

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**Request For a Standing Offer**  
**Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaires**

**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  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

|   |  |
|---|--|
| <b>Title - Sujet</b><br>Snowmobile Rental   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>EW479-131804/A  | <b>Date</b><br>2012-12-03                                      |
| <b>Client Reference No. - N° de référence du client</b><br>EW479-131804   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$EDM-023-9629 |
| <b>File No. - N° de dossier</b><br>EDM-2-35248 (023)  | <b>CCC No./N° CCC - FMS No./N° VME</b>                         |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2012-12-19</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Mountain Daylight Saving Time MDT  |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Piotrowski, Bernice  | <b>Buyer Id - Id de l'acheteur</b><br>edm940                   |
| <b>Telephone No. - N° de téléphone</b><br>(780)497-3615 ( )   | <b>FAX No. - N° de FAX</b><br>(780)497-3510                    |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>VARIOUS GOVERNMENT DEPARTMENTS<br>AS INDICATED ON INDIVIDUAL CALL-UP<br>CANADA |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.   |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Solicitation No. - N° de l'invitation

EW479-131804/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm023

Client Ref. No. - N° de réf. du client

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EDM-2-35248

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements and the Standing Offer Usage Report.

### **2. Summary**

To establish up to two Regional Master Standing Offers (RMSO) for the provision of all labour, materials, tools, equipment, transportation and supervision necessary to rent snowmobiles, sleds and trailers for transporting the snowmobiles, as required by Various Federal Departments and Agencies throughout Alberta. The period of the Standing Offer will be 3 years from date of issuance.

The requirement is subject to a preference for Canadian goods and/or services.

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

The intent of this RFSO is to issue up to two standing offers for use. The basis upon which call-ups will be issued will be right of first refusal.

### **3. Debriefings**

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

### 2. Submission of Offers

Offers 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 Request for Standing Offers.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### 4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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, offerors 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 Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a)            ( )      Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b)            ( )      Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **1.1. Technical Evaluation**

Failure to meet any of the following mandatory criteria at solicitation closing will render your submission non-compliant and given no further consideration.

- 1.1.1 The offeror must provide documents to support that the items offered meet the specification outlined in Annex A.

#### **1.2 Financial Evaluation**

- 1.2.1 The offeror must complete Annex B as per the instructions
- 1.2.2 The Firm Unit Price for each item will be multiplied by its respective Annual Estimated Usage and added together to get an Extended Price.
- 1.2.3 Miscellaneous charges will be calculated by applying the proposed discount to \$20,000/year to get an Extended Miscellaneous Price.
- 1.2.4 The Extended Price for each item and the Extended Miscellaneous Price will be added together to establish an evaluated price for each table (Year).
- 1.2.5 The evaluated price for each table will be added together to establish a total evaluated price.

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

Multiple standing offers may be issued for this requirement. Offers will be ranked according to the evaluated price with the highest-ranked offer being the responsive offer with the lowest evaluated price. Only those offers which are within ten percent (10%) of the highest-ranked offer will be considered.

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## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror 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 Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

**1.1.1** By submitting an offer, the Offeror 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 an offer, the Offeror 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 Offeror, 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 offer 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 Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers 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 offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror 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 offer being declared non-responsive.

### 2. Additional Certifications Precedent to Issuance of a Standing Offer

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

## 2.1 Federal Contractors Program - Certification - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 the 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.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. 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

- a. ( ) 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;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the 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), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.  
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

## 2.2 Canadian Content Certification

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

**2.2.2** This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers 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 offer will result in the services offered being treated as non-Canadian services.

The Offeror certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

#### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

##### 2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from *(date of issue of standing offer)* to \_\_\_\_\_ *(for a period of 3 years)*

#### 4. Authorities

##### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ian Taylor  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: Western Region  
 Address: 5th Floor, Telus Plaza North, 10025 Jasper Avenue, Edmonton, AB T5J 1S6  
 Telephone: 780-497-3621  
 Facsimile: 780-497-3510  
 E-mail address: Ian.Taylor@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### 4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

##### 4.3 Offeror's Representative

*(To be filled in by Offeror)*

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

#### 5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

#### 6. Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis.

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When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

## 7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 9. 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2012-11-19) General Conditions - Services (Medium Complexity);
- e) Annex A, Requirement ;
- f) Annex B, Basis of Payment ;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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Buyer ID - Id de l'acheteur

edm023

CCC No./N° CCC - FMS No/ N° VME

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## **10.2 SACC Manual Clauses**

M3060C (2008-05-12), Canadian Content Certification

## **11. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

## **12. SACC Manual Clauses**

M3000C (2006-08-15), Price Lists

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**B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

**1. Statement of Work**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

**2. Standard Clauses and Conditions****2.1 General Conditions**

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

Section 13 Interest on Overdue Accounts, of 2010C (2012-11-19), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

**3. Term of Contract****3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

**4. Payment****4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). 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.

**4.2 Limitation of Price**

*SACC Manual* clause C6000C (2011-05-16) Limitation of Price

**4.3 Single Payment**

*SACC Manual* clause H1000C (2008-05-12) Single Payment

#### 4.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
 C2000C (2007-11-30), Taxes - Foreign-based Contractor  
 C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor  
 C5201C (2008-05-12), Prepaid Transportation Costs

#### 4.5 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### 5. 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. Insurance Requirement

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.

#### 7. SACC Manual Clauses (if applicable)

A9006C (2012-07-16), Defence Contract  
 A9062C (2011-05-16), Canadian Forces Site Regulations  
 A9068C (2010-01-11), Government Site Regulations  
 B1501C (2006-06-16), Electrical Equipment  
 B7500C (2006-06-16), Excess Goods

## ANNEX A - STATEMENT OF WORK

### Requirement

To establish one or more Regional Master Standing Offers (RMSO) for the provision of all labour, materials, tools, equipment, transportation and supervision necessary to rent snowmobiles and trailers for transporting the snowmobiles, as required by Various Federal Departments and Agencies throughout Alberta. The period of the Standing Offer will be 3 years from date of issuance.

### Background

- For the Department of National Defence (DND)  
The equipment being rented will be in support of 1 Svc BN (1 Service Battalion) Transportation Company to augment their existing fleet. When demand fluctuates due to operational and environmental conditions, DND may be required to hire equipment to supplement their existing capacity. The equipment will be managed by the 1 Svc BN Transportation Company.
- For Other Departments and Agencies  
The equipment being rented will be to support a Department's or Agency's existing fleet. When demand fluctuates due to operational and/or environmental conditions, a Department or Agency may be required to hire equipment to supplement their existing capacity. The equipment will be managed by their respective Department or Agency.

Note: While this standing offer may be used by various Federal Departments or Agencies, the majority of usage (est. at 95%) will be done by the Department of National Defence, Edmonton Garrison.

### Specifications

#### Snowmobiles:

1. All Snowmobiles are to be equipped with helmet visor plugs;
2. All Snowmobiles must be capable of towing a skimmer/toboggans equipped with rack and hitch.
3. Units must be no older than 3 years and must be well maintained;
4. All units must meet any applicable Federal/Provincial or other safety standards in effect at their date of manufacture
5. Engine size must be no less than 500cc 65 HP fan cool (four (4) stroke) and must be capable to pull skimmers and operate within all Canadian climates / temperature ranges and all regions (mountain, prairies, or Northern Arctic Tundra regions included);
6. All Snowmobiles are to be equipped with long tracks that will allow sleds to pull skimmers and to operate in all Canadian regions, (mountain, prairies, or Northern Arctic Tundra regions included); average track size would be 16-20 in. wide, length min 136 in. to 140 for track
7. Snowmobiles to be equipped with hand and thumb warmer
8. Snowmobiles to have tall windshields - low, medium and high profile
9. Trailers equipped with ramps for driving sleds on and reversing them off shall be for 2 snowmobiles, self loading, with 2" ball. Larger trailers for 4 snowmobiles to be provided upon special request.

#### Skimmers/toboggans:

1. Made tough & weather resistant-rotationally molded
2. Ribbed sides for added strength
3. 3 molded in runners on the bottom
4. Sloped back and front for ease off and on trail
5. Available with rope for hand pull or hitch option
6. Min 1 " lip around top for securing load
7. Dimensions 5 feet to 10 feet long, 24 to 31 inches wide, 13 to 14 inches high

## Special Conditions

- The offeror must provide delivery and pickup of the equipment to the address as specified on the call-up against the Standing Offer. The identified user will conduct in and out - inspections. The vehicles must be delivered with fluids and fuel topped up and ready to go. The identified user will ensure that the equipment is ready for return with fluids and fuel fully topped up;
- The Supplier will provide detailed information as to the fuel mixture requirements or specific fluid requirements for the equipment supplied;
- The Supplier is responsible for 100% of the vehicle maintenance and servicing;
- The Supplier will accept changes to a call-up to the Standing Offer with 72 hours written notice without additional charge at any time during the rental period. The Supplier will cease billing effective the date and time notified by the identified user;
- The successful Offeror must be able to deliver up to 5 snowmobiles at one time; within a 24 hour period, if more are required then as stated the identified user will give more time listed below,
- Any conditions normally applied by the Supplier and listed in the Supplier's rental agreement or acceptance form will not supersede the above listed conditions.
- The identified user will return, for any documented reason, within 3 days notice and without charge, any equipment deemed unacceptable. The Supplier may be required to supply another unit of the same type and size to replace a specific piece of equipment when a unit is taken out of service for repairs for a period greater than 24 hours unless otherwise agreed by the identified user in writing. Down time will be considered when computing the rental charges and subtracted from the rental period if applicable.
- When vehicles are required, the identified user will describe the vehicles required and for what rental period (day(s), week(s), month(s)) in the call-up form.

## Delivery

The Offeror must supply the requested items within the delivery times listed below on receipt of Call-up or as specified on the Call-up.

## Notice Period

The identified user will give:

- 7 calendar days notice before the rental period start date to the Offeror when no more than 5 vehicles are required.
- 14 calendar days notice before the rental period start date to the Offeror when no more than 10 vehicles are required.
- 21 calendar days notice before the rental period start date to the Offeror when no more than 15 vehicles are required.
- 28 calendar days notice before the rental period start date to the Offeror when no more than 20 vehicles are required.
- 60 calendar days notice before the rental period start date to the Offeror when between 20 - 40 vehicles are required.
- 90 calendar days notice before the rental period start date to the Offeror when between 40 - 60 vehicles are required.
- 120 calendar days notice before the rental period start date to the Offeror when more than 60 vehicles are required.
- If less than 1 to 3 days notice given for cancellation then a one day fee is applied, if units are delivered then full cost of the call up is applied.

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The supplier will reply to the call-up notification within 1 calendar day of receipt of notice.

### **Maintenance of Equipment**

- The Offeror will provide a form with a schedule of maintenance to be carried out during the rental period.
- The Offeror will be responsible for the warranty servicing which covers supply of parts normally provided by manufacturer's warranty, together with the labour necessary to install such parts.
- Warranty service must be made available at any authorized Canadian dealer for the make of vehicle rented.
- The Offeror will be responsible for pick-up and return of the vehicle for maintenance and servicing.
- The Offeror will be responsible for vehicle maintenance and servicing.
- Maintenance must include labour, parts replacement and the servicing of all portions of the vehicle including changing the engine oil at intervals specified in the manufacturer's manual.
- The identified user shall not make or cause to have made any maintenance without the consent of the Offeror.

### **Repairs**

- The costs of repairs may be called-up against this Standing Offer.
- The identified user will be responsible for the cost of repairs due to operator carelessness, abuse or negligence caused by the departments personnel. Such negligence will be determined jointly by the Offeror representative and the Project Authority or other Authorized Representative.
- The identified user is responsible for the loss of and damage to the items supplied, other than normal wear and tear. Normal wear and tear will include: road hazards such as minor stone bruises and chips to the paint, surface scratches minor dents.
- It will be decided by the Offeror representative and the Project Authority or other Authorized Representative which party will be responsible for conducting repairs for any damages.
- Only repairs for damages that are assessed and documented by the Offeror representative and the Project Authority or other Authorized Representative will be reimbursable.
- The identified user will be given the opportunity, if it so desires, to obtain its own estimate through a third party on the identified repairs, in order to validate the Offeror's estimate. Once the value of the repairs has been established, the Offeror will invoice the the identified user for the agreed amount. Invoices must include copies of the estimates and actual repair invoices. Invoicing instructions contained herein will apply.

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## ANNEX B - BASIS OF PAYMENT

- All prices are to be in Canadian Dollars.
- GST is not included in the firm unit prices but will be added as a separate line item to any invoice issued against the Standing Offer.
- For delivery to the Department of National Defence, Edmonton Garrison, Bldg 187, Edmonton, Alberta
  - Firm Unit Prices are FOB Destination including all delivery, offloading and pickup charges
- For delivery to other locations in Alberta:
  - Firm Unit Prices are FOB Destination and are not to include delivery, offloading and pickup charges. The Contractor must prepay transportation costs. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

### Rental Periods

- Rental periods are to be defined as follows: Rental Week = 7 Days  
Rental Month = 30 Days
- Rental charges for any partial rental periods will be pro-rated at the most favorable combination of rates and payment will be issued accordingly. i.e., a unit rented for a period of 33 days, will be calculated at either four (4) weeks plus five (5) days prorated at weekly rate; or monthly rate plus three (3) days prorated at weekly rate; or any other combination of rates, whichever is lower.
- Drop-off and pick-up days are not included in the rental period.

### Fuel Charges:

- Vehicles will be full of fuel when rented and returned to vendor full. For vehicles returned with less than a full tank of fuel. The cost of fuel to fill the tank can be charged and must be a separate item on the invoice, supported by a receipt.

### Miscellaneous Charges:

- Miscellaneous charges are limited to cleaning, repairs, and replacement of missing components;
- Any miscellaneous charges, must be supported by receipts as required. Miscellaneous charges are to appear as a separate item on the invoice.
- Other miscellaneous items cannot be purchased under this standing offer.
- Miscellaneous charges related to this requirement will be provided at the suppliers list price less a discount of \_\_\_\_\_. (to be completed by the offeror, cost plus mark up will not be accepted)



Year 2

| ITEM     | DESCRIPTION  | FIRM UNIT PRICE   | ANNUAL ESTIMATED USAGE | FIRM UNIT PRICE | ANNUAL ESTIMATED USAGE |
|----------|--|---|------------------------|-----------------|------------------------|
| <b>1</b> | <b>Snowmobile rental, including delivery and pick up</b> |   |                        |                 |                        |
|          | <b>Location</b>  | <b>Edmonton Garrison</b>  |                        |                 |                        |
| a        | Daily  | \$ _____  | 100 unit-days          | \$ _____        | 10 unit-days           |
| b        | Weekly   | \$ _____  | 200 unit-weeks         | \$ _____        | 10 unit-weeks          |
| c        | Monthly  | \$ _____  | 120 unit-months        | \$ _____        | 2 unit-months          |
|          |  |   |                        |                 |                        |
| <b>2</b> | <b>Skimmer rental including delivery and pick up</b>     |   |                        |                 |                        |
|          | <b>Location</b>  | <b>Edmonton</b>   |                        |                 |                        |
| a        | Daily  | \$ _____  | 100 unit-days          | \$ _____        | 10 unit-days           |
| b        | Weekly   | \$ _____  | 200 unit-weeks         | \$ _____        | 10 unit-weeks          |
| c        | Monthly  | \$ _____  | 60 unit-months         | \$ _____        | 2 unit-months          |
|          |  |   |                        |                 |                        |
| <b>3</b> | <b>Trailer rental including delivery and pick up</b>     |   |                        |                 |                        |
|          | <b>Location</b>  | <b>Edmonton</b>   |                        |                 |                        |
| a        | Daily  | \$ _____  | 40 unit-days           | \$ _____        | 10 unit-days           |
| b        | Weekly   | \$ _____  | 80 unit-weeks          | \$ _____        | 10 unit-weeks          |
| c        | Monthly  | \$ _____  | 12 unit-months         | \$ _____        | 2 unit-months          |
|          |  |   |                        |                 |                        |
| <b>4</b> | <b>Miscellaneous charges</b>                             | To be charged at the Offeror's laid down cost without mark up supported by receipts and/or a published price list.<br>To be charged at the Offeror's published rate less a discount of _____% |                        |                 |                        |

Year 3

| ITEM     | DESCRIPTION  | FIRM UNIT PRICE   | ANNUAL ESTIMATED USAGE | FIRM UNIT PRICE                       | ANNUAL ESTIMATED USAGE |
|----------|--|---|------------------------|---------------------------------------|------------------------|
| <b>1</b> | <b>Snowmobile rental, including delivery and pick up</b> |   |                        |                                       |                        |
|          | <b>Location</b>  | <b>Edmonton Garrison</b>  |                        | <b>All other locations in Alberta</b> |                        |
| a        | Daily  | \$ _____  | 100 unit-days          | \$ _____                              | 10 unit-days           |
| b        | Weekly   | \$ _____  | 200 unit-weeks         | \$ _____                              | 10 unit-weeks          |
| c        | Monthly  | \$ _____  | 120 unit-months        | \$ _____                              | 2 unit-months          |
| <b>2</b> | <b>Skimmer rental including delivery and pick up</b>     |   |                        |                                       |                        |
|          | <b>Location</b>  | <b>Edmonton</b>   |                        | <b>All other locations in Alberta</b> |                        |
| a        | Daily  | \$ _____  | 100 unit-days          | \$ _____                              | 10 unit-days           |
| b        | Weekly   | \$ _____  | 200 unit-weeks         | \$ _____                              | 10 unit-weeks          |
| c        | Monthly  | \$ _____  | 60 unit-months         | \$ _____                              | 2 unit-months          |
| <b>3</b> | <b>Trailer rental including delivery and pick up</b>     |   |                        |                                       |                        |
|          | <b>Location</b>  | <b>Edmonton</b>   |                        | <b>All other locations in Alberta</b> |                        |
| a        | Daily  | \$ _____  | 40 unit-days           | \$ _____                              | 10 unit-days           |
| b        | Weekly   | \$ _____  | 80 unit-weeks          | \$ _____                              | 10 unit-weeks          |
| c        | Monthly  | \$ _____  | 12 unit-months         | \$ _____                              | 2 unit-months          |
| <b>4</b> | <b>Miscellaneous charges</b>                             | To be charged at the Offeror's laid down cost without mark up supported by receipts and/or a published price list.<br>To be charged at the Offeror's published rate less a discount of _____% |                        |                                       |                        |

## ANNEX C - INSURANCE REQUIREMENTS

### 1. Commercial General Liability Insurance

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

**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.

**ANNEX D - STANDING OFFER USAGE REPORT**

**Quarterly Usage Report Schedule:**

| <b>Period of:</b>        | <b>Report Due no later than:</b> |
|--------------------------|----------------------------------|
| January 1 to March 31    | April 15                         |
| April 1 to June 30       | July 15                          |
| July 1 to September 30   | October 15                       |
| October 1 to December 31 | January 15                       |

The Offeror hereby offers to provide information on completed Call-ups as per the format below;

|                                |            |                      |  |
|--------------------------------|------------|----------------------|--|
| Supplier Name                  |            | Standing Offer Name: |  |
| Standing Offer Number:         |            | Period Covered       |  |
| Standing Offer Authority Name: | Ian Taylor |                      |  |

| <b>Department</b> | <b>Call-up Number</b> | <b>Dollar Value (GST Included)</b> |
|-------------------|-----------------------|------------------------------------|
|                   |                       |                                    |
|                   |                       |                                    |
|                   |                       |                                    |
|                   |                       |                                    |
|                   |                       |                                    |

|   |  |
|---|--|
| <b>(A) Total Dollar Value Call-ups for this reporting period:</b> |  |
| <b>(B) Accumulated Call-up totals to date:</b>                    |  |
| <b>(A+B) Total Accumulated Call-ups:</b>                          |  |

**NIL REPORT:** We have not done any business with the federal government for this period [  ]

**PREPARED BY:**

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE:

Send Report to: **WST.PA-EDM@pwgsc-tpsgc.gc.ca** or Fax to: (780) 497-3510.