

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 a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

Title - Sujet rental of snow machines/atvs	
Solicitation No. - N° de l'invitation W0107-11TN06/A	Date 2012-04-16
Client Reference No. - N° de référence du client W0107-11TN06	GETS Ref. No. - N° de réf. de SEAG PW-\$PET-902-1177
File No. - N° de dossier PET-1-35062 (902)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-07	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée	
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 Service Battalion Transportation Company Bldg. D-57 CFB Petawawa, Ontario K8H 2X3	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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. Introduction

The Request for Standing Offers (RFSO) template is divided into six 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 to 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, if applicable and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided;
- Part 6: 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - B: 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 Basis of Payment and Statement of Requirement and Insurance Requirements.

2. Summary

2.1 To establish a Regional Individual Standing Offer for the rental of Over Snow Vehicles (OSV), sleighs and trailers as well as All Terrain Vehicles (ATV) and trailers for the Department of National Defence at CFB Petawawa, Ontario, during a three (3) year period on an "as and when requested" basis.

2.2 Period of Standing Offer:

The Standing Offer will be from 01 June 2012 to 31 May 2015.

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.

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

(<http://ccua-sac.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada (PWGSC).

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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 ten (10) 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 by the laws in force in Ontario.

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Offer (Request for Standing 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 environment 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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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: Offer (Request for Standing Offer)

In their offer, offerors are to complete and submit the fill-in pages of the RFSO document. Offerors are to ensure that these pages are submitted with their offer for each period.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax is to 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.

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 financial evaluation criteria .

1.1. Technical Evaluation

All offers must be completed in full and provide all of the information requested in the Request for Standing Offer to enable full and complete evaluation.

1.1.1 Mandatory Requirements

Should any of the following Mandatory requirements not be met the offer will be considered as non-compliant and shall not be given any further consideration.

(a) Bidders must provide a detailed list of the equipment they have available for rental including but not limited to make, model, year of manufacture and size.

1.2 Financial Evaluation

Offers will be assessed to arrive at an aggregate value based on the estimated usage provided herein at Annex B, FOB Destination as indicated. The estimated usage provided herein is for the sole purpose of establishing an evaluation tool and are based only on best estimates. They may not reflect the actual usage and do not represent any commitment on the part of Canada.

The Offeror's Unit Prices will be multiplied by the corresponding estimated usage to arrive at an extended price. In the event that a bidder does not provide a price for any item PWGSC will, for assessment purposes only, substitute the highest price quoted (by another bidder) for the item for which they did not provide a quote. If all bidders fail to provide a price for a particular item, that item will be eliminated from the assessment. This will be for the purposes of obtaining an aggregate total for each bidder.

The aggregate value is the sum of all extended prices.

2. Basis of Selection

2.1 It is the intention of Canada to issue up to two (2) Standing Offer(s) for this requirement to the compliant offeror(s) whose proposals:

1. Meet all the Mandatory requirements:
2. Offer the lowest and second lowest aggregate value ; and
3. Meet all the Conditions Precedent to Issue of a Standing Offer (located in Part 5).

2.2 FUNDING

Funding for the Standing Offers will be split as follows , as determined by the bid evaluation.

- Funding will be split 65/35 with the offeror with the lowest aggregate value receiving the higher valued Standing Offer (/001). The offeror with the second lowest aggregate value will receive the back-up Standing Offer (/002) valued at 35% of the funding.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications 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 the 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 or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

Offerors must submit the certifications as provided below:

1.1 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 requirements within that time period will render the offer non-responsive.

1.1.1 Federal Contractors Program for Employment Equity -Certification \$200,000 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

(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 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;

(d) () 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

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 Requirement 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada (PWGSC).

2.1 General Conditions

2005(2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is as follows:

From _____ to _____.

3.2 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. 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 periods are defined as follows:

1st quarter: March 1 to May 31;

2nd quarter: June 1 to August 31;

3rd quarter: September 1 to November 30;

and 4th quarter: December 1 to February 28.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

Deborah Bell
Public Works and Government Services Canada
Petawawa Procurement
Bldg S-111, CFB Petawawa

Petawawa, Ontario K8H 2X3

Telephone: 613-687-6655 Facsimile: 613-687-6656

E-mail address: debbie.bell@pwgsc.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 DND Project Authority

The DND Project Authority for the Standing Offer is:

(to be completed upon issue of the SOA)

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

4.3 Offeror Contacts:

Name and Telephone number of the person responsible for: **(to be completed by Offeror)**

General Enquiries:

_____(name)
_____(telephone number)
_____(fax number)
_____(email address)

Delivery Follow-up:

_____(name)
_____(telephone number)
_____(fax number)
_____(email address)

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : CFB Petawawa

6. Call-up Procedures

CALL-UP PROCEDURES:

The call-up will be issued to the Primary Standing Offer holder (as identified by the Standing Offer number ending in /001). Should they indicate that they are unable to fulfill the call-up within the required time requested, the call-up will be cancelled and reissued to the backup Standing Offer holder (/002).

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 electronic document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$70,000.00 (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 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-03-02) Goods (Medium Complexity)
- e) Annex A - Specification;
- f) Annex B - Pricing Basis
- g) the Offeror's offer _____ (insert date of offer) (If the offer was clarified or amended, insert at the time of issuance of the offer: ", as clarified on _____" or ", as amended _____". (insert date(s) of clarification(s) or amendment(s) if applicable)

10. Certifications

10.1 Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period 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 or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in _____. (The Standing Offer Authority must insert the name of the province or territory as specified by the Offeror in its offer).

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. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2011-05-16) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

2.3 SACC Manual Clauses**A9062C Canadian Forces Site Regulations****2010-01-11****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**

1. The basis of payment attached hereto as Annex B shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex C, Harmonized Sales Tax (HST) extra, if applicable.

4.2 SACC Manual Clauses

H1001C Multiple Payments

2008-05-12

4.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions**5.1 Invoicing Requirements - CFB Petawawa**

Only one (1) copy of the invoice is required and must show:

- a) the date
- b) name and address of the consignee
- c) DND's purchase order number and the Standing Offer number
- d) description of the goods

6. Insurance

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

Solicitation No. - N° de l'invitation

W0107-11TN06/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pet902

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

W0107-11TN06

File No. - N° du dossier

PET-1-35062

CCC No./N° CCC - FMS No/ N° VME

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

1.0 Training Support for 2 Canadian Mechanized Brigade Group (2CMBG) and lodger units within the CFB Petawawa. 2 CMBG and lodger units is tasked to train in an Arctic environment and upgrading of their war fighting skills in the cold weather.

2.0 Objective of this Requirement

DND requires the rental of Light Over Snow Vehicles (LOSV's) (snowmobiles) and All Terrain Vehicles and trailers to augment the existing fleet.

3.0 Unit to be Serviced

2 CMBG and Lodger units of CFB Petawawa.

4.0 Location

All training will take place in the Petawawa area or where specified.

5.0 Snowmobiles and ATV (Rental):

5.1 The Contractor must supply rental snowmobiles and ATV's 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.

5.2 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.

5.3 Delivery and Pick-up

(a) The Contractor must arrange for the delivery to, and pick up from, of the snowmobiles at D-57

(b) The snowmobiles and ATV's must be delivered in working order and ready for use.

5.4 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 and ATV's 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 ATV's that fail the acceptance inspection and another snowmobile or ATV 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 ATV's to the Contractor with all supplied/removal accessories or equipment.. The machines will be returned full of fuel and oil; and

5.5 Snowmobile and ATV's Usage

- (a) The machines will be operated by DND licensed operators;
- (b) The rental of snowmobiles and ATV's 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.

5.6 Contractor/DND - Responsibilities:

Unless otherwise stated herein, the following applies:

5.6.1 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 ATV's 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;
- (f) Supply of 3 spare vehicles of the same type and size to replace a specific vehicle when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours. Down time will be considered when computing the charges;

5.6.2 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 D-57. 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.

5.7 Maintenance:

- (a) All snowmobiles and ATV's 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 and ATV's 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. 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.

5.8 Repair Process:

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

- (a) All snowmobiles and ATV's will be inspected by DND personnel and the Contractor, jointly, for damages prior to the repair of the snowmobile and ATV's. 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 ATV's.
- (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.

6.0 Specifications

6.1 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.

6.2 Snowmobile Helmets

6.2.1 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.

6.2.2 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).

Helmets must be available in sizes from small to XXX large.

6.2.3 ATV's Specifications:

- (a) 2 Stroke or 4 stroke (cycle) engine;
- (b) Air / fan or liquid cooled engine;
- (c) Carbureted or fuel injection;
- (d) Between 400 and 600CC displacement;
- (e) Regular unleaded fuel;
- (f) Dual towing hitch capable - either pintle or draw pin;
- (g) Electric start with recoil back up;
- (h) 4 wheel drive
- (i) Front brake dual disc brakes;
- (j) Rear Brakes petal disc brakes;
- (k) Head lights, taillights and brake lights;
- (l) Cargo rack;
- (m) minimum two speed mechanical transmission with reverse (drive, low range and reverse);
- (n) Speedometer;
- (o) Tachometer;

ANNEX B BASIS OF PAYMENT

Year 1 - date of issue to 28 February 2013

Year 2 - 01 March 2013 to 28 February 2014

Year 3 - 01 March 2014 to 28 February 2015

Daily rate based on 24 consecutive hours

Weekly rate based on 7 consecutive days

Monthly rate based on 30 consecutive days

Item No.	Description	Unit of Issue	Est Qty per year	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1A	OVER SNOW VEHICLE (OSV - Snowmobile) self-propelled, 2 passenger, long track, heavy duty, touring model with 400 cc or larger engine. Supplied with 1 helmet per machine. DAILY RATE	EA PER DAY	2,250			
1B	SAME AS ABOVE - WEEKLY RATE	EA PER WEEK	50			
1C	SAME AS ABOVE - MONTHLY RATE	EA PER MONTH	20			
2A	CARGO SLEIGH for the above OSV, 10-12 cubic feet DAILY RATE	EA PER DAY	20			
2B	SAME AS ABOVE - WEEKLY RATE	EA PER WEEK	5			
2C	SAME AS ABOVE - MONTHLY RATE	EA PER MONTH	5			
3A	SNOWMOBILE TRAILER, double width, 101" wide, 120" long, 1400 lbs capacity (also used for hauling ATVs) DAILY RATE	EA PER DAY	8			
3B	SAME AS ABOVE - WEEKLY RATE	EA PER WEEK	2			
3C	SAME AS ABOVE - MONTHLY RATE	EA PER MONTH	1			
4A	ALL TERRAIN VEHICLES (ATV) 400-600 cc, 4-wheel drive, Supplied with 1 helmet per vehicle. DAILY RATE	EA PER DAY	200			
4B	SAME AS ABOVE - WEEKLY RATE	EA PER WEEK	120			
4C	SAME AS ABOVE - MONTHLY	EA PER	40			

Solicitation No. - N° de l'invitation

W0107-11TN06/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pet902

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

W0107-11TN06

File No. - N° du dossier

PET-1-35062

CCC No./N° CCC - FMS No/ N° VME

	RATE	MONTH				
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Pricing B

The successful contractor shall supply the manufacturer's recommended injector oil to be used if required during the call-up period. Any unused oil (unopened container only) will be returned at the end of the call-up period. The cost of the used oil will be added to the invoice at the firm price of \$_____ per liter.

ANNEX C INSURANCE

1.0 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.

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- (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 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.