

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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

## 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  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Snowmobile and ATV Rental	
<b>Solicitation No. - N° de l'invitation</b> W3536-150005/A	<b>Date</b> 2014-08-11
<b>Client Reference No. - N° de référence du client</b> W3536-150005	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-202-6645
<b>File No. - N° de dossier</b> TOR-4-37045 (202)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-09-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b>  See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gosse, Wayne	<b>Buyer Id - Id de l'acheteur</b> tor202
<b>Telephone No. - N° de téléphone</b> (905)615-2077 ( )	<b>FAX No. - N° de FAX</b> (905)615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Area Support Unit Toronto Supply Repair & Disposal Toronto Ontario M3K3J5 Canada	
<b>Security - Sécurité</b>  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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**TITLE:** Snowmobile, ATV and Sled (Cutter) Rental.

## **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 | Insurance Requirements: includes specific requirements that must be addressed by offerors; and                                                                                                                                                                                                                                |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, 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, Basis of Payment, Insurance Requirements and the Periodic Usage Reports – Standing Offer.

### **2. Summary**

- 2.1 The Department of National Defence requires the rental of snowmobiles, all terrain vehicles (ATVs), sleds (cutters), helmets and associated equipment to augment its current fleet for military arctic environment training. The requirement includes the deliver and pick-up of rental equipment to and from the Canadian Forces Base Borden in Borden, Ontario, the 4<sup>th</sup> Canadian Division Training Centre in Meaford, Ontario, and the Denison Armoury in Toronto, on an “as and when required basis”.
- 2.2 The period for making call-ups against the Standing Offer is from the date of standing offer issuance to one-year from the date of standing offer issuance with the irrevocable right to request an extension by two (2) one-year periods under the same terms and conditions.

- 2.3 The estimated usage for equipment rental is approximately 20 to 30 of each vehicle type per year in total for all locations to be rented for various lengths of rental period.
- 2.4 It is anticipated to issue one standing offer as the result of this solicitation.
- 2.5 Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.
- 2.6 For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).
- 2.7 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

### 3. Debriefings

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

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 (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### 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. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

## Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Applicable Taxes.

#### **4. 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **5. 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 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: Technical Offer (2 hard copies)

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) (<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 "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

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- (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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1. Technical Evaluation

##### 1.1.1 Mandatory Technical Criteria

Each bid will be evaluated against the mandatory criteria listed below. Bids that do not comply with each and every mandatory criteria will be deemed non-responsive and will not be considered any further.

	Mandatory Technical Criteria	Identify Section of Proposal where supporting documents may be located (page #)
1	Bidder <b>MUST</b> demonstrate in their proposal that they agree to delivery and pick up equipment at CFB Borden during the standing offer period.	
2	Bidder <b>MUST</b> demonstrate in their proposal that they agree to delivery and pick up equipment at 4 CDTCM Meaford during the standing offer period..	
3	Bidder <b>MUST</b> demonstrate in their proposal that they agree to delivery and pick up of equipment at Denison Armoury during the standing offer period..	
4	Bidder <b>MUST</b> demonstrate in their proposal that they are able to supply all equipment requested on the RISO	

5	Bidder <b>MUST</b> demonstrate in their proposal that they will comply with all provincial vehicle operation, maintenance and safety regulations	
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## 1.2 Financial Evaluation

### 1.2.1 Mandatory Financial Criteria

The Offeror must complete and submit with its offer, Annex B – Basis of Payment, in Canadian funds. Pricing must be provided for all line items in Annex B.

**1.2.2** The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, transportation charges included, Canadian customs duties and excise taxes included.

**1.2.3** Bids will be evaluated in accordance with Annex E, Price Evaluation, based on the prices submitted in Annex B – Basis of Payment.

## 2. Basis of Selection – Mandatory Technical Criteria Only

### 2.1

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

### 1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## **1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

- 1.1** The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, 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.

## **PART 7 - 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. Security Requirement**

- 2.1** There is no security requirement applicable to this Standing Offer.

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

#### **3.1 General Conditions**

2005 (2014-06-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **3.2 Periodic Usage Reports – Standing Offer**

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 ten (10) calendar days after the end of the reporting period.

## **4. Term of Standing Offer**

### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of Standing Offer issuance to one-year from the date of Standing Offer issuance.

### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods; from date of Standing Offer issuance to two-years from the date of Standing Offer issuance and from date of Standing Offer issuance to three-years from the date of Standing Offer issuance under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **5. Authorities**

### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Wayne Gosse  
Title: Supply Specialist

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Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
Address: 33 City Centre Drive, Suite 480C, Mississauga, ON L5B 2N5

Telephone: (905)615 – 2077  
Facsimile: (905)615 – 2060  
E-mail address: Wayne.Gosse@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.

## 5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work 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.

## 5.3 Offeror's Representative

**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Telephone:** \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
**E-mail address:** \_\_\_\_\_

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 7. Identified Users

The Identified User(s) authorized to make call-ups against the Standing Offer will be identified in the call-up document.

## **8. Call-up Procedures**

The designated user(s) will send a signed call-up instrument to the Offeror requesting for services described in Annex A, Statement of Work. The Offeror must not refuse any requested work within the scope of work of Annex A, Statement of Work.

## **9. 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.

## **10. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

## **11. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (To be included after standing offer issuance) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## **12. 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 (2014-06-26), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2014-06-26), General Conditions – Services (Medium Complexity) ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment ;
- g) Annex C, Insurance Requirements;
- h) Annex D, Periodic Usage Report – Standing Offer
- i) the Offeror's offer dated \_\_\_\_\_ .

## **13. Certifications**

### **13.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the

Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

#### **14. 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 Ontario.

#### **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 perform the Work described in the call-up against the Standing Offer.

##### **2. Standard Clauses and Conditions**

###### **2.1 General Conditions**

2010C (2014-06-26), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13) Interest on Overdue Accounts, of 2010C (2014-06-26), General Conditions – Services (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. Pick-up must take place on the same day as the end of the rental period. The rental period will not be extended due to delay in contractor pick-up.

##### **4. Proactive Disclosure of Contracts with Former Public Servants (if applicable)**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

##### **5. Payment**

###### **5.1 Basis of Payment**



In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex B up to a limitation of expenditure of the dollar value stipulated on the call-up document. Customs duties are included and Applicable Taxes are extra.

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

## **5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed the amount stipulated on the call-up document. Customs duties are included and Applicable Taxes are extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
3.
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## **5.3 Single Payment**

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

## **5.4 Payment by Credit Card (if applicable)**

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

## **6. Invoicing Instructions**

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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:
  - 2.1 The original and one (1) copy must be forwarded to the address indicated on the call-up document for certification and payment.
  - 2.2 One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **7. Insurance – Specific Requirements**

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **8. SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1.0 Objective of this Requirement:**

DND requires the rental of Light Over Snow Vehicle (LOSV's / snowmobiles) and All Terrain Vehicles (ATV) and cutters to augment the existing fleet. The fleet is required as training Support for the 32 Canadian Brigade Group (32 CBG) and lodger units. The 32 CBG and lodger units are tasked to train in an Arctic environment and upgrading their war fighting skills in cold weather.

#### **2.0 Unit to be Serviced:**

32 CBG and lodgers units. Contractor will be required to service the equipment at any one of the 3 locations listed in 3.0.

#### **3.0 Deliverables and Timelines:**

All deliveries will take place at Canadian Force Base Borden, 4 Canadian Division Training Center Meaford (4 CDTCM) and Denison Armoury Toronto.

- (a) The Contractor must arrange for the delivery and pick-up from location identified on call up;
- (b) The snow machines, cutters and ATV must be delivered in working order and ready for use;
- (c) DND will be required to give a lead time of one week for rental of equipment. On rare occasions DND may request equipment rental with less than a 1 week lead time and it will be up to the Contractor to determine if they can provide the equipment.

#### **3.1 Units authorized to raise call-ups**

Units listed below are authorized to raise a call up against this Standing Offer:

- |   | Unit/Location                                                                                     |
|---|---------------------------------------------------------------------------------------------------|
| 1 | 32 CER Denison Bldg, 1 Yukon Lane<br>Toronto, Ontario M3K 0A1                                     |
| 2 | Queen own Rifles Of Canada<br>Moss park Armouries, 130 Queen St. East<br>Toronto, Ontario M5A 1R9 |
| 3 | Governor General Horse Guard<br>Denison Bldg, 1 Yukon Lane<br>North York, Ontario M3K 0A1         |
| 4 | 32 Canadian Brigade Group<br>Denison Bldg<br>1 Yukon Lane<br>North York, Ontario M3K 0A1          |
| 5 | 2 Intelligence Company                                                                            |

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Denison Bldg  
1 Yukon Lane  
North York, Ontario M3K 0A1

- 6 The Queen York Rangers  
Fort York Armoury  
660 Fleet Street West  
Toronto, Ontario M5V 1A9
- 7 The Lorne Scots (Peel/Halton Regt)  
2 Chapel Street  
Brampton, Ontario L6W 2H1
- 8 48<sup>th</sup> Highlanders of Canada  
Moss Park Armoury  
130 Queen Street East  
Toronto, Ontario M5A 1R9
- 9 7 Toronto Regt  
Moss Park Armoury  
130 Queen Street East  
Toronto, Ontario M5A 1R9
- 10 The Royal Regt of Canada  
660 Fleet Street West  
Toronto, Ontario M5V 1A9
- 11 25 Toronto Medical Co  
130 Queen Street East  
Toronto, Ontario M5A 1R9
- 12 The Toronto Scottish Regt  
70 Birmingham St.  
Toronto, Ontario M8V 3W6
- 13 32 Service Battalion  
Denison Bldg  
1 Yukon Lane  
Toronto, Ontario M3K 0A1
- 14 HMCS York  
659 Lakeshore Blvd. W.  
Toronto, Ontario M5V 1A7
- 15 32 Canadian Brigade Group Battle  
660 Fleet Street West  
Toronto, Ontario M5V 1A9
- 16 Ontario Regt  
53 Simcoe St North  
Oshawa, Ontario L1G 4R9

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- 17 32 Signal Regt  
660 Fleet St W  
Toronto, Ontario M5W 1A9
- 18 National Defence Public Affairs Office  
4900 Yonge St 6th floor  
Toronto, Ontario M2N 6B7
- 19 Dwyer Hill Training  
Centre LFCA HQ  
7 Yukon Lane  
North York, Ontario M3K 0A1
- 20 Central Region Cadet Detachment  
Suite 600  
4900 Yonge Street  
Toronto, Ontario M2N 6B7
- 21 4 Division  
Denison Armoury  
1 Yukon Lane  
Toronto, Ontario M3K 0A1
- 22 Queens Own Rifle  
Dalton Armoury  
37 Mid-Dominion Acres  
Scarborough, Ontario M1S 5K5
- 23 Toronto Scottish Regt Miss  
7535 9<sup>th</sup> line  
Mississauga, Ontario L5N 7C3
- 24 Queens York Rangers  
138 Larmont St.  
Aurora, Ontario L4G 1V7
- 25 Queens York Rangers  
215 Industrial Parkway South  
Aurora, Ontario L4G 3T9
- 26 Lorne Scottish Regt  
90 Todd Road  
Georgetown, Ontario L4G 1V7
- 27 Ont Regt  
1225 Keith Ross Drive  
Oshawa, Ontario L1H 7K4
- 28 Lorne Scottish Regt  
90 Thomas  
Oakville, Ontario L6J 3A6

Contractor must mail invoices to unit location identified on the call up form.

#### **4.0 Snowmobiles, Sleds (Cutters) and ATV Rental:**

The Contractor must supply rental of snowmobiles, snowmobile helmets, sleds (cutters), ATV and ATV helmets in accordance with the specifications detailed below at article 6.1, 6.2, 6.3 and 6.4. Each snowmobile and ATV must be supplied with necessary safe operating and required owner instructions manuals.

#### **5.1 Standards:**

The equipment must comply with all provincial vehicle operation, maintenance and safety regulations in the province of Ontario.

#### **5.2 Inspection and Certification:**

(a) The Contractor must complete an inspection report upon delivery and pick-up of equipment with a DND representative present for both the inspection when the vehicle is delivered to DND (referred to as the "in inspection") and the inspection when the vehicle is being picked-up by the Contractor (referred to as the "out" inspection). The inspection report must include the date and time of delivery, clear technical description of equipment condition supported by evidence of the condition. DND will reject snowmobile, snowmobile helmets, ATV, ATV helmets and cutters that fail the acceptance inspection and the Contractor must provide a replacement (within 24 hours) for any equipment that fail the inspection. DND has the right to refuse vehicle for mechanical or safety reasons.

(b) The snowmobiles, cutters? and ATV's must be supplied with a 3/4 of fuel and full oil;

(c) The Contractor must provide, at the time of delivery, contact information (including phone numbers) for emergency repairs;

(d) The Contractor must accept normal wear and tear that occurred during the rental period at no charge to DND. For example, minor scrapes and scratches are considered normal wear and tear;

(e) During the out inspection prior to returning rental equipments back to the Contractor, DND is to ensure that all accessories and equipment that belongs to DND is removed. In and out inspection will include the following:

- all switches are in working order;
- equipment is in good mechanical working order;
- damage to the equipment is documented on the inspection report;
- all feature on the equipment is in working order (example Heated handgrips and throttle thumb warmer); and
- Equipment is to be fuelled with ¾ tank of fuel and oil is to be full.

#### **5.3 Snow machines 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 shipped in good mechanical condition.

#### **5.4 Responsibilities:**

Unless otherwise stated herein, the following apply:

##### **5.4.1 The Contractor is responsible for:**

- (a) Delivery to the destination specified in the call up
- (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 snowmobile, cutters and ATV that are covered on the manufacturer's warranty. Warranty servicing means the supply parts provided by the manufacturer warranty together with labour necessary to install such parts. All warranties work will be carried by the manufacturers authorized service representative;
- (e) Full maintenance due to normal wear and tear;
- (f) Is required to replace the same size / type when a vehicle is taken out of service for repairs within 24 hours. The Contractor is required to deduct down time off the invoice when computing the charges.

#### **5.4.2 DND is Responsible for:**

- (a) The supply of fuel during the rental period except for the 3/4 tank included in the rental
- (b) Additional engine oil, if required during the rental period;
- (b) Washing (minor clean up upon returning the equipment);
- (c) Return equipments to the Contractor at the delivery location specified on the call-up document. Equipments may be returned to the Contractor with some vehicle parts replaced due to emergency minor repair that is required during the rental period at DND's discretion (emergency minor repairs such as spark plug replacement or anything that can be done on the exercise site to keep downtime to a minimum and only if required) and;
- (d) DND will pick up all equipments that have broken down or require service to the delivery location identified on the call up document. Snowmobiles, cutters and ATV's are to be replaced or serviced as required during the rental period.
- (e) DND is responsible for loss and damages to the snowmobiles, cutters and ATVs during the rental period, caused by negligence or carelessness of DND employees, officer or agents of DND and to the extent that the loss or damages is not the result of normal wear and tear. Loss or damages due to theft but not to negligence of the DND will be self-Underwritten by Canada.

#### **5.5 Maintenance**

- (a) All snowmobiles, cutters and ATV must be in working mechanical condition, must be clean and free of body damage, minor dents and scratches resulting from normal use excluded, prior to acceptance by DND at the In Inspection;
- (b) The acceptability of snowmobiles, cutters and ATV's delivered with minor dents and scratches will be at the discretion of the DND representative at the delivery site. All periodic maintenance, is at the Contractor's responsibility and expense, i.e. greasing, oil change and scheduled engine inspections.
- (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 Canada.
- (d) The Contractor is responsible for any glass damage regardless of cause, except wilful damages and minor paint or 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.

#### **5.6 Repair Process**

For repairs during the rental period and following the Out Inspection:

- (a) All snowmobiles, cutters and ATV's will be inspected by DND personnel (rank of Sgt or higher) and the Contractor, jointly for damages prior to the repair of the snowmobile, cutter and ATV's. Any damages located will be annotated on the inspection report and signed by both parties. It will

be determined at the same time if the Contractor is responsible for the repairs at no cost to Canada or if DND is responsible to pay for repair. If DND is responsible to pay for the repairs, then approval has to be granted by the DND personnel who performed the Out Inspection prior to sending the equipment out for repairs.

(b) Any claim to damages found after the Out Inspection that were not identified must be submitted to the DND Project Authority named on the call-up document within 72 hours from the time the Out Inspection report is signed off by DND.

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

(d) The repair invoice for the snowmobiles, cutters and ATVs that DND is responsible to pay for, must be forwarded to DND Project Authority named on the call-up document.

## **6.0 Specifications**

### **6.1 Snowmobile (Rental):**

Medium general purpose machine for the movement of personnel and equipment, capable of towing toboggans are required with maximum manoeuvrability and stability in tight spaces and the snow machine must meet the following specifications:

- (a) 4 stroke (cycle) engine
- (b) Liquid cooled engine
- (c) Fuel injection;
- (d) Between 500 and 900 CC displacement;
- (e) Regular unleaded fuel;
- (f) Dual towing hitch capable – either pintle or draw pin;
- (g) Modular two up seating;
- (h) Cargo rack;
- (i) Speedometer;
- (j) Tachometer;
- (k) Electric start;
- (l) Heated handgrips and throttle thumb warmer;
- (m) 12 volt adapter; and
- (n) Reverse.

### **6.2 Snowmobile Helmets**

**6.2.1** The Contractor must supply snowmobile specific helmets in accordance with the specification at Article 6.2.2 below. The helmets must be supplied at the same time that the snowmobile is delivered. Onespere visor must be direct replacements for the helmets provided for quick replacement in case of breakage.

#### **6.2.2 Specification (Helmets and visors):**

The helmets must meet the following specifications:

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



Helmets must be available in size small to XXX large.

### **6.3 Cutters/Sleds:**

Cutters / sleds specifications:

- (a) minimum 3ft wide and 5ft long
- (b) have a minimum load capacity of 200 lbs
- (c) pintle or draw hitch to hook up to a snowmobile

### **6.4 ATV's Specifications:**

- (a) 4 stroke (cycle) engine;
- (b) Liquid cooled engine;
- (c) Fuel injection;
- (d) Between 400 and 750 CC 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 brakes;
- (j) Rear brake 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.
- (p) 12 volt adapter

#### **6.4.1 ATV Helmets;**

The Contractor must supply ATV specific helmets in accordance with the specification at Article 6.4.2 below. The helmets must be supplied at the same time and location when the ATV are ready to be put in service. Spare visors must be direct replacements for the helmets provided for quick replacement in case of breakage.

#### **6.4.2 Specification (Helmets and visors):**

The helmets must meet the following specifications:

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

Helmets must be available in size small to XXX large

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## ANNEX "B"

### BASIS OF PAYMENT

Firm all-inclusive prices in Canadian currency, for the provision of rental equipments, including all delivery and transportation charges, excluding GST/HST.

Standing Offer Year 1: (Date of standing offer issuance) to (1-year from the date of standing offer issuance)

Option Year 1 – Standing Offer Year 2: (1-year from the date of standing offer issuance) to (2-years from the date of standing offer issuance)

Option Year 2 – Standing Offer Year 3: (2-year from the date of standing offer issuance) to (3-years from the date of standing offer issuance)

Daily rate based on 24 consecutive hours

Weekly rate based on 7 consecutive days with each day consisting of 24 consecutive hours.

Monthly rate based on 30 consecutive days with each day consisting of 24 consecutive hours.

**a) Year 1 - Period from date of Standing Offer to 1-year from the date of standing offer issuance**

			Firm Rental Rates		
	Type of Vehicle	Year & Model Offered	Daily	Weekly	Monthly
1.	Over Snow Vehicle (OSV – Snowmobile) self-propelled – 2 passenger, long track, heavy duty, touring model with 500cc or larger engine. Supplied with 1 helmet per machine		\$_____	\$_____	\$_____
2.	Cutter / sleds that can be attached to the OSV. Sled/cutters minimum 3ft wide and 5ft long + able to carry 200 lbs		\$_____	\$_____	\$_____
3.	All Terrain Vehicle (ATV) 400-750 cc, 4 wheel drive, Supplied with 1 helmet per vehicle		\$_____	\$_____	\$_____

**Cancellation Charges**, if applicable, for vehicles that have been ordered and delivered but not used. \$\_\_\_\_\_

**b) Option Year 1 (Standing Offer Year 2) - Period from 1-year from the date of Standing Offer issuance to 2-years from the date of standing offer issuance**

			<u>Firm Rental Rates</u>		
	Type of Vehicle	Year & Model Offered	Daily	Weekly	Monthly
1.	Over Snow Vehicle (OSV – Snowmobile) self-propelled – 2 passenger, long track, heavy duty, touring model with 500cc or larger engine. Supplied with 1 helmet per machine		\$_____	\$_____	\$_____
2.	Cutter / sleds that can be attached to the OSV. Sled/cutters minimum 3ft wide and 5ft long + able to carry 200 lbs		\$_____	\$_____	\$_____
3.	All Terrain Vehicle (ATV) 400-750 cc, 4 wheel drive, Supplied with 1 helmet per vehicle		\$_____	\$_____	\$_____

**Cancellation Charges**, if applicable, for vehicles that have been ordered and delivered but not used. \$\_\_\_\_\_

**c) Option Year 2 (Standing Offer Year 3) - Period from 1-year from the date of Standing Offer issuance to 3-years from the date of standing offer issuance**

			<u>Firm Rental Rates</u>		
	Type of Vehicle	Year & Model Offered	Daily	Weekly	Monthly
1.	Over Snow Vehicle (OSV – Snowmobile) self-propelled – 2 passenger, long track, heavy duty, touring model with 500cc or larger engine. Supplied with 1 helmet per machine		\$_____	\$_____	\$_____
2.	Cutter / sleds that can be attached to the OSV. Sled/cutters minimum 3ft wide and 5ft long + able to carry 200 lbs		\$_____	\$_____	\$_____
3.	All Terrain Vehicle (ATV) 400-750 cc, 4 wheel drive, Supplied with 1 helmet per vehicle		\$_____	\$_____	\$_____

**Cancellation Charges**, if applicable, for vehicles that have been ordered and delivered but not used. \$\_\_\_\_\_

## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**

#### **1. Commercial General Liability Insurance**

1.1 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.

1.2 The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. 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.

## 1. Automobile Liability Insurance

2.1 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.

2.2 The policy must include the following:

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- 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"**

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## PERIODIC USAGE REPORT – STANDING OFFER

The Offeror understands that it is their responsibility to implement a system for tracking call-ups against this standing offer in order to provide usage reports and ensure that the financial limitation is not exceeded. Failure to comply may result in the setting aside of the Standing offer.

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Reports must be submitted to the Contracting Authority to [Wayne.Gosse@pwgsc-tpsgc.gc.ca](mailto:Wayne.Gosse@pwgsc-tpsgc.gc.ca) and to [NCR.SOMO@pwgsc.gc.ca](mailto:NCR.SOMO@pwgsc.gc.ca) every quarter, detailing the information below. **Failure to comply with this request may result in the withdrawal of the Standing Offer.**

The following information is required:

Standing Offer		(Insert Standing Offer #)			Start Date of SO (DD/MM/YYYY)		End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)			Start Reporting Period (DD/MM/YYYY)		End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Item Description	(Part Number - If Applicable)	Item Quantity	Unit of Measure (each, litre, etc..)	Date or Order	Date of Delivery	Value of Order (not including GST or Delivery)

Refer to Part 7. A. Article 3.2.

The FINAL REPORT is to provide a list showing items requisitioned that represent approximately the total value of all call-ups.

## ANNEX "E"

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## PRICE EVALUATION

**NOTE:** Evaluation will be based on unlimited free kilometers .

Pricing to include delivery to the destination specified and pick-up at the end of the rental period.

The pricing provided on Annex "B" - Basis of Payment are to be used for price evaluation.

Total Price for 3 Years for each type of vehicle will be determined as follows:

Step 1. The estimated days, weeks, months will be multiplied by the corresponding firm rate, to arrive at the Total Price for each year.

Step 2. Total Price for Each Year (a + b + c) will be added together to determine the Total Price for 3 Years for each vehicle type.

Step 3. Total evaluated price of the bidder is the sum of the total price for 3 years for each type of vehicle.

(a) Year 1 - Period from date of Standing Offer to 1-year from the date of standing offer issuance

(b) Option Year 1 - Period from 1-year from the date of the Standing Offer issuance to 2-years from the date of standing offer issuance

(c) Option Year 2 - Period from 1-year from the date of the Standing Offer issuance to 3-years from the date of standing offer issuance

Type of Vehicle	Est. Days	Firm Daily Rate	Est. Weeks	Firm Weekly Rate	Est. Months	Firm Monthly Rate	Total Price For Each Year
1. Over Snow Vehicle (OSV – Snowmobile) self-propelled – 2 passenger, long track, heavy duty, touring model with 500cc or larger engine. Supplied with 1 helmet per machine	5	\$ _____	5	\$ _____	5	\$ _____	= \$ _____ (a)
	5	\$ _____	5	\$ _____	5	\$ _____	= \$ _____ (b)
	5	\$ _____	5	\$ _____	5	\$ _____	= \$ _____ (c)
<b>TOTAL PRICE FOR 3 YEARS</b> (a) + (b) + (c) \$ _____							
2. Cutter / sleds that can be attached to the OSV. Sled/cutters minimum 3ft wide and 5ft long + able to carry 200 lbs	5	\$ _____	5	\$ _____	5	\$ _____	= \$ _____ (a)
	5	\$ _____	5	\$ _____	5	\$ _____	= \$ _____ (b)
	5	\$ _____	5	\$ _____	5	\$ _____	= \$ _____ (c)
<b>TOTAL PRICE FOR 3 YEARS</b> (a) + (b) + (c) \$ _____							
3. All Terrain Vehicle (ATV) 400-750 cc, 4 wheel drive, Supplied with 1 helmet per vehicle	5	\$ _____	5	\$ _____	5	\$ _____	= \$ _____ (a)
	5	\$ _____	5	\$ _____	5	\$ _____	= \$ _____ (b)
	5	\$ _____	5	\$ _____	5	\$ _____	= \$ _____ (c)



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		<b>TOTAL PRICE FOR 3 YEARS (a) + (b) + (c)</b> \$ _____
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