



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Procurement Strategy for Aboriginal Business (PSAB) -
Stratégie d'approvisionnement auprès des entreprises
autochtones (SAEA)

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Marine Machinery and Services / Machineries et services
maritimes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

| | |
|--|---|
| Title - Sujet PSAB - Outboard Motors | |
| Solicitation No. - N° de l'invitation E60ML-170001/G | Date 2017-12-11 |
| Client Reference No. - N° de référence du client E60ML-170001 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$ML-029-26573 | |
| File No. - N° de dossier 029ml.E60ML-170001 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-12-22 | Time Zone Fuseau horaire Eastern Standard Time EST |
| F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Guay, Yvan | Buyer Id - Id de l'acheteur 029ml |
| Telephone No. - N° de téléphone (819) 420-2907 () | FAX No. - N° de FAX (819) 956-0897 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As per call-up form PWGSC-TPSGC 942 Selon la formule de commande subséquente TPSGC-PWGSC 942 | |

Instructions: See Herein

Instructions: Voir aux présentes

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

This bid solicitation cancels and supersedes previous bid solicitation number E60ML-170001/E dated 2017-09-14 with a closing of 2017-10-27 at 2:00 PM EDT.

**Request for Standing Offer (RFSO)
For Outboard Motors, Inboard Motors and Stern Drives
For the Yamaha, Mercury, Mercury Mercruiser and Evinrude Brands
From Aboriginal Businesses
For the Government of Canada**

TABLE OF CONTENTS

| | |
|--|-----------|
| PART 1 - GENERAL INFORMATION..... | 3 |
| 1.1 INTRODUCTION | 3 |
| 1.2 SUMMARY | 3 |
| 1.3 DEBRIEFINGS..... | 4 |
| PART 2 - OFFEROR INSTRUCTIONS..... | 5 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 5 |
| 2.2 SUBMISSION OF OFFERS..... | 5 |
| 2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS | 5 |
| 2.4 APPLICABLE LAWS..... | 5 |
| PART 3 - OFFER PREPARATION INSTRUCTIONS | 6 |
| 3.1 OFFER PREPARATION INSTRUCTIONS | 6 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... | 8 |
| 4.1 EVALUATION PROCEDURES | 8 |
| 4.2 BASIS OF SELECTION | 9 |
| PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION | 10 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER | 10 |
| 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION .. | 11 |
| PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES..... | 13 |
| A. STANDING OFFER..... | 13 |
| 1. OFFER | 13 |
| 2. SECURITY REQUIREMENTS | 13 |
| 3. STANDARD CLAUSES AND CONDITIONS..... | 13 |
| 4. TERM OF STANDING OFFER..... | 14 |
| 5. AUTHORITIES | 14 |
| 6. IDENTIFIED USERS..... | 15 |
| 7. CALL-UP PROCEDURES..... | 15 |
| 8. CALL-UP INSTRUMENT..... | 15 |
| 9. LIMITATION OF CALL-UPS | 16 |
| 10. PRIORITY OF DOCUMENTS | 16 |
| 11. CERTIFICATIONS AND ADDITIONAL INFORMATION | 16 |
| 12. APPLICABLE LAWS..... | 16 |
| 13. PRICE LISTS | 16 |
| 14. LANGUAGE REQUIREMENTS..... | 16 |
| B. RESULTING CONTRACT CLAUSES..... | 17 |

Solicitation No. - N° de l'invitation
E60ML-170001/G
Client Ref. No. - N° de réf. du client
E60ML-170001

Amd. No. - N° de la modif.
File No. - N° du dossier
029ml.E60ML-170001

Buyer ID - Id de l'acheteur
029ml
CCC No./N° CCC - FMS No./N° VME

| | |
|---|-----------|
| 1. REQUIREMENT..... | 17 |
| 2. STANDARD CLAUSES AND CONDITIONS..... | 17 |
| 3. TERM OF CONTRACT..... | 17 |
| 4. PAYMENT..... | 17 |
| 5. INVOICING INSTRUCTIONS..... | 18 |
| 6. INSURANCE..... | 18 |
| 7. SACC MANUAL CLAUSES..... | 18 |
| 8. SHIPMENT RETURN..... | 18 |
| 9. SHIPPING INSTRUCTIONS..... | 18 |
| 10. LIMITATION OF CONTRACTOR'S LIABILITY FOR DAMAGES TO CANADA..... | 19 |
| ANNEX "A" | 20 |
| BASIS OF PAYMENT..... | 20 |
| ANNEX "B" | 21 |
| REPORTING REQUIREMENTS..... | 21 |
| ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS..... | 22 |
| ELECTRONIC PAYMENT INSTRUMENTS..... | 22 |

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) 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 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 and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Basis of Payment, the Reporting Requirements, the Electronic Payment Instruments and any other annexes

1.2 Summary

Procurement Strategy for Aboriginal Business (PSAB). To supply the 2018 models of Yamaha, Mercury, Mercury Mercruiser and Evinrude brands of outboard motors, inboard motors and stern drives with their parts and accessories from Aboriginal Businesses to government departments, agencies and Crown corporations for deliveries across Canada, except areas subject to Comprehensive Land Claims Agreements (CLCAs), on an as-and-when requested basis. In addition, standing offers will be issued to Original Equipment Manufacturers which will be for deliveries across Canada, except areas subject to CLCAs. The requirement does not contain servicing, installation, or repair and overhaul. In the event a client requires outboard motors to be delivered in CLCA area, this procurement will be treated as a separate requirement outside the standing offer.

The period of the Standing Offer will be from date of Standing Offer to 31 August 2018.

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

The evaluation requires the aboriginal business to be listed with PSAB and an authorized dealer of the Original Equipment Manufacturer brand of outboard motors, inboard motors and stern drives and will be selected based on lowest compliant price for each of the categories A, B et C. The evaluated price of a category will be the sum of all models 2018 of a brand.

1.3 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

2.1 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 (2017-04-27) 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: 60 days

Insert: 120 days

2.2 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.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than four (4) 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.

2.4 Applicable Laws

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

3.1 Offer Preparation Instructions

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

- Section I: Technical Offer, one (1) hard copy;
- Section II: Financial Offer, one (1) hard copy; and
- Section III: Certifications, one (1) hard copy.

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

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

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "A", Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C", Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06), Exchange Rate Fluctuation

Solicitation No. - N° de l'invitation

E60ML-170001/G

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

E60ML-170001

Amd. No. - N° de la modif.

File No. - N° du dossier

029ml.E60ML-170001

Buyer ID - Id de l'acheteur

029ml

CCC No./N° CCC - FMS No./N° VME

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Category A, Yamaha brand: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2018 models of Yamaha outboard motors for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each motor.

Category B, Mercury and Mercury Mercruiser brands: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2018 models of Mercury and Mercury Mercruiser brands of outboard motors, inboard motors and stern drives for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each motor.

Category C, Evinrude brand: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2018 models of Evinrude outboard motors for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each motor.

4.1.2 Financial Evaluation

The Offeror is required to submit firm unit prices that will apply for the entire period of the Standing Offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 9, Shipping Instructions, Canadian customs duties and excise taxes included.

Category A, Yamaha brand: The Aboriginal Business must submit firm unit prices for the 2018 models of Yamaha outboard motors for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 9, Shipping Instructions, Canadian customs duties and excise taxes included. The evaluated price of this category will be the sum of the prices of all models 2018 of this brand.

Category B, Mercury and Mercury Mercruiser brands: The Aboriginal Business must submit firm unit prices for the 2018 models of Mercury and Mercury brands of outboard motors, inboard motors and stern drives for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 9, Shipping Instructions, Canadian customs duties and excise taxes included. The evaluated price of this category will be the sum of the prices of all models 2018 of these brands.

Category C, Evinrude brand: The Aboriginal Business must submit firm unit prices for the 2018 models of Evinrude outboard motors for the period of standing offer, in Canadian dollars, Applicable

Taxes excluded, DDP point as specified in part 6B, clause 9, Shipping Instructions, Canadian customs duties and excise taxes included. The evaluated price of this category will be the sum of the prices of all models 2018 of this brand.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria of its category to be declared responsive. The responsive offer with the lowest evaluated price in each of the categories A, B and C will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
 - i. () The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

 - ii. () The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

- i. ☐ The Aboriginal business has fewer than six full-time employees.

OR

- ii. ☐ The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

5.1.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*)
of _____ (*insert name of business*), and an Aboriginal person,
as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-Aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - 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" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969).

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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to supply the 2018 models of Yamaha, Mercury, Mercury Mercruiser and Evinrude brands of outboard motors, inboard motors and stern drives with their parts and accessories from Aboriginal Businesses to government departments, agencies and Crown corporations for deliveries across Canada, except areas subject to Comprehensive Land Claims Agreements (CLCAs), on an as-and-when requested basis. In addition, standing offers will be issued to Original Equipment Manufacturers which will be for deliveries across Canada, except areas subject to CLCAs. The requirement does not contain servicing, installation, or repair and overhaul. In the event a client requires outboard motors to be delivered in CLCA area, this procurement will be treated as a separate requirement outside the standing offer.

2. Security Requirements

There is no security requirement applicable to the 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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

Periodic Usage Reports: Standing Offer

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "Annex B –Reporting Requirements". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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: date of standing offer to November 30;
- 2nd quarter: December 1 to February 28;
- 3rd quarter: March 1 to May 31; and
- 4th quarter: June 1 to August 31.

The data must be submitted to the Standing Offer Authority no later than 30 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 to 31 August 2018.

4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the call-up against the standing offer.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Yvan Guay
Supply Team Leader
Public Works and Government Services Canada
Defence and Marine Procurement Branch
Refit, Logistics and Small Vessel Construction Directorate
11 Laurier Street, Place du Portage, Phase III, 6C2
Gatineau, QC K1A 0S5

Telephone: 819-420-2907
Facsimile: 819-956-0897
E-mail address: Yvan.Guay@tpsgc-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.

5.2 Project Authority

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

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

5.3 Offeror's Representative

Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Identified Users

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

7. Call-up Procedures

The Identified Users are allowed to use one (1) of the two (2) following call-up procedures to select an Offeror.

(a) Lowest Price

An Identified User is allowed to select an Offeror based on the lowest price.

The following condition shall be met by an Identified User to choose the lowest price option:

- at least two (2) technically compliant items shall be available and selection has to be on a lowest price technically compliant basis.

(b) Most Cost Effective Option that is not Lowest Price

An Identified User is allowed to select an Offeror based on the most cost effective option that is not the lowest price.

The following factors could be used by an Identified User to determine its most cost effective option that is not lowest price:

- compatibility with existing inventory;
- required delivery time;
- proximity of dealers (for servicing in remote areas);
- reliability of dealer support (vendor performance);
- availability of parts and manuals;
- operating costs;
- maintenance costs;
- client department decision to procure under the Procurement Strategy for Aboriginal Business.

When the most cost effective option that is not the lowest price is taken to select an Offeror, the Identified User is responsible to incorporate the factors of their decision on its file.

8. 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.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included), when selection is based on most cost effective option that is not the lowest price.

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included), when selection is based on lowest price.

10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- e) Annex "A", Basis of Payment;
- f) Annex "B", Reporting Requirements;
- g) the Offeror's offer dated _____ (The Standing Offer authority will insert date of offer as specified by the Offeror in its offer).

11. Certifications and Additional Information

11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

12. 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 _____. (The Standing Offer Authority will insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

13. Price Lists

SACC Manual clause M3000C (2006-08-15) Price Lists

14. Language Requirements

The Offeror shall offer equipment documentation, operating and safety instructions in Canada's both official languages: English and French.

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 (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

(The Standing Offer Authority will insert the following clause when electronic payment instruments are accepted by the Offeror)

Section 16 Interest on Overdue Accounts, of 2010A (2016-04-04), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

Delivery must be made within ____ calendar days (The Standing Offer Authority will insert the number of calendar days as specified by the Offeror in its offer) from receipt of a call-up against the Standing Offer, and for back ordered stock in accordance with the date quoted by the Offeror at time of call-up against a Standing Offer.

4. Payment

4.1 Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up against a Standing Offer, the Contractor will be paid firm unit price(s) as specified in the call-up against a Standing Offer. Customs duties are included and Applicable Taxes are extra.

The firm unit prices of the standing offer are specified in Annex "A", Basis of Payment. Customs duties are included and Applicable Taxes are extra. Delivery points are specified in Part B, clause 9, Shipping Instructions.

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

4.2 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

4.3 Electronic Payment of Invoices – Call-up

(The Standing Offer Authority will reproduce below, the information from Annex "C" Electronic Payment Instruments accepted by the Offeror and renumber accordingly.)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International); and
- d. Electronic Data Interchange (EDI).

5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6. Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

7. SACC Manual Clauses

A3000C (2014-11-27) Aboriginal Business Certification
B7500C (2006-06-16) Excess Goods
D3010C (2016-01-28) Delivery of Dangerous Goods/Hazardous Products
D3014C (2007-11-30) Transportation of Dangerous Goods/Hazardous Products
D3015C (2014-09-25) Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance
D9002C (2007-11-30) Incomplete Assemblies

8. Shipment Return

Prior approval from the Contractor is required before a consignee can return any shipment.

9. Shipping Instructions

1. For motors shipped at points served by truck or rail, shipment shall be consigned to the destination specified in any contract resulting from a call-up against the Standing Offer and delivered DDP Delivered Duty Paid (**place of destination named in the contract**) Incoterms 2010. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes. Beyond that point, freight charges are extra and the responsibility of the consignee.
2. For motors shipped at points involving air or water route, shipment shall be consigned to the destination specified in any contract resulting from a call-up against the Standing Offer and delivered FCA Free Carrier (**Offeror's facility named in the contract**) Incoterms 2010. Canada will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance and customs duties (if applicable). Inland transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.
3. For parts and accessories, shipment shall be consigned to the destination specified in any contract resulting from a call-up against the Standing Offer and delivered FCA Free Carrier (**Offeror's facility named in the contract**) Incoterms 2010. Canada will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance and customs duties (if applicable). Transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

10. Limitation of Contractor's Liability for Damages to Canada

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to the **value of the contract resulting from a call-up against a standing offer**. This limitation of the Contractor's liability does not apply to:
 - a. any infringement of intellectual property rights; or
 - b. any breach of warranty obligations.
3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

ANNEX "A"

BASIS OF PAYMENT

1. In consideration of the Offeror satisfactorily completing all its obligations under a contract resulting from a call-up against a Standing Offer, the Offeror shall be paid firm unit prices in Canadian funds, Canadian customs duties included, applicable taxes extra. The Offeror must maintain its firm unit prices for the period of Standing Offer.

- (a) Schedule A – Yamaha, Mercury, Mercury Mercruiser and Evinrude Brands of Outboard Motors, Inboard Motors and Stern Drives

The unit prices for the Yamaha, Mercury, Mercury Mercruiser and Evinrude brands of outboard motors, inboard motors and stern drives will be the prices to be attached by the Offeror in Appendix 1 to Annex "A".

- (b) Schedule B - Yamaha, Mercury, Mercury Mercruiser, Evinrude and Johnson brands of Parts and Accessories

The unit prices for the Yamaha parts and accessories will be the prices as published in Yamaha's master parts and accessories price list latest editions in effect on date of order, less ____% discount off wholesale.

The unit prices for the Mercury and Mercury Mercruiser brands of parts and accessories will be the prices as published in Mercury Marine's master parts and accessories price list latest editions in effect on date of order, less ____% discount off wholesale.

The unit prices for the Evinrude and Johnson brands of parts and accessories will be the prices as published in BRP US's master parts and accessories price list latest editions in effect on date of order, less ____% discount off wholesale.

2. Prices excluding Canadian customs duties will be made available to Users upon request.

3. Prices include the cost of packaging in accordance with good commercial practice to ensure safe arrival at destination.

4. Freight charges are as per Article 9, Shipping Instructions in Part B.

5. The handling charges payable on items ordered in error by Users and which are to be returned for credit or replacement will be calculated as follows:

- (a) Motors (return category will be assessed by the Offeror at time of order upon request by Canada):

1) Regularly Stock Motors: _____

2) Special Order Motors: _____

- (b) Parts and Accessories (return category will be assessed by the Offeror at time of order upon request by Canada):

1) Regularly Stock Parts and Accessories: _____

2) Special Order Parts and Accessories: _____

ANNEX "B"

REPORTING REQUIREMENTS

Reports may contain, but are not limited to, the following information:

- i. the standing offer number;
- ii. the supplier name;
- iii. the reporting period;
- iv. the call-up number for each call-up, including amendments;
- v. the client department;
- vi. the contracting authority;
- vii. the date of the call-up;
- viii. the call-up period;
- ix. the line items acquired;
- x. the value of the call-up, applicable taxes included.

ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI).