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## **Definitions**

In this Request for Standing Offers, unless the context otherwise requires.

### **“Authorized User”**

Means to a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer.

### **“Federal Identified User”**

Means any Federal 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.

### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social

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service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

## **PART 1 - GENERAL INFORMATION**

### **PART 1 - GENERAL INFORMATION**

#### **Principal – Agent Relationship**

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

#### **Offer**

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

#### **No Obligation**

The Provincial/Territorial Identified User has no obligation to use this procurement instrument.

#### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

#### **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, if applicable, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 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 Annex A - Pricing, Annex B - List of Factory Certified Warranty Providers (FCWP), Annex C - Purchase Description and Questionnaire - Group 1, Annex D - Purchase Description and Questionnaire - Group 2, Annex E - Purchase Description and Questionnaire - Group 3, Annex F - Purchase Description and Questionnaire - Group 4, Annex G – Call-up Document for Provincial/Territorial Identified User; Annex H – General Conditions 2009 – Standing Offer – Goods or Services – Authorized Users and Annex I General Conditions 2015A – General Conditions – Goods – Authorized Users – (Medium complexity) and Annex J – Electronic Payment of Invoices.

## **1.2 Summary**

Canada has a requirement to establish a National Master Standing Offer (NMSO) for the supply of Snowmobiles to Authorized Users, on an as-and-when requested basis, from November 1, 2018 up to and including October 31, 2019.

Below is a list of provinces and territories who have shown an interest in making call-ups against the Standing Offer. Only Authorized Users will be authorized to issue call-ups against the NMSO. The following are Authorized Users:

- Northwest Territories
- Yukon
- New Brunswick
- Newfoundland and Labrador
- Alberta
  - City of Calgary
  - City of Edmonton
- Ontario
  - City of Toronto
  - City of Ottawa
- Nova Scotia

Any resulting Standing Offer shall be for delivery requirements to locations within Canada, including locations within Comprehensive Land Claims Settlement Areas (CLCSA's).

The requirements of all CLCAs apply to this requirement. For all call-ups for deliveries within a particular CLCA area, the client authority must contact the standing offer authority to ensure all obligations are met.

There are two (2) separate solicitation documents published on GETS for this requirement; one (1) solicitation document E60HS-18SNOW/A aimed at the general industry and one (1) under the aboriginal set-aside program E60HS-18SNOW/B. If Offerors are eligible and choose to make an offer on both requirements they must quote on the appropriate solicitation document, in other words submit two (2) separate offer packages.

"This procurement is subject to the Nunavut Land Claims Agreement, Gwich'in Comprehensive Land Claim Agreement, Sahtu Dene and Metis Comprehensive Land Claim Agreement, Tlicho Land Claims and Self-Government Agreement, Inuvialuit Final Agreement, Vuntut Gwich'in First Nation, First Nation of Nacho Nyak Dun, Teslin Tlingit Council, Champagne and Aishihik First Nations, Little Salmon/Carmacks First Nation, Selkirk First Nation, Tr'ondëk Hwëch'in First Nation, Ta'an Kwach'an Council, Kluane First Nation, Kwanlin Dun First Nation, Carcross/Tagish First Nation, Maa-nulth Final Agreement, Nisga'a Final Agreement, Tsawwassen First Nation Final Agreement, James Bay and Northern Quebec Agreement, Northeastern Quebec Agreement, Nunavik Inuit Land Claims Agreement, Eeyou Marine Region Land Claims Agreement, Labrador Inuit Land Claims Agreement."

### **1.3 Electronic Purchasing Tool - Notification**

Canada may, at any time during the Standing Offer period, choose to make use of an electronic procurement solution or other electronic tools to manage the Standing Offer and associated ordering processes.

Canada reserves the right to render participation in the use of the new solution and any associated interfaces, mandatory or optional, at its sole discretion.

Any costs associated with the implementation and maintenance of the Offeror's participation in the electronic procurement solution will be borne by the Offeror.

Canada agrees to provide the Offeror with no less than three months notice to allow for the migration to any electronic procurement solution. Any notice will, at a minimum, include the following:

- The Commercial name of the electronic procurement solution;
- Requirements pertaining to enablement or membership to the supplier networks;
- Technical requirements for catalogue formats and system interfaces (if applicable);
- Payment processing requirements (if applicable);
- Implementation plan; and
- Order processing requirements and workflows.

For all purchases for which the participation in any such electronic procurement solution is

mandatory, if the Offeror chooses not to participate, the Standing Offer may be set aside by Canada.

#### **1.4 Debriefings**

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

#### **1.5 Offer**

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

#### **1.6 Disclosure of information – Optional Users**

The following definitions apply to this provision only:

**“Optional Users”** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**“MASH entities”** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater



certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

The following entity is listed as an optional User:

- City of Toronto

**1.7 Set-aside under the Procurement Strategy for Aboriginal Business (PSAB)**

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Canadian Free Trade Agreement (CFTA), AIT does not apply to this procurement.

## **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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: the words “departments and agencies” and “Canada”

Insert: Authorized User

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

The 2006 standard instructions is amended as follows:

- section 05, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section 17."
  - paragraph 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the RFSO or, to the specified address in the RFSO, as applicable."
  - paragraph 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
  -
- section 06, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return or delete offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in section 07"
- section 07, entitled Delayed offers, is amended as follows:
  - subsection 1 is deleted and replaced as follows:
    1. An offer delivered to the specified Bid Receiving Unit after the RFSO closing date and time but before the standing offer issuance date may be considered, provided

the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.

- a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
  - i. a CPC cancellation date stamp;
  - ii. a CPC Priority Courier bill of lading;
  - iii. a CPC Xpresspost label;

that clearly indicates that the offer was sent before the RFSO closing date.

- section 08, Transmission by facsimile, is deleted entirely and replaced with the following:

"Transmission by facsimile

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile.
  - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO.
  - ii. PWGSC regional offices: The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.
- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
  - i. receipt of garbled, corrupted or incomplete offer;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of an offer; or
  - vii. security of offer data.
- c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

## **2.2 Submission of Offers**

Offers must be submitted only to Public Works Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### **2.4 Applicable Laws**

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

### **2.5 Improvement of Requirement During Solicitation Period**

Should Offerors consider that the Purchase Description contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least **fourteen (14) calendar days** before the RFSO closing date and time. Canada will have the right to accept or reject any or all suggestions.

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

### **3.1 Offer Preparation Instructions**

The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

Section IV: Additional Information

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its 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)

Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing a hard copy of its offer using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft will have priority over the wording of the other 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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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.

### **3.1.1 Substitutes and Alternatives**

Offerors may propose substitutes and alternatives where indicated in the Purchase Description.

1. Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance where the Offeror:
  - (a) Clearly identifies a substitute and/or an alternative;
  - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
  - (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
  - (d) Provides complete specifications and brochures, where applicable;
  - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
  - (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
2. Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance if:
  - (a) The offer fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
  - (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.
3. In conducting the evaluation of offers, Canada may, but will have no obligation to request the offeror offering a substitute and/or an alternative, to provide a copy of the alternative standard and to demonstrate, at the bidder's sole cost, that it is equivalent to the technical requirement.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Part 6 B and in Annex A - Pricing. The total amount of applicable taxes must be shown separately.

### **3.1.2 Electronic Payment of Invoices – Offer**

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

If Annex "J" 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

### **Section III: Certifications**

#### **1. Certifications**

Offerors must submit the certifications required under Part 5.

### **Section IV: Additional Information**

#### **1. Additional Information**

Canada requests that offerors submit the following information, which will be incorporated in Part 6, A - Standing Offer:

#### **2. Offeror's Representative**

##### **General enquiries**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

##### **Delivery follow-up**

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### **4.1 Technical Evaluation**

#### **4.1 Mandatory Technical Evaluation Criteria**

##### **4.1.1 Mandatory Proof of Compliance**

Offerors submitting an offer for Group 001 must submit, with their offer, all proof of compliance required in the Purchase Description for Snowmobile 540cc minimum and the Technical Information Questionnaire.

Offerors submitting an offer for Group 002 must submit, with their offer, all proof of compliance required in the Purchase Description for Snowmobile 790cc minimum and the Technical Information Questionnaire.

Offerors submitting an offer for Group 003 must submit, with their offer, all proof of compliance required in the Purchase Description for Snowmobile 790 cc minimum and the Technical Information Questionnaire.

Offerors submitting an offer for Group 004 must submit, with their offer, all proof of compliance required in the Purchase Description for Snowmobile 890 cc minimum and the Technical Information Questionnaire.

##### **4.1.2 Substitutes and/or Alternatives**

Offeror's proposing substitutes and/or alternatives must provide with their bid, all the information as detailed in Part 3, Section 1, - Substitutes and Alternatives to be considered for evaluation.

##### **4.1.3 Mandatory Factory Certified Warranty Providers (FCWP)**

**It is mandatory that Offeror's have a FCWP within 150 km of every City Centre listed in Annex B.**

The following information must be provided with offer:

- i) Offerors must complete Annex B - List of Factory Certified Warranty Providers Section I. Offerors may identify more than one (1) FCWP per location in Annex B - List of Factory Certified Warranty Providers, Section II.
- ii) The FCWP must be located within one hundred and fifty (150) Kilometers from City center listed in Annex B - List of Factory Certified Warranty Providers (FCWP);

### **4.2 Financial Evaluation**

#### **4.2.1 Mandatory Financial Evaluation**



Offerors submitting an offer for Group 001 must provide, with their offer, all financial information requested in the RFSO and at Annex A - Pricing, Group 001 - Snowmobile.

Offerors submitting an offer for Group 002 must provide, with their offer, all financial information requested in the RFSO and at Annex A - Pricing, Group 002 - Snowmobile.

Offerors submitting an offer for Group 003 must provide, with their offer, all financial information requested in the RFSO and at Annex A - Pricing, Group 003 - Snowmobile.

Offerors submitting an offer for Group 004 must provide, with their offer, all financial information requested in the RFSO and at Annex A - Pricing, Group 004 - Snowmobile.

The Offer must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

#### **4.2.2 Aggregate Evaluated Price**

Offers will be evaluated on an aggregate price basis per group, for all items of the group, as follows:

a) the firm markup for shipping will be added to an estimated amount of \$2,000.00 to obtain the evaluated shipping cost;

b) as an example:  $10\% \times \$2,000.00 = \$200.00$   
 $\$200.00 + \$2,000.00 = \$2,200.00$   
\$2,200.00 would be the evaluated shipping cost

c) the sum of all firm lot prices and the evaluated shipping cost will determine the evaluated aggregate price per group.

#### **4.3 Basis of Selection**

An offer must comply with all the requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated aggregate price per group 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 Canadian Content**

##### **5.1 Canadian Content Definition**

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

##### **5.1.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers for items with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the item(s) offered being treated as non-Canadian goods.

Instruction to contracting officers: Choose one of the following options:

"Offerors must clearly identify beside each item listed in the request for standing offer document which items meet the definition of Canadian good and complete the following certification."

( ) the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.

##### **5.1.2 Set-Aside for Aboriginal Business**

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, 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.

#### **5.1.2.1 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

#### **5.1.2.2 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the](#)

Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## **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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

### **5.2.3 General Environmental Criteria Certification**

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Bidders'</b>	<b>Insert a checkmark for each criterion</b>
--	--

<b>organization</b>	<b>that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

#### **5.2.4 Product Conformance**

The Offeror certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the standing offer and any resulting contract, to all technical specifications of the purchase description(s).

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

\_\_\_\_\_  
Offeror's authorized representative signature

\_\_\_\_\_  
Date

#### **5.2.5 FCWP Certification**

The Offeror certifies that all FCWP are authorized by the Original Equipment Manufacturer to provide warranty repairs for the vehicle/equipment offered.

\_\_\_\_\_  
Offeror's authorized representative signature

\_\_\_\_\_  
Date

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### Definitions and Interpretation

a) Definitions: In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions *2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex H or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

b) Other Interpretative Provisions, unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

#### **Key Terms**

##### Definitions

In this Standing Offer, unless the context otherwise requires,

**“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

**“Federal Identified User”**

Means any Federal 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.

**“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

**“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

**Principal – Agent Relationship**

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

**Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

## **6.1 Offer**

The Offeror offers to supply Snowmobiles in accordance with:

Purchase Description and Questionnaire - Group 1 – Snowmobile 540cc minimum.

Purchase Description and Questionnaire - Group 2 – Snowmobile 790cc minimum.

Purchase Description and Questionnaire - Group 3 – Snowmobile 790cc minimum.

Purchase Description and Questionnaire - Group 4 – Snowmobile 890cc minimum.

to Authorized Users across the country, including to locations within Comprehensive Land Claims Settlement Areas (CLCSA's), on an as-and-when requested basis.

## **6.2 Security Requirements**

There is no security requirement applicable to this Standing Offer.

## **6.3 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 Services and Procurement Canada.

### **6.3.1 General Conditions**

**2009** General Conditions – Standing Offers – Goods or Services – Authorized Users attached as Annex H, apply to and form part of the Standing Offer and are amended as follows:

**The following section(s) from General Conditions 2009 apply to Federal Identified Users only:** Section 11 – Integrity Provisions

### **6.3.2 Standing Offer Reporting**

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

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority and the Procurement 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 reporting requirements includes, but is not limited to, the following information:



- 1a. Standing Offer Number;
  - 1b. Standing Offer Title;
  - 1c. Authorized Users
  - 1d. Call-up number
  - 1e. Invoice date and number
  - 1f. Region of Delivery
  - 1g. Reporting Period (Quarter and Per Fiscal Year);
  - 1h. Total Number of Orders and associated value (Applicable taxes included) for the Reporting Period (Quarter);
  - 1i. Total Number of Orders and associated value (Applicable taxes included) (Per Fiscal Year);
- 
- 2a. Item number;
  - 2b. Total Number of Item ordered (Per Quarter and Per Fiscal Year);
  - 2c. Total Number of Item ordered (Per Region of Delivery);

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

### **6.3.3 Standing Offers - Final Report**

On completion or termination of the National Master Standing Offer (NMSO), the offeror must produce a detailed final report with all cumulative data of the call-ups. Data must also include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically to the Standing Offer Authority, no later than **thirty (30) calendar days** after the end of the completion or the set-aside of the Standing Offer.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from the effective date of the Standing Offer for a one (1) year period.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Kevin Reynolds  
Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
HS Division  
Place du Portage, Phase III, 7B1  
Telephone: 873-469-3390  
E-mail address: kevin.reynolds@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

### **Contracting Authorities**

If a call-up is issued by:

#### **Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

#### **Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

Attention: **(To be inserted by PSPC)**

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer revision issued by the Standing Offer Authority.

### **6.5.3 Offeror's Representative**

#### **General enquiries**

Name: (to be inserted by PSPC)

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### **Delivery follow-up**

Name: (to be inserted by PSPC)

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### **6.6 Authorized Users**

#### **Federal Identified Users**

The Federal 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.

### **Provincial/Territorial Identified Users**

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

The following entity is listed as an optional User:

- Northwest Territories
- Yukon
- New Brunswick
- Newfoundland and Labrador
- Alberta
  - City of Calgary
  - City of Edmonton
- Ontario
  - City of Ottawa
  - City of Toronto
- Nova Scotia

### **Disclosure of information – Optional Users**

**“Optional Users”** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**“MASH entities”** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

The following entity is listed as an optional User:

- City of Toronto

## **6.7 Call-up Procedures**

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a

Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## **6.8 Call-up Instrument**

### **6.8.1 Federal Identified User**

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraph 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;

- statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation of the Federal Identified User's authority to enter in to a Contract; and
- acceptance of the terms and conditions of the Standing Offer.
- confirmation that funds are available under section 32 of the Financial Administration Act
- allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

### **6.8.2 Provincial/Territorial Identified User**

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## **6.9 Limitation of Call-ups**

### **Federal Identified User**

Individual call-ups against the Standing Offer must not exceed \$ 40,000.00 (Applicable Taxes included).

Requirement exceeding \$ 40,000.00 (Applicable Taxes included) must be submitted to PSPC Standing Offer Authority for review and approval prior to issuing call-up.

### **Provincial/Territorial Identified User**

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

## **6.10 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) Annex H, the General Conditions 2009 - Standing Offers - Goods or Services – Authorized Users;
- d) Annex I, the General Conditions 2015A - Goods (Medium Complexity – Authorized Users;
- e) Annex C – Purchase Description and Questionnaire Group 1;
- f) Annex D – Purchase Description and Questionnaire Group 2;
- g) Annex E – Purchase Description and Questionnaire Group 3;
- h) Annex F – Purchase Description and Questionnaire Group 4;
- i) Annex A, Pricing
- j) Annex B, Factory Certified Warranty Providers (FCWP);
- k) the Offeror's offer dated (insert date of offer), as amended on (insert date(s) if applicable).

## **6.11 Certifications and Additional Information**

### **6.11.1 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.

## **6.12 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 Ontario.

The Offeror may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offeror.

## **6.13 Factory Certified Warranty Providers**

The Factory Certified Warranty Providers (FCWP) are listed at Annex B - List of Factory Certified Warranty Providers. During the period of the Standing Offer, the Offeror must maintain an up-to-date list and provide a copy of the updated list electronically to the

Standing Offer Authority when changes occur. The FCWP must have the facilities and manpower required to perform all warranty repairs on the vehicle/equipment.

During the period of the Standing Offer, the Offeror must replace a FCWP which can no longer provide repairs or when the FCWP is not providing acceptable repairs in accordance with the terms of the Standing Offer.

#### **6.14 Technical Changes, Substitutes and Alternatives**

During the period of the Standing Offer any technical changes, substitutes and alternatives proposed by the Offeror, as mandated by the manufacturer or legislative body, must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A revision to the Standing Offer or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Offeror is unable to meet the technical requirement, Canada may set aside the Standing Offer and/or terminate the contract for default in accordance with the general conditions stated in the Standing Offer and the resulting contract.

#### **6.15 Substitute Model**

In the event that a model is discontinued, the Offeror can offer, through the Standing Offer Authority, a substitute model for acceptance by the technical authority. The substitute model must meet all the technical requirements of the Purchase Description and must be offered at the same price as the model it is replacing in the Standing Offer. Acceptance of the substitute model will be through a Standing Offer revision.

Should the Technical Authority not accept the substitute model or the offeror is unable to meet the technical requirements, Canada may set aside the Standing Offer and/or terminate the contract for default in accordance with the general conditions stated in the Standing Offer and the resulting contract.

## **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.

### **6.1 Requirement**

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

### **Definitions and Interpretation**

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex I or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.



## **6.2 Standard Clauses and Conditions**

### **6.2.1 General Conditions**

2015A General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract:

**The following sections of 2015A apply to Federal Identified Users only:**

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement - contract

## **6.3 Term of Contract**

### **6.3.1 Delivery Date**

Delivery must be made within 30 calendar days from receipt of a call-up against the Standing Offer.

## **6.4 Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in Canadian dollars, as specified in Annex A - Pricing, and as follows:

### **6.4.1 Basis of Payment - Destination within a radius of 150 km of the cities centers identified in Annex B - List of Factory Certified Warranty Providers, Section I**

Firm lot prices in Canadian dollars, Delivered Duty Paid (... named place of destination), Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

### **6.4.2 Basis of Payment - Destination outside a radius of 150 km of the city centers identified in Annex B - List of Factory Certified Warranty Providers, Section I**

Firm lot prices, Delivered Duty Paid (... named place of destination), Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

In addition to the firm lot price, the Contractor will be paid for the shipping cost, from the FCWP to the named place of destination, at the actual laid down-cost plus a firm mark-up.

The shipping cost must be for the shipping from the FCWP by choosing the best economical means from the closest named place of destination.

The contractor's actual laid-down cost is defined as the cost incurred by the Contractor to acquire a specific product or service for resale to the government. This includes the Contractor's invoice price (less trade discounts) but excludes the Applicable Taxes and any General and Administrative, handling and profit.

Mark-up includes applicable purchasing expense, internal handling and general and administrative expenses, plus profit but excludes the Applicable Taxes.

#### **6.4.3 Limitation of Price**

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.

#### **6.4.4 Multiple Payments**

The Authorized User will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by the Authorized User;
- c. the Work delivered has been accepted by the Authorized User.

#### **6.4.5 Electronic Payment of Invoices – Call-up**

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);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

#### **6.5 Invoicing Instructions**

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

Each invoice must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Identified User, thereby reducing printed material.
3. Invoices must be distributed as follows:
- (a) the original and one (1) copy must be forwarded or emailed to the consignee, or as indicated on the call-up against the Standing Offer, for certification and payment.

#### **6.6 SACC Manual Clauses – Federal Identified Users**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A9006C	Defence Contract (DND Only)	2012-07-16
A9049C	Vehicle Safety	2011-05-16
B1505C	Shipment of Hazardous Materials	2016-01-28
C2801C	Priority Rating - Canadian based Contractors (DND	2011-05-16

	Only)	
C2800C	Priority Rating - (DND Only)	2014-11-27
D3010C	Dangerous Goods/Hazardous Products (DND Only)	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C) - (DND Only)	2010-08-16
G1005C	Insurance	2016-01-28

## **6.7 Shipping Instructions**

### **6.7.1 Shipping Instructions - All destinations**

1. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in call-up against the standing offer. The consignee may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for any additional costs.

## **6.8 Preparation for Delivery**

### **6.8.1 Preparation for Delivery**

1. The vehicle/equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior shall be clean when it arrives at the delivery destination. All vehicles must be delivered with the New Vehicle Information Statement (NVIS) accompanying the vehicle. NVIS is to be included with the delivery paper work. If required, for shipments to Nunavut, snowmobile must be crated as per NSSI requirements, snowmobile and accessories to be shipped in one (1) crate. Offerors must be able to meet the crating criteria.

## **6.9 Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

1. The Contractor is requested provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Standing Offer Authority, the Technical Authority or the Identified User thereby reducing printed material.
2. The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
3. Product components used in performing the services should be recyclable and/or reusable, whenever possible.

## ANNEX A - PRICING

**Offerors must provide firm lot price per vehicle/equipment Delivered Duty Paid (DDP) to destination within a radius of 150km of the following city centers in accordance with Part 6B Basis of Payment.**

### **City Centers:**

St-John's, NL	Winnipeg, MB	Prince George, BC
Halifax, NS	Regina, Sk	Whitehorse, YT
Moncton, NB	Saskatoon, Sk	Hay River, NT
Québec, QC	Prince Albert, Sk	Yellowknife, NT
Montréal, Qc	Calgary, Ab	Iqaluit, Nunavut
Ottawa, On	Edmonton, Ab	
Kingston, ON	Kelowna, BC	
Sudbury, On	Vancouver, BC	
North Bay, On	Victoria, BC	
Toronto, On	Creston, BC	
London, On	Terrace, BC	

### **Group 001 – Snowmobiles**

The Contractor must deliver Snowmobiles and related items in accordance with the attached Purchase Description for Snowmobile 540cc minimum.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

#### **Item 001 - Group 001**

Firm lot price of \$ \_\_\_\_\_ per vehicle/equipment Delivered Duty Paid (DDP) to destination within a radius of 150 km of the City Centers in accordance with Part 6B Basis of Payment.

Volume pricing for multiple quantities:

Qty 2-5: \$ \_\_\_\_\_

Qty 6-10 \$ \_\_\_\_\_

#### **Item 002 - Group 001 - Shipping Cost Markup**

Shipping cost at the actual laid-down cost plus a firm markup of \_\_\_\_\_% for deliveries to destination outside a radius of 150 km of the city centers identified in Annex B  
- List of Factory Certified Warranty Providers, Section I.

### **Group 002 – Snowmobiles**

The Contractor must deliver snowmobiles and related items in accordance with the attached Purchase Description for snowmobile 790cc minimum.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

#### **Item 001 - Group 002**

Firm lot price of \$ \_\_\_\_\_ per vehicle/equipment Delivered Duty Paid (DDP) to destination within a radius of 150 km of the City Centers in accordance with Part 6B Basis of Payment.

Volume pricing for multiple quantities:

Qty 2-5: \$ \_\_\_\_\_

Qty 6-10 \$ \_\_\_\_\_

#### **Item 002 - Group 002 - Shipping Cost Markup**

Shipping cost at the actual laid-down cost plus a firm markup of \_\_\_\_\_% for deliveries to destination outside a radius of 150 km of the city centers identified in Annex B - List of Factory Certified Warranty Providers, Section I.

### **Group 003 – Snowmobiles**

The Contractor must deliver snowmobiles and related items in accordance with the attached Purchase Description for snowmobile 790cc minimum.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

#### **Item 001 - Group 003**

Firm lot price of \$ \_\_\_\_\_ per vehicle/equipment Delivered Duty Paid (DDP) to destination within a radius of 150 km of the City Centers in accordance with Part 6B Basis of Payment.

Volume pricing for multiple quantities:

Qty 2-5: \$ \_\_\_\_\_

Qty 6-10 \$ \_\_\_\_\_

#### **Item 002 - Group 003 - Shipping Cost Markup**

Shipping cost at the actual laid-down cost plus a firm markup of \_\_\_\_\_% for deliveries to destination outside a radius of 150 km of the city centers identified in Annex B - List of Factory Certified Warranty Providers, Section I.

**Group 004 – Snowmobiles**

The Contractor must deliver snowmobiles and related items in accordance with the attached Purchase Description for snowmobile 890cc minimum.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

**Item 001 - Group 003**

Firm lot price of \$ \_\_\_\_\_ per vehicle/equipment Delivered Duty Paid (DDP) to destination within a radius of 150 km of the City Centers in accordance with Part 6B Basis of Payment.

Volume pricing for multiple quantities:

Qty 2-5: \$ \_\_\_\_\_

Qty 6-10 \$ \_\_\_\_\_

**Item 002 - Group 003 - Shipping Cost Markup**

Shipping cost at the actual laid-down cost plus a firm markup of \_\_\_\_\_% for deliveries to destination outside a radius of 150 km of the city centers identified in Annex B - List of Factory Certified Warranty Providers, Section I.

## **Annex B – List of Factory Certified Warranty Providers (FCWP)**

The warranty providers listed below are Factory Certified and have the facilities and manpower required to perform all warranty repairs and services on the equipment.

The FCWP must be located within 150 kilometers from the City centers listed.

**An FCWP within 150 km must be provided for all City centers listed.**

### **Section I**

City Center: St-John's (NL)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Halifax (NS)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Moncton (NB)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Québec (QC)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Montréal (QC)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

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E-mail (optional): \_\_\_\_\_

City Center: Sudbury (ON)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: North Bay (ON)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Ottawa (ON)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Kingston (ON)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Toronto (ON)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: London (ON)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_



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Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Winnipeg (MB)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Regina (SK)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Saskatoon (SK)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Calgary (AB)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Edmonton (AB)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: Kelowna (BC)

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Vancouver (BC)  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Victoria (BC)  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Creston (BC)  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Terrace (BC)  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Prince George (BC)  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Prince Albert (SK)  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Whitehorse (YT)  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Yellowknife, (NT)  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Hay River (NT)  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

City Center: Iqaluit, Nunavut  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_  
Fax # (optional): \_\_\_\_\_  
E-mail (optional): \_\_\_\_\_

## **Section II**

Additional Warranty Providers:

City Center: \_\_\_\_\_ ( )  
Distance from City Center: \_\_\_\_\_ km  
FCWP Business Name: \_\_\_\_\_  
FCWP Business Address: \_\_\_\_\_  
Contact Name: (if available) \_\_\_\_\_  
Telephone #: \_\_\_\_\_

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Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: \_\_\_\_\_ ( )

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: \_\_\_\_\_ ( )

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: \_\_\_\_\_ ( )

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

City Center: \_\_\_\_\_ ( )

Distance from City Center: \_\_\_\_\_ km

FCWP Business Name: \_\_\_\_\_

FCWP Business Address: \_\_\_\_\_

Contact Name: (if available) \_\_\_\_\_

Telephone #: \_\_\_\_\_

Fax # (optional): \_\_\_\_\_

E-mail (optional): \_\_\_\_\_

## **ANNEX "H"**

### **General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users**

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

#### **2009 01 Interpretation**

In the Standing Offer, unless the context otherwise requires:

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized to make call-ups against the Standing Offer;

"Call-up"

means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between the Authorized User and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Federal Identified User"

means any Federal 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;

"Offeror"

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

"Provincial/Territorial Identified User"

means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service

entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Standing Offer;

"Standing Offer"

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users.

## **2009 02 General**

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

## **2009 03 Standard Conditions and Clauses**

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract.

## **2009 04 Offer**

1. The Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when Authorized Users may request those goods or services or combination of goods and services, in accordance with the conditions listed at subsection 2 below.
2. The Offeror understands and agrees that:
  - a. a call-up against the Standing Offer will form a contract only when those goods or services or combination of goods and services have been requested, provided that the Call-up is made in accordance with the provisions of the Standing Offer;

- b. Canada's liability is limited to that which arises from Call-ups against the Standing Offer made by Federal Identified Users only and within the period specified in the Standing Offer;
- c. Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and liabilities associated with the issuance and management of the call-up;
- d. Canada may require that the purchase of goods or services or combination of goods and services listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will provide the Offeror at least three months' notice before imposing such a requirement;
- e. the Standing Offer cannot be assigned or transferred in whole or in part;
- f. the Standing Offer may be set aside by Canada at any time.

#### **2009 05 Call-ups**

If applicable, the Authorized Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using acquisition cards (Visa or Master Card).

Call-ups ordered and paid for with acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.

#### **2009 06 Withdrawal**

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

#### **2009 07 Revision**

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

#### **2009 08 Joint Venture**

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from

the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

#### **2009 09 Disclosure of Information**

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

#### **2009 10 Publication of Standing Offer Information**

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:

- a. the conditions of the Standing Offer;
- b. the Offeror's procurement business number, its name; the name, address, telephone number, fax number and e-mail address of its representative;
- c. the Offeror's profile and its level of security clearance;
- d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.

2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

#### **2009 11 Integrity Provisions - Standing Offer**

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>

#### **2009 12 Access to Information**

Records created by the Offeror, and under the control of the Authorized Users, are subject to federal or provincial/territorial access to information and privacy laws as applicable. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities.

Furthermore, the Offeror acknowledges that section 67.1 of the Access to Information Act, R.S.C. 1985, c.A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information



Act, or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

### **2009 13 Default by the Offeror**

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.

2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer.

### **2009 14 Code of Conduct for Procurement – Standing Offer**

The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

## **ANNEX "I"**

### **General Conditions 2015A – Goods - Authorized User - (Medium Complexity)**

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

These general conditions are to be used for medium complexity competitive or non-competitive requirements. Commercial goods are defined as off-the-shelf commercial products, off-the-shelf electrical and electronics products, off-the-shelf commercial spare parts with military specifications, standard information management/information technology requirements.

#### **2015A 01 Interpretation**

In the Contract, unless the context otherwise requires:

##### **"Applicable Taxes"**

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

##### **"Articles of Agreement"**

means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

##### **"Authorized User"**

means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Contract;

##### **"Authorized User's Property"**

means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

##### **"Canada", "Crown", "Her Majesty" or "the Government"**

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

##### **"Contract"**

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the person designated by that title in the Contract, or by notice to the Contractor, to act as the Authorized User's representative to manage the Contract;

"Contractor"

means the person, entity or entities named in the Contract to supply goods, services or both to the Authorized User;

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Federal Identified User"

means any Federal 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;

"Party"

means the Authorized User, the Contractor or any other signatory to the Contract and

"Parties" means all of them;

"Provincial/Territorial Identified User"

means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

## **2015A 02 Standard Clauses and Conditions**

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

## **2015A 03 Powers of Authorized User**

All rights, remedies, powers and discretions granted or acquired by the Authorized User under the Contract or by law are cumulative, not exclusive.

## **2015A 04 Status of the Contractor**

The Contractor is an independent contractor engaged by the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Authorized User. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

## **2015A 05 Condition of Material**

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

## **2015A 06 Time of the Essence**

It is essential that the Work be delivered within or at the time stated in the Contract.

## **2015A 07 Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. The Authorized User will pay the Contractor:
  - a. the value, of all completed parts of the Work delivered to and accepted by the Authorized User, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b. the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.

The total amount paid by the Authorized User under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

#### **2015A 08 Inspection and Acceptance of the Work**

All the Work is subject to inspection and acceptance by the Authorized User. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized User will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

#### **2015A 09 Warranty**

1. Despite inspection and acceptance of the Work by or on behalf of the Authorized User without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by the Authorized User to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Authorized User must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or

making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by the Authorized User. If, in the opinion of the Authorized User, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.

3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
  - a. the warranty period remaining, including the extension, or
  - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

### **2015A 10 Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the Authorized User, item or reference numbers, deliverable/description of the Work, contract number, Authorized Users (client) Reference Number (CRN). Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **2015A 11 Taxes**

1. Authorized Users are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use the Authorized User's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in

accordance with applicable legislation), including for material incorporated into real property.

4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, the Authorized User must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

### **2015A 12 Transportation Costs**

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

### **2015A 13 Transportation Carriers' Liability**

The Authorized User's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Authorized User(determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

### **2015A 14 Shipment Documentation**

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

### **2015A 15 Payment Period**

1. The Authorized User's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered

overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.

2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

#### **2015A 16 Interest on Overdue Accounts\***

\*This clause is applicable where payment of interests of overdue accounts is not prohibited by law in an Authorized User's jurisdiction.

1. For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association (Payments Canada);

"date of payment"

for a Federal Identified User means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

for a Provincial/Territorial Identified User means the date of the negotiable instrument drawn by the appropriate authorities of the province/territory to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable.
3. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. The Authorized User will not pay interest on overdue advance payments.



### **2015A 17 Audit**

The amount claimed under the Contract is subject to an audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

### **2015A 18 Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.

### **2015A 19 Ownership**

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Authorized User after delivery and acceptance by or on behalf of the Authorized User.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Authorized User belongs to the Authorized User upon such payment being made. This transfer of ownership does not constitute acceptance by the Authorized User of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Authorized User in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to the Authorized User, the Contractor must, if requested by the Authorized User, establish to the Authorized User's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Authorized User may require.

### **2015A 20 Authorized User's Property**

The Contractor must take reasonable and proper care of all Authorized User's property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

### **2015A 21 Amendment**

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

### **2015A 22 Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon any Authorized User.

### **2015A 23 Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada or any other applicable provincial law, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Authorized User gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
5. Subject to the deduction of any claim that the Authorized User may have against the Contractor arising under the Contract or out of the termination, the Authorized User will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the Authorized User pursuant to a direction under subsection 4 and accepted by the Authorized User.

### **2015A 24 Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the

Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor agrees that it will only be paid the following amounts:
  - a. on the basis of the Contract Price, for any part of the Work completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost incurred by the Contractor for any part of the Work commenced, but not completed, prior to the date of the termination notice, plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

#### **2015A 25 Right of Set-off**

Without restricting any right of set-off given by law, the Authorized User may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Authorized User by the Contractor under the Contract or under any other current contract. The Authorized Users may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Authorized Users by the Contractor which, by virtue of the right of set-off, may be retained by the Authorized Users.

#### **2015A 26 Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of

values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

### **2015A 27 Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

### **2015A 28 International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Authorized User any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section 24.

### **2015A 29 Integrity Provisions – Contract**

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at Ineligibility and Suspension Policy.

### **2015A 30 Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

### **2015A 31 Code of Conduct for Procurement – contract**

The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Contract.

**ANNEX "J" 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);
- ☐ ( ) Wire Transfer (International Only);

## ANNEX “C”


### GROUP 1

#### Purchase description for Standard Snowmobiles

#### **1.0 Mandatory Technical Criteria**

The Snow Machines MUST:

- Be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least 5 years;
- Conform to all applicable laws, regulations and industrial standards governing manufactures, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- Have systems and components capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

<b>Year:</b>	
	New (or most current model of manufacture production)
<b>Engine &amp; Drive Train:</b>	
Type:	2 Stroke
Displacement:	540 cc (minimum)
Cooling:	Fan cooled
Starting:	Electric (with manual recoil - mandatory)
	Starter must be linked directly to the engine not by means of cable or other peripheral attachment. (mandatory)
Transmission:	Automatic, including Forward and Reverse (minimum)
Ignition & Fuel Delivery:	Manufacturer Standard – MUST be able to operate in temperatures of -40C and lower. Snow machines are operating in geographic areas that experience temperatures lower than -20C, which require appropriate main jets as per manufacturer specifications to operate in these temperatures. Must be included & installed.
Suspension:	Manufacturer Standard
Lubrication Oil reservoir:	Manufacturer Standard
Kill switch/Tether Cord:	Manufacturer Standard
<b>Dimensions / Capacities:</b>	
Length:	120 in. (minimum)
Width:	42 in. (minimum)
Height:	50 in. (minimum)
Ski Stance:	35 in. (minimum)
Track:	15 in. (minimum) - 16 in. (maximum) wide 140 in. long (minimum) 1.25 in. high (minimum)
 Fuel Tank:	Manufacturer Standard
Rear Rack:	Manufacturer Standard

Hitch:	One (1) J/Tow Hitch & One (1) Tongue Hitch, included & installed. Only one hitch to be installed, supply other one with machine.
Towing Capacity:	Manufacturer Standard
<b>Brakes:</b>	
Type:	Disc (minimum)
Parking brake:	Manufacturer Standard
<b>Instrumentation:</b>	
Speedometer/Odometer:	Manufacturer Standard
Tachometer:	Manufacturer Standard
Trip/Hour meter:	Manufacturer Standard
Fuel Gage:	Manufacturer Standard – Mechanical (minimum)
Temp/Oil Light:	Manufacturer Standard
Gear Indicator:	Manufacturer Standard
<b>Occupational Health &amp; Safety:</b>	
Lighting:	One (1) Headlight (Hi/Low) and One (1) Taillight (minimum)
Seating:	Two person Capacity (minimum)
	Passenger Back Rest
	Passenger Hand Grips
Windshield:	18 in. high (minimum) - installed
Underbody Protection:	Must cover front, middle and sides of any exposed vital component areas.
Warmers:	Manufacturer Standard - Hand & Thumb
Connector:	Manufacturer Standard - Helmet defrost
Mirrors:	Manufacturer Standard - Left and Right
Outlet:	Manufacturer Standard - 12V
Battery:	Manufacturer Standard
<b>Additional Features:</b>	
Tool Kits	Manufacturer Standard – one for each Unit
Cover:	Factory Cover – All Weather; Trailerable with tie down capability; covers entire machine
Spark plugs and belt:	Provide a set of spare spark plug and belt for each unit
PDI:	Pre-Delivery Inspection – Standard
Manuals:	Operators Manual – disc or hard copy – one copy for each unit (English/French)
	Service & Parts Manual – disc, hardcopy (copy for each) or on-line (English and/or French)
	Warranty letter – hard copy (copy for each) (English and/or French)
Manual to Technical Authority	Service and Parts Manual and Warranty letter – disc, hardcopy or on-line (English and/or French)
Shipping:	Must be shipped fully assembled.
Warranty:	One (1) year minimum all-inclusive after-sales warranty. A combination of manufacturer and extended warranty covering the Manufacturer warranty is acceptable. Warranty service to be provided at service center. If no service center is available, Recall, Parts and/or After Sales Service must be provided within 48 hours; or within a mutually agreed time frame that is agreed

Canada

	upon between the Identified User and the Contractor.
Delivery:	FOB Destination: vendor to arrange offloading at the delivery location with no additional equipment or manpower to be provided by the client.
Color:	Industry Standard Commercial Paint
Keys:	Two(2) sets per unit (minimum)
Identification Plate:	Permanently marked and in a conspicuous and protected location



## Annex “C”

### GROUP 1

#### Evaluation Criteria Standard Snowmobiles

##### Instructions

Bidders MUST include Proof of Compliance with a minimum of two (2) copies of the descriptive literature of the make and model of the item(s) offered. Proof of Compliance must provide detailed information on each performance requirement and/or specification.

Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications must be provided. The certificate must detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

Bidders should specifically cross reference where this specification is located within descriptive literature, i.e. technical data sheets, brochures, or Certificate of Attestation.

##### Mandatory Technical Criteria

**BIDDER MUST SUBMIT WITH THEIR BID PROOF OF BEING AN AUTHORIZED MANUFACTURER RESELLER FOR THE UNIT OFFERED.**

				<b>Proof of compliance Comment or Page Number Reference</b>
<b>Year:</b>				
	New (or most current model of manufacture production)			
<b>Engine &amp; Drive Train:</b>				
Type:	2 Stroke			
Displacement:	540 cc (minimum)			
Cooling:	Fan cooled			
Starting:	Electric - (with manual recoil - mandatory)			
	Starter must be linked directly to the engine not by means of cable or other peripheral attachment. (mandatory)			
<b>Dimensions / Capacities:</b>				
Length:	120 in. (minimum)			

Width:	42 in. (minimum)			
Height:	50 in. (minimum)			
Ski Stance:	35 in. (minimum)			
Track:	15 in. (minimum) - 16 in. (maximum) wide 140 in. long (minimum) 1.25 in. high (minimum)			
<b>Occupational Health &amp; Safety:</b>				
Seating:	Two person Capacity (minimum)			
	Passenger Back Rest			
	Passenger Hand Grips			
Windshield:	18 in. high (minimum) - installed			
Underbody Protection:	Must cover front, middle and sides of any exposed vital component areas.			
Warmers:	Manufacturer Standard - Hand & Thumb			
Connector:	Manufacturer Standard - Helmet defrost			
Mirrors:	Manufacturer Standard - Left and Right			
Outlet:	Manufacturer Standard - 12V			
<b>Additional Features:</b>				
Tool Kits	Manufacturer Standard – one for each Unit			
Cover:	Factory Cover – All Weather; Trailerable with tie down capability; covers entire machine			

Year, Make, Model and Model Number of Product(s) Offered:

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The bidder certifies that the products offered meet the performance specifications above and the Requirement detailed in Annex “A”.

Signed \_\_\_\_\_

Date \_\_\_\_\_

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## ANNEX “D”

### Group 2

#### Statement of Requirement for “Deep Snow” Snowmobiles 2 Up Seating

##### 1.0 Mandatory Technical Criteria

The Snow Machines MUST:

- Be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least 5 years;
- Conform to all applicable laws, regulations and industrial standards governing manufactures, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- Have systems and components capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

<b>Year:</b>	
	New (or most current model of manufacturer production)
<b>ENGINE &amp; DRIVE TRAIN:</b>	
Type:	2 Stroke
Displacement:	790 cc (minimum)
Cooling:	Liquid cooled
Starting:	Electric (with manual recoil - mandatory)
Transmission:	Automatic, including Forward and Reverse (minimum)
Suspension:	Manufacturer Standard
Ignition and Fuel Delivery:	Manufacturer Standard – MUST be able to operate in temperatures of -40C and lower. Snow machines are operating in geographic areas that experience temperatures lower than -20C, which require appropriate main jets as per manufacturer specifications to operate in these temperatures. Must be included & installed.
Lubrication Oil Reservoir:	Manufacturer Standard
Kill switch/Tether Cord:	Manufacturer Standard
<b>DIMENSIONS/CAPACITIES:</b>	
Length:	125 in. (minimum)
Width:	42 in. (minimum)
Height:	42 in. (minimum)
Ski Stance:	35 in. (minimum )
Dry Weight:	500 lb. (maximum)
Track:	15 in. (minimum) - 16 in. (maximum) wide 150 in. long (minimum) 2.4 in. high (minimum)
<b>Canada</b> Fuel Tank:	Manufacturer Standard
Rack:	Manufacturer Standard
Hitch:	One (1) J/Tow Hitch & one (1) Tongue Hitch, included and



	installed. Only one hitch to be installed, supply other with machine.
Towing Capacity	Manufacturer Standard
<b>BRAKES:</b>	
Track:	Disc (minimum )
Parking Brake:	Manufacturer Standard
<b>INSTRUMENTATION:</b>	
Speedometer/Odometer:	Manufacturer Standard
Tachometer:	Manufacturer Standard
Trip/Hour meter:	Manufacturer Standard
Fuel Gage:	Manufacturer Standard – Mechanical (minimum)
Temp/Oil Light:	Manufacturer Standard
<b>OCCUPATIONAL HEALTH &amp; SAFETY:</b>	
Lighting:	One (1) Headlight (Hi/Low) and One (1) Taillight (minimum)
Seating:	Two person Capacity (minimum)
	Passenger Back Rest
	Passenger Hand Grips
Windshield:	18 in high (minimum) - installed
Underbody Protection:	Must cover front, middle and sides of any exposed vital component areas.
Warmers:	Manufacturer Standard - Hand & Thumb
Connector:	Manufacturer Standard - Helmet defrost
Mirrors:	Manufacturer Standard - Left and Right
Outlet	Manufacturer Standard- 12V
Battery:	Manufacturer Standard
<b>ADDITIONAL FEATURES:</b>	
Tool Kits	Manufacturer Standard – one for each Unit
Cover:	Factory Cover – All Weather; Trailerable with tie down capability; covers entire machine
Spark plugs and belt:	Provide a set of spare spark plug and belt for each unit.
PDI:	Pre-Delivery Inspection – Standard
Manuals:	Operators Manual – disc or hard copy – one copy for each unit (English / French)
	Service & Parts Manual – disc, hardcopy (copy for each) or on-line (English and/or French)
	Warranty letter – hard copy (copy for each) (English and/or French)
Manual to Technical Authority	Service and Parts Manual and Warranty letter – disc, hardcopy or on-line (English preferred)
Shipping/Crating:	Must be shipped assembled
Warranty:	One (1) year minimum all-inclusive after-sales warranty. A combination of manufacturer and extended warranty covering the Manufacturer warranty is acceptable. Warranty service to be provided at service center. If no service center is available, Recall, Parts and/or After Sales Service must be provided within 48 hours; or within a mutually agreed time

Canada



	frame that is agreed upon between the Identified User and the Contractor.
Delivery:	FOB Destination: vendor to arrange offloading at the delivery location with no additional equipment or manpower to be provided by the client.
Color::	Industry Standard Commercial Paint
Keys:	Two (2) sets per unit (minimum)
Identification Plate:	Permanently marked and in a conspicuous and protected location



## Annex “D”

### Evaluation Criteria “Deep Snow” Snowmobiles 2 Up Seating

#### GROUP 2

#### Instructions

Bidders **MUST** include Proof of Compliance with a minimum of two (2) copies of the descriptive literature of the make and model of the item(s) offered. Proof of Compliance must provide detailed information on each performance requirement and/or specification.

Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications must be provided. The certificate must detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

Bidders should specifically cross reference where this specification is located within descriptive literature, i.e. technical data sheets, brochures, or Certificate of Attestation.

#### Mandatory Technical Criteria

**BIDDER MUST SUBMIT WITH THEIR BID PROOF OF BEING AN AUTHORIZED MANUFACTURER RESELLER FOR THE UNIT OFFERED.**

				Proof of compliance Comment or page number reference
<b>Year:</b>				
	New (or most current model of manufacturer production)			
<b>ENGINE &amp; DRIVE TRAIN:</b>				
Type:	2 Stroke			
Displacement:	790 cc (minimum)			
Cooling:	Liquid Cooled			
Starting:	Electric (with manual recoil - mandatory)			
<b>DIMENSIONS /CAPACITIES:</b>				
Length:	125 in. (minimum)			
Width:	42 in. (minimum)			
Height:	42 in. (minimum)			

Canada



Ski Stance:	35 in. (minimum )			
Dry Weight:	500 lb. (maximum)			
Track:	15 in. (minimum) - 16 in. (maximum) wide 150 in. long (minimum) 2.4 in. high (minimum)			
<b>OCCUPATIONAL HEALTH &amp; SAFETY:</b>				
Seating:	Two person Capacity (minimum)			
	Passenger Back Rest			
	Passenger Hand Grips			
Windshield:	18 in high (minimum) - installed			
Underbody Protection:	Must cover front, middle, sides, rear			
Warmers:	Manufacturer Standard - Hand & Thumb			
Connector:	Manufacturer Standard - Helmet Defrost			
Mirrors:	Manufacturer Standard - Left and Right			
Outlet	Manufacturer Standard - 12V			
<b>ADDITIONAL FEATURES:</b>				
Tool Kits	Manufacturer Standard – one for each Unit			
Cover:	Factory Cover – All Weather; Trailerable with tie down capability; covers entire machine			

Year, Make, Model and Model Number of Product(s) Offered:

\_\_\_\_\_

The bidder certifies that the products offered meet the performance specifications above and the Requirement detailed in Annex “A”.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

Canada



## ANNEX “E”

### Group 3

#### Statement of Requirement for “Deep Snow / Mountain” Snowmobiles 1 Up Seating

##### 1.0 Mandatory Technical Criteria

The Snow Machines MUST:

- Be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least 5 years;
- Conform to all applicable laws, regulations and industrial standards governing manufactures, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- Have systems and components capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

<b>Year:</b>	
	New (or most current model of manufacturer production)
<b>ENGINE &amp; DRIVE TRAIN:</b>	
Type:	2 Stroke
Displacement:	790 cc (minimum)
Cooling:	Liquid cooled
Starting:	Electric (with manual recoil - mandatory)
Transmission:	Automatic, including Forward and Reverse (minimum)
Suspension:	Manufacturer Standard
Ignition and Fuel Delivery:	Manufacturer Standard – MUST be able to operate in temperatures of -40C and lower. Snow machines are operating in geographic areas that experience temperatures lower than -20C, which require appropriate main jets as per manufacturer specifications to operate in these temperatures. Must be included & installed.
Lubrication Oil Reservoir:	Manufacturer Standard
Kill switch/Tether Cord:	Manufacturer Standard
<b>DIMENSIONS/CAPACITIES:</b>	
Length:	125 in. (minimum)
Width:	42 in. (minimum)
Height:	42 in. (minimum)
Ski Stance:	35 in. (minimum )
Dry Weight:	500 lb. (maximum)
Track:	15 in. (minimum) - 16 in. (maximum) wide 160 in. long (minimum) 2.5 in. high (minimum)
<b>Canada</b> Fuel Tank:	Manufacturer Standard
Rack:	Manufacturer Standard
Hitch:	One (1) J/Tow Hitch & one (1) Tongue Hitch, included and





	installed. Only one hitch to be installed, supply other with machine.
Towing Capacity	Manufacturer Standard
<b>BRAKES:</b>	
Track:	Disc (minimum )
Parking Brake:	Manufacturer Standard
<b>INSTRUMENTATION:</b>	
Speedometer/Odometer:	Manufacturer Standard
Tachometer:	Manufacturer Standard
Trip/Hour meter:	Manufacturer Standard
Fuel Gage:	Manufacturer Standard – Mechanical (minimum)
Temp/Oil Light:	Manufacturer Standard
<b>OCCUPATIONAL HEALTH &amp; SAFETY:</b>	
Lighting:	One (1) Headlight (Hi/Low) and One (1) Taillight (minimum)
Seating:	One person Capacity
Windshield:	Manufacturer Standard
Underbody Protection:	Must cover front, middle and sides of any exposed vital component areas.
Warmers:	Manufacturer Standard - Hand & Thumb
Connector:	Manufacturer Standard - Helmet defrost
Outlet	Manufacturer Standard – 12V
Battery:	Manufacturer Standard
<b>ADDITIONAL FEATURES:</b>	
Tool Kits	Manufacturer Standard – one for each Unit
Cover:	Factory Cover – All Weather; Trailerable with tie down capability; covers entire machine
Spark plugs and belt:	Provide a set of spare spark plug and belt for each unit
PDI:	Pre-Delivery Inspection – Standard
Manuals:	Operators Manual – disc or hard copy – one copy for each unit (English/French)
	Service & Parts Manual – disc, hardcopy (copy for each) or on-line (English and/or French)
	Warranty letter – hard copy (copy for each) (English and/or French)
Manual to Technical Authority	Service and Parts Manual and Warranty letter – disc, hardcopy or on-line (English preferred)
Shipping/Crating:	Must be shipped assembled
Warranty:	One (1) year minimum all-inclusive after-sales warranty. A combination of manufacturer and extended warranty covering the Manufacturer warranty is acceptable. Warranty service to be provided at service center. If no service center is available, Recall, Parts and/or After Sales Service must be provided within 48 hours; or within a mutually agreed time frame that is agreed upon between the Identified User and the Contractor.
<b>Canada</b>	
Delivery:	FOB Destination: vendor to arrange offloading at the delivery



	location with no additional equipment or manpower to be provided by the client.
Color::	Industry Standard Commercial Paint
Keys:	Two (2) sets per unit (minimum)
Identification Plate:	Permanently marked and in a conspicuous and protected location

Canada



## Annex “E”

### Evaluation Criteria

#### “Deep Snow / Mountain” Snowmobiles 1 Up Seating

#### GROUP 3

##### Instructions

Bidders MUST include Proof of Compliance with a minimum of two (2) copies of the descriptive literature of the make and model of the item(s) offered. Proof of Compliance must provide detailed information on each performance requirement and/or specification.

Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications must be provided. The certificate must detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

Bidders should specifically cross reference where this specification is located within descriptive literature, i.e. technical data sheets, brochures, or Certificate of Attestation.

##### Mandatory Technical Criteria

**BIDDER MUST SUBMIT WITH THEIR BID PROOF OF BEING AN AUTHORIZED MANUFACTURER RESELLER FOR THE UNIT OFFERED.**

				Proof of compliance Comment or page number reference
<b>Year:</b>				
	New (or most current model of manufacturer production)			
<b>ENGINE &amp; DRIVE TRAIN:</b>				
Type:	2 Stroke			
Displacement:	790 cc (minimum)			
Cooling:	Liquid Cooled			
Starting:	Electric (with manual recoil - mandatory)			
<b>DIMENSIONS/ CAPACITIES:</b>				
<b>Canada</b> Length:	125 in. (minimum)			
Width:	42 in. (minimum)			



Height:	42 in. (minimum)			
Ski Stance:	35 in. (minimum )			
Dry Weight:	500 lb. (maximum)			
Track:	15 in. (minimum) - 16 in. (maximum) wide 160 in. long (minimum) 2.5 in. high (minimum)			
<b>OCCUPATIONAL HEALTH &amp; SAFETY:</b>				
Seating:	One person Capacity			
Underbody Protection:	Must cover front, middle, sides, rear			
Warmers:	Manufacturer Standard - Hand & Thumb			
Connector:	Manufacturer Standard - Helmet Defrost			
Outlet:	Manufacturer Standard - 12V			
<b>ADDITIONAL FEATURES:</b>				
Tool Kits	Manufacturer Standard – one for each Unit			
Cover:	Factory Cover – All Weather; Trailerable with tie down capability; covers entire machine			

Year, Make, Model and Model Number of Product(s) Offered:

\_\_\_\_\_

The bidder certifies that the products offered meet the performance specifications above and the Requirement detailed in Annex “A”.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

Canada



## ANNEX “F”

### Group 4

#### Statement of Requirement for “Deep Snow / Wide Track” Snowmobiles

##### 1.0 Mandatory Technical Criteria

The Snow Machines MUST:

- Be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least 5 years;
- Conform to all applicable laws, regulations and industrial standards governing manufactures, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- Have systems and components capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

<b>Year:</b>	
	New (or most current model of manufacturer production)
<b>ENGINE &amp; DRIVE TRAIN:</b>	
Type:	4 Stroke
Displacement:	890 cc (minimum)
Cooling:	Liquid cooled
Starting:	Electric
Transmission:	Automatic, including Forward, Reverse, High, Low and Neutral Position
Suspension:	Telescopic Front and Manufacturer Standard Rear
Ignition and Fuel Delivery:	Manufacturer Standard – MUST be able to operate in temperatures of -40C and lower. Snow machines are operating in geographic areas that experience temperatures lower than -20C, which require appropriate main jets as per manufacturer specifications to operate in these temperatures. Must be included & installed.
Lubrication Oil Reservoir:	Manufacturer Standard
Kill switch/Tether Cord:	Manufacturer Standard
<b>DIMENSIONS/CAPACITIES:</b>	
Length:	120 in. (minimum)
Width:	42 in. (minimum)
Height:	50 in. (minimum)
Ski Stance:	35 in. (minimum )
Track:	23 in. (minimum) wide 150 in. long (minimum) 1 in. high (minimum)
<b>Canada</b> Fuel Tank:	Manufacturer Standard
Rack:	Manufacturer Standard
Hitch:	One (1) J/Tow Hitch & one (1) Tongue Hitch, included and



	installed. Only one hitch to be installed, supply other with machine.
Towing Capacity	Manufacturer Standard
<b>BRAKES:</b>	
Track:	Disc (minimum )
Parking Brake:	Manufacturer Standard
<b>INSTRUMENTATION:</b>	
Speedometer/Odometer:	Manufacturer Standard
Tachometer:	Manufacturer Standard
Trip/Hour meter:	Manufacturer Standard
Fuel Gage:	Manufacturer Standard – Mechanical (minimum)
Temp/Oil Light:	Manufacturer Standard
<b>OCCUPATIONAL HEALTH &amp; SAFETY:</b>	
Lighting:	One (1) Headlight (Hi/Low) and One (1) Taillight (minimum)
Seating:	Two person Capacity (minimum)
	Passenger Back Rest
	Passenger Hand Grips
Windshield:	18 in high (minimum) to 24in. (maximum) high - installed
Warmers:	Manufacturer Standard - Hand & Thumb
Connector:	Manufacturer Standard - Helmet defrost
Mirrors:	Manufacturer Standard - Left and Right
Outlet	Manufacturer Standard – 12V
Battery:	Heavy-Duty, 30 amp Gel
<b>ADDITIONAL FEATURES:</b>	
Tool Kits	Manufacturer Standard – one for each Unit
Cover:	Factory Cover – All Weather; Trailerable with tie down capability; covers entire machine
Spark plugs and belt:	Provide a set of spare spark plug and belt for each unit
PDI:	Pre-Delivery Inspection – Standard
Manuals:	Operators Manual – disc or hard copy – one copy for each unit (English/French)
	Service & Parts Manual – disc, hardcopy (copy for each) or on-line (English and/or French))
	Warranty letter – hard copy (copy for each) (English and/or French)
Manual to Technical Authority	Service and Parts Manual and Warranty letter – disc, hardcopy or on-line (English preferred)
Shipping/Crating:	Must be shipped assembled
Warranty:	One (1) year minimum all-inclusive after-sales warranty. A combination of manufacturer and extended warranty covering the Manufacturer warranty is acceptable. Warranty service to be provided at service center. If no service center is available, Recall, Parts and/or After Sales Service must be provided within 48 hours; or within a mutually agreed time frame that is agreed upon between the Identified User and the Contractor.

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Delivery:	FOB Destination: vendor to arrange offloading at the delivery location with no additional equipment or manpower to be provided by the client.
Color::	Industry Standard Commercial Paint
Keys:	Two (2) sets per unit (minimum)
Identification Plate:	Permanently marked and in a conspicuous and protected location

Canada



## Annex “F”

### Evaluation Criteria

#### “Deep Snow / Wide Track” Snowmobiles

#### GROUP 4

##### Instructions

Bidders MUST include Proof of Compliance with a minimum of two (2) copies of the descriptive literature of the make and model of the item(s) offered. Proof of Compliance must provide detailed information on each performance requirement and/or specification.

Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications must be provided. The certificate must detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

Bidders should specifically cross reference where this specification is located within descriptive literature, i.e. technical data sheets, brochures, or Certificate of Attestation.

##### Mandatory Technical Criteria

**BIDDER MUST SUBMIT WITH THEIR BID PROOF OF BEING AN AUTHORIZED MANUFACTURER RESELLER FOR THE UNIT OFFERED.**

				Proof of compliance Comment or page number reference
<b>Year:</b>				
	New (or most current model of manufacturer production)			
<b>ENGINE &amp; DRIVE TRAIN:</b>				
Type:	4 Stroke			
Displacement:	890 cc (minimum)			
Cooling:	Liquid Cooled			
Starting:	Electric			
Transmission:	Automatic, including Forward, Reverse, High, Low and Neutral Position			
<b>Canada</b> Suspension:	Telescopic Front and Manufacturer Standard Rear			





				<b>Proof of compliance Comment or page number reference</b>
<b>DIMENSIONS/CAPACITIES:</b>				
Length:	120 in. (minimum)			
Width:	42 in. (minimum)			
Height:	50 in. (minimum)			
Ski Stance:	35 in. (minimum )			
Track:	23 in. (minimum) wide 150 in. long (minimum) 1 in. high (minimum)			
<b>OCCUPATIONAL HEALTH &amp; SAFETY:</b>				
Seating:	Two person Capacity (minimum)			
	Passenger Back Rest			
	Passenger Hand Grips			
Windshield:	18 in high (minimum) to 24in. (maximum) high - installed			
Warmers:	Manufacturer Standard - Hand & Thumb			
Connector:	Manufacturer Standard - Helmet Defrost			
Outlet:	Manufacturer Standard - 12V			
<b>ADDITIONAL FEATURES:</b>				
Tool Kits	Manufacturer Standard – one for each Unit			
Cover:	Factory Cover – All Weather; Trailerable with tie down capability; covers entire machine			

Year, Make, Model and Model Number of Product(s) Offered:

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The bidder certifies that the products offered meet the performance specifications above and the Requirement detailed in Annex “A”.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Canada