

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

Title - Sujet Vehicle Repair	
Solicitation No. - N° de l'invitation W0105-132212/A	Date 2012-10-18
Client Reference No. - N° de référence du client W0105-132212	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-011-4527
File No. - N° de dossier MCT-2-35072 (011)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-28	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Sharpe, Charlene A.	Buyer Id - Id de l'acheteur mct011
Telephone No. - N° de téléphone (506)851-3467 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Gagetown Base Maintenance Contracts Section, Bldg K-4 OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation

W0105-132212/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct011

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0105-132212

MCT-2-35072

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; and |
| 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 | Statement of Work |
| Annex B | Basis of Payment |

2. Summary

Requesting a Regional Individual Standing Offer for the repair of military commercial off the shelf Chevrolet truck vehicles as per attached Statement of Work, Annex A, to the Department of National Defence, at CFB Gagetown in Oromocto, New Brunswick, on an "as and when requested" basis. The period of the RISO will be for a two year period from date of issuance, followed by an option to extend for one additional one year period.

Repairs will be performed on site at the Contractor's facility. Vehicles will be driven or towed to the Contractor's location.

The Offeror must be a licensed facility able to provide warranty repairs to the Chevrolet K25743HD trucks for Maintenance Company and in accordance with Government of Canada Transportation guidelines for the repair of commercial trucks. Proof of such license may be requested by DND.

As DND will be responsible for transporting the vehicles to the contractor's facility, the Contractor must be located within a 30 kilometre distance from the Main Gate at CFB Gagetown, Oromocto, NB, Canada.

Contractor must be able to source, acquire and install military specific equipment on these vehicles to maintain a military operational vehicle.

Pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (2012/07/11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named

in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, **transmission of offers by electronic mail to PWGSC will not be accepted.**

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)
 Section II: Financial Offer (1 hard copy)
 Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors are encouraged to:

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

Section I: Technical Offer

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

Section II: Financial Offer

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

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria as specified in Annex A.

1.2 Financial Evaluation

SACC Reference	Section	Date
M0220T	Evaluation of Price	2007/05/25

2. Basis of Selection

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

(Derived from - Provenant de: M0069T, 2007/05/25)

PART 5 - CERTIFICATIONS

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

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

non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

- 1.1** Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html) - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

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

2.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

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

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- 2.** If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax

(819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to FCP, and has a valid certificate number as follows:
_____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

Signature

Date

(Derived from - Provenant de: M2000T, 2010/08/16)

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

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

Signature

Date

(Derived from - Provenant de: M3025T, 2010/01/11)

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

There is **no security requirement** associated with the requirement.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012/07/16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 (2012/07/16) referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

4. Term of Standing Offer

4.1 Period of the Standing Offer

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

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

(Derived from - Provenant de: M9014C, 2008/05/12)

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Charlene Sharpe
Acting Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
1045 Main Street, Unit 108
Moncton, NB E1C 1H1
Telephone: 506-851-3467
Facsimile: 506-851-6759
E-Mail: Charlene.Sharpe@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

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

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

5.3 Offeror's Representative *Offerors are to provide the following information:*

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Identified Users

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

Department of National Defence
Canadian Forces Base Gagetown
Maintenance Company
Oromocto, New Brunswick

7. Call-up Instrument

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

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$6,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$169,500.00 (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

(Derived from - Provenant de: M4506C, 2011/05/16)

10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) 2005 (2012/07/16), General Conditions - Standing Offers - Goods or Services;
- d) 2010C (2012/07/16), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment; and
- g) the Offeror's offer dated _____.

11. Certifications

11.1 Compliance

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

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 New Brunswick.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012/07/16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27 - Code of Conduct and Certifications - Contract of 2010C (2012/07/16) referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section 13 Interest on Overdue Accounts, of 2010C (2012/07/16), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

(Derived from - Provenant de: C6001C, 2011/05/16)

4.3 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
H1001C	Multiple Payments	2008/05/12

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(Derived from - Provenant de: H5001C, 2008/12/12)

6. SACC Manual Clauses

SACC Reference	Section	Date
B7500C	Excess Goods	2006/06/16
C0710C	Time and Contract Price Verification	2007/11/30
D5328C	Inspection and Acceptance	2007/11/30
G1005C	Insurance	2008/05/12

ANNEX A**STATEMENT OF WORK**

1. To provide, on an as and when required basis, all labour, parts and equipment for diagnostic, repair and rebuild services for Chevrolet K25743HD MILCOTS (Military/ Commercial Off the Shelf) trucks for Maintenance Company, Technical Services Branch, 3 Area Support Group.
2. The work will include, but not limited to repairs of suspension, power train, all electrical components, brake components, air-conditioning systems, wheel alignments.
3. All maintenance and repair work is to be performed by licensed mechanics, or apprentice mechanics under direct supervision of a licensed mechanic.
4. Catalogues/ price lists are to be made available upon request of consignee.
5. Location of Repair: Repairs will be performed on site at the Contractor's facility. Vehicles will be driven or towed to the Contractor's location.
6. Urgent Requirement: The vehicle or equipment repairs shall be completed and the vehicle or equipment returned to Maintenance Company within two business days of receipt of the vehicle identified on the 942 call-up.
7. No-Urgent Requirement: The vehicle or equipment repairs shall be completed and the vehicle or equipment returned to Maintenance Company within five business days of receipt of the vehicle identified on the 942 call-up.
8. The Offeror must be a licensed facility able to provide warranty repairs to the Chevrolet K25743HD trucks for Maintenance Company and in accordance with Government of Canada Transportation guidelines for the repair of commercial trucks. Proof of such license may be requested by DND.
9. As DND will be responsible for transporting the vehicles to the contractor's facility, the Contractor must be located within a 30 kilometre distance from the Main Gate at CFB Gagetown, Oromocto, NB, Canada.
10. Must be able to source, acquire and install military specific equipment on these vehicles to maintain a military operational vehicle.
11. Overtime: Overtime and overtime rates are not permitted for work entailed within this Standing Offer Agreement. All work requested must be done within the Contractor's normal business work hours.
12. Estimates: When an estimate of the cost of performing specific work is required, the Identified User shall provide the contractor with a statement of work required and the contractor shall provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Contractor shall not proceed with any of the specified work until the Identified User issues a call-up. The estimated cost stated in the call-up shall not be exceeded without the specific written authorization of the Identified User. The Contractor must provide a written, itemized service report upon completion of the work.

13. Parts and Pricing:

Exchange Parts Plan- The worn or damaged parts and components covered by the terms of the Standing Offer document will be exchanged for factory rebuilt parts on the basis of one-for-one and like-for-like. In the event factory rebuilt parts are not available, new and unused parts and components will be supplied instead.

Used Parts Plan- If the Offeror plans to utilize recycled or after-market parts, a warranty must be provided by manufacturer or Offeror that is equal to a warranty offered for an OEM equivalent. The Offeror must also verify that the use of after-market parts will not void any new-vehicle manufacturer's warranty, or impact your obligations under a vehicle lease contract.

Core Charges- Where applicable, core charges for existing parts must be identified in estimates provided prior to work commencement. The Offeror will provide Canada with proof of the manufacturer's final core value. The final core value will be deducted from the final invoice for work done for each call-up.

Price List- Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price list and/or catalogues as Canada may require. The Offeror shall provide one (1) copy of its catalogue and price list and updates thereof to each Identified User requesting a copy. The Offeror shall further send one (1) to the Contracting Authority at the address stated in this document

Special Offers- In addition to the above pricing, special offering due to year-end or surplus manufacturing runs, special job lots, sales, etc. are to be made available as they occur if the lesser cost is under the above pricing arrangement.

Solicitation No. - N° de l'invitation

W0105-132212/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-2-35072

Buyer ID - Id de l'acheteur

mct011

CCC No./N° CCC - FMS No/ N° VME

W0105-132212

ANNEX B**BASIS OF PAYMENT****For a period of two years from date of issuance:**

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	700	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the manufacturer's published price list less ____ % discount or at a markup of ____ %.	%	\$100,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 13%					\$ _____
Total					\$ _____

For a one year optional period:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	350	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the manufacturer's published price list less ____ % discount or at a markup of ____ %.	%	\$50,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 13%					\$ _____
Total					\$ _____