

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338**

## Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Title - Sujet</b> Bobcat Repair Services	
<b>Solicitation No. - N° de l'invitation</b> W0142-14X003/C	<b>Date</b> 2014-02-26
<b>Client Reference No. - N° de référence du client</b> W0142-14X003	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-209-8923
<b>File No. - N° de dossier</b> WPG-2-35355 (209)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-03-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Allard, Ken	<b>Buyer Id - Id de l'acheteur</b> wpg209
<b>Telephone No. - N° de téléphone</b> (204)983-4920 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of National Defence Base Commander CFB – Suffield Attn: CMTT, Bldg 322 Ralston Alberta T0J 2N0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Bobcat Repair Services	W0142	W0142	1	Each	\$	\$	See Herein	

## **TABLE OF CONTENTS**

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

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

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

1. Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

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

### **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

1. Insurance Requirements

### **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

#### **A. STANDING OFFER**

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-up Procedures
9. Call-up Instrument
10. Limitation of Call-ups
11. Financial Limitation
12. Priority of Documents
13. Certifications
14. Applicable Laws

**B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance Requirements
7. *SACC Manual* Clauses

## List of Annexes:

Annex A	Statement of Work [Appendix 1 to Annex A]
Annex B	Basis of Payment
Annex C	Insurance Requirements
Annex D	Standing Offer Usage Report

## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:   |
|        | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|        | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.  |

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

### 2. Summary

The Department of National Defence has a requirement for the periodic maintenance and repair of a broad fleet of diverse commercial (non-military) vehicles. This Statement of Work (SOW) defines the scope and requirements that apply to the work to be performed in support of the Navistar/International Equipment Vehicle holdings at CFB Suffield. Support includes but is not limited to the provision of repair parts, vehicle inspections, services and repair to all mechanical, electrical and body and any warranty support as applicable.

The contractor must provide all services, labour, material and parts as specified in Appendix 1 to Annex A: Minimum Mandatory Specifications in support of CFB Suffield's fleet and ensure ongoing functional operation.

The requirement is limited to Canadian goods/or services.

### 3. Security Requirement

There is no security requirement associated with the requirement of the Standing Offer.

#### 4. Debriefings

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

### PART 2 - OFFEROR INSTRUCTIONS

#### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

##### 1.1 SACC Manual Clauses

List of Proposed Subcontractors M7035T (2007-05-25)  
Workers Compensation A0285T (2007-05-25)

#### 2. Submission of Offers

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

#### 3. Former Public Servant

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

Definitions:

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

d.a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

**Former Public Servant in Receipt of a Pension**

**As per the above definitions, is the Offeror a FPS in receipt of a pension?**

**YES ( ) NO ( )**

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

a.name of former public servant;

b.date of termination of employment or retirement from the Public Service.

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

**Work Force Adjustment Directive**

**Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?**

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

a.name of former public servant;

b.conditions of the lump sum payment incentive;

c.date of termination of employment;

d.amount of lump sum payment;

e.rate of pay on which lump sum payment is based;

f.period of lump sum payment including start date, end date and number of weeks;

g.number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

#### **4. 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.

#### **5. Applicable Laws**

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

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 should:



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

### **Section I: Technical Offer**

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

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of applicable taxes must be shown separately.

### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (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**

Refer to Appendix 1 to Annex A

**1.1.1 Mandatory Technical Criteria** - An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

**1.2 Financial Evaluation**

Refer to Annex B

**1.2.1** The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

- 2. Basis of Selection** - The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

**PART 5 - CERTIFICATIONS**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certifications is found to be untrue whether 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 with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

**1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer****1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Ssection 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will help Canada in confirming that the certifications are true.

**1.2 Federal Contractors Program - 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-Labour's website](#).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Insurance Requirement**

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

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **2. Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **3. Standard Clauses and Conditions**

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

##### **3.1 General Conditions**

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

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

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

The period for making call-ups and providing services against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_ inclusive (*to be inserted at Standing Offer Award*)

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

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one year period(s), from \_\_\_\_\_ to \_\_\_\_\_ 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Ken Allard  
Supply Specialist | Spécialiste en approvisionnement  
Acquisitions-Winnipeg | Approvisionnements - Winnipeg  
Public Works and Government Services Canada  
Travaux publics et Services Gouvernementaux Canada  
Suite 100 - 167 Lombard Ave., P.O. Box 1408, Winnipeg MB R3C 2Z1  
Email - ken.allard@pwgsc-tpsgc.gc.ca  
Tel/Tél - (204) 983 4920  
Fax/Télé - (204) 983 7796

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: *(to be inserted at Standing Offer Award)*

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

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

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

## 5.3 Offeror's Representative *(to be inserted at Standing Offer Award)*

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

## 6. Proactive Disclosure of Contracts with Former Public Servants *(where applicable)*

## 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: \_\_\_\_\_. *(to be inserted at Standing Offer Award)*

## 8. Call-up Instrument

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

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$\_\_\_\_\_ (Goods and Services Tax or Harmonized Sales Tax included). *(to be inserted at Standing Offer Award)*

#### **10. Financial Limitation** *(to be inserted at Standing Offer Award)*

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or \_\_\_\_\_ 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.

#### **11. Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013-06-27)
- e) Annex A, Statement of Work)
- f) Annex B, Basis of Payment
- g) Annex C Insurance Requirements
- h) the Offeror's offer dated \_\_\_\_\_

#### **12. Certifications**

##### **12.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

#### **13. 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 Manitoba.

## **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**

2010B (2013-06-27), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2013-06-27), General Conditions 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**

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 \$\_\_\_\_\_ (*to be inserted at Standing Offer Award*). Customs duties are included, and Applicable Taxes are extra.

#### **4.2 Pricing - Material and Replacement Parts**

Prices are as listed in the Contractor's regular, seasonal and sale catalogues or current published price lists, less a discount of \_\_\_\_\_ percent (*to be inserted at Standing Offer Award*).

The Contractor must provide Canada with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances or promotions.

#### **4.3 Limitation of Expenditure**

1.Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

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.

#### **4.4 Terms of Payment**

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

#### **4.5 SACC Manual Clauses**

T1204 - Direct Request by Customer Department A9117C (2007-11-30)

#### **4.6 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses;

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **6. Insurance Requirements**

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



Solicitation No. - N° de l'invitation

W0142-14X003/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg209

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

W0142-14X003

File No. - N° du dossier

WPG-2-35355

CCC No./N° CCC - FMS No/ N° VME

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7. SACC Manual Clauses**

A0285C Workers Compensation (2007-05-25)

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

A9006C Defence Contract (2012-07-16)

B7500C Excess Goods

## **Annex A**

### **Statement of Work**

#### **1.1 Background**

The Department of National Defence has a requirement for the periodic maintenance and repair of a broad fleet of diverse commercial (non-military) vehicles. This Statement of Work (SOW) defines the scope and requirements that apply to the work to be performed in support of the Navistar/International Equipment Vehicle holdings at CFB Suffield. Support includes but is not limited to the provision of repair parts, vehicle inspections, services and repair to all mechanical, electrical and body and any warranty support as applicable.

#### **1.2 Purpose**

CFB Suffield holds a number of Bobcat / Toolcat variants in their fleet, all of which require periodic and or annual inspections in accordance with their respective maintenance schedules, warranty, and repairs in varying degree of difficulty to mechanical, hydraulic, electrical and body including structural in order to ensure safety and provide a cost effective approach to maintenance.

#### **1.3 Objective**

The objective is to award a Standing Offer to an authorized OEM service provider (Contractor) of Bobcat / Toolcat products for the provision of warranty, preventative maintenance and service, corrective maintenance and repair.

#### **1.4 Tasks**

The contractor must provide all services, labour, material and parts as specified in Appendix 1 to Annex A: Minimum Mandatory Specifications in support of CFB Suffield's fleet and ensure ongoing functional operation. Specific Skills required include, but not limited to troubleshoot and inspect equipment to detect faults and malfunctions, determine extent of repair required, adjust equipment and repair or replace defective parts to restore to fully functional operation; test repaired equipment for proper performance as per OEM specifications; clean, lubricate and perform OEM recommended maintenance. The work will be directed by the Technical Authority (Base Maintenance Officer), or the Contracts Services Specialist.

The Contractor must:

1. The Contractor must utilize OEM parts for all mechanical repairs unless otherwise approved in writing by the technical authority; and supply OEM parts to CFB Suffield on an as required basis in order to facilitate in house repairs of Navistar/International variants;
2. Where applicable, the Contractor must perform vehicle inspections and provide written certification in accordance with DND, Provincial and or National standards. For commercial vehicle inspection adherence to the Commercial Vehicle Maintenance Standards is mandatory. All vehicle repairs will be conducted in accordance with OEM vehicle manufacturer specifications;
3. The Contractor must repair mechanical faults as diagnosed/directed by CFB Suffield technicians through the Technical Authority;

4. The Contractor must provide written detailed estimates for the repairs including collision damages where applicable with the provision of OEM parts unless otherwise authorized by the technical authority;

### 1.5 Constraints

CFB Suffield will conduct its own delivery and pick-up of vehicles to the Contractor's site for service within 80 km of CFB Suffield.

### 1.6 Forecasted demand

Forecasted (estimated) demand per year is provided in Annex B. The estimated quantity is an estimate only, provided in good faith for the purposes of evaluation and does not infer that all quantities for that item will be utilized or that the quantities may or may not be exceeded

**Appendix 1 to Annex A**  
**Minimum Mandatory Specifications - Bobcat/Toolcat**

	<p>Completion and submission of Mandatory Specification is required to be considered responsive and for your bid to be given further consideration.</p> <p>.Bidders must record whether they meet (YES) or not meet (NO) each of the specifications.</p> <p>Where you have indicated compliant, provide the specification being offered which meets or exceeds and cross-reference as to where the supporting documentation is found within your proposal. If there is insufficient space in the table, assign SIR # (Supplementary Information Reference) and provide the appropriate details on a separate page in your proposal. Where published supporting documentation is not available in the form of brochures, technical data sheets etc., mark in the table "certification by signature"</p>		
<b>Item</b>	<p><b>Scopes of Service Requirement – the following requirements are mandatory for all Bidders.</b></p> <p>Note: All work herein specified must meet and maintain minimum certification(s) and approval(s) as they may apply by Industry Standards (including OEM), Department of National Defence (Canada), and the Province of Alberta.</p>		
		<b>Bidder Acceptance and Response:</b>	<b>Compliant: (Yes/No)</b>
1.	<p>a. Contractor must provide proof of current authorized status as Original Equipment Manufacturer (OEM)</p> <p>b. The Contractor's facility must be located within a radius of <u>80 km</u> from CFB Suffield, Ralston, Alberta (Refer to Annex A: 1.5 Constraints)</p> <p>c. The Contractor's hours of business must be Monday to Friday, between the range of hours 07:00AM to 6:00PM (Minimum; Statutory holidays exempt)</p> <p>The bidder must provide documentation to support this requirement.</p>	_____ km	
2.	<p>Contractor must perform/provide work in ALL of the following major areas:</p> <p>a. Engines (including driveline components)</p> <p>b. Steering, brakes and suspension</p> <p>c. Hydraulics and hydrostatics</p> <p>d. Electrical systems</p> <p>e. Adjustments and Lubrication</p> <p>f. Ground Engagement Parts and Attachments</p> <p>g. Tires and Tracks</p> <p>h. Emission Control Testing (as applicable)</p> <p>i. Body, chassis and frame and components</p>		

3.	Contractor must have the capacity and capability to undertake: repair, overhaul, maintenance, diagnostic and inspection within the following areas: a. OEM Warranty (where applicable) b. Corrective Maintenance c. Preventative Maintenance		
4.	Individuals assigned by the Contractor to perform the work must possess current valid certification to perform the work or be registered as an apprentice under the supervision of an individual in possession of a valid certificate of qualification (Certification as required by the Province of Alberta or a recognized regulatory authority).		
5.	The Contractor must provide a cost and completion date estimate for ALL requested work as authorized by the Technical Authority within 36 hours of the request. Estimates to requested work that exceeds \$1,000.00 <b>must</b> be in writing		
6.	During any work activity, part(s) and component(s) that require replacement must be replaced with new OEM parts only. If new OEM part(s) is not available, OEM equivalent (similar fit, form and function) part(s) may be used with prior written authorization from the Technical Authority.	The bidder must provide attestation of their agreement.	
7.	If, while conducting approved work, it is discovered that additional unforeseen work has to be performed, the Contractor must advise the Technical Authority with a written description of the work, the cost, and the completion date estimate for the additional work. The Contractor must not commence any additional work without prior written authorization from the Technical Authority.		
8.	The Contractor must supply OEM parts and components to CFB Suffield on an as required basis in order to facilitate in house repairs.		
9.	The Contractor must perform vehicle inspections and provide written certification in accordance with DND, Provincial and or National standards. For commercial vehicle inspection adherence to the Commercial Vehicle Maintenance Standards is mandatory. All vehicle repairs will be conducted in accordance with OEM vehicle manufacturer specifications		
10.	For Emergency essential assets identified at the time of call-up, repairs must be initiated within 24 hours of delivery on an urgent basis (as defined in the Statement of Work Annex A).		

## Annex B Basis of Payment

1. This Annex, when completed will be considered as the Financial Bid.

2. Unit prices below must be firm and in Canadian funds including Canadian customs duties, excise taxes, including pick-up and delivery where the Contractor's location is greater than 80km from CFB Suffield, Ralston, Alberta [Reference Annex A: 1.5 Constraints]. Applicable Taxes are extra.

3. Forecasted (estimated) labour, parts and material demand per year is provided below. The estimated quantity is an estimate only, provided in good faith for the purposes of evaluation and does not infer that all quantities for that item will be utilized or that the quantities may or may not be exceeded.

Item		Unit of Issue		Evaluated Cost
1.	<b>Service/Labour/Warranty</b> All work herein specified must meet and maintain minimum certification(s) and approval(s) as they may apply by Industry Standards (including OEM), Department of National Defence (Canada), and the Province of Alberta.  Corrective Maintenance - Mechanical (as identified in Appendix 1)	Estimated Labour hours per Year  Year 1                      165 hrs  Option Year 1    165 hrs  Option Year 2    165	Firm labour charge out rate (CDN\$)  \$ _____ /hr \$ _____ /hr \$ _____ /hr	\$ _____ — \$ _____ — \$ _____
2.	<b>Parts and Materials</b> Material and replacement parts must be provided at the list price detailed, less a % discount of applicable to all parts including OEM. (All prices for parts and material are FOB destination. Customs duties included)	Estimated Part Expenditure per Year (CDN\$)  \$ 30,000.00	% discount _____	\$ _____ —
3.	Shop Supply Fee - must be directly associated with work as per the call-up and identified as separate line on the invoice.	___ % of Labour Charge, OR Flat Rate	To a maximum of \$ _____ /invoice	\$ _____
	<b>Total Evaluated Cost</b>			\$ _____

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### **Annex C Insurance Requirements**

1.The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2.The Commercial General Liability policy must include the following:

a.Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b.Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c.Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d.Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e.Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f.Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g.Employees and, if applicable, Volunteers must be included as Additional Insured.

h.Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i.Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j.Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k.If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(Contracting officers must insert the applicable options below and renumber accordingly.)

l.Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

Solicitation No. - N° de l'invitation

W0142-14X003/C

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-2-35355

Buyer ID - Id de l'acheteur

wpg209

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

W0142-14X003

CCC No./N° CCC - FMS No/ N° VME

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### Annex D Standing Offer Usage Report

The Contractor must submit quarterly usage reports tracking all call-ups made for the services supplied under the Standing Offer. The Contractor agrees that it is their responsibility to implement a system for tracking call-ups against the Standing Offer. Failure to comply may result in the setting aside of the Standing Offer.

Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
Call-Up# and Date	Dollar Value (GST included)	Cumulative Total
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
<b>Total Dollar Value for this Period</b> <insert period>: \$ _____		

[ ] Check this box if you are submitting a NIL **REPORT**

Please send all reports to the attention of the Contracting Officer:

Name: Ken Allard

E-mail: ken.allard@pwgsc.gc.ca

Fax: (204) 983-7796