

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Vehicle Repair	
<b>Solicitation No. - N° de l'invitation</b> W0127-14P004/A	<b>Date</b> 2014-07-11
<b>Client Reference No. - N° de référence du client</b> DND	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-305-10209
<b>File No. - N° de dossier</b> EDM-4-37021 (305)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-09-03</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Campbell (EDM), Brad	<b>Buyer Id - Id de l'acheteur</b> edm305
<b>Telephone No. - N° de téléphone</b> (780)497-3911 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Building 179, Main Coy Edmonton Garrison EDMONTON Alberta T5J4J5 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> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**TITLE: Various Repairs – Commercial Pattern Vehicles – Domestic Use**

**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;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Standing Offer Usage Report, and any other annexes

**2. Summary**

Public Works and Government Services Canada (PWGSC) on behalf of the Department of National Defence, Edmonton Garrison, has a requirement for services for; repairs, corrective maintenance, modifications and provisions of replacement parts on the commercial patterned vehicles (domestic use) from the Edmonton Garrison.

Typical services required will include, but are not limited to, reading engine/ transmission codes, repair or rebuild clutches repair or rebuild various transmissions, repair or rebuild axles, drive shafts and differentials, repairs to engines, repair of Air Conditioning systems and repair or replacement of brakes.

Vehicles in this repair service category include, but are not limited to:

- Chevrolet**      Impala, K2500/K23500, Express, Silverado 1500, Silverado 2500
- Ford**            Econoline, Excursion, Expedition, Grand Marquis, Taurus, F150, F250, F350, F450

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<b>Dodge</b>	Grand Cherokee, Magnum, Dodge Panel, Durango, Sebring, Ram 1500, Ram 2500, Ram 3500
<b>Sterling</b>	Van truck
<b>Hyundai</b>	Accent
<b>Toyota</b>	Prius Hybrid

The work will be performed at the Offeror's facility.

The Department of National Defense will be responsible for initial delivery to, and pick up of the vehicle upon completion of the work, from the Offeror's facility.

All Maintenance and repair work is to be performed by licensed technicians or apprentices under the direct supervision of a licensed technician that is qualified for the type of equipment that required repairs.

The Period of the Standing Offer will be for three years from date of issuance

Estimated Annual Expenditure for this requirement is \$30,000.00

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **3. Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

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

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

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

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The [2006](#) (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 1.1 **SACC Manual Clauses**

M0019T (2007-05-25), Firm Price and/or Rates  
M1004T (2011-05-16), Condition of Material

## 2. **Submission of Offers**

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

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

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders 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 bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

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

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

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 copies)

Section III: Certifications (1 hard copies)

**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](#)

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[on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

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

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

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

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

### **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 Ability to perform the full scope of the work described in Annex "A" Statement of Work.

#### **1.2 Financial Evaluation**

- 1.2.1 The financial evaluation will be conducted as described in Annex "D" Financial Evaluation.
- 1.2.2 *SACC Manual* Clauses

M0220T (2013-04-25), Evaluation of Price

## 2. Basis of Selection

- 2.1 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.

It is Canada's intention to issue up to two (2) standing offers.

If more than one (1) responsive offer has been received, the Standing Offers will be issued as follows:

- (a) the first Standing Offer authorized for use, will be issued to the responsive Offeror whose total evaluated offer price is the lowest. Funding will be 60% of the total estimated expenditure.
- (b) the second Standing Offer authorized for use, will be issued to the responsive Offeror who has the second lowest evaluated offer price but will only be issued if the total evaluated assessed offer price is within **15%** of the first ranked total assessed offer price. Funding will be 40% of the total estimated expenditure.

If only one responsive offer is received, one standing offer will be authorized for use and will be funded at 100% of the total estimated expenditure.

## **PART 5 - CERTIFICATIONS**

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

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

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

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

#### **1.1 Integrity Provisions - Associated Information**

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

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

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

### **2. Additional Certifications Required 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

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**2.1 Education and Experience**

M3021T (2012-07-16), Education and Experience

**2.2 Status and Availability of Resources**

M3020T (2010-01-11), Status and Availability of Resources

## **PART 6 - 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

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

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. 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 15 calendar days after the end of the reporting period.

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

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

The period for making call-ups against the Standing Offer is from date of issuance to March 31, 2017.

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## **5. Authorities**

### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Brad Campbell  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
ATB Place North Tower (Telus Plaza North)  
5<sup>th</sup> floor, 10025 - Jasper  
Avenue, Edmonton, AB  
T5J 1S6

Telephone: 780-497-3911  
Facsimile: 780-497-3510  
E-mail address: brad.campbell@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 Technical Authority**

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

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. 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 contract amendment issued by the Contracting Authority.

### **5.3 Offeror's Representative (to be completed by the offeror)**

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

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

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

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

\_\_\_\_\_

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

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

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

#### **5.4 Offeror's Facility/Delivery Point**

*(to be completed by the offeror)*

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

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

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

#### **7. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defense, 1 Service Battalion (Building 179), Maintenance Company, Edmonton Garrison.

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

Call-ups will be issued on a proportional basis such that the first Standing Offer authorized for use will be eligible to receive up to 60% of the total work distributed during the period of the Standing Offer. The second Standing Offer authorized for use will be eligible to receive up to 40% of the total work distributed during the period of the Standing Offer.

Should an Offeror be unable to satisfy the requirements of Canada at time of a call-up, the other Offeror, will be given the opportunity to satisfy the requirement.

#### **9. Call-up Instrument**

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

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

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

#### **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 (2014-06-26), General Conditions - Standing Offers - Goods or Services;

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- d) the general conditions 2010C (2014-06-26), General Conditions - Services (Medium Complexity);
  - e) Annex A, Statement of Work;
  - f) Annex B, Basis of Payment;
  - g) the Offeror's offer dated \_\_\_\_\_ (to be inserted at issuance).

## 12. Certifications

### 12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 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 Alberta.

## 14. Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must 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 Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User.

The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User

## 15. Price Lists

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

## B. RESULTING CONTRACT CLAUSES

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

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

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

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

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

### 5. Payment

#### 5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, "*and profit*," as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of **\$ as per the call-up document** Customs duties are *included*, and Applicable Taxes are extra.

#### 5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$25,000.00 Customs duties are included 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.

### 5.3 Single Payment

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

### 5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0710C (2007-11-30), Time and Contract Price Verification  
C0711C (2008-05-12), Time Verification

## 6. 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, and all travel and living expenses; (where travel is applicable)

- 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.

## 7. Insurance

SACC Manual clause [G1005C](#) (2008-05-12) Insurance

## 8. SACC Manual Clauses

A9006C (2012-07-16), Defense Contract  
A9039C (2008-05-12), Salvage  
A9062C (2011-05-16), Canadian Forces Site Regulations  
B1501C (2006-06-16), Electrical Equipment

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## ANNEX "A"

### STATEMENT OF WORK

#### Various Repairs – Commercial Pattern Vehicles – Domestic Use

##### A. Statement of Work

##### 1. Requirement

1. Vehicle repair services in this section are for repairs, corrective maintenance, modifications and provisions of replacement parts on the commercial patterned vehicles (domestic use) for the Department of National Defence (DND), Edmonton Garrison.

Typical services required will include, but are not limited to, reading engine/ transmission codes, repair or rebuild clutches repair or rebuild various transmissions, repair or rebuild axles, drive shafts and differentials, repairs to engines, repair of Air Conditioning systems and repair or replacement of brakes.

2. Vehicles in this repair service category include, but are not limited to:

**Chevrolet** Impala, K2500/K23500, Express, Silverado 1500, Silverado 2500

**Ford** Econoline, Excursion, Expedition, Grand Marquis, Taurus, F150, F250, F350, F450

**Dodge** Grand Cherokee, Magnum, Dodge Panel, Durango, Sebring, Ram 1500, Ram 2500, Ram 3500

**Sterling** Van truck

**Hyundai** Accent

**Toyota** Prius Hybrid

3. The work will be performed at the Offeror's Facility.
4. The Department of National Defense will be responsible for initial delivery to, and pick up of the vehicle upon completion of the work, from the Offeror's facility.

##### 2. Technician Qualifications

All Maintenance and repair work is to be performed by licensed technicians or apprentices under the direct supervision of a licensed technician that is qualified for the type of equipment that required repairs.

To work as an **Automotive Service Technician** in Alberta, a person must be a registered apprentice, an Alberta certified journeyman, or hold a valid recognized credential. Recognized credentials may be found on the Alberta Apprentice and Industry Training Website at:

<http://tradesecrets.alberta.ca/experiencedworkers/recognized-trade-certificate/?trade=009>

DND may request the Offeror to provide proof of recognized credentials at any time during the period of the Standing Offer.

### **3. Response Time**

The Supplier must be able to respond and complete routine maintenance within five (5) working days from the receipt of a demand for services performed.

Routine maintenance is defined as any work estimated as requiring 6 or less labour hours to complete.

### **4. Parts Plan**

Only new parts or OEM parts will be accepted in repairs and maintenance under this Standing Offer.

#### **Used Parts Plan**

The worn or damaged parts and components covered the Standing Offer 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.

#### **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.

#### **Estimates and Invoicing**

The Offeror will furnish Canada with an itemized list for parts and services which clearly identifies any new, repaired, re-manufactured or after-market parts (to be) used in a repair.

### **5. Report**

The Offeror is to provide a vehicle service report to the Base Maintenance Authority upon completion of each Call-Up against the Standing Offer. The report will contain a breakdown of parts used, labour, shop supplies and a brief description of what was done to complete the repair.

### **6. Warranty**

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada 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 twelve (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. Canada 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 Canada. If, in the opinion of Canada, it is not expedient to remove the

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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. ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

**ANNEX "B"**

**BASIS OF PAYMENT**

**A. Basis of Pricing**

**1. Firm Unit Price(s)**

- Prices quoted are to remain firm for the duration of the Standing Offer
- Firm prices are to include the supply of labour, supervision, materials, equipment, tools, travel/meals/accommodation, permits and general overheads, necessary for the contractor to provide the services in accordance with the Statement of Work, Annex "A", contained herein.
- Prices quoted do not include Applicable Taxes. However, Applicable Taxes will be added as a separate item on any invoices issued against this standing offer.
- Estimated usages are for evaluation purposes only, actual usages may vary.

	Description	Firm Unit Price Year 1 - Date of Issue to 03/31/2015	Firm Unit Price Year 2 - 04/01/2015 to 03/31/2016	Firm Unit Price Year 3 - 04/01/2016 to 03/31/2017
1	<b>Labour</b> Regular Hourly rate for a Certified Technician as per the Statement of Work	\$/hour	\$/hour	\$/hour
2	<b>Part:</b> Prices as listed in your current published price list less a discount of _____ %	___%	___%	___%
3	<b>Shop Supplies</b> To be charged based on a % of <b>total labour and part</b> invoiced for each call up. (total labour + total parts x ___%)	___%	___%	___%
4	<b>*For Evaluation Purposes only*</b> <b>Offeror's Facility</b> Distance of the Offeror's facility to be utilized under this Standing Offer from Canadian Forces Base (CFB) Edmonton, 179 Rhine Road, Edmonton AB.	___ Kms from CFB Edmonton (round trip)	___ Kms from CFB Edmonton (round trip)	___ Kms from CFB Edmonton (round trip)

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## ANNEX "C"

### STANDING OFFER USAGE REPORT

#### Quarterly Usage Report Schedule:

Period of:	Report Due no later than:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below;

Supplier Name		Standing Offer Name:	
Standing Offer Number:		Period Covered	
Standing Offer Authority Name:	Brad Campbell		

Department	Call-up Number	Dollar Value (GST Included)

<b>(A) Total Dollar Value Call-ups for this reporting period:</b>	
<b>(B) Accumulated Call-up totals to date:</b>	
<b>(A+B) Total Accumulated Call-ups:</b>	

**NIL REPORT:** We have not done any business with the federal government for this period [  ]

**PREPARED BY:**

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE:

E-mail Report to: **WST.PA-EDM@pwgsc-tpsgc.gc.ca**

or Fax to: (780) 497-3510.

**ANNEX "D "**

**FINANCIAL EVALUATION**

**Offers will be evaluated in accordance to example identified below**

**1. Sample Bid for Company XYZ**

**A. Basis of Pricing**

	Description	Estimated Usage	Firm Unit Price Year 1 - Date of Issue to 03/31/2015	Firm Unit Price Year 2 - 04/01/2015 to 03/31/2016	Firm Unit Price Year 3 - 04/01/2016 to 03/31/2017
1	<b>Labour</b> Regular Hourly rate for a Certified Technician as per the Statement of Work.	100 Hrs	\$100.00 / hour	\$100.00 / hour	\$100.00 / hour
2	<b>Parts:</b> Prices as listed in your current published price list less a <b>discount</b> of _____%.	\$13,000.00	__10__%	__10__%	__10__%
3	<b>Shop Supplies</b> To be charged based on a _____% of total labour and parts <b>invoiced</b> for each call up.	\$28,000.00	__5__%	__5__%	__5__%
4	<b>*For Evaluation Purposes only*</b> <b>Transportation to Offeror's facility</b> To be based on DND estimated costs per Km to transport vehicles of <u>\$1.72/Km</u> , and estimated # of Kms/round trip from Canadian Forces Base (CFB) Edmonton (179 Rhine Road, Edmonton AB), to the Offeror's service facility.	25 round trips	100 Kms from CFB Edmonton (round trip)	100 Kms from CFB Edmonton (round trip)	100 Kms from CFB Edmonton (round trip)

**2. Sample Evaluation - Financials**

The total assessed offer price of the sample bid shown above would be calculated as follows:

Bidder: Name				
	Description	Estimated Usage	Firm Unit Price	Extended Price
<b>Year One</b>				
<b>1</b>	<b>Labour</b> Regular Hourly rate for a Certified Technician as per the Statement of Work	100 Hrs	\$100.00 / hour	<i>(100 hours x \$100.00)</i>  \$10,000.00
<b>2</b>	<b>Parts:</b> Prices as listed in your current published price list less a <b>discount</b> of _____%	\$13,000.00	10%	<i>(\$13,000.00 less a discount of 10%)</i>  \$11,700.00
<b>3</b>	<b>Shop Supplies</b> To be charged based on a _____% of total labour and parts <b>invoiced</b> for each call up	\$28 000.00	5%	<i>(5% of total estimated labour and parts of \$28,000.00)</i>  \$1,400.00
<b>4</b>	<b>Transportation to Offeror's facility</b> To be based on DND estimated costs per Km to transport vehicles of \$1.72/Km, and estimated # of Kms/round trip from Canadian Forces Base (CFB) Edmonton (179 Rhine Road, Edmonton AB), to the Offeror's service facility.	25 round trips	_Km/round trip	<i>(\$1.72/km * 100 Km/round trip * 25 round trips)</i>  \$4,300.00
<b>Year 2</b>				
<b>1</b>	<b>Labour</b> Regular Hourly rate for a Certified Technician as per the Statement of Work	100 Hrs	\$100.00 / hour	<i>(100 hours x \$100.00)</i>  \$10,000.00

<b>2</b>	<b>Parts:</b> Prices as listed in your current published price list less a <b>discount</b> of _____%	\$13,000.00	10%	<i>(\$13,000.00 less a discount of 10%)</i>  \$11,700.00
<b>3</b>	<b>Shop Supplies</b> To be charged based on a _____% of total labour and parts <b>invoiced</b> for each call up	\$28 000.00	5%	<i>(5% of total estimated labour and parts of \$28,000.00)</i>  \$1,400.00
<b>4</b>	<b>Transportation to Offeror's facility</b> To be based on DND estimated costs per Km to transport vehicles of \$1.72/Km, and estimated # of Kms/round trip from Canadian Forces Base (CFB) Edmonton (179 Rhine Road, Edmonton AB), to the Offeror's service facility.	25 round trips	5%	<i>(\$1.72/km * 100 Km/round trip * 25 round trips)</i>  \$4,300.00
<b>Year 3</b>				
<b>1</b>	<b>Labour</b> Regular Hourly rate for a Certified Technician as per the Statement of Work	100 Hrs	\$100.00 / hour	<i>(100 hours x \$100.00)</i>  \$10,000.00
<b>2</b>	<b>Parts:</b> Prices as listed in your current published price list less a <b>discount</b> of _____%	\$13,000.00	10%	<i>(\$13,000.00 less a discount of 10%)</i>  \$11,700.00
<b>3</b>	<b>Shop Supplies</b> To be charged based on a _____% of total labour and parts <b>invoiced</b> for each call up.	\$28 000.00	5%	<i>(5% of total estimated labour and parts of \$28,000.00)</i>  \$1,400.00

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<b>4</b>	<b>Transportation to Offeror's facility</b> To be based on DND estimated costs per Km to transport vehicles of \$1.72/Km, and estimated # of Kms/round trip from Canadian Forces Base (CFB) Edmonton (179 Rhine Road, Edmonton AB), to the Offeror's service facility.	25 round trips	5%	<i>(\$1.72/km * 100 Km/round trip * 25 round trips)</i>  <i>\$4,300.00</i>
	<b>FINAL TOTAL Assessed Offer Price</b>			<b>C\$ 82,200.00</b>