

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage
Montréal
Québec
H5A 1L6

Title - Sujet Inspection, maintenance and repairs	
Solicitation No. - N° de l'invitation W0130-14A003/B	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W0130-14-A003	Date 2014-11-26
GETS Reference No. - N° de référence de SEAG PW-\$MTA-309-13003	
File No. - N° de dossier MTA-4-37064 (309)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-12-22	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Paradis, Mary	Buyer Id - Id de l'acheteur mta309
Telephone No. - N° de téléphone (514) 496-3874 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTÈRE DE LA DEFENSE NATIONALE Garnisons: St Hubert, Courcellette et Ville de Quebec. Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Buyer ID - Id de l'acheteur

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The clauses and conditions document is hereby attached.

This bid solicitation cancels and supersedes previous bid solicitation number W0130-14A003/A dated 2014-09-10 with a closing of 2014-10-22 at 14:00 PM EST. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

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**TITLE: REQUEST FOR STANDING OFFER FOR THE PURCHASES OF INSPECTION ,
MAINTENANCE AND REPAIRS OF MILITARY VEHICLES , TYPE : GENERAL
MOTORS – CHEVROLET**

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 , Maintenance Checklist and report (sample) , insurance requirements and Mandatory evaluation criteria.

2. Summary

Required for the Department of National Defence (DND) at St Hubert, Courcelette and Quebec City, P. Quebec the services of a contractor for each destination to supply inspection services, maintenance and repairs (such as: mechanical, electrical and electronic components , original and /or special spare parts) for designated military vehicles, type: 'Chevrolet'. These services will be required by the client on an as and when requested basis.

The contractors must be located within 40 kilometers of each of the bases mentioned above since the Department will be responsible for transporting the vehicles to the contractor's place or

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business. This is in order to minimize non-productive time, financial losses, additional wear on the vehicles and our environment footprint. Details in the Request for Standing offer.

The period of the Standing offer will be issued for two years consecutively from the date of issue of the Standing offer. Canada reserves the irrevocable right to extend the Standing offer for one consecutive supplementary period of one year. The work must be completed in conformance to the Statement of work – Annex 'A' and to the terms and conditions stipulated in this present document.

There is no security requirement associated with this requirement.

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

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).

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

3. Security Requirement

There is no a 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) (<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 (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.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred and twenty (120) days

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**

Former Public Servant – Competitive Requirements

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

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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 the Province of Quebec.

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 (two hard copies)
- Section II: Financial Offer (one hard copy)
- Section III: Certifications (one hard copy)
- Section IV: Additional Information (one hard copy)

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If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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) (<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

The offers, submitted in writing, must cover all the subjects identified in the section below. To be considered, they must cover all the criteria identified below:

A. Mandatory criteria

These are mandatory criteria and must be respected and accompanied by required documents which prove how each of the criteria is respected (See Annex 'E' – Mandatory evaluation criteria).

B. Technical evaluation method:

Only offers that are in conformance to all the mandatory requirements will be accepted and will be evaluated in depth, in accordance to the evaluation criteria stipulated in this document.

Consequences of non-conformity: The offers that do not respect all the mandatory requirements will be deemed non-receivable and will not be evaluated in depth.

The information that figures at Annex 'E' – Mandatory evaluation criteria, must be duly completed and submitted at the closing time and date of this solicitation document.

1.2 Financial Evaluation

- 1.2.1 The offers that have been retained (i.e. those that respect all the mandatory requirements at Annex 'E') will have their prices at Annex 'B' – Basis of payment evaluated in order to determine the lowest offer.

Financial evaluation method:

Each offer will be evaluated in accordance to the method mentioned below, for each of the destinations: St Hubert, Courcelette and Quebec City, in order to select the lowest receivable offer.

Example: For the South Shore of Montreal (St. Hubert)

Price evaluation: (*Fictitious prices are used for this example*)

Period: from the date of issue until 31 mars 2017. There are 3 periods in all.

a. Fixed prices for the inspection

$$\begin{array}{r} \$ \text{ per inspection} \times * \text{ Weighting factor} \times 3 \text{ periods} = \text{total} \\ \$100 \quad \times \quad 72 \text{ inspections} \quad \times \quad 3 \quad = \$28,800.00 \end{array}$$

b. Hourly rates for repairs

$$\begin{array}{r} \$ \text{ per hour} \times * \text{ Weighting factor} \times 3 \text{ periods} = \text{total} \\ \$20.00 \quad \times \quad 200 \text{ hours} \quad \times \quad 3 \quad = \$16,000.00 \end{array}$$

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- c. Percentage of discount or mark-up on replacement parts
% Discount or mark-up x based on \$10,000.00 x 3 = total
40% x 10,000.00 \$ x 3 = \$16,000.00
(discount)

The total price of this offer will be : A + B+ C = \$60,800.00 (for the 3 years)

*The weighting factors , for evaluation purposes, of the prices obtained from the offerors are as follows for the 3 destinations:

For inspection:

72 inspections for St Hubert
36 inspections for Courcelette
42 inspections for Quebec City

Hourly rate for repairs

200 hours for St Hubert
200 hours for Courcelette
200 hours for Quebec City

Percentage of discount or mark-up on replacement parts

10,000.00 \$ for St Hubert
10,000.00 \$ for Courcelette
10,000.00 \$ for Quebec City

2. Basis of Selection

- 2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive (Part 4, Point 1.1).

The responsive offer with the lowest evaluated price resulting from the calculation method described in the Financial Evaluation will be recommended for the issuance of a Standing offer. We will utilise this method for each of the three destinations.

Canada reserves the right to issue three (3) Standing offers, one (1) Standing offer per destination.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only

the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

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

2. Insurance Requirements

See Annex D - Insurance requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2014-6-26) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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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 the date of issue of the Standing offer in 2014 for two years until 2016 inclusive. *(The exact dates will be known once a tender has closed).*

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 period of one (1) year , from 2016 until 2017 under the same conditions and at the rates or prices 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:

Name: Mary Paradis
Title: Acting, Supply specialist
Public Works and Government Services Canada
Directorate: Supply , Quebec region
Address: Place Bonaventure, South-east Portal
800 rue de la Gauchetière, west, Suite 7300
Montreal (Quebec) H5A 1L6

Telephone: (514) 496-3874
Facsimile: (514) 496-3822
E-mail address: mary.paradis@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting

Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is:

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Name: (Will be announced at the Standing offer phase)
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.

5.3 Offeror's Representative

Name: _____
Title: _____
Telephone: _____
Facsimile: _____
E-mail 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 Defence
4820 Leckie,
St Hubert, Qc

Department of National Defence
5e Groupe brigade mécanisé du Canada
Courcellette, Qc

Department of National Defence
Détachement Québec 5e
Régiment de la police militaire
Centre Industriel St. Malo
1020 rue Vincent-Massey
Québec , Qc

8. Call-up Procedures

Three (3) Standing offers will be issued for this file. One Standing offer per destination.

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 .

10. Limitation of Call-ups

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

11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 1,600,00.00 (*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 three (3) 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.

12. 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
- d) the general conditions 2010C (2014-06-26);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment ;
- g) Annex C, Maintenance checklist and report (sample);
- h) Annex D , Insurance requirements;
- i) Annex E, Mandatory evaluation criteria ;
- j) the Offeror's offer dated _____ , and as clarified on _____ **or** as amended on _____.

13. Certifications

13.1 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.

13.2 SACC Manual Clauses

M3020C Status and Availability of Resources 2010-10-11

14. 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 _____.

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.

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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

For the Work described in Annex 'A'

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a **firm price** for a cost of \$ _____ and Applicable Taxes are extra. (*The amount will be inserted in the call-ups*).

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

5.2 Limitation of Price

SACC Manual clause

C6000C Limitation of Price 2011-05-06

5.3 SACC Manual clause

H1001C Multiple Payment 2008-05-12

5.4 SACC Manual Clauses

A9117 T1204 - Direct Request by Customer Department 2007-11-30
C0101C Discretionary Audit - Non-commercial Goods and/or Services 2010-01-11

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.

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Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

The Department of National Defence
5e Bataillon des services du Canada
Valcartier Garrison, Courcelette, Qc
(See complete address on the first page of the Standing Offer)

7. Insurance

See Annex 'D' – Insurance requirements

8. SACC Manual Clauses

B7500C Excess Goods 2006-06-16

ANNEX "A"
STATEMENT OF WORK

PURPOSE

1. The aim of this document is to set out the general and specific requirements for performing inspections, maintenance and repairs on Chevrolet military vehicles for the Department of National Defence (DND) and Canadian Army (CA) units in the geographic locations listed below, on an as-required basis.

ORIGINATING LOCATION

2. The vehicles will originate from CA units in the following geographic locations:

Geographic Location	Number of Vehicles	Full Address
South Shore of Montreal	72	DEPARTMENT OF NATIONAL DEFENCE 4820 LECKIE SAINT-HUBERT QC J3Z 1H6
Quebec City (Valcartier)	36	5 CANADIAN MECHANIZED BRIGADE GROUP PO BOX 1000 STN FORCES COURCELETTE QC G0A 4Z0
Quebec City (St-Malo)	42	5 MILITARY POLICE REGIMENT QUEBEC DETACHMENT ST-MALO INDUSTRIAL CENTRE 1020 VINCENT-MASSEY STREET QUEBEC CITY QC G1N 1M8

Note:

For the South Shore: The contractor and/or subcontractor must be located on the South Shore of Montreal, within 40 km of the above-mentioned address.

For Quebec City (Valcartier): The contractor and/or subcontractor must be located in the Quebec City area, within 40 km of the above-mentioned address.

For Quebec City (Saint-Malo): The contractor and/or subcontractor must be located in the Quebec City area, within 40 km of the above-mentioned address.

As the Department is responsible for transporting the vehicles to the contractor's place of business, we are looking for a supplier who is located close to our facilities in order to minimize non-productive time, financial losses, additional wear on the vehicles and our environmental footprint.

VEHICLES

3. The vehicles in question include, but are not strictly limited to, General Motors (GM) Chevrolet Silverados and Sierras, which have been modified for military purposes.

Note: The vehicles are not considered controlled goods, but certain precautions apply (see items 8, 9, 25 and 26 for details).

DESCRIPTION OF WORK

General

4. Provide duly qualified labour to perform inspections, maintenance and repairs on mechanical, electrical and electronic components, as well as original and/or special spare parts for the designated military vehicles.

Maintenance service calls

5. The contractor must be prepared to receive each vehicle requiring inspection, maintenance or repair within forty-eight (48) hours of receiving a phone call from the designated DND representative or at an appropriate agreed-upon time, if applicable.

Transportation

6. Each vehicle will be transported by DND to and from the contractor's designated place of business.

6.1 When requested by DND, a shuttle service (ride service) must be provided to the originating location (see addresses at item 2).

Receipt of vehicle

7. Upon receipt of each vehicle, the contractor must fill out a delivery slip and give a copy to the DND driver.

Storage

8. The contractor assumes full responsibility for each vehicle while it is at the contractor's place of business (garage, warehouse, etc.).

9. Outside of regular working hours, the contractor must store each military vehicle indoors or in a safe outdoor storage space with controlled access, i.e. in an enclosed area next to his/her place of business, ideally equipped with a proper lighting system that is used in the evening and at night.

Maintenance inspections

10. Within twenty-four (24) hours of receiving a vehicle, the contractor must:

- 10.1 perform an inspection and fill out a status report with the appropriate recommendations, in accordance with the fifty-five point (55-point) checklist provided at Annex C – Maintenance Checklist and report (sample enclosed);
- 10.2 send the completed inspection report to the designated DND representative with a detailed estimate of the hours of work and the spare parts required to perform the recommended repairs. The estimate must be within 15% of the total final actual cost.

Note: Inspection, maintenance and repair costs shall include workshop supplies.

Authorization of work

11. The DND representative has the right to dispute the contractor's estimate, to negotiate the estimated number of hours, or to outright refuse certain scheduled work.

12. Acceptance of the contractor's offer (detailed estimate), if applicable, shall be confirmed in writing through an order form (the contract) produced and signed by the designated DND representative. A unique reference number, assigned to indicate that the work is authorized, shall appear on the order form. That number must appear on the subsequent invoice and any other document related to the work on a particular vehicle.

Inspection / Standard maintenance check

13. Inspections and/or standard maintenance checks shall systematically include an oil change and the cleaning/lubrication of the front and rear brakes of each vehicle.

Repairs

14. Upon receiving the order signed by the designated DND representative, the contractor must perform the stipulated repairs by the specified deadline.

15. Turnaround time is dependent on the availability of parts. The completion date shall be determined by the contractor's representative and the designated DND representative. The contractor implicitly agrees to meet the selected deadline.

Amendments

16. If, while carrying out the agreed-upon work, the contractor sees that additional parts or work are required that were not included in the initial estimate, the contractor must immediately inform the DND representative, provide him/her with a detailed cost estimate, and obtain his/her approval in writing before providing the additional goods and services required.

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17. An amendment to the initial order shall be put in writing and signed by the designated DND representative to confirm approval of additions.

Payment

18. Goods and services performed by the contractor to DND's satisfaction shall be paid by means of a payment card issued by ARI Financial Services Inc.

19. Within five (5) days of completion of the work, the contractor shall send the designated DND representative an invoice to the specified address detailing the goods and services provided, including the order reference number and an itemized list of the cost of the labour, parts and products provided, the mark-up or discount percentage, if applicable, the Goods and Services Tax (GST) and the Quebec Sales Tax (QST).

20. Send the invoice to the attention of the designated DND representative to the address listed on each call-up.

Warranty

21. The contractor shall provide a limited warranty, parts and labour included, for the work performed on each vehicle. The warranty shall be valid for the duration specified by the contractor in the Basis of payment at Annex B.

GENERAL MINIMUM REQUIREMENTS

22. The contractor must meet the minimum requirements set out below before handling, storing, inspecting or repairing a DND vehicle covered under these specifications.

23. The contractor must meet the following requirements (this list is not necessarily exhaustive):

- 23.1 Be an authorized dealer of General Motors (GM) Chevrolet;
- 23.2 Have the duly qualified labour (mechanic and others) and the machinery, tools and equipment needed to perform the required inspections and repairs;
- 23.3 Have access to and the ability to provide original parts and special parts for military vehicles; and
- 23.4 Secure and maintain commercial general liability insurance, automobile liability insurance and garage insurance, for at least \$2,000,000 each per incident.

24. There is no minimum guarantee of work, as goods and services are to be provided to DND on an as-required basis.

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WARNING

25. The exterior coating of the vehicles may be resistant to chemical agents. Chemical bonds break down and toxic substances, including isocyanates and heavy metals, can be released during activities that generate intense heat (approximately 170°C), such as welding, cutting, grinding or sanding. The dust and other materials produced by such activities are considered to be hazardous waste.

26. The above-mentioned work must be performed in a well-ventilated area, and the contractor's employees performing it must wear the appropriate protective clothing including, but not limited to, waterproof coveralls and gloves, adequate protective goggles and an approved positive-pressure respirator.

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ANNEX "B"

BASIS OF PAYMENT

IMPORTANT: You must complete the Basis of payment for each of the three (3) destinations listed below:

Destination no. 1 : South-shore region of Montreal (St Hubert)

INSPECTIONS / MAINTENANCE CHECKS

B1. Submit a fixed lump-sum price for the 55-point inspection of each vehicle, in accordance with Annex C- Maintenance check list and report (Sample), that includes an oil change and the cleaning/lubrication of the front and rear brakes.

B2. Inspection, maintenance and repair costs for each vehicle shall include workshop supplies.

B3. The prices submitted for each of the periods below shall include administration and operation costs, fringe benefits, and the contractor's profit margin.

Annual fixed price for the firm period from the standing offer issue date to March 31, 2016

a. Fixed price for the 55-point inspection of each vehicle from the standing offer issue date to March 31, 2015

: \$ _____ (excluding taxes)

b. Fixed price for the 55-point inspection of each vehicle from April 1, 2015, to March 31, 2016

: \$ _____ (excluding taxes)

Annual fixed price for the option period from April 1, 2016, to March 31, 2017

c. Fixed price for the 55-point inspection of each vehicle from April 1, 2016, to March 31, 2017

: \$ _____ (excluding taxes)

REPAIRS

B4. Submit a fixed hourly rate for qualified labour assigned to performing repairs during regular working hours (i.e. Monday to Friday between 8:00 am and 5:00 pm) for each of the periods below.

Hourly rate for the <u>firm</u> period from the standing offer issue date to March 31, 2016	
a. <u>Hourly rate for qualified labour from the standing offer issue date to March 31, 2015</u>	
: \$ _____	per hour (excluding taxes)
b. <u>Hourly rate for qualified labour from April 1, 2015, to March 31, 2016</u>	
: \$ _____	per hour (excluding taxes)

Hourly rate for the <u>option</u> period from April 1, 2016, to March 31, 2017	
c. <u>Hourly rate for qualified labour from April 1, 2016, to March 31, 2017</u>	
: \$ _____	per hour (excluding taxes)

SPARE PARTS

B5. The contractor shall provide original GM parts and special military parts at cost, based on the manufacturer's most recent suggested retail price:

- a. minus a discount of _____% **or**
- b. plus a mark-up of _____%.

WARRANTY

B6. Indicate the warranty period, labour and parts included, for each of the following:

- a. Mechanical parts: _____ days.
- b. Electrical and electronic parts: _____ days.
- c. Auto body parts: _____ days.

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Destination no. 2 : Valcartier region (Courcelette)

INSPECTIONS / MAINTENANCE CHECKS

B1. Submit a fixed lump-sum price for the 55-point inspection of each vehicle, in accordance with Annex C – Maintenance check list and report (sample), that includes an oil change and the cleaning/lubrication of the front and rear brakes.

B2. Inspection, maintenance and repair costs for each vehicle shall include workshop supplies.

B3. The prices submitted for each of the periods below shall include administration and operation costs, fringe benefits, and the contractor's profit margin.

Annual fixed price for the <u>firm</u> period from the standing offer issue date to March 31, 2016
a. <u>Fixed price for the 55-point inspection of each vehicle from the standing offer issue date to March 31, 2015</u>
: \$ _____ (excluding taxes)
b. <u>Fixed price for the 55-point inspection of each vehicle from April 1, 2015, to March 31, 2016</u>
: \$ _____ (excluding taxes)

Annual fixed price for the <u>option</u> period from April 1, 2016, to March 31, 2017
c. <u>Fixed price for the 55-point inspection of each vehicle from April 1, 2016, to March 31, 2017</u>
: \$ _____ (excluding taxes)

REPAIRS

B4. Submit a fixed hourly rate for qualified labour assigned to performing repairs during regular working hours (i.e. Monday to Friday between 8:00 am and 5:00 pm) for each of the periods below.

Hourly rate for the <u>firm</u> period from the standing offer issue date to March 31, 2016
--

<p>a. <u>Hourly rate for qualified labour from the standing offer issue date to March 31, 2015</u></p> <p>: \$ _____ per hour (excluding taxes)</p> <p>b. <u>Hourly rate for qualified labour from April 1, 2015, to March 31, 2016</u></p> <p>: \$ _____ per hour (excluding taxes)</p>
--

<p>Hourly rate for the <u>option</u> period from April 1, 2016, to March 31, 2017</p>
<p>c. <u>Hourly rate for qualified labour from April 1, 2016, to March 31, 2017</u></p> <p>: \$ _____ per hour (excluding taxes)</p>

SPARE PARTS

B5. The contractor shall provide original GM parts and special military parts at cost, based on the manufacturer's most recent suggested retail price:

- a. minus a discount of _____% **or**
- b. plus a mark-up of _____%

WARRANTY

B6. Indicate the warranty period, labour and parts included, for each of the following:

- a. Mechanical parts: _____ days.
- b. Electrical and electronic parts: _____ days.
- c. Auto body parts: _____ days.

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Destination no. 3 : Quebec region (Saint-Malo)

INSPECTIONS / MAINTENANCE CHECKS

B1. Submit a fixed lump-sum price for the 55-point inspection of each vehicle, in accordance with Annex C – Maintenance check list and report (sample) , that includes an oil change and the cleaning/lubrication of the front and rear brakes.

B2. Inspection, maintenance and repair costs for each vehicle shall include workshop supplies.

B3. The prices submitted for each of the periods below shall include administration and operation costs, fringe benefits, and the contractor's profit margin.

Annual fixed price for the firm period from the standing offer issue date to March 31, 2016

a. Fixed price for the 55-point inspection of each vehicle from the standing offer issue date to March 31, 2015

: \$ _____ (excluding taxes)

b. Fixed price for the 55-point inspection of each vehicle from April 1, 2015, to March 31, 2016

: \$ _____ (excluding taxes)

Annual fixed price for the option period from April 1, 2016, to March 31, 2017

c. Fixed price for the 55-point inspection of each vehicle from April 1, 2016, to March 31, 2017

: \$ _____ (excluding taxes)

REPAIRS

B4. Submit a fixed hourly rate for qualified labour assigned to performing repairs during regular working hours (i.e. Monday to Friday between 8:00 am and 5:00 pm) for each of the periods below.

Hourly rate for the firm period from the standing offer issue date to March 31, 2016

<p>a. <u>Hourly rate for qualified labour from the standing offer issue date to March 31, 2015</u></p> <p>: \$ _____ per hour (excluding taxes)</p> <p>b. <u>Hourly rate for qualified labour from April 1, 2015, to March 31, 2016</u></p> <p>: \$ _____ per hour (excluding taxes)</p>
--

<p>Hourly rate for the <u>option</u> period from April 1, 2016, to March 31, 2017</p>
<p>c. <u>Hourly rate for qualified labour from April 1, 2016, to March 31, 2017</u></p> <p>: \$ _____ per hour (excluding taxes)</p>

SPARE PARTS

B5. The contractor shall provide original GM parts and special military parts at cost, based on the manufacturer's most recent suggested retail price:

- a. minus a discount of _____% **or**
- b. plus a mark-up of _____%.

WARRANTY

B6. Indicate the warranty period, labour and parts included, for each of the following:

- a. Mechanical parts: _____ days.
- b. Electrical and electronic parts: _____ days.
- c. Auto body parts: _____ days.

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ANNEX ' C '
MAINTENANCE CHECKLIST AND REPORT
(SAMPLE)

Note: This list consists of 55 inspection points.

Dealer _____ Office tel. # _____ Location _____
 Plate # _____ Serial # _____ Date _____
 Model _____ Year _____ Kilometrage _____

	S – Satisfactory			C – Can Wait			U – Urgent			Parts & Labour Cost	a
	S	C	U	S	C	U	S	C	U		
Safety/other											
• Seat belts											
• Spare wheel and jack											
• Hood catch											
• Weather strips											
• Windshield washer function											
• Windshield wiper blades											
• Level of windshield washer fluid											
• Condition of car windows											
• Horn											
Lighting system											
• Headlights											
• Front and rear parking lights											
• Front and rear turn signals											
• Licence plate											
• Interior lights											
Charging system											
• Condition of right battery											
• Condition of left battery											
• Condition of interior battery											
Transmission											
• Check fluid level											
Cooling system											
• Hoses											
• Check level and condition of antifreeze											

ANNEX "D" INSURANCE REQUIREMENTS

The Contractor must comply with the insurance requirements specified in this Annex D. 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.

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.

Commercial General Liability Insurance

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.
- 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.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

Garage Automobile Liability Insurance

1. The Contractor must obtain Garage Automobile 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 Garage Automobile Liability policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
 - c. 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [*Department of Justice Act*](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

Solicitation No. - N° de l'invitation
W0130-14A003/B
Client Ref. No. - N° de réf. du client
W0130-14A003

Amd. No. - N° de la modif.

File No. - N° du dossier
MTA 4-37064

Buyer ID - Id de l'acheteur
mta309
CCC No./N° CCC - FMS No./N° VME

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Annex « E »
Mandatory evaluation criteria

The information that figures in this table must be duly completed and submitted **at the closing date and hour of the solicitation**

All the criteria identified below are MANDATORY. Each criteria must be met and documented in order to demonstrate the degree to which it is met.

Failure to meet this all of the mandatory criteria (a,b and c) will render your offer non responsive. No further consideration will be given to your offer.

Please indicate the documents and the page number(s) of your offer where the following criteria can be found:

Mandatory evaluation criteria		Comments	Document	Page Number(s)
a	Potential contractors must indicate the location of the facilities where they will conduct the work. The contractor must own or rent those facilities for the complete duration of the agreement.	Provide the full address of the location of work		
b	Potential contractors must be authorized dealers of General Motors Canada.	Provide written proof of authorization		
c	Potential contractors must be able to provide technicians certified by General Motors Canada with at least two years of experience	Provide the name and résumé of at least <u>one</u> certified technician		