

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet PARTS and REPAIRS FORD VEHICLES	
Solicitation No. - N° de l'invitation W0106-15R127/B	Date 2015-09-18
Client Reference No. - N° de référence du client W0106-15R127	
GETS Reference No. - N° de référence de SEAG PW-\$QCL-038-16547	
File No. - N° de dossier QCL-5-38014 (038)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-10-14	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Fournier, Annie	Buyer Id - Id de l'acheteur qcl038
Telephone No. - N° de téléphone (418) 649-2775 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: GARNISON VALCARTIER BÂTIMENT 110 COURCELETTE Québec G0A4Z0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes


Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Delivery Required - Livraison exigée VOIR DOC	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

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		N° du documentW0106-15R127/B		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Pièces & rép véhicules Ford	W0106	W0106	1	LOT	\$	\$	VOIR DOC	

Solicitation No. - N° de l'invitation

W0106-15R127/B

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-5-38014

Buyer ID - Id de l'acheteur

qc1038

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

W0106-15R127

CCC No./N° CCC - FMS No/ N° VME

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1. INTRODUCTION.....	3
2. SUMMARY	3
3. DEBRIEFINGS	4
PART 2 - OFFEROR INSTRUCTIONS	5
1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2. SUBMISSION OF OFFERS	5
3. FORMER PUBLIC SERVANT.....	5
4. ENQUIRIES - REQUEST FOR STANDING OFFERS	7
5. APPLICABLE LAWS.....	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	8
1. OFFER PREPARATION INSTRUCTIONS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
1. EVALUATION PROCEDURES.....	10
2. BASIS OF SELECTION.....	10
PART 5 - CERTIFICATIONS.....	13
1. CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER	13
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	14
1. FINANCIAL CAPABILITY	14
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	15
A. STANDING OFFER	15
1. OFFER.....	15
2. SECURITY REQUIREMENTS	15
3. STANDARD CLAUSES AND CONDITIONS.....	15
4. TERM OF STANDING OFFER	16
5. AUTHORITIES	16
6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	17
7. IDENTIFIED USERS.....	17
8. CALL-UP INSTRUMENT	17
9. LIMITATION OF CALL-UPS	17
10. FINANCIAL LIMITATION.....	18
11. PRIORITY OF DOCUMENTS	18
12. CERTIFICATIONS	18
13. APPLICABLE LAWS.....	18
B. RESULTING CONTRACT CLAUSES	20
1. REQUIREMENT	20
2. STANDARD CLAUSES AND CONDITIONS.....	20
3. TERM OF CONTRACT	20
4. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	20
5. PAYMENT	20

Solicitation No. - N° de l'invitation
W0106-15R127/B
Client Ref. No. - N° de réf. du client
W0106-15-R127

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-5-38014

Buyer ID - Id de l'acheteur
QCL038
CCC No./N° CCC - FMS No./N° VME

6.	INVOICING INSTRUCTIONS	21
7.	INSURANCE REQUIREMENTS	21
8.	SACC <i>MANUAL</i> CLAUSES	23
ANNEX "A"		24
	REQUIREMENT	24
ANNEX "B"		24
	BASIS OF PAYMENT	26

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 | Financial capability; 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 Requirement (Annex A), and the Basis of Payment (Annex B).

2. Summary

(i) **Title:** Regional Individual Standing Offer for the purchases of parts and services of repairs for FORD commercial vehicles.

(ii) **Description**

This request for a standing offer sets out the general and specific requirements for repairs and purchases of FORD brand parts. These services are for the Commercial Vehicle Platoon, Department of National Defence (DND), Valcartier, Quebec.

The Contractor shall, on a call-up basis, supply the following services and goods for FORD commercial vehicles:

- (A) repairs in the Contractor's shops;
- (B) supply original FORD brand parts only;
- (C) delivery of parts to Valcartier Garrison; and
- (D) pick-up and drop-off of vehicles at Valcartier Garrison.

(iii) Period of the standing offer

The period of the standing offer is from November 1, 2015 to October 31, 2018.

- (iv)** As per the Integrity Provisions under section 01 of Standard Instructions 2006, Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- (v)** For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- (vi)** The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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](#) (2015-07-03) 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: 60 days

Insert: 90 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.

Offers transmitted by facsimile at 418-648-2209 to the attention of PWGSC will be accepted.

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 **five 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 Québec**.

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: Financial Offer – Annex B (1 hard copy)

Section II: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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: Financial Offer

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

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____
Master Card _____

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

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

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

Solicitation No. - N° de l'invitation
W0106-15R127/B
Client Ref. No. - N° de réf. du client
W0106-15-R127

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-5-38014

Buyer ID - Id de l'acheteur
QCL038
CCC No./N° CCC - FMS No./N° VME

Section II: 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 financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 Financial criteria

Offerors must submit their financial offer in accordance with Annex B – Basis of payment of this request for standing offers.

1.1.2 Price Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

1.2 Basis of evaluation

For evaluation purposes only, the price of the bid will be determined as follows :

The price of the bid will be calculated by establishing a total amount of valuation. This amount will be calculated by adding the amount for each of the periods.

The valuation amount for each of the periods will be calculated by adding the following elements:

Item #1 – Repair services, as mentioned in Annex B, Requirement:

The percentage of utilization of the anticipated monetary value equivalent to 30% of the standing offer (anticipated 13,500.00\$ for one (1) year) divided by the lowest hourly rate submitted by an offeror, multiplied by the hourly rate of regular hours submitted by the evaluated offeror;

+

Item #2 – Purchasing of parts, as mentioned in Annex B, Requirement:

The discount rate applied to the anticipated monetary value equivalent to 70% of the standing offer (anticipated 31,500.00\$ for one (1) year);

+

Item #3 – Delivery of parts, as mentioned in Annex B, Requirement:

The rate for the delivery of parts, multiplied by the estimated annual quantity;

+

Item #4 – Pick-up and drop-off of vehicles, as mentioned in Annex B, Requirement:

The rate for the pick-up and drop-off of vehicles, multiplied by the estimated annual quantity.

The total amount evaluated will therefore be the sum of all three years of the standing offer: Year 1: from November 1, 2015 to October 31, 2016, Year 2: from November 1, 2016 to October 31, 2017, and Year 3: from November 1, 2017 to October 31, 2018.

Please refer to the table below as an example of the calculation of the evaluation amount of Year 1. Note that the rates provided are **fictional rates** and are **provided as examples only**.

No	A	B	C	D	E	F	G	H	I
	Description	% utilization	Percentage of utilization of 45,000.00 / one (1) year	Rate of lowest offeror	Percentage of utilization of 45,000.00 / one (1) year, divided by lowest rate	Rate submitted by offeror 1	Valuation amount for offeror 1	Rate submitted by offeror 2	Valuation amount for offeror 2
1	Hourly rate (labour related to repairs)	30%	13,500.00\$	70.00\$	192.857	70.00\$	13,500.00\$	90.00\$	17,357.14\$
2	Purchasing of parts	70%	31,500.00\$			5%	29,925.00\$	10%	28,350.00\$
TOTAL #1		100%	45,000.00\$				43,425.00\$		45,707.14\$

	Description	Valuation amount for offeror 1	Valuation amount for offeror 2
3	Delivery of parts	625.00\$	0,00\$
4	Pick-up and drop-off of vehicles	375.00\$	0.00\$
TOTAL #2		1,000.00\$	0.00\$

	Offeror 1	Offeror 2
GRAND TOTAL :	44,425.00\$	45,707.14\$

The same calculation will be done for years #2 and #3. The monetary value anticipated for each of the additional periods will be used.

In the example below, offeror 1 has submitted a valuation amount for the initial period lower than offeror 2. Their amounts would then be added to the amounts of years #2 and #3 to calculate the total valuation amount and determine which offeror will have submitted the lowest bid. (the total valuation amount will therefore be the sum of valuation amount for initial year (year #1) added with the valuation amounts of each additional year (years #2 and #3).

Solicitation No. - N° de l'invitation
W0106-15R127/B
Client Ref. No. - N° de réf. du client
W0106-15-R127

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-5-38014

Buyer ID - Id de l'acheteur
QCL038
CCC No./N° CCC - FMS No./N° VME

2. Basis of selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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 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.

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) 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.

1.3 Language Capability

By submitting an offer, the Offeror certifies that it has the language capability required to perform the Work, as described in the Annex A – Requirement.

Solicitation No. - N° de l'invitation
W0106-15R127/B
Client Ref. No. - N° de réf. du client
W0106-15-R127

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-5-38014

Buyer ID - Id de l'acheteur
QCL038
CCC No./N° CCC - FMS No./N° VME

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

SACC *Manual* clause M9033T (2011-05-16) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Security Requirements

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](#) (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

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

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

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

The semestrial reporting periods are defined as follows:

- 1st semester: November 1 to April 30;
- 2nd semester: May 1 to October 31;

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

3.2.1 Requirements in terms of Reports

Offerors should provide their reports in accordance with the report template below:

Regional Individual Standing Offer

W0106-15R127/001/QCL, Parts and repairs FORD trucks

Offeror : _____

Period of rapport : from _____ to _____

Name of Department / Client :	Number of orders (numbers of parts)	Value (\$)
National Defense Department, Valcartier Garrison		

Name of Department / Client :	Number of repairs (in hours)	Value (\$)
National Defense Department, Valcartier Garrison		

Name of Department / Client :	Number of part deliveries	Value (\$)
National Defense Department, Valcartier Garrison		

Name of Department / Client :	Number of vehicles pick-up and drop-off	Value (\$)
National Defense Department, Valcartier Garrison		

Signature : _____

Date (YYYY-MM-DD) : _____

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 1, 2015 to October 31, 2018.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Annie Fournier
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
1550, avenue d'Estimauville, 6th floor
Québec (Québec) G1J 0C7

Telephone: 418-649-2775
Facsimile: 418-648-2209
E-mail address: annie.fournier@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

Solicitation No. - N° de l'invitation
W0106-15R127/B
Client Ref. No. - N° de réf. du client
W0106-15-R127

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-5-38014

Buyer ID - Id de l'acheteur
QCL038
CCC No./N° CCC - FMS No./N° VME

any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority *(will be inserted at award)*

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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

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

5.3 Offeror's Representative *(will be inserted at award)*

The Offeror's Representative for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

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 Users authorized to make call-ups against the Standing Offer is: Commercial Vehicle Platoon, Department of National Defence (DND), Valcartier, Québec.

8. Call-up Instrument

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

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$11,250.00 (Applicable Taxes included).

10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ _____ **(will be inserted at contract award)** per year (taxes excluded), and a total of \$ _____ **(will be inserted at contract award)** for the three years (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 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2015-09-03);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____.

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.

12.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of 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 Québec

Solicitation No. - N° de l'invitation
W0106-15R127/B
Client Ref. No. - N° de réf. du client
W0106-15-R127

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-5-38014

Buyer ID - Id de l'acheteur
QCL038
CCC No./N° CCC - FMS No./N° VME

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. Requirement

The Contractor must provide the items detailed and perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

[2010A](#) (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

2.2 Warranty (this clause will be inserted to the standing offer only if the offeror proposes a warranty period longer than 12 months)

Section 09 of document 2010A (2015-09-03), General Conditions - Goods (Medium Complexity) is modified as follows:

Delete:

twelve (12) months

Insert:

Parts: _____ *will be inserted by PWGSC at issuance of standing offer*

Labour: _____ *will be inserted by PWGSC at issuance of standing offer*

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

Basis of payment – Firm Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, Basis of payment. Customs duties are included and Applicable Taxes are extra.

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 Method of Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

5.3 SACC Manual Clauses

A9117C (2011-11-30), T1204 - Direct Request by Customer Department

6. Invoicing Instructions

1. The contractor must submit invoices in accordance with the section in the General Conditions entitled "Invoicing Instructions". Invoices must not be submitted until all the work to which the invoice pertains has been completed.
2. Invoices must be distributed as follows:
 - (a) Send the original and two (2) copies to the address which appears on page 1 of the call-up for certification and payment.
3. The Government of Canada will only pay accounts on receipt of a satisfactory invoice and any other documentation specified in the Standing Offer.
4. Submit invoices on a "per call-up" basis using the contractor's own documents and including (at least) the following:
 - (a) Contractor's name, address, procurement business number (PBN), etc
 - (b) Shipping address shown on the call-up
 - (c) Contractor's standing offer number, e.g.: W0106-15R127/001/QCL
 - (d) Call-up reference number quoted by the designated user (PO #)
 - (e) Period of invoicing
 - (f) Description of any item or services billed
 - (g) Total amount payable, in accordance with the payment arrangements specified in the Standing Offer.

7. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or

maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.1 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.

7.2 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).

Solicitation No. - N° de l'invitation
W0106-15R127/B
Client Ref. No. - N° de réf. du client
W0106-15-R127

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-5-38014

Buyer ID - Id de l'acheteur
QCL038
CCC No./N° CCC - FMS No./N° VME

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- 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.

8. SACC Manual Clauses

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

ANNEX "A"

REQUIREMENT

PURPOSE

This statement of work sets out the general and specific requirements for repairs and purchases of FORD brand parts for FORD commercial vehicles. These services are for the Commercial Vehicle Platoon, Department of National Defence (DND), Valcartier, Quebec.

SCOPE

The period of the standing offer is from November 1, 2015 to October 31, 2018.

DESCRIPTION OF WORK

The Contractor shall, on a call-up basis, supply the following services and goods for FORD commercial vehicles:

- (A) repairs in the Contractor's shops;
- (B) supply original FORD brand parts only;
- (C) delivery of parts to Valcartier Garrison; and
- (D) pick-up and delivery of vehicles at Valcartier Garrison.

REQUIREMENTS

The Contractor shall:

1. be an authorized FORD supplier; and
2. keep vehicles to be repaired in a secure manner, indoors, or better yet, in a secure and/or locked area.

DETAILED BID

At the request of the Project Authority, the Contractor shall submit a detailed bid on costs (number of hours, cost of parts and so on), at no charge and within 24 to 48 working hours. This bid shall be valid for a period of 90 days. Once call-up is issued, the actual and final cost of repairs carried out may not exceed the cost indicated on the call-up.

If the Contractor determines that additional work is required, it shall obtain approval from the Project Authority before undertaking the work that is not approved in the call-up.

EMERGENCY SERVICE

Upon call-up, the Contractor shall provide an emergency repair service at no additional cost with a turnaround of between 24 and 48 working hours.

PICK-UP AND DELIVERY

Upon call-up, the Contractor shall provide a delivery service for parts purchased under this standing offer as well as a vehicle pick-up and drop-off service for vehicles in operating condition that are being sent for repairs.

Solicitation No. - N° de l'invitation
W0106-15R127/B
Client Ref. No. - N° de réf. du client
W0106-15-R127

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-5-38014

Buyer ID - Id de l'acheteur
QCL038
CCC No./N° CCC - FMS No./N° VME

CALL-UP PROCEDURES

Call-ups shall be placed by telephone, email and/or by fax. Call-ups placed by phone will be confirmed in writing.

ANNEX "B"

BASIS OF PAYMENT

PERIODS

Year 1: from November 1 2015 to October 31 2016

Year 2: from November 1 2016 to October 31 2017

Year 3: from November 1 2017 to October 31 2018

1. REPAIR SERVICE

The Contractor shall indicate the hourly rate for labour, for each year, for repairs carried out in its shops. This rate shall include overhead and profit as well as shop supply costs.

Article	Description	Estimated annual quantity	Hourly rate (plus tax)		
			Year 1	Year 2	Year 3
1	Labour for repairs	70 hours			

2. PURCHASE OF PARTS

For the purchase of parts, prices will be the Contractor's list price in effect minus _____% discount. (Contractor shall indicate the discount percentage, if no percentage offered, Contractor should indicate "0%" or "N/A")

Random verifications can be carried out at any times during the term of the standing offer in order to ensure that prices are compliant with the Basis of Payment. Upon request, the Contractor shall provide supporting documentation.

3. PARTS DELIVERY

The Contractor shall indicate a fixed price, for each year, (if applicable) to deliver parts to the Valcartier Garrison.

If there is no applicable cost, the Contractor should enter "N/A" or "\$0.00."

Article	Description	Estimated annual quantity	Fixed unit price (plus tax)		
			Year 1	Year 2	Year 3
1	Delivery of parts to the Valcartier Garrison	30			

4. VEHICLE PICK-UP AND DROP-OFF

The Contractor shall indicate a fixed price, for each year, (if applicable) for picking up or dropping off a vehicle. This will be for vehicles in operating condition, between Valcartier Garrison and the Contractor's repair shops.

If there is no applicable cost, the Contractor should enter "N/A" or "\$0.00".

Article	Description	Estimated annual quantity	Fixed unit price (plus tax)		
			Year 1	Year 2	Year 3
1	Vehicle pick-up or drop-off	10			

Note: When picking up or dropping off vehicles, the Contractor may be required to pick up other vehicles at the same location. In such cases, the Contractor shall bill DND for only one pick-up trip or drop-off trip.

Note to Bidder: This point #5 concerns only the Request for Proposal and will be removed and included at article 2.2, Warranty of section 7 B, Resulting Contract Clauses, after the standing offer is issued.

5. WARRANTY

Warranty period on repairs: _____

The Contractor must offer a **minimum warranty period of 12 months or 20,000 km** (whichever occurs first).

Warranty period on parts: _____

The Contractor must offer a **minimum warranty period of 12 months or 20,000 km** (whichever occurs first).