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This bid solicitation cancels and supersedes previous bid solicitation number W0118-160003/A dated October 7, 2015 with a closing of November 23, 2015 at 2:00 CST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 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 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, the Mandatory Technical Criteria and Insurance Requirements.

1.2 Summary

1.2.1 The Department of National Defence (DND), has a requirement for the periodic maintenance and repair of approximately fifty Medium Support Vehicle System (MSVS) Workstar 7400 trucks in Shilo, MB. This Statement of Work (SOW) defines the work to be performed in support of the Navistar/International Equipment Vehicle holdings at 3 Canadian Division Support Group (3CDSG) Canadian Forces Base (CFB) Shilo. Support includes the provision of repair parts, vehicle inspections, services and repair to all mechanical, electrical and body and any warranty support as applicable.

The period of the Standing Offer Agreement (SOA) is from Date of issuance to 31 January 2017 with Canada retaining an irrevocable option to extend the SOA for an additional (2) consecutive one (1) year periods. Work shall be completed in accordance with the Statement of Work and terms and conditions specified herein.

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

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (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.

2.1.1 SACC Manual Clauses

Workers Compensation A0285T (2012-07-16)

2.2 Submission of Offers

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

2.3. 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.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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.

2.5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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 "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

4.1.2.1 The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the standing offer.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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.

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There are no security requirements applicable to this Standing Offer.

7.3 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.

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

- 1st quarter: February 1 to April 30;
- 2nd quarter: May 1 to July 31;
- 3rd quarter: August 1 to October 31;
- 4th quarter: November 1 to January 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of issuance to January 31, 2017 inclusive.

7.4.2 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 (2) periods, from February 1, 2017 to January 31, 2018 and February 1, 2018 to January 31, 2019 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Karen Chubey
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Western Region
167 Lombard Avenue, Winnipeg, MB R3B 0T6

Telephone: 204-291-5928
Facsimile: 204-983-7796
E-mail address: karen.chubey@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority (To be inserted on Standing Offer Award)

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.

7.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

7.6 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.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Department of National Defence, 3 Canadian Division Support Group (3CDSG), Canadian Forces Base, (CFB) Shilo.

7.8 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*.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000 (Applicable Taxes included).

7.10 Financial Limitation (To be inserted at Standing Offer Award)

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TBD** (*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.

7.12 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B, General Conditions – Professional Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Technical Criteria
- h) Annex D, Insurance Requirements;
- i) Annex E, Standing Offer Usage Report;
- j) the Offeror's bid offer dated **TBD** .

7.13 Certifications

7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

7.14 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 Manitoba.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 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.

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder 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.

7.5 Payment

7.5.1 Basis of Payment

The Offeror will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ **(to be inserted at Standing Offer Award)**. Customs duties are included, and applicable taxes are extra.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **TBD**. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Terms of Payment

SACC Manual Clause H1000C (2008-05-12) Single Payment

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

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

A9006C Defence Contract (2012-07-16)

B7500C Excess Goods (2006-06-16)

ANNEX "A"

STATEMENT OF WORK

1. Background

The Department of National Defence (DND), has a requirement for the periodic maintenance and repair of approximately fifty Medium Support Vehicle System (MSVS) Workstar 7400 trucks in Shilo, MB. This Statement of Work (SOW) defines the work to be performed in support of the Navistar/international Equipment Vehicle holdings at 3 Canadian Division Support Group (3CDSG) Canadian Forces Base (CFB) Shilo. Support includes the provision of repair parts, vehicle inspections, services and repair to all mechanical, electrical and body and any warranty support as applicable.

2. Purpose

3CDSG Shilo holds a number of Navistar/International variants with attachments in their fleet, all of which require periodic and or annual inspections in accordance with their respective maintenance schedules, repairs in varying degree of difficulty to mechanical, hydraulic, electrical and body including structural in order to ensure safety and provide a cost effective approach to maintenance.

3. Objective

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

4. Requirement

- I. The Offeror must supply all services, labour, materials, tools, and supervision necessary to provide MSVS maintenance services. The MSVS contains the following components:
 - a. International Maxxforce Engine
 - b. Allison Transmission
 - c. Navistar Workstar 7400 Chassis Cab
- II. The complete servicing and repair of this type of vehicle is to include:
 - a. Preventative Maintenance – Fluid and filter changes as required and an annual Commercial Vehicle Inspection (CVI) or an inspection similar to the CVI in which an inspection criteria sheet will be provided by DND. A written report of faults and a cost estimate of repairs required must be provided with the inspection.
 - b. Corrective Maintenance – Repairs and/or diagnosis of the power train (engine/transmission), brake system, cooling system, electrical and charging system (12V & 24V), suspension and steering system, fuel system, exhaust system, lights, batteries, airbags, as well as any faults found on the annual inspection.
- III. The Offeror must have access to and utilize:
 - a. Diagnostic tooling required to properly diagnose faults on International MaxxForce Engines and Allison Transmissions.
 - b. Certified Navistar Defense Parts for the MSVS. Some examples of these parts are Electrical Master Switch and Slave Receptacle.

5. Quality Assurance Standards

The Offeror must troubleshoot and inspect equipment to detect faults and malfunctions, determine extent of repair required, adjust equipment and repair or replace defective parts to restore to fully functional

operation; test repaired equipment for proper performance as per OEM specifications; clean, lubricate and perform OEM recommended maintenance.

Where applicable, the Offeror must perform vehicle inspections and provide written certification in accordance with DND, Provincial and or National standards. For commercial vehicle inspection adherence to the Commercial Vehicle Maintenance Standards is mandatory. All vehicle repairs will be conducted in accordance with the OEM vehicle manufacturer specifications.

All repair parts used for the repairs are the same form, fit, function and quality as the original parts. If the material and or repair parts are not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition and approved in writing by the technical authority for use.

6. Location of Work

- I. Work will be performed at the Offeror' Repair Facility.
- II. DND will be responsible for delivery and pick up of the vehicle, to and from the Offeror's site for service. With limited recovery assets to achieve pickup and delivery for servicing and repair 3CDSG Shilo requires all services to be available within 75 kilometers of Canadian Forces Base Shilo Main Gate Entrance.

7. Technical Qualifications

All maintenance and repair work must be performed by licensed technicians or apprentices under the direct supervision of a licensed technician who are qualified for the type of equipment repairs.

To work as a Heavy Equipment Technician in Manitoba, a person must be a registered apprentice, a Manitoba certified journeyman, or hold a valid recognized credential.

8. Response Time

The Offeror must be able to respond and provide routine service within five (5) working days from receipt of a demand for service to be performed.

9. Notification

If, while conducting approved work, it is discovered that additional unforeseen work has to be performed, the Offeror must advise the Technical Authority with a written description of the work, the cost, and the completion date estimate for the additional work. The Offeror must not commence any additional work without prior written authorization from the Technical authority via completed authorized call-up.

10. Forecasted Demand

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

11. Payment

Offeror must accept Automotive Resources International (ARI) FleetCard or be willing to set up an account with ARI as a means of payment for all work.

ANNEX "B"

BASIS OF PAYMENT

Basis of Payment – This Annex when completed will be considered as the Financial Bid. Unit prices below must be firm and in Canadian Funds including Canadian customs duties, excise taxes, destination charges which are to be Delivered Duty Paid (DDP), FOB destination as indicated herein. Applicable taxes are extra.

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

Item	Description (A)	Unit of Issue (B)	Firm Rates (C)	Evaluated Cost = (B) x (C)
	Service/Labour All work herein specified must meet and maintain minimum certification(s) and approval(s) as they may apply by Industry Standards including OEM, Department of National Defence (Canada), and the Province of Manitoba.	Estimated Labour Per Year	Firm Labour charge out rate (CDN\$)	
1.	Preventative Maintenance	150	\$ _____ /hr	\$ _____
2.	Corrective Maintenance	150	\$ _____ /hr	\$ _____
3.	Parts and Materials Material and replacement parts must be provided at the list price detailed, less a % discount of applicable to all parts including OEM. (All prices for parts and material are FOB destination. Customs duties included)	Estimated Part Expenditure Per Year (CDN \$) \$25,000	discount _____ %	\$ _____
Item		Unit of Issue	Firm Charge (CDN\$)	
4.	Shop Supply Fee - must be directly associated with work as per the call-up and identified as separate line on the invoice.	% of Labour charge _____ %	To a maximum of \$195.00 per call up/repair order	\$ _____
5	Environmental/Disposal Fee – must be directly associated with work as per the call-up and identified as a separate line on the invoice.	% of Labour charge _____ %	To a maximum of \$5.00 per call up/repair order	\$ _____
Evaluated Total = Sum of Evaluated Cost for Items 1, 2, 3, 4 and 5				\$ _____

ANNEX "C"

Mandatory Technical Criteria

	<p>1. Completion and submission of Mandatory Specification is required to be considered responsive and for your offer to be given further consideration.</p> <p>2. For each mandatory criterion provide the specification being offered which meets or exceeds and cross-reference as to where the supporting documentation is found within your proposal. If there is insufficient space in the table provide the details on a separate page in your proposal. Where published supporting documentation is not available in the form of brochures, technical data sheets etc., mark in the table "certification by signature"</p> <p>3. If the complete specifications and/or literature are not submitted as requested, the Contracting Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.</p>		
Item	<p>Scopes of Service Requirement – the following requirements are mandatory for all Offers. Note: All work herein specified must meet and maintain minimum certification(s) and approval(s) as they may apply by Industry Standards (including OEM), Department of National Defence (Canada), and the Province of Manitoba.</p>		
	Description	Offeror Acceptance and Response:	Offers' Reference Page and Paragraph
1.	<p>a. The Offeror must provide proof of current authorized status as Original Equipment Manufacturer.</p> <p>b. The Offeror facility must be located within 75 km from CFB Shilo Main Gate.</p> <p>c. The Offeror's hours of business must be from Monday to Friday between the range of hours 07:00 – 6:00 (Minimum: Statutory holidays exempt).</p>	The Offeror must provide documentation to support this requirement.	
2.	<p>Offeror to perform work in ALL of the following major areas:</p> <p>a. engines b. steering, brakes and suspension c. hydraulics and hydrostatics d. electrical systems e. adjustments and lubrication f. tires g. emission control and testing h. body, chassis, frame and components</p>	The Offeror must provide documentation to support this requirement.	
3.	<p>Offeror must have the capacity and capability to undertake: repair, overhaul, maintenance, diagnostic and inspection within the following areas:</p> <p>a: Preventative Maintenance b Corrective maintenance</p>	The Offeror must provide documentation to support this requirement.	
4.	<p>Individuals assigned by the Offeror to perform the work must possess current valid certification to perform the work or be registered as an apprentice under the supervision of an individual in possession of a valid certificate of qualification (Certification as required by the Province of Manitoba or recognized regulatory authority).</p>	The Offeror must provide attestation of their agreement	

	Description	Offeror Acceptance and Response:	Offers' Reference Page and Paragraph
5.	The Offeror must provide a written cost and completion estimate for ALL requested work as authorized by the Technical Authority within 120 hours of the request.	The Offeror must provide attestation of their agreement	
6.	During any work activity, part(s) and component(s) that require replacement must be replaced with new OEM parts only. If new OEM part(s) are not available. OEM equivalent (similar fit, form, function and quality) parts may be used with prior written authorization from the Technical Authority.	The Offeror must provide attestation of their agreement	
7.	If, while conducting approved work, it is discovered that additional unforeseen work has to be performed, the Offeror must advise the Technical Authority with a written description of the work, the cost, and the completion date estimate for the additional work. The Offeror must not commence any additional work without prior written authorization from the Technical authority.	The Offeror must provide attestation of their agreement	
8.	The Offeror must supply OEM parts and components to CFB Shilo on an as required basis in order to facilitate in house repairs (eg..Turnbuckles, tarps, bulbs, etc).	The Offeror must provide attestation of their agreement	
9.	The Offeror must perform vehicle inspections and provide written certification in accordance with DND, Provincial and or National standards. For commercial vehicle inspection adherence to the Commercial Vehicle Maintenance Standards is mandatory. All vehicle maintenance and repairs will be conducted in accordance with OEM vehicle manufacturer specifications.	The Offeror must provide attestation of their agreement	
10.	Within (2) weeks of award the Offeror must initiate the process to register and with ARI Canada ARI TruckServe®, for vehicle fleet maintenance, custom-designed solutions for certified coordinator with experience in medium/heavy duty truck repair.	The Offeror must provide attestation of their agreement	

ANNEX "D"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - 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.

