

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 KEY TERMS.....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3. FORMER PUBLIC SERVANT.....	4
2.4. ENQUIRIES - REQUEST FOR STANDING OFFERS	6
2.5. APPLICABLE LAWS.....	6
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	6
3.1. OFFER PREPARATION INSTRUCTIONS.....	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	9
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	9
PART 6 - INSURANCE REQUIREMENTS	10
6.1 INSURANCE REQUIREMENTS	10
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	10
A. STANDING OFFER	10
7.1 OFFER.....	10
7.2 SECURITY REQUIREMENTS	10
7.3 STANDARD CLAUSES AND CONDITIONS.....	10
7.4 TERM OF STANDING OFFER	11
7.5. AUTHORITIES	11
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	12
7.7 IDENTIFIED USERS.....	12
7.8 CALL-UP INSTRUMENT	12
7.9 LIMITATION OF CALL-UPS	12
7.10 PRIORITY OF DOCUMENTS	13
7.11 CERTIFICATIONS	13
7.12 APPLICABLE LAWS.....	13
B. RESULTING CONTRACT CLAUSES	13
7.1 STATEMENT OF WORK.....	13
7.2 STANDARD CLAUSES AND CONDITIONS.....	13

Solicitation No. - N° de l'invitation
W0142-16X032/B
Client Ref. No. - N° de réf. du client
W0142-16X032

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38067

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

7.3	TERM OF CONTRACT	14
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	14
7.5	PAYMENT	14
7.6	INVOICING INSTRUCTIONS	15
7.7	INSURANCE REQUIREMENTS	15
7.8	SACC <i>MANUAL</i> CLAUSES	15
ANNEX A	.....	16
	STATEMENT OF WORK	16
ANNEX B	.....	19
	BASIS OF PAYMENT	19
ANNEX C	.....	21
	INSURANCE REQUIREMENTS	21
ANNEX D	.....	24
	STANDING OFFER USAGE REPORT	24
ANNEX E	.....	25
	LEMS – EQUIPMENT INSPECTION REPORT	25

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, Insurance Requirements, Standing Offer Usage Report, and the LEMS Equipment Inspection Report.

1.2 Summary

1.2.1 CFB Suffield holds eight (8) variants in their Grader Fleet, all of which require periodic and or annual inspections in accordance with their respective maintenance schedules, repairs varying in degree of difficulty to mechanical, hydraulic, and various other attachments and components. Variants include, but are not limited to Volvo, Champion, CAT and John Deere.

The offeror must provide parts and or repairs, to the mechanical, electrical, hydraulic systems, various attachments and or body components on an as requested basis in support of CFB Suffield's fleet.

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), the Agreement on Internal Trade, the Canada Free Trade Agreements (FTAs) with Chile/ Colombia/ Panama/ Peru.

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.

1.4 Key Terms

1.4.1 LEMS – Land Equipment Maintenance System.

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) (<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

M0019T (2007-05-25) Firm Price and/or Rates

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 seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

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 Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (one (1) hard copy)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (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: Technical Offer

In their technical offer, the 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 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.

3.1.2 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

- a) Offeror must confirm, by indicating Yes/No in the space provided, that the location of the repair shop is within 250 kms of CFB Suffield's Main Gate entrance, and provide the address. YES / NO

Address: _____

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

The estimated quantities listed in Annex B – Basis of Payment are for evaluation purposes only, and will not form part of any resulting Standing Offer.

The total assessed bid price will be determined using the rates provided in Annex B - Basis of Payment and will be calculated as follows:

- a) For Line Item 1, the Offeror's price will be multiplied by the Estimated Usage to determine the Extended Price for each year.
- b) For Line Item 2, the Offeror's discount will be applied to the Estimated Usage to determine an Extended Price for each year.
- c) For Line Item 3, the Offeror's fee will be applied to the Estimated Usage to determine an Extended Price for each year.

Maximum fee per call up will not be evaluated.

The sum of the extended prices for all three years, for Line Items 1, 2 and 3 will equal the Total Evaluated Price.

4.2 Basis of Selection

4.2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. 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) (<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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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 perform the Work in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

7.2.1 There is no security requirement 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) (<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 paid for by a Government of Canada Acquisition Card.

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

The data must be submitted on a quarterly basis.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (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 against the Standing Offer is from 1 September 2016 to 31 August 2017.

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 two (2) periods of one (1) year, from 1 September 2017 to 31 August 2018 and from 1 September 2018 to 31 August 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 thirty (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:

Name: Oksana Kuzyshyn
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 1650, 635 8 Ave SW
Calgary, AB T2P 3M3

Solicitation No. - N° de l'invitation
W0142-16X032/B
Client Ref. No. - N° de réf. du client
W0142-16X032

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38067

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

Telephone: 403- 613- 3037
Facsimile: 403- 292- 5786
E-mail address: oksana.kuzyshyn@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

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 Project Authority or their authorized representative, CFB Suffield.

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using electronic format of, or 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 \$50,000.00 (Applicable Taxes included).

7.10 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 2010C (2015-09-03), General Conditions – Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) Annex E, LEMS Equipment Inspection Report; and
- j) the Offeror's offer dated **(TBD)**.

7.11 Certifications

7.11.1 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.

7.12 Applicable Laws

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

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

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

Section 13 Interest on Overdue Accounts, of 2010C (2015-09-03) Interest on Overdue Accounts will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work 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.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of the \$ value of the Call-up. 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 the \$ value of the Call-up. 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 Single Payment

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

7.5.4 SACC Manual Clauses

C0710C (2007-11-30) Time and Contract Price Verification
C0711C (2008-05-12) Time Verification
M3800C (2006-08-15), Estimates

7.5.5 Payment by Credit Card

The following credit cards are accepted: **TBD** and **TBD** .

7.6 Invoicing Instructions

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 show:

- a. The number of labour hours.

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 Standing Offer for certification and payment.

7.7 Insurance Requirements

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

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

A9006C	Defence Contract	2012-07-16
A9039C	Salvage	2008-05-12
A9062C	Canadian Forces Site Regulations	2011-05-16

ANNEX A

STATEMENT OF WORK

Scope

1.1 Identification

This Statement of Work (SOW) identifies the work to be performed in support of the Road Grader Fleet at CFB Suffield. Support includes but is not limited to inspections, services and repair of both mechanical systems and body.

1.2 Background

CFB Suffield holds eight (8) variants in their Grader Fleet, all of which require periodic and or annual inspections in accordance with their respective maintenance schedules, repairs varying in degree of difficulty to both mechanical, hydraulic, and various other attachments and components. Variants include but are not limited to Volvo, Champion, CAT and John Deere.

1.3 Aim or Objective

To obtain a Standing Offer for the service, repair and the provision of parts in support of the Grader Fleet, in order to promote the expedient repair of our fleet whilst reducing the strain on the repair staff at CFB Suffield during peak periods and heightened activity. Request a 1 year with 2 option years for the period of the standing offer.

1.4 Tasks

The Offeror must provide parts and or repairs, to the mechanical, electrical, hydraulic systems, various attachments and or body components on an as requested basis in support of CFB Suffield's fleet. The type of work to be conducted will be directed by the technical authority, in this case the Base Maintenance Officer, or Contracts Services Specialist. Tasks to include but are not limited to the following:

- 1.4.1. The Offeror must utilize Original Equipment Manufacturer (OEM) parts for all mechanical/body repairs unless otherwise approved in writing by the technical authority as above;
- 1.4.2. The Offeror must perform vehicle inspections and provide written certification in accordance with Departmental (as per ANNEX E – LEMS Equipment Inspection Report), Provincial and or National standards where applicable. For inspection purposes adherence to the Commercial Vehicle Maintenance Standards is mandatory. All vehicle repairs will be conducted in accordance with vehicle manufacturer specifications.
- 1.4.3. The Offeror must perform diagnosis on the various vehicle systems and provide a written estimate for the repairs required to return the vehicle back to its original operating condition, systems to include but are not limited to the following:
 - a) power train components/systems;
 - b) suspension components/systems;
 - c) electrical components/systems;
 - d) exhaust components/systems;
 - e) hydraulic components/systems, where applicable;
 - f) fuel system components;

- g) wheels, tires and mounting hardware;
- h) braking components/systems;
- i) air system components, where applicable;
- j) trailer coupling devices, where applicable;
- k) coolant system components; and
- l) other component repair as requested such as but not limited to collision damage.

1.4.4. The Offeror must repair mechanical faults as diagnosed/directed by CFB Suffield technicians through the technical authorities;

1.4.5. The Offeror must provide parts in support of repairs conducted by CFB Suffield staff; and

1.4.6. Offeror must provide repairs to Emergency essential assets due to operational requirements as deemed by the technical authority. These variants will be identified by the technical authority when the call-up is let. Repairs required are to be initiated within 24 hours of delivery of the affected asset.

1.5 Constraints

CFB Suffield will conduct its own delivery and pick up of vehicles to the Offeror for service. With limited recovery assets to achieve pick-up and delivery for servicing and repair, CFB Suffield requires all services to be available within 250 kms of CFB Suffield's Main Gate entrance.

The technical authority for the requested work is the Base Maintenance Officer, or the Contract Services Specialist. Only those two positions have the authority to enter into an agreement/arrangement or provide information in accordance with budgetary requirements. The above positions are also the specialists in providing the acceptance for the work that was carried out and can certify payment for services rendered.

Base Maintenance/Contract Services Specialist **TBD**

1.6 Administrative/Procurement Authority TBD

2.0 Deliverables

The Offeror must provide a detailed list/breakdown of all parts, labour in hours, materials, supplies and narrative of what work was carried out on the invoice. Where applicable and requested, written certification must be provided to support any inspections performed by the Contractor where Departmental, Provincial or National standards are required.

3.0 Acceptance

Once the technical authority is satisfied that the work completed was in accordance with the requested service, invoices will be processed.

4.0 Basis of Payment

Basis of payment is per ANNEX B.

5.0 Warranty

The Offeror must provide at a minimum, of 90 days on all parts and labour at 100%.

Solicitation No. - N° de l'invitation
W0142-16X032/B
Client Ref. No. - N° de réf. du client
W0142-16X032

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38067

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

6.0 Language

All work including tasks and deliverables will be completed in the English language, spoken and written.

Solicitation No. - N° de l'invitation
W0142-16X032/B
Client Ref. No. - N° de réf. du client
W0142-16X032

Amd. No. - N° de la modif.
ca1134
File No. - N° du dossier
CAL-5-38067

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

ANNEX B

BASIS OF PAYMENT

- A. Applicable taxes are to be excluded from the prices quoted herein.
- B. Applicable taxes will be added as a separate item on the invoice, if applicable.
- C. Prices are in Canadian Dollars.
- D. Prices remain firm for the periods shown.
- E. Prices must be quoted for items 1 through 3.
- F. Prices include an on-site, experienced foreman for the duration of the Work.
- G. Estimated usages are for evaluation purposes. Actual usage may vary from amounts shown.

Item	Estimated Usage	SOA Period		Option Year #1		Option Year #2	
		Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price
1.							
Labour (Mechanical) - Direct or Productive for Personnel used exclusively in work as follows: Regular Working Hours (Mon – Fri: 8 am – 5 pm)							
Mechanic	160 hours	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
Helper/Apprentice	160 hours	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr
2.							
Material and Replacement Parts (except free issue) at list price (which includes invoice cost, Transportation costs, Exchange, Customs and brokerage charges) less discount of _____% (which includes purchasing expenses, internal handling, G&A expenses and profit) excluding sales tax. Sales tax to be shown as a separate item.	\$5,000.00	_____%	\$ _____	_____%	\$ _____	_____%	\$ _____

Solicitation No. - N° de l'invitation
 W0142-16X032/B
 Client Ref. No. - N° de réf. du client
 W0142-16X032

Amd. No. - N° de la modif.
 cal134
 File No. - N° du dossier
 CAL-5-38067

Buyer ID - Id de l'acheteur
 cal134
 CCC No./N° CCC - FMS No./N° VME

3. Shop Supply Fee must be directly associated with work as per the call-up and identified as a separate line on the invoice. Fee equal to _____% of labour charge to a maximum of \$_____ per call up.	\$1,000.00 Maximum per call up not evaluated	_____% \$_____	_____% \$_____	_____% \$_____	_____% \$_____	_____% \$_____	_____% \$_____
4. Environmental/Disposal Fees must be directly associated with work as per the call-up and identified as a separate line item on the invoice.							
Extended Price per Year							
TOTAL EVALUATED PRICE							

ANNEX C

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Offeror must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Standing Offer, in an amount usual for a Standing Offer 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 Offeror's performance of the Standing Offer. 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 Offeror.
 - 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 Offeror and/or arising out of operations that have been completed by the Offeror.
 - 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 Standing Offer, 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 Standing Offer.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Offeror becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Offeror resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Offeror for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Garage Automobile Liability Insurance

1. The Offerer must obtain Garage Automobile Liability insurance, and maintain it in force throughout the duration of the Standing Offer, in an amount usual for a Standing Offer of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Garage Automobile Liability policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence.
 - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
 - c. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Offeror's performance of the Standing Offer. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,*

Solicitation No. - N° de l'invitation
W0142-16X032/B
Client Ref. No. - N° de réf. du client
W0142-16X032

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38067

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

*284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

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

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

Solicitation No. - N° de l'invitation
W0142-16X032/B
Client Ref. No. - N° de réf. du client
W0142-16X032

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38067

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

ANNEX D

STANDING OFFER USAGE REPORT

Return to:

Facsimile: (403) 292-5786
Email: WST.PA-CAL@pwgsc-tpsgc.gc.ca

The usage reports must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

SUPPLIER: _____ (TBD)
STANDING OFFER NO: W0142-16X032 Repair of Graders
DEPARTMENT OR AGENCY: Department of National Defence, CFB Suffield, Ralston, AB

REPORTING PERIOD:

April 1 to June 30
 July 1 to September 30

October 1 to December 31
 January 1 to March 31

Call-up No.	Description	Value of each call-up (GST included)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
Total Dollar Value Call-ups for this reporting period:		

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

PREPARED BY:

NAME: _____ TELEPHONE No.: _____

SIGNATURE: _____ DATE: _____

Solicitation No. - N° de l'invitation
W0142-16X032/B
Client Ref. No. - N° de réf. du client
W0142-16X032

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-5-38067

Buyer ID - Id de l'acheteur
ca1134
CCC No./N° CCC - FMS No./N° VME

ANNEX E

LEMS – EQUIPMENT INSPECTION REPORT

See attached document

