

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

Request For a Standing Offer
Demande d'offre à commandes

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

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
 TPSGC/PWGSC
 601-1550, Avenue d'Estimauville
 Québec
 Québec
 G1J 0C7

Title - Sujet Repair - Military vehicles Navistar	
Solicitation No. - N° de l'invitation W0106-15A014/A	Date 2016-03-29
Client Reference No. - N° de référence du client W0106-15A014	GETS Ref. No. - N° de réf. de SEAG PW-\$QCN-006-16717
File No. - N° de dossier QCN-5-38269 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-09	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée VOIR DOC	
Address Enquiries to: - Adresser toutes questions à: Lamarre, Jacynthe	Buyer Id - Id de l'acheteur qcn006
Telephone No. - N° de téléphone (418)649-2776 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: GARNISON VALCARTIER SAINT-MALO Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein
Instructions: Voir aux présentes

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

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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 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

Annexes A, B, C and D.

1.2 Summary

To supply as and when required, for the Department of National Defence (DND), inspection, maintenance and repair services of mechanical, electrical and electronic components as well as genuine and/or specific replacement parts for the military vehicles.

The vehicles are manufactured by Navistar International, and the make/model is the Prostar 7400 MSVS modified for military purposes.

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

The contractor and/or sub-contractor must be located in the Québec City area within 50 km of the following locations: Canadian Force Base (CFB) in Valcartier, Quebec and St-Malo Industrial Park located in Quebec.

Since civilian contractors may not operate military vehicles on provincial roads, DND employees must drive the vehicles to the contractor's place of business. To manage this, DND must free up two (2) employees and use two (2) vehicles. For these reasons, the contractor must be located near DND

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facilities so as to minimize non-productive time, the costs associated with the operation of the vehicles, which are extremely high, the additional wear and tear on the vehicles and the ecological footprint.

The vehicles will come from the Canadian Force Base (CFB) in Valcartier and the St-Malo Industrial Park located in Quebec.

Period of the Standing Offer: from the date of the Standing Offer to April 30, 2020.

Amount of the Standing Offer: \$2 800 000.00 for a firm period of four (4) years.

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) (<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.

2.2 Submission of Offers

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time, at 1550 D'Estimauville Avenue, Québec, Qc, G1J 0C7.

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 preferably by email at helene.lemay@tpsgc-pwgsc.gc.ca, **no later than five (5) calendar days before the Request for a 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 Quebec.

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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).

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

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

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

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:

ARI Financial Services _____
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. The location where the work will be carried out must be located 50 km or less by car from both addresses below:

Quebec Valcartier	Canadian Forces Base (CFB) - Valcartier 5 CANADIAN MECHANIZED BRIGADE GROUP PO BOX 1000, STATION FORCES COURCELETTE QC G0A 4Z0 For evaluation purpose of the 50 km, the address to write on google Maps will be: « General T.L. Tremblay Street ».
Quebec City St-Malo	5 MILITARY POLICE REGIMENT QUEBEC DETACHMENT ST-MALO INDUSTRIAL PARK 1020 VINCENT-MASSEY STREET QUEBEC CITY, QC G1N 1M8

To evaluate the distance between the accommodation location and the General T.L. Tremblay Street, Canada will use the Web site <https://www.google.ca/maps>

The bidder must provide the complete address of the proposed accommodation location (not the administrative address):

Complete address: _____

- b. The Offeror must be an authorized reseller of the company Navistar's International Truck Division.
- c. The Offeror must provide at least one technician certified by the company Navistar's International Truck Division.

4.1.1.2 Documents Required for Offers Evaluation Purposes

The Offeror must provide the following documents:

- 1. Provide a written proof of the authorization.

2. Provide the name, the CV and a written proof of certification of the technician.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.1.2.2 Firm Price and/or Rates

SACC Manual Clause M0019T (2007-05-25), Firm Price and/or Rates

4.1.2.3 Basis of Evaluation

The bid price will be calculated by determining a total evaluation amount. This amount will be calculated by totalling the evaluation amount for each period.

The **evaluation amount for each period** will be calculated by totalling the following:

Inspection (item 1. of Annex B): forecast of 133 inspections per year multiplied by the price for each inspection;

PLUS

Repair (item 2. of Annex B): 250 hours projected for one year, divided by the lowest hourly rate of all offerors and multiplied by the hourly rate submitted by the evaluated offeror.

PLUS

Replacement parts (item 3. of Annex B): \$15,000.00 projected for one year, plus the mark-up.

The total evaluation amount for each offeror will therefore be the evaluation amount for the first period (2016-2017) PLUS the evaluation amount for each other period 2017/2018, 2018/2019 and 2019/2020.

The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

4.2 Basis of Selection

SACC Manual Clause M0031T (2007-05-25), Basis of Selection – Mandatory Technical Criteria Only

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.

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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.

5.3 SACC Manual Clause

M3020T (2016-01-28), Status of Availability of Resources - Offer
M3021T (2012-07-16), Education and Experience

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

6.3 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.

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

6.3.2.1 Periodic Usage Reports - Standing Offer

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

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

The data must be submitted every six (6) months to the Standing Offer Authority.

The reporting periods are defined as follows:

- 1st period: April 1 to September 30;
- 2nd period: October 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.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of the Standing Offer to April 30, 2020.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Hélène Lemay
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 418-649-2974
Facsimile: 418-648-2209
E-mail address: helene.lemay@tpsgc-pwgsc.gc.ca

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

6.5.2 Offeror's Representative

Name: _____

Title: _____

Organisation: _____

Telephone: _____

Facsimile: _____

Email address: _____

6.6 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.

6.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

6.8 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*.

6.9 Limitation of Call-ups

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

6.10 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$2,435,312.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 Priority of Documents

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

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

6.12 Certifications

6.12.1 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.

6.13 Applicable Laws

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

6.14 SACC Manual Clause

SACC Manual Clause M3000C (2006-08-15), Price Lists
SACC Manual Clause M3020C (2016-01-28), Status of Availability of Resources - Standing Offer
SACC Manual Clause M3800C (2006-08-15), Estimates

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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 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 General Conditions 2010C will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 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.

6.5 Payment

6.5.1 Basis of Payment – Firm Price

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

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

6.5.2 Multiple Payments

SACC Manual Clauses H1001C (2008-05-12), Multiple Payments

6.5.3 SACC Manual Clauses

SACC Manual Clauses A9117C (2007-11-30), T1204 – Direct Request by Customer Department
SACC Manual Clauses C0711C (2008-05-12), Time Verification

6.5.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

6.6 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.
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.7 Insurance – Specific 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.

6.8 SACC Manual Clauses

SACC Manual Clause A9006C (2012-07-16), Defence Contract

ANNEX "A" - STATEMENT OF WORK

SUBJECT

1. This document sets out the general and specific requirements for carrying out the inspection, maintenance and repair of Medium Support Vehicle System (MSVS) Navistar International military vehicles on behalf of the Department of National Defence (DND) and Canadian Army (CA) units in the geographic locations listed below, on an as-required basis.

ORIGINATING LOCATION

2. The vehicles will originate from CA units in the following geographic locations in the Québec City area.

Geographic Locations	Number of Vehicles	Full Address
Quebec Valcartier	74	Base des forces canadiennes (BFC) - Valcartier 5 CANADIAN MECHANIZED BRIGADE GROUP PO BOX 1000 STN FORCES COURCELETTE QC G0A 4Z0
Quebec St-Malo	59	5 MILITARY POLICE REGIMENT QUEBEC DETACHMENT ST-MALO INDUSTRIAL CENTRE 1020 VINCENT-MASSEY ST QUÉBEC CITY QC G1N 1M8

GLOSSARY

DND: Department of National Defence

DND Representative: A person who represents DND and who will communicate with the contractor and/or its sub-contractor about any issues concerning the standing offer and/or subsequent call-ups

Contractor: The company (or its sub-contractor) that is awarded a standing offer in order to meet DND needs.

CA: Canadian Army

MSVS: An acronym for "Medium Support Vehicle System. It refers to the type of truck.

ARI Financial Services Inc.: A vehicle fleet management company. Among other things, it offers funding via credit card, referred to as an ARI card.

VEHICLES

3. The vehicles described herein are manufactured by Navistar International, and the make/model is—but is not strictly limited to—the Prostar 7400 MSVS modified for military purposes.

Note: The vehicles are not considered to be controlled goods, but certain precautions, described in points 8, 9, 10 and 11, apply.

DESCRIPTION OF WORK

General

4. Provide skilled labour to perform inspections, maintenance and repairs of mechanical, electrical and electronic components as well as genuine and/or specific replacement parts for the military vehicles concerned.

Maintenance Service Calls

5. The contractor must be ready to receive each vehicle that must undergo inspection, maintenance or repair work within 48 hours of receiving a phone call from the designated DND representative or at the time agreed upon with the representative, if applicable.

Transportation and Place of Business

6. Each military vehicle shall be transported by DND to and from the contractor's designated place of business.
- 6.1 The contractor and/or sub-contractor must be located in the Québec City area within 50 km of the address indicated in article 2 above.
- 6.2 Since civilian contractors may not operate military vehicles on provincial roads, DND employees must drive the vehicles to the contractor's place of business. To manage this, DND must free up two (2) employees and use two (2) vehicles. For these reasons, the contractor must be located near DND facilities so as to minimize non-productive time, the costs associated with the operation of the vehicles, which are extremely high, the additional wear and tear on the vehicles and the ecological footprint.

Receipt of Vehicle

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

Storage & Caution

8. The contractor must assume full responsibility for each vehicle received during the period that the vehicles are at the contractor's place of business (garage, warehouse, etc).
9. Outside of regular business hours, the contractor shall store all military vehicles in a secure outdoor storage area with controlled access, ie, in a fenced-in area adjacent to the contractor's place of business, ideally equipped with appropriate lighting that is on day and night, or inside a building.
10. The exterior surfaces of the vehicles may have top coats that are resistant to chemical agents. Chemical bonds break down and toxic substances, including isocyanates and heavy metals, can

be released during activities that generate intense heat (approximately 170 oC), such as welding, cutting, grinding or sanding.

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

Maintenance Inspections

12. Within twenty-four hours of a vehicle being received, the contractor must:
 - 12.1 conduct the inspection and fill out a status report with the relevant recommendations in accordance with the 91-point checklist provided in Appendice 1 of "Annex "A";
 - 12.2 send the completed inspection report to the designated DND representative with a detailed estimate, accurate to within 15% of the total actual final cost, of the work hours and the spare parts required to perform the recommended repairs.

Note: The cost of inspecting, checking and repairing the vehicle shall include the workshop supplies.

Authorization of Work

13. The DND representative has the right to dispute the contractor's estimate, to negotiate the estimated number of hours, or to outright refuse certain scheduled work.
14. Acceptance of the contractor's offer (detailed estimate), if applicable, shall be confirmed in writing through an order form (the contract) produced and signed by the designated DND representative. A unique reference number, assigned to indicate that the work is authorized, shall appear on the order form. That number must appear on the subsequent invoice and any other document related to the work on a particular vehicle.

Inspection/Standard Maintenance Check

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

Maintenance

16. Upon receiving the signed order from the designated DND representative, the contractor shall perform the specified repairs within the established timeframe.
17. It is understood that the work schedule is dependent on factors such as parts availability. The completion date of the work will be determined by designated representatives of the contractor and DND. The contractor commits implicitly to meeting the deadline set by the parties.

Modification

18. If, while completing previously agreed-upon work, the contractor discovers that unforeseen work or additional parts not included in the initial estimate are needed, the contractor shall immediately notify the DND representative, provide a detailed estimate of the cost of the work and obtain written approval before supplying the additional goods and services required.

19. A modification to the initial order shall be prepared in writing and signed by the designated DND representative to confirm approval of subsequent additions.

Payment

20. Payment for goods and services supplied by the contractor to the satisfaction of DND shall be made by means of an ARI, Master Card or Visa credit card or a cheque in accordance with the prescribed procedures in the terms and conditions of the standing offer.
21. Within 5 days following the completion of work, the contractor shall submit to the designated DND representative, at the specified address, a detailed invoice for the goods and services supplied, including the order reference number and breaking down the costs of labour parts and products supplied, the applicable discount or mark-up where applicable, goods and services tax (GST) and Quebec provincial sales tax (QST).
22. Send invoices to the attention of the designated DND representative at the address indicated on each subsequent order.

Guarantee

23. The contractor shall offer a minimum guarantee of ninety (90) days, parts and labour included, for the work performed on each vehicle.

MINIMUM REQUIREMENTS

24. The contractor must:
- 24.1 Be an authorized dealer of Navistar International Trucks;
 - 24.2 Have the duly qualified labour (mechanic and others) and the machinery, tools and equipment needed to perform the required inspections and repairs;
 - 24.3 Have the ability to provide original parts and special parts for military vehicles.

Solicitation No. - N° de l'invitation
W0106-15A014/A
Client Ref. No. - N° de réf. du client
W0106-15A014

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-5-38269

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 OF ANNEX "A"

Inspection Sheet of SVSM International

You will find the Inspection Sheet at the end of this document.

ANNEX "B" - BASIS OF PAYMENT

1. Inspection Cost: Submit a lump sum price for the 91-point inspection of each vehicle in accordance with Appendix 1 of Annex "A", including an oil change and cleaning/lubrication of the front and rear brakes. The cost of inspecting, checking and repairing each vehicle shall include the workshop supplies. The submitted prices, each one applicable for one of the periods indicated below, shall include the administrative and operational costs, the fringe benefits, and the contractor's fringe benefits.

2. Hourly repair rate: Submit a firm hourly rate for the qualified manpower assigned to do the repair work, during regular working hours (Monday to Friday between 0800 hrs and 1700 hrs) applicable to each of the periods indicated below.

3. Spare part costs: Submit a % mark-up on the cost price, for original Navistar International parts and special military parts.

DESCRIPTION	Date of SO to 30 april 2017	1 may 2017 to 30 april 2018	1 may 2018 to 30 april 2019	1 may 2019 to 30 april 2020	Estimated quantity and rate (for one year)
1. Firm unit price for inspection	_____ \$ / by inspection	_____ \$ / by inspection	_____ \$ / by inspection	_____ \$ / by inspection	133 inspections
2. Firm hourly rate for repair	_____ \$	_____ \$	_____ \$	_____ \$	250 hours
3. Cost price plus % of mark-up for replacement parts	_____ %	_____ %	_____ %	_____ %	\$15,000.00

Solicitation No. - N° de l'invitation
W0106-15A014/A
Client Ref. No. - N° de réf. du client
W0106-15A014

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-5-38269

Buyer ID - Id de l'acheteur
qcn006
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" - PERIODIC USAGE REPORTS – STANDING OFFER

The data must be submitted every six (6) months to the Standing Offer Authority.

The reporting periods are defined as follows:

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

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

EXAMPLE:

PERIODIC USAGE REPORTS – STANDING OFFER		
Standing Offer no : W106-15A014		
Contractor's Name:		
Period	Number of orders	Total Value (\$)
From May 1 to October 31:		
From November 1 to April 30:		

ANNEX "D" - INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured: 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.

2. Garage Automobile Liability Insurance

1. The Contractor must obtain Garage Automobile Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Garage Automobile Liability policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
 - c. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Appendix 1 of Annex A
Inspection sheet - MSVS International

Customer Name:		VIN No:	
Unit No:	Date:	Repair Order No:	
Mileage (Km):	Hours:	Hubometer:	
Ancillary Equipment Present <input type="checkbox"/> Crane <input type="checkbox"/> 9-man cab <input type="checkbox"/> Auger			
Additional Customer / Vehicle Information:			

= Satisfactory R = Repairs Needed	"B" Wet	= Satisfactory R = Repairs Needed	"B" Wet
CAB INTERIOR INSPECTION		CAB INTERIOR INSPECTION (Continued)	
1. Turn key on - check for fault codes, record		23. Check seals (boots) - shifter, clutch and steering shaft	
2. Start engine - observe instrument operation		24. Check DOT sticker validation	
3. Apply and release brakes 10 times		ENGINE OIL	
4. Check low air warning buzzer and light		25. Take an oil sample	
5. Check that dash parking brake valves pop out at 35 psi		26. Remove skid plate. Drain engine oil	
6. Check air dryer pressure and cutout at 120 psi		AROUND VEHICLE INSPECTION	
7. Check clutch and/or neutral safety switch		27. Check cab and body appearance - condition and damage	
8. Check HVAC defrosters, air vents, fan speed and controls (and rear heater operation on 9-man cab)		28. Check air fairings, extenders and brackets	
9. Check HVAC duct temperature, record		29. Check license plate holder and light	
10. Check windshield wipers and washers		30. Check lighting - headlights, blackout lights, tail/stop, turn signal, marker, backup, reflectors and work lights	
11. Check horns, electric and air		31. Check doors - access and latches	
12. Check interior lights, turn indicators and dash lights		32. Check hood latches	
13. Check door glass and mirror controls		33. Check steps and grab handles	
14. Check seats (and rear seats on 9-man cab), seat belts and floor mats		34. Check fuel tank straps and fuel fill cap	
15. Check tractor hand valve		35. Check batteries - visual inspection of cables, clamping, corrosion and fluid level, fill if needed	
16. Check power divider shift operation		36. Check vertical exhaust, muffler, clamps and brackets	
17. Check all cab switches (fan override, front axle, diff lock and heated mirrors).		37. Check mirrors - condition and mounts	
18. Check map light operation and mounting tightness, dome lights and master dome light switch.		38. Check mud flaps/splash guards	
19. Check ABS antilock monitor light, if equipped		39. Check trailer electrical/air hoses, front and rear glad hands	
20. Check parking brake		40. Check cab air ride system	
21. Check for three DOT approved warning triangles		41. Check frame and crossmembers	
22. Check for fire extinguisher		42. Check pintle hook and safety chain loops	
		43. Check body - inspect doors, cargo latches and lift gates. Check and lube both side gate side plungers, inspect rear belly tray operation and hardware.	

B-Service Inspection includes DOT Annual Inspection. Complete a current annual inspection with this form.

✓	= Satisfactory R = Repairs Needed	"B" Wet	✓	= Satisfactory R = Repairs Needed	"B" Wet																								
AROUND VEHICLE INSPECTION (Continued)			UNDER VEHICLE INSPECTION																										
44. Check tires and wheels - enter <u>existing</u> psi & tread depth. Pressure may vary from 76 psi to 30 psi (on road/off road) <table border="1" style="margin-top: 10px;"> <tr> <td></td><td></td> <td></td><td></td> <td></td><td></td> </tr> <tr> <td></td><td></td> <td></td><td></td> <td></td><td></td> </tr> <tr> <td></td><td></td> <td></td><td></td> <td></td><td></td> </tr> <tr> <td></td><td></td> <td></td><td></td> <td></td><td></td> </tr> </table> <div style="margin-top: 10px;"> <div style="display: inline-block; border: 1px solid black; padding: 2px;">PSI</div> <div style="display: inline-block; border: 1px solid black; padding: 2px;">IN.</div> </div> Tire Pressure Tread - 32nds																											64. Check for oil leaks - engine, steering, axle, transmission and differential		
			65. Check engine and transmission mounts																										
			66. Check transmission oil level																										
			67. Check driveline and U-joints																										
			68. Check transmission, transfer case and differential yoke for play																										
			69. Check front and rear differential oil level and transfer case oil level																										
			70. Check springs, hangers and shocks																										
			71. Check tie rod ends																										
			72. Check air tanks, air dryer - drain and observe for oil and water																										
			73. Check horizontal exhaust, muffler, clamps and brackets																										
45. Check radiator and shroud			74. Check brake rod travel																										
46. Pressure test cooling system			75. Check brake lining and/or pad wear																										
47. Test DCA, extended life and freeze protection			76. Check ABS wiring and routing																										
48. Check belts - visual inspection for wear and tension			77. Check PTO, PTO u-joints and slip yoke, wetline pumps & hose routing																										
49. Check hoses - condition and/or leaks			78. Install oil plug and torque																										
50. Check hose and wire routing, securing			79. Raise front axle - inspect king pins and wheel bearings																										
51. Check exhaust - mounting, clamping and evidence of leaks			80. Grease PTO driveshaft u-joints & slip yoke (Auger only).																										
52. Check air cleaner restriction gauge			81. Grease king pins following the "turn and load" procedure																										
53. Check air cleaner housing, air-to-air piping and clamping			82. Grease complete chassis - including all 3 seats (4 zerks per seat). On Auger-equipped models, grease 2 zerks on hose reel and 1 zerk on auger motor.																										
54. Check alternator - visual inspection			83. Change oil filter (P/N 1842543C1) *Change																										
55. Check wiper blade condition			Centrifugal Oil Filter when applicable.																										
56. Check starting system - visual inspection			FINAL PROCEDURES																										
57. Check steering shaft, shaft U-joints, box mounting, pitman arm and drag link			84. Fill engine with oil and run, recheck level																										
58. Check power steering fluid level			85. Check automatic transmission fluid level																										
59. Top off windshield washer fluid			86. Check hydraulic fluid level (crane, auger and winch)																										
60. Drain water from fuel water separator			87. Check PTO hourmeter. Change Micronic 783 hydraulic fluid at following interval: Crane & Filter: 1000 hrs WARN Winch: 1750 hrs. Replace Auger filter 300 hrs/yearly.																										
61. Change fuel filter			88. Install PM sticker in windshield																										
62. Change fuel water separator element			89. Install DOT sticker																										
63. Check fuel fire heater operation, intake and exhaust hoses			90. Reset oil change light																										
			91. Review PM sheet with service writer																										
<i>B-Service Inspection includes DOT Annual Inspection. Complete a current annual inspection with this form.</i>																													