



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

PWGSC/TPSGC Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1  
Bid Fax: (506) 851-6759

**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**  
NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

<b>Title - Sujet</b> RISO LUVW MILCOTS Repair/Maint.	
<b>Solicitation No. - N° de l'invitation</b> WB105-170023/B	<b>Date</b> 2016-10-26
<b>Client Reference No. - N° de référence du client</b> WB105-170023	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-011-5218
<b>File No. - N° de dossier</b> MCT-6-39016 (011)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-12-06</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sharpe, Charlene A.	<b>Buyer Id - Id de l'acheteur</b> mct011
<b>Telephone No. - N° de téléphone</b> (506)851-3467 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 3 ASG MAINTENANCE COMPANY EEM/SMP HEAVY K-4, BLDG K-4 OROMOCTO New Brunswick E2V4J5 Canada	
<b>Security - Sécurité</b> 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**

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

***This bid solicitation cancels and supersedes previous bid solicitation number WB105-170023/A dated June 29, 2016 with a closing of August 10, 2016 at 2:00 pm, Atlantic Daylight Saving Time. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.***

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS .....	4
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	6
2.5 APPLICABLE LAWS.....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	9
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
<b>A. STANDING OFFER .....</b>	<b>10</b>
6.1 OFFER.....	10
6.2 SECURITY REQUIREMENTS .....	10
6.3 STANDARD CLAUSES AND CONDITIONS.....	10
6.4 TERM OF STANDING OFFER .....	11
6.5 AUTHORITIES .....	11
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	12
6.7 IDENTIFIED USERS.....	12
6.8 CALL-UP PROCEDURES .....	12
6.9 CALL-UP INSTRUMENT .....	12
6.10 LIMITATION OF CALL-UPS .....	12
6.11 FINANCIAL LIMITATION.....	12
6.12 PRIORITY OF DOCUMENTS .....	13
6.13 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.14 APPLICABLE LAWS.....	13
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>13</b>
6.1 STATEMENT OF WORK.....	13
6.2 STANDARD CLAUSES AND CONDITIONS.....	14
6.3 TERM OF CONTRACT .....	14

Solicitation No. - N° de l'invitation  
WB105-170023/B  
Client Ref. No. - N° de réf. du client  
WB105-170023

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-6-39016

Buyer ID - Id de l'acheteur  
mct011  
CCC No./N° CCC - FMS No./N° VME

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6.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	14
6.5	PAYMENT .....	14
6.6	INVOICING INSTRUCTIONS .....	15
6.7	SACC MANUAL CLAUSES .....	15
<b>ANNEX A - STATEMENT OF WORK .....</b>		<b>16</b>
<b>ANNEX B - BASIS OF PAYMENT .....</b>		<b>18</b>
<b>ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS .....</b>		<b>26</b>
<b>ANNEX D - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR.....</b>		<b>27</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six 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 and Additional Information: includes the certifications and additional information to be provided; and
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, 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:

- Annex A            Statement of Work  
Annex B            Basis of Payment  
Annex C            Electronic Payment Instruments  
Annex D            Board of Directors Listing

### **1.2 Summary**

A Request for up to four (4) Regional Individual Standing Offer(s) to provide, on an as and when required basis, all labor, parts and equipment for diagnostic, repair and rebuild services for 2003/2004 GMC 2500/3500 Truck Utility LUVW MILCOTS (Light Utility Vehicle Wheeled Military/ Commercial Off the Shelf) trucks for Maintenance Company, Technical Services Branch, 5th Canadian Division Support Group in Oromocto, New Brunswick, for a three year period from date of issuance.

The work will include, but not limited to repairs of suspension, power train, all electrical components, brake components, air-conditioning systems, wheel alignments and auxiliary heaters, annual inspections, body repairs and diagnosing. All services will be performed by CTAT Qualified licensed mechanics or apprentice mechanics under direct supervision of a licensed CTAT qualified mechanic.

Solicitation No. - N° de l'invitation  
WB105-170023/B  
Client Ref. No. - N° de réf. du client  
WB105-170023

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-6-39016

Buyer ID - Id de l'acheteur  
mct011  
CCC No./N° CCC - FMS No./N° VME

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).

This solicitation contains a requirement for the production of or access to controlled goods.

### 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](#) (2016/04/04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 120 days

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
A9130T	Controlled Goods Program - Bid	2014/11/27
M0019T	Firm Price and/or Rates	2007/05/25
M9033T	Financial Capability	2011/05/16

### 2.2 Submission of Offers

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

Due to the nature of the Request for Standing Offers, **transmission of offers by electronic mail (e-mail) to PWGSC will not be accepted.**

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## 2.3 Former Public Servant

### Former Public Servant - Competitive - Offer

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.

Solicitation No. - N° de l'invitation  
WB105-170023/B  
Client Ref. No. - N° de réf. du client  
WB105-170023

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-6-39016

Buyer ID - Id de l'acheteur  
mct011  
CCC No./N° CCC - FMS No./N° VME

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(Derived from - Provenant de: M3025T, 2016/01/28 )*

### 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 New Brunswick.

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 (2 hard copies)  
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 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C, Electronic Payment Instruments, to identify which ones are accepted.

If Annex C, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments 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 and additional information 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

Mandatory Technical Criteria as specified in Annex A.

#### 4.1.2 Financial Evaluation

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

### 4.2 Basis of Selection

It is anticipated up to four (4) standing offers will be recommended for use as a result of this solicitation.

The lowest priced responsive bids will be recommended for issuance of standing offers, in accordance with the following:

#### Location 1 – 5 CDSG Gagetown, Oromocto, NB (allocated funds \$841,000)

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

- 1) Lowest priced responsive bid: 100% of the allocated funds.

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## Location 2 – Queen Charlotte Armories, Charlottetown, PEI (allocated funds \$70,000)

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

- 1) Lowest priced responsive bid: 100% of the allocated funds.

## Location 3 – 60 Broadview Avenue, Saint John, NB (allocated funds \$175,200)

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

- 1) Lowest priced responsive bid: 100% of the allocated funds.

## Location 4 – 299 Parks Street, Moncton, NB (allocated funds \$114,000)

If more than one responsive bid is received, we anticipate recommending the issuance of standing offers as per this ratio:

- 1) Lowest priced responsive bid: 100% of the allocated funds.

## 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. Unless specified otherwise, 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 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.

#### 5.1.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, **as applicable**, to be given further consideration in the procurement process.

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## 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

## 5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

### 5.1.3.1 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within two (2) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

*(Derived from - Provenant de: A0285T, 2012/07/16 )*

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

6.2.1 There is **no security requirement applicable** to the 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](#) (2016/04/04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## 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 date of issuance for a period of three years.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Charlene Sharpe  
Title: Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506) 851-3467  
Facsimile: (506) 851-6759  
E-mail address: Charlene.Sharpe@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.

### 6.5.2 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.

### 6.5.3 Offeror's Representative *Offerors are to provide the following information:*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail 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.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

## **6.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence  
Maintenance Company  
Technical Services Branch  
5<sup>th</sup> Canadian Division Support Group  
Oromocto, New Brunswick

## **6.8 Call-up Procedures**

DND shall make a call-up to the lowest priced supplier in the location group required.

## **6.9 Call-up Instrument**

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

## **6.10 Limitation of Call-ups**

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

## **6.11 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$1,200,200.00 (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 four (4) 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.

*(Derived from - Provenant de: M4506C, 2013/04/25 )*

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## 6.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016/04/04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016/04/04), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment; and
- g) the Offeror's offer dated \_\_\_\_\_.

## 6.13 Certifications and Additional Information

### 6.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### 6.13.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25

## 6.14 Applicable Laws

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

## 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](#) (2016/04/04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of [2010C](#) (2016/04/04), General Conditions - Services (Medium Complexity), will not apply to payments made by credit cards.

### 6.3 Term of Contract

#### 6.3.1 Delivery Date

Delivery must be made within two (2) business days from receipt of a call-up against the Standing Offer in urgent requirements; delivery must be made within five (5) business days from receipt of a call-up against the Standing Offer in non-urgent requirements.

### 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.

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

### 6.5 Payment

#### 6.5.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B. 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.

*(Derived from - Provenant de: C0207C, 2013/04/25 )*

#### 6.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011/05/16) Limitation of Price

Solicitation No. - N° de l'invitation  
WB105-170023/B  
Client Ref. No. - N° de réf. du client  
WB105-170023

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-6-39016

Buyer ID - Id de l'acheteur  
mct011  
CCC No./N° CCC - FMS No./N° VME

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### 6.5.3 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
C0711C	Time Verification	2008/05/12
H1000C	Single Payment	2008/05/12

### 6.5.4 Electronic Payment of Invoices – Call-up *Will be confirmed at time of issuance*

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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

*(Derived from - Provenant de: H5001C, 2008/12/12 )*

### 6.7 SACC Manual Clauses

SACC Reference	Section	Date
A9131C	Controlled Goods Program - Contract	2014/11/27
B7500C	Excess Goods	2006/06/16
C0710C	Time and Contract Price Verification	2007/11/30
G1005C	Insurance – No Specific Requirement	2016/01/28

## ANNEX A - STATEMENT OF WORK

1. To provide, on an as and when required basis, all labor, parts and equipment for diagnostic, repair and rebuild services for 2003/2004 GMC 2500/3500 Truck Utility LUVW MILCOTS (Light Utility Vehicle Wheeled Military/ Commercial Off the Shelf) trucks for Maintenance Company, Technical Services Branch, 5th Canadian Division Support Group for a three year period.
  - a. Approximately 94 MILCOTS at 5 CDSG Gagetown, Oromocto, NB
  - b. Approximately 8 MILCOTS Queen Charlotte Armouries Charlottetown, PE
  - c. Approximately 20 MILCOTS at 60 Broadview Ave, Saint John, NB
  - d. Approximately 15 MILCOTS at 299 Parks St Moncton, NB
2. The work will include, but not limited to repairs of suspension, power train, all electrical components, brake components, air-conditioning systems, wheel alignments and auxiliary heaters, annual inspections, body repairs and diagnosing. All services will be performed by CTAT Qualified licensed mechanics or apprentice mechanics under direct supervision of a licensed CTAT qualified mechanic. The Offeror must have a minimum of four CTAT qualified technicians or two CTAT qualified technicians and the remaining two be qualified within six months of the Standing Offer being awarded.
3. All maintenance, repairs and inspections will be performed by a General Motors or Chevrolet dealer. All maintenance, repairs and inspections must be completed by a licensed mechanics or apprentice mechanics under direct supervision of a licensed CTAT qualified mechanic.
4. Catalogues/ price lists are to be made available upon request of consignee.
5. Security of vehicles: In accordance with the Public Works and Government Services Canada Controlled Goods Program <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/index-eng.html> as well as physical proof of CTAT must be provided.
6. Location of Repair: Repairs will be performed on site at the Contractor's facility. Vehicles will be driven or towed to the Contractor's location. Vehicles will require 2-3 hours to cool down before being left unattended and stored inside overnight at the vendor's location, all batteries are to be disconnected (both 12V and 24V systems).
7. Urgent Requirement: The vehicle or equipment repairs shall be completed and the vehicle or equipment returned to Maintenance Company within two business days of receipt of the vehicle identified on the 942 call-up.
8. Non-Urgent Requirement: The vehicle or equipment repairs shall be completed and the vehicle or equipment returned to Maintenance Company within five business days of receipt of the vehicle identified on the 942 call-up.
9. The Offeror must be a licensed facility able to provide warranty repairs to the 2003/2004 GMC 2500/3500 K25743HD/K36053 Truck Utility LUVW MILCOTS for Maintenance Company.
10. As DND will be responsible for transporting the vehicles to the Contractors facility; the Contractors must be located within a 30 kilometer distance from vehicle home location listed in paragraph 1. of the statement of work.
11. Must be able to source, acquire and install military specific equipment on these vehicles to maintain a military operational vehicle.

Solicitation No. - N° de l'invitation  
WB105-170023/B  
Client Ref. No. - N° de réf. du client  
WB105-170023

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-6-39016

Buyer ID - Id de l'acheteur  
mct011  
CCC No./N° CCC - FMS No./N° VME

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12. Overtime and overtime rates are not permitted for work entailed within this Standing Offer Agreement. All work requested must be done within the Contractor's normal business work hours and be available to perform services outside of normal business work hours.

13. Estimates: When an estimate of the cost of performing specific work is required, the Identified User shall provide the contractor with a statement of work required and the contractor shall provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Contractor shall not proceed with any of the specified work until the Identified User issues a call-up. The estimated cost stated in the call-up shall not be exceeded without the specific written authorization of the Identified User. The Contractor must provide a written, itemized service report upon completion of the work.

14. Exchange Parts Plan - The worn or damaged parts and components covered by the terms of the Standing Offer document will be exchanged for factory rebuilt parts on the basis of one-for-one and like-for-like. In the event factory rebuilt parts are not available, new and unused parts and components will be supplied instead.

Used Parts Plan- Used Parts will not be authorized. If the Offeror plans utilize after-market parts, a warranty must be provided by manufacturer or Offeror that is equal to a warranty offered for an OEM equivalent. The Offeror must also verify that the use of after-market parts will not void any new-vehicle manufacturer's warranty, or impact your obligations under a vehicle lease contract.

Core Charges - Where applicable, core charges for existing parts must be identified in estimates provided prior to work commencement. The Offeror will provide Canada with proof of the manufacturer's final core value. The final core value will be deducted from the final invoice for work done for each call-up.

Price List - Following issuance of a Standing Offer, it is the Offeror' responsibility to supply and update price list and/or catalogues as Canada may require. The Offeror shall provide a copy of its catalogue and price list and updates thereof to each Identified User requesting a copy.

Special Offers - In addition to the above pricing, special offering due to year-end or surplus manufacturing runs, special job lots, sales, etc. are to be made available as they occur if the lesser cost is under the above pricing arrangement.

**ANNEX B - BASIS OF PAYMENT**

**Location 1: Proximity of 5 CDSG Gagetown NB, 94 units**

For a period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	1,616	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$140,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

For second period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	1,616	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$140,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Solicitation No. - N° de l'invitation  
 WB105-170023/B  
 Client Ref. No. - N° de réf. du client  
 WB105-170023

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 MCT-6-39016

Buyer ID - Id de l'acheteur  
 mct011  
 CCC No./N° CCC - FMS No./N° VME

For third period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	1,616	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$140,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Solicitation No. - N° de l'invitation  
 WB105-170023/B  
 Client Ref. No. - N° de réf. du client  
 WB105-170023

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 MCT-6-39016

Buyer ID - Id de l'acheteur  
 mct011  
 CCC No./N° CCC - FMS No./N° VME

**Location 2: Proximity of Queen Charlotte Armories Charlottetown, PE, 8 units**

For a period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	136	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$12,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

For second period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	136	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$12,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Solicitation No. - N° de l'invitation  
 WB105-170023/B  
 Client Ref. No. - N° de réf. du client  
 WB105-170023

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 MCT-6-39016

Buyer ID - Id de l'acheteur  
 mct011  
 CCC No./N° CCC - FMS No./N° VME

For third period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	136	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$12,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Solicitation No. - N° de l'invitation  
 WB105-170023/B  
 Client Ref. No. - N° de réf. du client  
 WB105-170023

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 MCT-6-39016

Buyer ID - Id de l'acheteur  
 mct011  
 CCC No./N° CCC - FMS No./N° VME

**Location 3: Proximity of 60 Broadview Ave, Saint John, NB, 20 units**

For a period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	340	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$30,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

For second period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	340	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$30,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Solicitation No. - N° de l'invitation  
 WB105-170023/B  
 Client Ref. No. - N° de réf. du client  
 WB105-170023

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 MCT-6-39016

Buyer ID - Id de l'acheteur  
 mct011  
 CCC No./N° CCC - FMS No./N° VME

For third period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	340	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$30,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Solicitation No. - N° de l'invitation  
 WB105-170023/B  
 Client Ref. No. - N° de réf. du client  
 WB105-170023

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 MCT-6-39016

Buyer ID - Id de l'acheteur  
 mct011  
 CCC No./N° CCC - FMS No./N° VME

**Location 4: Proximity of 299 Parks St Moncton, NB, 15 units**

For a period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	254	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$23,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

For second period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	254	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$23,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Solicitation No. - N° de l'invitation  
 WB105-170023/B  
 Client Ref. No. - N° de réf. du client  
 WB105-170023

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 MCT-6-39016

Buyer ID - Id de l'acheteur  
 mct011  
 CCC No./N° CCC - FMS No./N° VME

For third period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	254	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price (MSRP) less _____% discount or at a markup of _____%.	%	\$23,000.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Solicitation No. - N° de l'invitation  
WB105-170023/B  
Client Ref. No. - N° de réf. du client  
WB105-170023

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-6-39016

Buyer ID - Id de l'acheteur  
mct011  
CCC No./N° CCC - FMS No./N° VME

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### **ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)

