



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**Room 1650, 635 8th Ave. S.W.**

**Calgary**

**Alberta**

**T2P 3M3**

**Bid Fax: (403) 292-5786**

**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**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada  
Room 1650, 635 8th Ave. S.W.

Calgary

Alberta

T2P 3M3

<b>Title - Sujet</b> Bobcat Repairs	
<b>Solicitation No. - N° de l'invitation</b> W0142-17X032/A	<b>Date</b> 2017-04-21
<b>Client Reference No. - N° de référence du client</b> W0142-17X032	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$CAL-127-6580
<b>File No. - N° de dossier</b> CAL-6-39044 (127)	<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 2017-06-05</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ray, Jane E.	<b>Buyer Id - Id de l'acheteur</b> cal125
<b>Telephone No. - N° de téléphone</b> (403)472-1742 ( )	<b>FAX No. - N° de FAX</b> (403)292-5786
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> BASE COMMANDER CANADIAN FORCES BASE SUFFIELD ATTENTION CMTT, BLDG 322 RALSTON, AB T0J 2N0 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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Del. Offered Liv. offerte	
1	Bobcat Repairs	W0142	W0142	1	Each	\$	\$		See Herein	

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Solicitation No. - N° de l'invitation  
W0142-17X032/A  
Client Ref. No. - N° de réf. du client  
W0142-17X032

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL 5-38141

Buyer ID - Id de l'acheteur  
ca1127  
CCC No./N° CCC - FMS No./N° VME

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## **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;
- 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 the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

### **1.2 Summary**

The Department of National Defence- CFB Suffield has a requirement for the periodic maintenance and repair of Bobcat vehicle holdings on an "as and when requested" basis. Support includes, but is not limited to the provision of repair parts, vehicle inspections, service and repair to both mechanical and body to include any warranty support as applicable.

CFB Suffield will conduct its own delivery and pick up of vehicles to the Offeror for service, except where the requirement exist to have the contractor conduct repairs/inspections on site. With limited recovery assets to achieve pick-up and delivery for servicing and repair, CFB Suffield requires all services to be available within 75 km driving distance from CFB Suffield's main gate entrance.

The standing offer will be for a period of one year from approximately July 1, 2017 to June 30, 2018, with two (2) additional one (1) year option periods (July 1, 2018 to June 30, 2019) and (July 1, 2019 to June 30, 2020).

"The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### 1.3 Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (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.

#### 2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Prices and/or Rates  
M1004T (2016-01-28), Condition of Material - Offer

### 2.2 Submission of Offers

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

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;

- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

Section I: Technical Offer (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 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 "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" 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**

- a) Ability to perform the full scope of work described in Annex "A" - Statement of Work.
- b) Ability to meet all mandatory requirements in Annex "C", Compliance Matrix.
- c) Provision of pricing as per Annex "B" - Basis of Payment.

## **4.1.2 Financial Evaluation**

### **4.1.2.1 Evaluation of Price - Offer**

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price – Offer

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection – Mandatory Technical Criteria Only**

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. 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 Required with the Offer**

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

### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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 with its offer the required documentation, as applicable), 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 – 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.

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) 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.

## 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.

##### 6.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;

- 
- 3rd quarter: October 1 to December 31;
  - 4th quarter: January 1 to March 31.

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

## **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 approximately July 1, 2017 to June 30, 2018.

### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, from approximately July 1, 2018 to June 30, 2019 and approximately July 1, 2019, to June 30, 2020, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Jane Ray, Procurement Officer  
Public Services and Procurement Canada  
Acquisitions Branch, Western Region  
Directorate: Western Region  
1650, 635 8<sup>th</sup> Avenue SW  
Calgary, AB T2P 3M3

Telephone: 403-472-1742  
Facsimile: 403-292-5786  
E-mail address: jane.ray@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 *(to be filled in by the Offeror)*

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.

### 6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence- CFB Suffield.

### 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 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 2029 (2016-04-04), General Conditions- Goods or Services (Low Dollar Value);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;

- g) Annex "C", Insurance Requirements;
- h) Annex "D", Standing Offer Usage Report;
- i) Annex "E", Electronic Payment of Invoices - Offer
- j) the Offeror's offer dated \_\_\_\_\_.

## **6.11 Certifications and Additional Information**

### **6.11.1 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.

### **6.11.2 SACC Manual Clauses**

M3000C (2006-08-15), Price Lists

## **6.12 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **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**

2029 (2016-04-04), General Conditions – Goods or Services (Low Dollar Value) apply to and form part of the Standing Offer.

Section 12 Interest on Overdue Accounts, of 2029 (2016-04-04), General Conditions – Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The Work is to be performed in accordance with the Call-up against the Standing Offer.

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## 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 Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B"- Basis of Payment for a cost of \$ TBD. 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 Single Payment

SACC Manual Clause [H1000C](#) (2008-05-12), Single Payment

### 6.5.3 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department  
[C0710C](#) (2007-11-30), Time and Contract Price Verification

### 6.5.4 Electronic Payment of Invoices – Call-up

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);

## 6.6 Invoicing Instructions

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

1. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of price lists for material and replacement parts in Annex "B", Item 3. Can include invoices and receipts.
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.

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CAL 5-38141

Buyer ID - Id de l'acheteur  
ca1127  
CCC No./N° CCC - FMS No./N° VME

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## **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**

A9039C (2008-05-12), Salvage  
A9062C (2011-05-16), Canadian Forces Site Regulations  
B7500C (2006-06-16), Excess Goods

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## ANNEX "A"- STATEMENT OF WORK

### 1. Scope

The Department of National Defence- CFB Suffield has a requirement for the periodic maintenance and repair of Bobcat vehicle holdings on an "as and when requested" basis. Support includes, but is not limited to the provision of repair parts, vehicle inspections, service and repair to both mechanical and body to include any warranty support as applicable.

CFB Suffield will conduct its own delivery and pick up of vehicles to the Offeror for service, except where the requirement exist to have the contractor conduct repairs/inspections on site. With limited recovery assets to achieve pick-up and delivery for servicing and repair, CFB Suffield requires all services to be available within 75 km driving distance from CFB Suffield's main gate entrance.

The standing offer will be for a period of one year from approximately July 1, 2017 to June 30, 2018, with two (2) additional one (1) year option periods (July 1, 2018 to June 30, 2019) and (July 1, 2019 to June 30, 2020).

### 2. Identification

This Statement of Work (SOW) identifies the work to be performed in support of the Bobcat Equipment holdings at CFB Suffield at Ralston, AB. The repairs must be completed using original equipment manufacturer (OEM) parts unless unavailable, in which case, the Offeror must obtain a written agreement from the Technical Authority to use OEM equivalent parts. Support includes: the provision of repair parts, vehicle inspections, services and repair to mechanical including warranty support.

### 3. Background

CFB Suffield holds a number of Bobcat variants with attachments in their fleet all of which require periodic and or annual inspections in accordance with their respective maintenance schedules, repairs in varying degree of difficulty to both mechanical and body.

The following is a non-exhaustive list of equipment to be services under the Standing Offer:

773G  
763  
S70  
Toolcat

### 4. Tasks

The contractor must provide repairs both mechanical and or body as well as carry out all warranty repairs on an as requested basis in support of CFB Suffield's Bobcat fleet. The type of work to be conducted will be directed by the technical authority, in this case the Base Maintenance Officer, or Contracts Services Specialist. Tasks to include but are not limited to the following:

- i. The Offeror must utilize OEM parts for all mechanical repairs unless otherwise approved in writing by the technical authority as listed in the call-up;
- ii. The Offeror must supply Bobcat variants;
- iii. The Offeror must perform vehicle inspections and provide written certification in accordance with Departmental Provincial and or National standards where applicable. National Standards will be made available to the Offeror upon standing offer award. For inspection purposes adherence to the Commercial Vehicle Maintenance Standards is mandatory. All vehicle repairs will be conducted in accordance with vehicle manufacturer specifications;
- iv. The Offeror must perform diagnosis on the various vehicle systems and provide a written estimate for the repairs required to return the vehicle back to its original condition, systems to include but are not limited to the following:
  - a. power train components/systems;

- b. suspension system components/systems;
  - c. electrical components/systems;
  - d. fuel system components;
  - e. body component/systems;
  - f. various attachments;
  - g. hydraulic system components;
  - h. exhaust system components;
  - i. coolant system components; and
  - j. other component repair as requested such as accident damage repair.
- v. The Offeror must repair mechanical faults as diagnosed by CFB Suffield technicians through the technical authorities
  - vi. The Offeror must be able to provide on-site repairs and inspections;
  - vii. The Offeror must provide written detailed estimates for the repair of collision damages with the provision of OEM parts unless otherwise authorized by the technical authority;
  - viii. The Offeror must provide an estimate of cost and completion date for all requested work.
  - ix. If, while conducting approved work, it is discovered that additional unforeseen work has to be performed, the Offeror must advise the Technical Authority with a written description, cost and completion date of the work. The Offeror must not commence any additional work without prior written authorization from the Technical Authority.

## **5. Constraints**

With limited recovery assets to achieve pick-up and delivery for servicing and repair, CFB Suffield requires all services to be available within 75 km driving distance from CFB Suffield's main gate entrance.

## **6. Deliverables**

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

## **7. Acceptance**

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

## **8. Warranty**

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

## **9. Language**

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

## **APPENDIX 1 - COMPLIANCE MATRIX - MINIMUM MANDATORY CRITERIA SPECIFICATIONS**

A complete list of the minimum mandatory criteria specifications are detailed below in the “Compliance Matrix”. Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **should** show compliance by addressing each performance specification in the Compliance Matrix, to indicate whether the product offered “Meets” or “Does not meet”.
2. It is requested that supporting technical documentation, including but not limited to certification and distance calculators for driving be provided, with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
3. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
4. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Regional Individual Standing Offer (RISO) document.
5. Failure to meet each performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

**MINIMUM MANDATORY REQUIREMENTS**

	<b>Specifications</b>	<b>Meets</b>	<b>Does not meet</b>	<b>Supporting Information</b>
1	Offeror must possess current authorized status as an Original Equipment Manufacturer (OEM) for Bobcat.			
2	The Offeror’s facility must be located within a 75 km radius from the main gate of CFB Suffield, Ralston AB.			Offerors address: <hr/> <hr/> <hr/> <hr/>

**ANNEX "B"- BASIS OF PAYMENT**

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

(a) The Total Estimated Price for line items 1-2 will be calculated by taking the firm unit price (or mark-up/less discount % percent) and multiplying it by the estimated usage (or Estimated Part Expenditure).

(b) The Total Estimated Price for Item items 3-4 will be calculated by taking the Total Estimated Price in 1.a) and multiplying it by the % percent levy identified by the offeror. The offeror is to provide the maximum call-up amount which is not used in the financial evaluation of the overall bid price, but is used in the resulting Standing Offer.

(c) The results of the calculations in (a) and (b), above will be added together to obtain the total evaluated offer price for line item 5.

- Rates quoted must include all costs associated with providing the service in accordance with the Statement of Work, Annex "A", contained herein and remain firm for the period of the Standing Offer.
- GST is not to be included in the firm unit prices but will be added to any invoice issued against the Standing Offer.
- Estimated usages are for evaluation purposes only and will not form any part of the resulting standing offer; actual usage may vary from amounts shown.
- Offerors must provide a price for each line item to be considered responsive.

**Year 1: Approximately from July 1, 2017 to June 30, 2018**

Item	Description	Estimated Usage	Firm Unit Price	Total Estimated Price
	<b>Labour:</b> Direct or productive for personnel used exclusively in work as follows:			
1. a)	<b>Mechanical:</b> Regular working hours (Monday-Friday 8:00 a.m. - 5:00 p.m.)	165 hours	Mechanic: \$/_____/hr	\$_____
1.b)	<b>Call-outs:</b> Lump sum price for the call-out to include one round trip from place of business to CFB Suffield, Ralston, AB., as requested, to perform work, including mileage, driving time to and from job site and any meals and accommodations.	4 call-outs/year	\$_____/call-out	\$_____

<b>Parts and Fees</b>				
2.	<b>Material and replacement parts:</b>  (Except free issue) Must be provided at List Price* plus markup <u>OR</u> less discount. All prices for parts and material are FOB destination. Customs duties are included and Applicable Taxes are extra.	Estimated part expenditure \$30,000.00/year	plus markup/less discount (please indicate) of: _____ %	\$ _____
3.	<b>Shop Supply Fee:</b>  Must be directly associated with work as per the call-up and identified as separate line on the invoice. Fee equal to a percentage of labour charge to a maximum of \$ _____ per call up. (Not used in financial evaluation, but will form part of any resulting Standing Offer.)	165 hours	_____ % levy of the total labour charge as shown in line item 1. a) "total estimated price"	\$ _____
4.	<b>Environmental/Disposal Fees: Resulting from the need to comply with applicable mandated regulations:</b>  Must be directly associated with work as per the call-up and identified as separate line item on the invoice. Fee equal to a percentage of labour charge to a maximum of \$ _____ per call up. (Not used in financial evaluation, but will form part of any resulting Standing Offer.)	165 hours	_____ % levy of the total labour charge as shown in line item 1. a) "total estimated price"	\$ _____
5.	<b>Total Estimated Offer Price Year 1</b>			\$ _____

\* "List price" (Item 2 above) is a base price before any mark-up or discount is applied to the price charged to the client (Applicable Taxes extra).

**Option Year 1: 2018 -2019 (to follow from previous year).**

Item	Description	Estimated Usage	Firm Unit Price	Total Estimated Price
<b>Labour:</b> Direct or productive for personnel used exclusively in work as follows:				
1. a)	<b>Mechanical:</b> Regular working hours (Monday-Friday 8:00 a.m. - 5:00 p.m.)	165 hours	Mechanic: \$/_____/hour	\$_____
1. b)	<b>Call-outs:</b> Lump sum price for the call-out to include one round trip from place of business to CFB Suffield, Ralston, AB., as requested, to perform work, including mileage, driving time to and from job site and any meals and accommodations.	4 call-outs/year	\$/_____/call-out	\$_____
<b>Parts and Fees</b>				
2.	<b>Material and replacement parts:</b> (Except free issue) Must be provided at List Price* plus markup <u>OR</u> less discount. All prices for parts and material are FOB destination. Customs duties are included and Applicable Taxes are extra.	Estimated part expenditure \$30,000.00/year	plus markup/less discount (please indicate) of: _____%	\$_____
3.	<b>Shop Supply Fee:</b> Must be directly associated with work as per the call-up and identified as separate line on the invoice. Fee equal to a percentage of labour charge to a maximum of \$_____ per call up. (Not used in financial evaluation, but will form part of any resulting Standing Offer.)	165 hours	_____% levy of the total labour charge as shown in line item 1. a) "total estimated price"	\$_____

4.	<p><b>Environmental/Disposal Fees: Resulting from the need to comply with applicable mandated regulations:</b></p> <p>Must be directly associated with work as per the call-up and identified as separate line item on the invoice. Fee equal to a percentage of labour charge to a maximum of \$_____ per call up. (Not used in financial evaluation, but will form part of any resulting Standing Offer.)</p>	165 hours	<p>_____ % levy of the total labour charge as shown in line item 1. a) "total estimated price"</p>	\$ _____
5.	<b>Total Estimated Offer Price Option Year 1</b>			\$ _____

- "List price" (Item 2 above) is a base price before any mark-up or discount is applied to the price charged to the client (Applicable Taxes extra).

**Option Year 2: 2019-2020 (to follow from previous year).**

Item	Description	Estimated Usage	Firm Unit Price	Total Estimated Price
<b>Labour:</b> Direct or productive for personnel used exclusively in work as follows:				
1. a)	<p><b>Mechanical:</b></p> <p>Regular working hours (Monday-Friday 8:00 a.m. - 5:00 p.m.)</p>	165 hours	<p>Mechanic:  \$ _____/hour</p>	\$ _____
1.b)	<p><b>Call-Outs:</b></p> <p>Lump sum price for the call-out to include one round trip from place of business to CFB Suffield, Ralston, AB., as requested, to perform work, including mileage, driving time to and from job site and any meals and accommodations.</p>	4 call-outs/year	\$ _____/call-out	\$ _____

<b>Parts and Fees</b>				
2.	<b>Material and replacement parts:</b>  (Except free issue) Must be provided at List Price* plus markup <u>OR</u> less discount. All prices for parts and material are FOB destination. Customs duties are included and Applicable Taxes are extra.	Estimated part expenditure \$30,000.00/year	plus markup/less discount (please indicate) of: _____ %	\$ _____
3.	<b>Shop Supply Fee:</b>  Must be directly associated with work as per the call-up and identified as separate line on the invoice. Fee equal to a percentage of labour charge to a maximum of \$_____ per call up. (Not used in financial evaluation, but will form part of any resulting Standing Offer.)	165 hours	_____ % levy of the total labour charge as shown in line item 1. a) "total estimated price"	\$ _____
4.	<b>Environmental/Disposal Fees: Resulting from the need to comply with applicable mandated regulations:</b>  Must be directly associated with work as per the call-up and identified as separate line item on the invoice. Fee equal to a percentage of labour charge to a maximum of \$_____ per call up. (Not used in financial evaluation, but will form part of any resulting Standing Offer.)	165 hours	_____ % levy of the total labour charge as shown in line item 1. a) "total estimated price"	\$ _____
5.	<b>Total Estimated Offer Price Option Year 2</b>			\$ _____
	<b>Total Evaluated Offer Price (Year 1 + Option Year 2+ Option Year 3)</b>			\$ _____

\*"List Price" (Item 2 above) is a base price before any mark-up or discount is applied to the price charged to the client (Applicable Taxes extra).

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## ANNEX "C" - INSURANCE REQUIREMENTS

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



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**ANNEX "E" - to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**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);