



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

**Request For a Standing Offer  
Demande d'offre à commandes**

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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**  
Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> VEHICLE MAINTENANCE	
<b>Solicitation No. - N° de l'invitation</b> W6399-170371/C	<b>Date</b> 2018-08-02
<b>Client Reference No. - N° de référence du client</b> W6399-170371	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HP-929-75215
<b>File No. - N° de dossier</b> hp929.W6399-170371	<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 2018-09-12</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Way, Stephanie	<b>Buyer Id - Id de l'acheteur</b> hp929
<b>Telephone No. - N° de téléphone</b> (873)469-3300 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 8355 FRANKTOWN ROAD RICHMOND OTTAWA Ontario K0A 2Z0 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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

This request for standing offers (RFSO) cancels and supersedes previous RFSO number W6399-170371/B dated 11 November 2017 with a closing of 09 January 2018 at 2:00 p.m.

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- Annex A – Statement of Work dated 25 June 2018
- Annex B – Compliance Matrix dated 25 June 2018
- Annex C – Financial Offer/Basis of Payment
- Annex D – Insurance Requirement
- Annex E – Electronic Payment Instructions

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Compliance Matrix, the Financial Offer/Basis of Payment, the Insurance Requirement and the Electronic Payment Instruments.

### **1.2 Summary**

- 1.2.1            The Department of National Defence (DND) has a requirement for periodic maintenance and repair of a broad and diverse commercial fleet. In order to provide a cost effective approach to maintenance and repair services, DND requires work under various service categories as outlined in Annex A – Statement of Work.

The DND vehicle fleet is comprised of various standard commercial makes and models including cars, pick-up style trucks, sport utility vehicles, cargo vans/trucks, semi-tractors and trailers.

The Standing Offer Agreement will be valid from date of issuance for a three (3) year period with the option to extend this period by two (2) additional one (1) year periods under the same terms and conditions.

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

(NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.3 Debriefings**

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

### **1.4 Phased Bid Compliance Process**

The Phase Bid Compliance Process applies to this requirement.

## **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 (2018-05-22) 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: 90 days

### **2.2 Submission of Offers**

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

### **2.3 Former Public Servant**

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

#### ***Definitions***

For the purposes of this clause,

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

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

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

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

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

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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.

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

### **3.1 Offer Preparation Instructions**

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)  
Section IV: Additional Information (1 hard copy)

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders 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.

In addition, Offerors should complete and submit Annex B – Compliance Matrix as part of their submission.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex C – Financial Offer/Basis of Payment.

### **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.

## **Section III: Certifications and Additional Information**

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.
- (c) Canada will use the Phase Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2017-11-03) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services –

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Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

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- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

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information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### 4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation

#### 4.1.2 Technical Evaluation

##### 4.1.2.1 Mandatory Technical Criteria

Offerors must demonstrate their compliance with all technical evaluation criteria detailed in Annex A – Statement of Work, for which an offer is being submitted, by signing the Conformance to SOW in Part 5, and in Annex B – Compliance Matrix by providing, with their bid, substantial information describing completely and in detail how each requirement, for which an offer is being submitted, is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.

#### 4.1.3 Financial Evaluation

- 4.1.3.1 Bidders must provide, with their bid, the financial information requested in the bid solicitation and at Annex C – Financial Offer/Basis of Payment as follows:

**For Group A, Categories 1 and 2**, offerors must provide, with their offer, the financial information requested in the RFSO and at Annex “C” – Financial Offer for the OEM, or the multiple OEMs, for which an offer is being submitted. Offerors do not have to quote a price for all OEMs. One SOA will be awarded for **each OEM**.

**For Group A and Group B, Category 3**, offerors must provide, with their offer, the financial information requested in the RFSO and at Annex “C” – Financial Offer for the group for which an offer is being submitted. One SOA will be awarded for **each group**.

**For Group B, Categories 1 and 2**, offerors must provide, with their offer, the financial information requested in the RFSO and at Annex “C” – Financial Offer for the category, or the multiple categories, for which an offer is being submitted. All OEMs must be completed. One SOA will be awarded for **each category**.

- 4.1.3.2 The price of the offer must be in Canadian dollars, Applicable taxes excluded, Canadian customs duties and excise taxes included.

#### 4.1.3.3 Evaluation of Price

For Group A, Categories 1 and 2, offers will be evaluated on an aggregate price basis **per OEM**. In order to be considered responsive, both categories must be completed for the OEM being bid

For Group A and Group B, Category 3, offers will be evaluated on an individual price basis **per group**.

For Group B, Categories 1 and 2, offers will be evaluated on an individual price basis **per category**.

#### 4.1.3.4 To determine the aggregate price for individual OEMs in **Group A, Categories 1 and 2**, the calculation will be as follows:

- a) **For Group A, Category 1**, the firm hourly labour rate submitted for the Initial SO will be multiplied by three (3).
- b) The total from 4.1.3.4 (a), will be added to the firm hourly labour rates submitted for the 1<sup>st</sup> and the 2<sup>nd</sup> Option Period.
- c) The total from 4.1.3.4 (b) will be multiplied by the total estimated number of labour hours for all five years.
- d) For Group A, Category 1, the firm rates submitted for the parts discount will be multiplied by the Estimate of Parts Price for each applicable year.
- e) The discount amounts from 4.1.3.4 (d) will be added together and subtracted from the total Estimate of Parts Price for all five years.
- f) The totals from 4.1.3.4 (c) and (e) will be added together.
- g) **For Group A, Category 2**, the firm hourly labour rate submitted for the Initial SO will be multiplied by three (3).
- h) The total from 4.1.3.4 (g), will be added to the firm hourly labour rates submitted for the 1<sup>st</sup> and the 2<sup>nd</sup> Option Period.
- i) The total from 4.1.3.4 (h) will be multiplied by the total estimated number of labour hours for all five years.
- j) For Group A, Category 2, the firm rates submitted for the parts discount will be multiplied by the Estimate of Parts Price for each applicable year.
- k) The discount amounts from 4.1.3.4 (j) will be added together and subtracted from the total Estimate of Parts Price for all five years.
- l) The totals from 4.1.3.4 (i) and (k) will be added together.
- m) The totals from 4.1.3.4 (f) and (l) will be added together and will be the evaluated aggregate price per individual OEMs.

**4.1.3.5** To determine the individual price per group in **Group A and Group B, Category 3**, the calculation will be as follows:

- a) The firm hourly labour rate submitted for the Initial SO will be multiplied by three (3).
- b) The total from 4.1.3.5 (a), will be added to the firm hourly labour rates submitted for the 1<sup>st</sup> and the 2<sup>nd</sup> Option Period.
- c) The total from 4.1.3.5 (b) will be multiplied by the total estimated number of labour hours for all five years.
- d) The firm rates submitted for the parts discount will be multiplied by the Estimate of Parts Price for each applicable year.
- e) The discount amounts from 4.1.3.5 (d) will be added together and subtracted from the total Estimate of Parts Price for all five years.
- f) The totals from 4.1.3.5 (c) and (e) will be added together and will be the evaluated individual price per group.

**4.1.3.6** To determine the individual price per category in **Group B, Categories 1 and 2**, the calculation will be as follows for each Group:

- a) The firm hourly labour rate submitted for the Initial SO, will be multiplied by three (3).
- b) The total from 4.1.3.6 (a), will be added to the firm hourly labour rates submitted for the 1<sup>st</sup> and the 2<sup>nd</sup> Option Period.
- c) The total from 4.1.3.6 (b) will be multiplied by the total estimated number of labour hours for all five years.
- d) The firm rates submitted for the parts discount will be multiplied by the Estimate of Parts Price for each applicable year.
- e) The discount amounts from 4.1.3.6 (d) will be added together and subtracted from the total Estimate of Parts Price for all five years.
- f) The totals from 4.1.3.6 (c) and (e) will be added together and will be the evaluated individual price per category.

## **4.2 Basis of Selection**

An offer must comply with the requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

For Group A, Categories 1 and 2, the responsive offer with the lowest evaluated aggregated price per OEM will be recommended for award of a contract.

For Group A and Group B, Category 3, the responsive offer with the lowest evaluated price per group will be recommended for award of a contract.

For Group B, Categories, 1 and 2, the responsive offer with the lowest evaluated price per category will be recommended for award of a contract.

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## **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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

**5.2.3 Conformance to SOW**

The Offeror certifies that their offer conforms, and will continue to conform throughout the duration of the SOA, to all technical specifications of the SOW.

This certification does not relieve the Offeror from meeting all mandatory technical evaluation criteria detailed in Part 4.

\_\_\_\_\_  
Offeror's authorized representative signature

\_\_\_\_\_  
Date

**5.2.4 General Environmental Criteria Certification**

The Bidder must select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

Or

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	

Solicitation No. - N° de l'invitation

W6399-170371/C

Client Ref. No. - N° de réf. du client

W6399-170371

Amd. No. - N° de la modif.

File No. - N° du dossier

W6399-170371

Buyer ID - Id de l'acheteur

hp

CCC No./N° CCC - FMS No./N° VME

A minimum of 50% of office equipment has an energy efficient certification.	
---	--

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

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

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirement**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **7.3.1 General Conditions**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide the following data in the report:

- a. the standing offer number;
- b. the supplier name;
- c. the reporting period;
- d. the call-up/contract number for each call-up/contract, including amendments;
- e. the client department;
- f. the contracting authority;
- g. the date of the call-up/contract;
- h. the call-up/contract period;
- i. the line items acquired/services provided;
- j. the value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30

- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional 1-year periods, 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 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Stephanie Way  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada - Acquisitions Branch  
LEFT Directorate, HP Division,  
7A2, Place du Portage, Phase 3, 11 Laurier Street,  
Gatineau Quebec, K1A 0S5  
Telephone: 873 469-3300  
Facsimile: 819 953-2953  
E-mail: Stephanie.way@pwgsc-tpsgc.gc.ca

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

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_ - \_\_\_ - \_\_\_\_  
Facsimile: \_\_\_ - \_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_ (To be completed by the Offeror)  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_ - \_\_\_ - \_\_\_\_  
Facsimile: \_\_\_ - \_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 7.7 Identified Users

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

W6399  
Department of National Defence  
CANSOFCOM COS FD  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

### 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

Or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

### 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

### 7.10 Financial Limitation – Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$2,867,940.00 (*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.

### 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2018-06-21) General Conditions – Services (Medium Complexity) ;
- e) Annex A, Statement of Work;
- f) Annex B, Compliance Matrix;
- g) Annex C, Financial Offer/Basis of Payment;
- h) Annex D, Insurance Requirements;
- i) Annex E, Electronic Payment Instruments;
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_"*) and *insert date(s) of clarification(s) or amendment(s) if applicable*).

## 7.12 Certifications

### 7.12.1 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.

## 7.13 Applicable Laws

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

## 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.

### 8.1 Statement of Work

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

### 8.2 Standard Clauses and Conditions

#### 8.2.1 General Conditions

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2018-06-21) will not apply to payments made by credit cards.

### 8.3 Term of Contract

#### 8.3.1 Delivery Date

Delivery must be made within \_\_\_\_ calendar days from receipt of a call-up against the Standing Offer.

### 8.4 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.

## 8.5 Payment

### 8.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm price(s), as specified in Annex "C" Financial Offer/Basis of Payment. Customs duties are included and Applicable Taxes are extra.

All chargeable time will be rounded to the nearest tenth of an hour.

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.

### 8.5.2 SACC Manual Clauses

Single Payment	H1000C (2008-05-12)
Multiple Payment	H1001C (2008-05-12)

### 8.5.3 Electronic Payment of Invoices – Call up

*(Contracting officers must include in the contract Electronic Payment Instruments accepted by the contractor, as identified in its bid and renumber accordingly.)*

The Contractor accepts to be paid using 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);

## 8.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
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.  
OR
    - a. The original and one (1) copy must be forwarded to the following address for certification and payment.  
\_\_\_\_\_ (Insert the name of the organization)  
\_\_\_\_\_ (Insert the address of the organization)
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **8.7 Insurance Instructions**

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.



### NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods.

### AVIS

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées.

## STATEMENT OF WORK FOR COMMERCIAL VEHICLE REPAIR AND MAINTENANCE

### 1.0 SCOPE

#### 1.1. Purpose

The objective of this statement of work is to define the scope and requirements that apply to the provision of preventive and corrective maintenance to a vehicle fleet comprised of various standard commercial makes and models including cars, pick-up style trucks, sport utility vehicles, cargo vans/trucks, semi-tractors and trailers.

#### 1.2. Background

The Department of National Defence (DND) has a requirement for periodic maintenance and repair of a broad and diverse commercial (i.e., non-military) vehicle fleet. In order to provide a cost effective approach to maintenance and repair services, DND requires work under various service categories as outlined in this statement of work. The intention is to award Standing Offer Agreements (SOA) to various service providers (Offeror).

#### 1.3. Applicable Documents

The following documents form part of this statement of work to the extent specified and are supportive of the statement of work when referenced; all other document references are to be considered supplemental information only. In the event of a conflict between the documents referenced and the contents of this statement of work, then the contents of the statement of work takes precedence.

- Chilton Labour Guide ([www.chilton.cengage.com](http://www.chilton.cengage.com))
- Apprenticeship and Certification Act of the Province of Ontario ([www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca))
- National Safety Code Standards 11 b ([www.ccmta.ca](http://www.ccmta.ca))
- Ontario Highway Traffic Act, Ontario Regulation 80/11 ([www.e-laws.gov.on.ca](http://www.e-laws.gov.on.ca))
- Ontario Ministry of the Environment, Drive Clean Program ([www.ene.gov.on.ca](http://www.ene.gov.on.ca))
- Ontario Ministry of the Environment, Environmental Protection Act, Section 9 ([www.ene.gov.on.ca](http://www.ene.gov.on.ca))
- Transport Canada, Canadian Standards Association (CSA) B620-03 Highway Tanks and Portable Tanks for the Transportation of Dangerous Goods ([www.tc.gc-ca](http://www.tc.gc-ca))
- ASTM B117 Standard Practice for Operating Salt Spray (Fog) Apparatus ([www.astm.org](http://www.astm.org))

#### 1.4. Definitions

Corrective Maintenance	Maintenance necessary to rectify mechanical or electrical failure of vehicle systems, sub-systems and components in order to return the vehicle to a operational condition
Direction	Specific instructions from the unit representative regarding the way ahead for required repairs identified by the Offeror that are over and above that specified on the work order.
Group A Vehicles	This group of vehicles includes cars, pick-up style trucks, sport utility vehicles and trailers that have a Gross Vehicle Weight Rating (GVWR) of less than 6,350 kg (14,000 lbs). The OEM vehicles in this group include: <ul style="list-style-type: none"> <li>- Ford;</li> <li>- General Motors; and</li> <li>- Chrysler/Dodge.</li> </ul>
Group B Vehicles	This group of vehicles includes cargo vans/trucks, semi-tractors and trailers and other vehicles that have a GVWR greater than 6,350 kg (14,000 lbs). The OEM vehicles in this group include: <ul style="list-style-type: none"> <li>- International;</li> <li>- Volvo;</li> <li>- Kenworth;</li> <li>- Detroit; and</li> <li>- Freightliner.</li> </ul>
Original Equipment Manufacturer	The manufacturer and/or integrator of the vehicle when new.
Preventive Maintenance	Periodic maintenance that is recommended (by the OEM) to reduce the likelihood of mechanical or electrical failure, that would create an unsafe or abnormal operating condition, due to component degradation and normal wear and usage

### 1.5. Acronyms

DND	Department of National Defence
GVWR	Gross Vehicle Weight Rating
MOT	Ministry of Transportation (Ontario)
OEM	Original Equipment Manufacturer
PA	Procurement Authority
SOA	Standing Offer Agreement
TA	Technical Authority

## 2.0 **DELIVERABLES**

### 2.1. Specific Deliverables

The type of work to be delivered includes the following:

- (a) Group A Vehicles:
1. Service Category 1 - Preventive Maintenance (Inspection and Services);
  2. Service Category 2 - Corrective Maintenance including Ontario Ministry of Transportation (MOT) Safety Inspection; and
  3. Service Category 3 - Bodywork and Paint;

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- (b) Group B Vehicles:
1. Service Category 1 - Preventive Maintenance (Inspection and Services);
  2. Service Category 2 - Corrective Maintenance including MOT Safety Inspection; and
  3. Service Category 3 - Bodywork and Paint.

## 2.2. Demand

The estimated forecasted demand is as follows:

Group	Service Category	Year 1	Year 2	Year 3	Year 4	Year 5
A	1	\$300k	\$310k	\$320k	\$330k	\$340k
A	2	\$195k	\$201k	\$207k	\$213k	\$219k
A	3	\$7k	\$7.2k	\$7.4k	\$7.6k	\$7.8k
B	1	\$332k	\$340k	\$345k	\$350k	\$355k
B	2	\$58k	\$60k	\$62k	\$64k	\$66k
B	3	\$12k	\$12.4k	\$12.8k	\$13.2k	\$13.4k

The breakdown of parts and labour, by OEM where applicable, is given in Appendix 1.

## 3.0 REQUIREMENTS

The Offeror must provide services in accordance with the work performance requirements detailed for each Service Category in the following sections.

### 3.1. General Requirements (Applicable to all Groups)

The Offeror must:

- (a) Be located within a radius of 50 km from 8355 Franktown Road, Richmond, Ontario;
- (b) Be open for business Monday to Friday, 8:00 AM to 5:00 PM Eastern Standard Time (EST) (minimum, statutory holidays exempt);
- (c) For each repair order issued, provide a Point of Contact (POC) to the authorized unit representative (to be identified at Contract Award);
- (d) During any work activity, parts and components that require replacement must be replaced by new OEM parts only. If the new OEM part is not available, an OEM equivalent (similar fit, form and function) part may be used with prior written authorization from the authorized unit representative (to be identified at Contract Award); and
- (e) Provide services in accordance with the following:

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- i. Pickup/arrival (at 8355 Franktown Road, Richmond, Ontario) must be within 24 hours of request for service;
- ii. Final repair cost must be within the estimated cost plus 10% for ninety percent of the work orders completed;
- iii. Sub-standard or unacceptable work must be less than 2% of the work cost of any repair, including work not found during inspection or unnecessary work requested;
- iv. Repairs must be completed in accordance with estimated time as per the Chilton Labour Guide, plus six (6) hours, as per standard industry practice; and
- v. Return of equipment must be during the normal work hours of the day of completion or next day delivery if outside the normal work hours. Weekend delivery is not required.

### 3.2. Group A Vehicles

#### 3.2.1. Service Category 1 - Preventive Maintenance (Inspection and services)

The Offeror must provide services in accordance with the following:

- (a) The Offeror must be an OEM authorized repair establishment of the Group A vehicle to be maintained; and
- (b) Individuals assigned by the Offeror to perform any preventive maintenance work activities must possess a valid Certificate of Qualification, or be registered as an apprentice under the supervision of an individual in possession of a valid Certificate of Qualification, in accordance with the Apprenticeship and Certification Act of the Province of Ontario;
- (c) Upon request by National Defence's unit representative, the Offeror must pick-up and deliver the vehicle at times arranged with the unit representative. The Offeror's drivers must hold a valid provincial driver's license specific to the vehicle class being driven;
- (d) The Offeror must perform inspections in accordance with the Light Vehicles Inspection Checklist at Appendix 2;
- (e) The Offeror must provide a cost and completion date estimate for preventive maintenance work to the unit representative. Estimates that exceed \$1000 (HST not included) must be written. The Offeror must receive written authorization to proceed, in the form of a call-up, prior to commencing any work;
- (f) If, while conducting approved preventive maintenance, it is discovered that additional unforeseen work has to be performed on the vehicle, the Offeror must provide the unit representative with a written description of the work, and a cost and completion date estimate for the additional work. The Offeror must not commence any additional work until receiving authorization to proceed as stated above.

#### 3.2.2. Service Category 2 - Corrective Maintenance including MOT Safety Inspection

The Offeror must provide services in accordance with the following:

- (a) The Offeror must be an OEM authorized repair establishment of the Group A vehicle to be maintained; and

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- (b) Individuals assigned by the Offeror to perform any preventive maintenance work activities must possess a valid Certificate of Qualification, or be registered as an apprentice under the supervision of an individual in possession of a valid Certificate of Qualification, in accordance with the Apprenticeship and Certification Act of the Province of Ontario.;
- (c) The Offeror must conduct safety inspections on Group A vehicles in accordance with National Safety Code Standards (11 b) and the Ontario Highway Traffic Act, Ontario Regulation 80/11.
- (d) Upon request by National Defence's unit representative, the Offeror must pick-up and deliver the vehicle at times arranged with the unit representative. The Offeror's drivers must hold a valid provincial driver's license specific to the vehicle class being driven;
- (e) The Offeror must provide a cost and completion date estimate for corrective maintenance or inspection work to the unit representative. Estimates that exceed \$1000 (HST not included) must be written. The Offeror must receive written authorization to proceed, in the form of a call-up, prior to commencing any work;
- (f) If, while conducting an inspection or approved corrective maintenance, it is discovered that additional unforeseen work has to be performed on the vehicle, the Offeror must provide the unit representative with a written description of the work, and a cost and completion date estimate for the additional work. The Offeror must not commence any additional work until receiving authorization to proceed as stated above; and
- (g) The Offeror must warranty corrective maintenance work for a period of one (1) year or 20,000 km (whichever comes first) following delivery of the vehicle back to the unit representative.

3.2.3. Service Category 3 - Bodywork and Paint

The Offeror must provide services in accordance with the following:

- (a) The Offeror must be a commercial auto body repair facility capable of handling Group A Vehicles that has been in business for no less than five (5) years;
- (b) The Offeror must have Plastic, Aluminum and Fiberglass repair capabilities;
- (c) Individuals assigned by the Offeror to perform any bodywork activities must be certified as either an Auto Body & Collision Damage Repairer Br.1 or an Auto Body Repairer Br.2, in accordance with the Apprenticeship and Certification Act of the Province of Ontario;
- (d) The Bidder must operate its spray paint facility within the Automotive Refinishing regulations of the MOE Environmental Protection Act;
- (e) Upon request by National Defence's unit representative, the Offeror must pick-up and deliver the vehicle, if serviceable, at times arranged with the unit representative. The Offeror's drivers must hold a valid provincial driver's license specific to the vehicle class being driven;
- (f) The Offeror must provide a cost and completion date estimate for bodywork and painting to the unit representative. Estimates that exceed \$1000 (HST not included) must be written. The Offeror must receive written authorization to proceed, in the form of a call-up, prior to commencing any work;
- (g) The Offeror must warranty body repair and paint work for a period of one (1) year following delivery of the vehicle back to the unit representative, with the exception of rust repair related work that must have the Offerors standard warranty for the work performed.

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### 3.3. Group B Vehicles

#### 3.3.1. General Requirements - Group B

The following applies to all Group B service categories:

- (a) The Offeror must be a repair facility capable of repairing Group B Vehicles that has been in business for no less than five (5) years; and
- (b) The Offeror must perform maintenance work in accordance with Transport Canada, Canadian Standards Association (CSA) B620-03, when a Group B type of vehicle is maintained.

#### 3.3.2. Service Category 1 - Preventive Maintenance (Inspection and services)

The Offeror must provide services in accordance with the following:

- (a) Individuals assigned by the Offeror to perform any maintenance work activities must possess a valid Certificate of Qualification, or be registered as an apprentice under the supervision of an individual in possession of a valid Certificate of Qualification, in accordance with the Apprenticeship and Certification Act of the Province of Ontario;
- (b) Upon request by National Defence's unit representative, the Offeror must pick-up and deliver the vehicle at times arranged with the unit representative. The Offeror's drivers must hold a valid provincial driver's license specific to the vehicle being driven;
- (c) The Offeror must perform inspections in accordance with the Truck Inspection Checklist at Appendix 2;
- (d) The Offeror must provide a cost and completion date estimate for preventive maintenance work to the unit representative. Estimates that exceed \$1000 (HST not included) must be written. The Offeror must receive written authorization to proceed, in the form of a call-up, prior to commencing any work; and
- (e) If, while conducting approved preventive maintenance, it is discovered that additional unforeseen work has to be performed on the vehicle, the Offeror must provide the unit representative with a written description of the work, and a cost and completion date estimate for the additional work. The Offeror must not commence any additional work until receiving authorization to proceed as stated above.

#### 3.3.3. Service Category 2 - Corrective Maintenance including MOT Safety Inspection

The Offeror must provide services in accordance with the following:

- (a) Individuals assigned by the Offeror to perform any maintenance work activities must possess a valid Certificate of Qualification, or be registered as an apprentice under the supervision of an individual in possession of a valid Certificate of Qualification, in accordance with the Apprenticeship and Certification Act of the Province of Ontario;
- (b) The Offeror must conduct safety inspections on Group B vehicles in accordance with National Safety Code Standards (11 b) and the Ontario Highway Traffic Act, Ontario Regulation 80/11;
- (c) Upon request by National Defence's unit representative, the Offeror must pick-up and deliver the vehicle at times arranged with the unit representative. The Offeror's drivers must hold a valid provincial driver's license specific to the vehicle being driven;

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- (d) The Offeror must provide a cost and completion date estimate for corrective maintenance or inspection work to the unit representative. Estimates that exceed \$1000 (HST not included) must be written. The Offeror must receive written authorization to proceed, in the form of a call-up, prior to commencing any work;
- (e) If, while conducting an inspection or approved corrective maintenance, it is discovered that additional unforeseen work has to be performed on the vehicle, the Offeror must provide the unit representative with a written description of the work, and a cost and completion date estimate for the additional work. The Offeror must not commence any additional work until receiving authorization to proceed as stated above; and
- (f) The Offeror must warranty corrective maintenance work for a period of one (1) year or 20,000 km (whichever comes first) following delivery of the vehicle back to the unit representative.

3.3.4. Service Category 3 - Bodywork and Paint

The Offeror must provide services in accordance with the following:

- (a) The Offeror must be an auto body repair facility capable of handling Group B Vehicles that has been in business for no less than five (5) years;
- (b) The Offeror must have Plastic and Fiberglass repair capabilities;
- (c) Individuals assigned by the Offeror to perform any bodywork activities must be certified as either an Auto Body & Collision Damage Repairer Br.1 or an Auto Body Repairer Br.2, in accordance with the Apprenticeship and Certification Act of the Province of Ontario;
- (d) Upon request by National Defence's unit representative, the Offeror must pick-up and deliver the vehicle, if serviceable, at times arranged with the unit representative. The Offeror's drivers must hold a valid provincial driver's license specific to the vehicle being driven;
- (e) The Offeror must provide a cost and completion date estimate for bodywork and painting to the unit representative. Estimates that exceed \$1000 (HST not included) must be written. The Offeror must receive written authorization to proceed, in the form of a call-up, prior to commencing any work;
- (f) The Offeror must warranty body repair and paint work for a period of one (1) year following delivery of the vehicle back to the unit representative, with the exception of rust repair related work that must have the Offerors standard warranty for the work performed.

**APPENDIX 1 FORECASTED DEMAND BREAKDOWN**

The forecasted demand per year (by OEM where applicable) is given in the following table:

Group A					
	Category 1		Category 2		Category 3
OEM	Labour (\$K)	Parts (\$K)	Labour (\$K)	Parts (\$K)	N/A
Ford	\$90	\$60	\$58	\$39	\$7
General Motors	\$54	\$36	\$35	\$23	
Crysler/Dodge	\$36	\$24	\$24	\$16	
Group B					
	Category 1		Category 2		Category 3
OEM	Labour (\$K)	Parts (\$K)	Labour (\$K)	Parts (\$K)	N/A
International	\$58	\$39	\$10	\$13	\$12
Kenworth	\$35	\$23	\$1	\$1	
Detroit	\$24	\$16	\$4	\$4	
Volvo	\$58	\$39	\$7	\$10	
Freightliner	\$24	\$16	\$4	\$4	

**APPENDIX 2 INSPECTION CHECKLISTS**

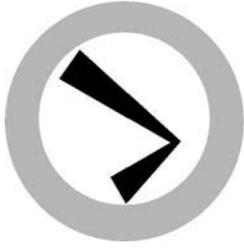
<b><u>LIGHT VEHICLES INSPECTION CHECKLIST</u></b>		
DATE:	VEH MAKE/MODEL/YEAR:	
PLATE#:	KM/HRS:	VIN#:
<b>ROAD TEST/COMMENTS</b>		
<b>CAB INTERIOR</b>		
	<b>CHECK</b>	
Lights/radio/horn		
Heating/AC/cabin air filter		
Seat belts		
Fire suppression system/fire extinguisher		
Cleanliness		
<b>ENGINE COMPARTMENT</b>		
Engine oil level/condition		
Air filter		
Fuel filters		
Battery (clean & load test)/cable connections		
Brake fluid level/condition		
Steering fluid level/condition		
Transmission level/condition		
Belts/hoses		
Radiator/cap/AC condenser		
Coolant level/condition/test		_____degC
Windshield washer fluid		
<b>CAB EXTERIOR</b>		
Lights		
Wiper blades/arms		
Fuel cap/DEF cap		
Winch		
Electrical trailer connector/power plugs		
Lube locks/hinges/latches		
Side & rear view mirrors		
Windshield/doors & rear glass condition		
Body damage		
<b>DRIVETRAIN/UNDERCARRIAGE</b>		
Suspension		
Steering components		
CV shafts / solid axles		
Wheel rotation (yes/no)		<b><i>PULL WHEELS ON ONE SIDE EVERY 5000km</i></b>
Wheel bearings/ball joints		
Brake pads/shoes thickness remaining		frt%_____ rr%_____
Tire wear		frt_____/32" rr_____/32"
Tire pressure		frt:_____psi rr:_____psi spare:_____psi
Tire pressure monitor system		
Lube/check drive shafts & u-joints		
Differentials levels/condition		frt:_____rr:_____
T-Case level(s)/condition		
Exhaust system		
Safety inspection sticker up-to date		
<b>DATE COMPLETED:</b>	<b>NEXT SERVICE:</b>	<b>TECHNICIAN:</b>

<b><u>TRUCK INSPECTION CHECKLIST</u></b>		
DATE:	VEH MAKE/MODEL/YEAR:	
PLATE#:	KM/HRS:	VIN#:
<b>ROAD TEST/COMMENTS</b>		
<b>CAB INTERIOR</b>		
	<b>CHECK</b>	
Lights/headlamps/markers/license plate		
Horn/other safety warning devices		
Radio/CB		
Heating/AC/cabin air filter		
Seat system/ belts		
Fire suppression system/fire extinguisher		
Cleanliness		
<b>ENGINE COMPARTMENT</b>		
Engine oil level/condition		
Air filter		
Fuel filters		
Battery (clean & load test)/cable connections		
Brake fluid level/condition		
Steering fluid level/condition		
Transmission level/condition		
Belts/hoses		
Radiator/cap/AC condenser		
Coolant level/condition/test		_____degC
Cold start ether injection system/level/function		
Windshield washer fluid		
<b>CAB EXTERIOR</b>		
Lights/Reflective marking tape condition		
Wiper blades/arms		
Fuel cap/DEF cap		
Winch		
Electrical trailer connector/power plugs		
Lube locks/hinges/latches		
Fuel pre-heater		
Generator (service due/general status)		
Side & rear view mirrors		
Windshield/rear glass condition		
Doors (including roll-up)		
Body damage		
Fifth wheel trailer attachment (service/repair/function)		
<b>DRIVETRAIN/UNDERCARRIAGE</b>		
Suspension (springs/air bags, etc.)		
Steering components		
CV shafts / solid axles		
Wheel rotation (yes/no)		<b><u>PULL WHEELS ON ONE SIDE EVERY 5000km</u></b>
Wheel bearings/ball joints		
Brake slack adjusters (condition/adjustment)		
Air brake chambers/air tanks/glad hands/air dryer		

APPENDIX 2 to ANNEX A to W6399-170371

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Air brake methyl hydrate level/function		
Test air brake system (fan down)		
Brake pads/shoes thickness remaining		frt% _____ rr% _____
Tire wear		frt _____/32" rr _____/32"
Tire pressure		frt: _____ psi rr: _____ psi spare: _____ psi
Tire pressure monitor system		
Lube/check drive shafts & u-joints		
Differentials levels/condition		frt: _____ rr: _____
T-Case level(s)/PTO/condition		
Exhaust system		
Safety inspection sticker up-to date		
<b>DATE COMPLETED:</b>	<b>NEXT SERVICE:</b>	<b>TECHNICIAN:</b>



**NOTICE**

This documentation has been reviewed by the technical authority and does not contain controlled goods.

**AVIS**

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées.

**COMPLIANCE MATRIX  
COMMERCIAL VEHICLE REPAIR AND MAINTENANCE**

Item #	Work Performance Requirements	Proof of Compliance	Bid Reference
3.0	<b>REQUIREMENTS</b>		
3.1	<u>General Requirements</u> The following requirements are mandatory for all Offerors: (a) The Offeror's facility must be located within a radius of 50 km from 8355 Franktown Road, Richmond, Ontario;	The bidder must provide written confirmation of their location and distance to 8355 Franktown Road, Richmond, Ontario.	
3.2	<u>Group A Vehicles</u>		
3.2.1	<u>Service Category 1</u> - Preventive Maintenance (Inspection and services) Work performance requirements are as follows: (a) The Offeror must be an OEM authorized repair establishment of the Group A vehicle to be maintained;	The bidder must provide written confirmation that they are an OEM authorized repair establishment of the Group A vehicle for the OEM being bid.	

Item #	Work Performance Requirements	Proof of Compliance	Bid Reference
	(b) Individuals assigned by the Offeror to perform any maintenance work activities must possess a valid Certificate of Qualification, or be registered as an apprentice under the supervision of an individual in possession of a valid Certificate of Qualification, in accordance with the Apprenticeship and Certification Act of the Province of Ontario.	The bidder must provide proof of certification (ie. copies of Certificates of Qualification, and/or names and valid Certificates of Qualification numbers) for the personnel that will be conducting maintenance and repairs under the terms of the contract.	
3.2.2	Service Category 2 - Corrective Maintenance including MOT Safety Inspection		
	Work performance requirements are as follows:		
	(a) The Offeror must be an OEM authorized repair establishment of the Group A vehicle to be maintained;	The Bidder must provide written confirmation that they are an OEM authorized repair establishment of the Group A vehicle for the OEM being bid.	
	(b) Individuals assigned by the Offeror to perform any maintenance work activities must possess a valid Certificate of Qualification, or be registered as an apprentice under the supervision of an individual in possession of a valid Certificate of Qualification, in accordance with the Apprenticeship and Certification Act of the Province of Ontario.	The bidder must provide proof of certification (ie. copies of Certificates of Qualification, and/or names and valid Certificates of Qualification numbers) for the personnel that will be conducting maintenance and repairs under the terms of the contract.	
	(a) The Bidder must conduct safety inspections on Group A vehicles in accordance with National Safety Code Standards (11 b) and the Ontario Highway Traffic Act, Ontario Regulation 80/11.	The Bidder must provide written confirmation that they are capable of conducting safety inspections on Group A vehicles in accordance with National Safety Code Standards (11 b) and the Ontario Highway Traffic Act, Ontario Regulation 80/11.	
3.2.3	Service Category 3 - Bodywork and Paint		
	Mandatory requirements are as follows:		
	(a) The Offeror must be an auto body repair facility capable of handling Group A Vehicles that has been in business for no less than five (5) years;	The bidder must provide written confirmation that they are an auto body repair facility capable of handling Group A Vehicles that has been in business for no less than five (5) years.	
	(b) The Offeror must have Plastic, Aluminum and Fiberglass repair capabilities;	The bidder must provide written confirmation that they have Plastic, Aluminum and Fiberglass repair capabilities.	

Item #	Work Performance Requirements	Proof of Compliance	Bid Reference
	(c) Individuals assigned by the Offeror to perform any bodywork activities must be certified as either an Auto Body & Collision Damage Repairer Br.1 or an Auto Body Repairer Br.2, in accordance with the Apprenticeship and Certification Act of the Province of Ontario;	The bidder must provide proof of Auto Body & Collision Damage Repairer Br.1 certification and/or Auto Body Repairer Br.2 certification (ie. Copies of Auto Body & Collision Damage Repairer Br.1 or Auto Body Repairer Br.2 certifications, and/or names and valid Auto Body & Collision Damage Repairer Br.1 or Auto Body Repairer Br.2 certification numbers) for the personnel that will be conducting this work under the terms of the contract.	
	(d) The Bidder must operate its spray paint facility within the Automotive Refinishing regulations of the MOE Environmental Protection Act.	The bidder must provide written confirmation that it operates and fully complies with the Automotive Refinishing regulations of the MOE Environmental Protection Act.	
3.3	<u>Group B Vehicles</u>		
3.3.1	<u>General Requirements</u> The following requirements are mandatory to all Group B service categories:		
	The Offeror must be a repair facility capable of repairing Group B Vehicles that has been in business for no less than five (5) years.	The bidder must provide proof (copies of incorporation, past contracts covering a span of 5 years for repair/maintenance of Group B vehicles, invoices covering a span of 5 years for repair/maintenance of Group B vehicles, etc.) that they are a repair facility capable of repairing Group B vehicles have been in business for no less than five (5) years.	
3.3.2	<u>Service Category 1 - Preventive Maintenance (Inspection and services)</u>		
	Work performance requirements are as follows:		

	<p>(a) Individuals assigned by the Offeror to perform any maintenance work activities must possess a valid Certificate of Qualification, or be registered as an apprentice under the supervision of an individual in possession of a valid Certificate of Qualification, in accordance with the Apprenticeship and Certification Act of the Province of Ontario.</p>	<p>The bidder must provide proof of certification (ie. Copies of Certificates of Qualification, and/or names and valid Certificate of Qualification numbers) for the personnel that will be conducting maintenance and/or repairs under the terms of the contract.</p>	
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Item #	Work Performance Requirements	Proof of Compliance	Bid Reference
3.3.3	<p><u>Service Category 2 - Corrective Maintenance</u> Work performance requirements are as follows:</p> <p>(a) Individuals assigned by the Offeror to perform any maintenance work activities must possess a valid Certificate of Qualification, or be registered as an apprentice under the supervision of an individual in possession of a valid Certificate of Qualification, in accordance with the Apprenticeship and Certification Act of the Province of Ontario.</p> <p>(b) The Bidder must conduct safety inspections on Group B vehicles in accordance with National Safety Code Standards (11 b) and the Ontario Highway Traffic Act, Ontario Regulation 80/11;</p>	<p>The bidder must provide proof of certification (ie. copies of Certificates of Qualification, and/or names and valid Certificate of Qualification numbers) for the personnel that will be conducting maintenance and/or repairs under the terms of the contract.</p> <p>The Bidder must provide written confirmation that they are capable of conducting safety inspections on Group B vehicles in accordance with National Safety Code Standards (11 b) and the Ontario Highway Traffic Act, Ontario Regulation 80/11</p>	
3.3.4	<p><u>Service Category 3 - Bodywork and Paint</u> Work performance requirements are as follows:</p> <p>(a) The Offeror must be an auto body repair facility capable of repairing and painting Group B Vehicles that has been in business for no less than five (5) years;</p> <p>(b) The Offeror must have Plastic and Fiberglass repair capabilities;</p>	<p>The bidder must provide written confirmation that they are an auto body repair facility capable of repairing and painting Group B Vehicles that has been in business for no less than five (5) years.</p> <p>The bidder must provide written confirmation that they have Plastic and Fiberglass repair capabilities.</p>	

	<p>(c) Individuals assigned by the Offeror to perform any bodywork activities must be certified as either an Auto Body &amp; Collision Damage Repairer Br.1 or an Auto Body Repairer Br.2, in accordance with the Apprenticeship and Certification Act of the Province of Ontario;</p>	<p>The bidder must provide proof of Auto Body &amp; Collision Damage Repairer Br.1 certification and/or Auto Body Repairer Br.2 certification (ie. Copies of Auto Body &amp; Collision Damage Repairer Br.1 certification and/or Auto Body Repairer Br.2 certification and/or names and valid Auto Body &amp; Collision Damage Repairer Br.1 certificate and/or Auto Body Repairer Br.2 certificate numbers) for the personnel that will be conducting repairs under the terms of the contract.</p>	
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**ANNEX C – Financial Offer/Basis of Payment**

Instructions:

Group A, Categories 1 and 2, will be evaluated on an aggregate price basis for each OEM. In order to be considered responsive, both categories must be completed for the OEM being bid. The estimated amounts are for evaluation purposes only. Actual usages may vary.

Firm prices are in Canadian dollars, applicable taxes excluded, Canadian Custom Duties and Excise Taxes included.

<b>Group A (Cars, Pick-up Trucks, SUVs, Trailers with a GVWR of less than 6,350 kg (14,000 lbs))</b>											
<b>Category 1 – Preventative Maintenance</b>						<b>Category 2 – Corrective Maintenance</b>					
OEM	Estimate of Labour Hours Per Year	Labour Hourly Rate	Estimate of Parts Price Per Year	Parts Discount (% off of Manufacturer's Suggested Retail Price)	Estimate of Labour Hours Per Year	Labour Hourly Rate	Estimate of Parts Price Per Year	Parts Discount (% off of Manufacturer's Suggested Retail Price)	Initial SO	1 <sup>st</sup> Option Period	2 <sup>nd</sup> Option Period
Ford	440		\$60,000.00		1200		\$39,000.00				
General Motors	440		\$36,000.00		1200		\$23,000.00				
Chrysler/Dodge	330		\$24,000.00		1000		\$16,000.00				

<b>Group A (Cars, Pick-up Trucks, SUVs, Trailers with a GVWR of less than 6,350 kg (14,000 lbs))</b>											
<b>Category 3 – Bodywork and Paint</b>											
Estimate of Labour Hours Per Year	Labour Hourly Rate	Estimate of Parts Price Per Year	Parts Discount (% off of Manufacturer's Suggested Retail Price)	Initial SO	1 <sup>st</sup> Option Period	2 <sup>nd</sup> Option Period	Estimate of Labour Hours Per Year	Labour Hourly Rate	Estimate of Parts Price Per Year	Parts Discount (% off of Manufacturer's Suggested Retail Price)	Initial SO
All Vehicles	1000		\$32,000.00								

<b>Group B (Cargo Vans/Trucks, Semi Tractors, Trailers and Other Vehicles with a GVWR greater than 6,350 kg (14,000 lbs)).</b>									
<b>Category 1 - Preventative Maintenance</b>									
OEM	Estimate of Labour Hours Per Year	Labour Hourly Rate			Estimate of Parts Price Per Year	Parts Discount (% off of Manufacturer's Suggested Retail Price)		1 <sup>st</sup> Option Period	2 <sup>nd</sup> Option Period
		Initial SO	1 <sup>st</sup> Option Period	2 <sup>nd</sup> Option Period		Initial SO	1 <sup>st</sup> Option Period		
International	1000				\$45,000.00				
Kenworth	100				\$4,000.00				
Detroit	100				\$15,000.00				
Volvo	2000				\$30,000.00				
Freightliner	2000				\$45,000.00				

<b>Group B (Cargo Vans/Trucks, Semi Tractors, Trailers and Other Vehicles with a GVWR greater than 6,350 kg (14,000 lbs)).</b>									
<b>Category 2 - Corrective Maintenance</b>									
OEM	Estimate of Labour Hours Per Year	Labour Hourly Rate			Estimate of Parts Price Per Year	Parts Discount (% off of Manufacturer's Suggested Retail Price)		1 <sup>st</sup> Option Period	2 <sup>nd</sup> Option Period
		Initial SO	1 <sup>st</sup> Option Period	2 <sup>nd</sup> Option Period		Initial SO	1 <sup>st</sup> Option Period		
International	100				\$13,000.00				
Kenworth	50				\$1,000.00				
Detroit	50				\$4,000.00				
Volvo	200				\$10,000.00				
Freightliner	100				\$4,000.00				

<b>Group B (Cargo Vans/Trucks, Semi Tractors, Trailers and Other Vehicles with a GVWR greater than 6,350 kg (14,000 lbs)).</b>						
<b>Category 3 – Bodywork and Paint</b>						
Estimate of Labour Hours Per Year	Labour Hourly Rate			Estimate of Parts Price Per Year	Parts Discount (% off of Manufacturer's Suggested Retail Price)	
	Initial SO	1 <sup>st</sup> Option Period	2 <sup>nd</sup> Option Period		Initial SO	1 <sup>st</sup> Option Period
All Vehicles	100			\$4,000.00		

## ANNEX "D" - INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

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

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.  
For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

**Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

**General Garage Insurance**

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

**ANNEX “E” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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);