

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SUMMARY	4
1.3 DEBRIEFINGS	5
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	5
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	5
2.3 FORMER PUBLIC SERVANT – NON-COMPETITIVE – OFFER.....	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	7
2.5 APPLICABLE LAWS.....	8
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	8
3.1 OFFER PREPARATION INSTRUCTIONS.....	8
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES	10
4.2 FINANCIAL EVALUATION.....	10
4.3 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	11
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	11
6.1 INSURANCE REQUIREMENTS.....	11
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	12
A. STANDING OFFER.....	12
7.1 OFFER	12
7.2 SECURITY REQUIREMENTS.....	12
7.3 STANDARD CLAUSES AND CONDITIONS.....	12
7.4 TERM OF STANDING OFFER.....	12
7.5 AUTHORITIES	13
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	13
7.7 IDENTIFIED USERS	14
7.8 CALL-UP INSTRUMENT	14
7.9 LIMITATION OF CALL-UPS.....	14
7.10 PRIORITY OF DOCUMENTS.....	14
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
7.12 APPLICABLE LAWS.....	15
7.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
B. RESULTING CONTRACT CLAUSES	15
7.1 STATEMENT OF WORK.....	15
7.2 STANDARD CLAUSES AND CONDITIONS.....	15
7.3 TERM OF CONTRACT	15
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	15
7.5 PAYMENT	16
7.6 INVOICING INSTRUCTIONS.....	16

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7.7	INSURANCE REQUIREMENTS.....	16
7.8	INSPECTION AND ACCEPTANCE	17
ANNEX "A" – STATEMENT OF WORK.....		18
ANNEX "B" - BASIS OF PAYMENT		22
ANNEX "C" – INSURANCE REQUIREMENTS		24
ANNEX "D" - STANDING OFFER USAGE REPORT		27
ANNEX "E" TO PART 3 OF THE REQUEST FOR STANDING OFFERS		28
	ELECTRONIC PAYMENT INSTRUMENTS.....	28

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

1.2 Summary

1.2.1 The Department of National Defence, Detachment Dundurn, Dundurn, SK (S0K1K0) has a requirement for the supply of all labour, parts, consumable materials, tools and specialized equipment necessary to inspect as per DND 2027 Electrical Mechanical Engineer (EME) Equipment Inspection Report form, and repair or service heavy motor vehicles as required for the period of the Standing Offer from date of issuance to November 30, 2020 with four additional one year option years.

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).

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 180 days

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Mailing address:
Public Works and Government Services Canada
Government of Canada Building
101 – 22nd Street East, Suite 110
Saskatoon, SK S7K 0E1

Email address:
ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: 306-975-5397

2.3 Former Public Servant – Non-Competitive – Offer

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

Definitions

For the purposes of this clause,

"Fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful offeror is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

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 14 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 Saskatchewan.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices – Offer

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

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

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.2 Financial Evaluation

Evaluated Price will be determined as follows:

The Firm Unit Price per hour quoted in Annex B – Basis of Payment, for each year, will be multiplied by their respective estimated usage to arrive at a total price per item. The total price per item for all three years will then be added together to arrive at the total Evaluated Price, as follows:

$[200 \text{ hours} \times \text{Year One (1) Firm Unit Pricing Item 1.1}] + [200 \text{ hours} \times \text{Option Year One (1) Firm Unit Pricing Item 2.1}] + [200 \text{ hours} \times \text{Option Year Two (2) Firm Unit Pricing Item 3.1}] + [200 \text{ hours} \times \text{Option Year Three (3) Firm Unit Pricing Item 4.1}] + [200 \text{ hours} \times \text{Option Year Four (4) Firm Unit Pricing Item 5.1}] = \text{Evaluated Price}$

4.3 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/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.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to 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 this data in accordance with the reporting requirements detailed in Annex "D". 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 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 7 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 date of Standing Offer issue to November 30, 2020.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional four (4) periods, from 01 December 2020 to 30 November 2021, 01 December 2021 to 30 November 2022, 01 December 2022 to 30 November 2023 and 01 December 2023 to 30 November 2024, 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 14 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:

Wayne Mack

Public Services and Procurement Canada Acquisitions Branch - Western Directorate

101 22nd Street East, Suite 110

Saskatoon, SK S7K 0E1

Telephone : 306-241-6435 Facsimile : 306-975-5397 E-mail address: wayne.mack@pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

Name _____

Title _____

Address _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

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

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 \$100,000.00 CDN (Applicable Taxes included).

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (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, Basis of Payment;
- g) Annex C, Insurance Requirements
- h) the Offeror's offer dated _____ (*insert date of offer*)

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (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), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

See Annex B – Basis of Payment

7.5.2 Limitation of Price

SACC *Manual* clause C6000C (2017-08-17) Limitation of Price

7.5.3 Single Payment

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

7.5.4 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is Completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.7 Insurance Requirements

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

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation
W2585-190001/A
Client Ref. No. - N° de réf. du client
W2585-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-9-42039

Buyer ID - Id de l'acheteur
STN190
CCC No./N° CCC - FMS No./N° VME

7.8 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A" – Statement of Work Heavy Motor Vehicles

Organization of Statement of Work

This Statement of Work contains two sections. Section 1 provides general information for interested bidders. Section 2 provides details on the scope of work to be carried out and consumable materials to be supplied by the successful bidder.

Section 1: General Information for Bidders

1.1 General Requirements

To provide all labour, parts, consumable materials, tools and specialized equipment necessary to inspect as per DND 2027 EME Equipment Inspection Report form, and repair or service heavy motor vehicles for Department of National Defence as required during the period of the Standing Offer Agreement.

DND 2027 EME Equipment Inspection Report form will be provided to Contractor upon award.

The qualified bidder will employ licensed mechanics and hold current liability insurance throughout the term of the Standing Offer Agreement.

Qualified will be defined as follows: Bidders who operate an automotive service garage, with the majority of work performed by the business as service, maintenance and repairs to motor vehicles such as Heavy trucks and buses that are 3 tonnes and above.

1.2 Qualifications

Maintenance and repair work to be performed by licensed automotive mechanics or apprentice automotive mechanics under the supervision of a licensed automotive mechanic.

1.3 Replacement Parts

1.3.1 All replacement parts will be new. Used parts are not acceptable.

1.3.2 Replacement parts will be Original Equipment from Manufacturer (OEM) when and where required.

1.3.3 When OEM parts are not available or after market parts are more reasonably priced and basically equivalent, the Contractor will price aftermarket new parts. Good quality aftermarket parts from suppliers will be acceptable, however the Project Authority must approve all replacement parts where the original equipment is not available or deemed too expensive by the Project Authority.

1.4 Vehicle Turn Around Time

Turn around time for repairing and servicing vehicles, minor 24 hours, major 48 hours or as authorized by Project Authority.

1.5 Responsibility for Vehicle Keys

The Contractor will be assigned one (1) set of clearly marked keys per vehicle to allow the Contractor to pickup vehicles for service and repairs. The key sets will be the responsibility of the Contractor, maintained at their site in a safe lock up cabinet. The Project Authority will maintain a vehicle set and a spare set of keys per vehicle on site.

The Contractor will notify the Project Authority immediately if any key sets are lost or stolen from the Contractors premises.

When a vehicle is returned to the site after service or repairs, the Contractor will park the vehicle in the carport area, completely lock the vehicle and take the set of keys back to the service garage.

1.6 Motor Vehicle Fleet Maintenance Records

1.6.1 The Contractor will maintain a file of all work done on each individual vehicle for the term of the Standing Offer Agreement. This file can be electronic in nature or in hard copy format.

1.7 Motor Vehicle Maintenance Scheduling

1.7.1 Unless a time period or mileage interval has been indicated on the DND 2027 form, the recommended OEM maintenance schedule will be followed for each vehicle. The project authority can view these files upon request at anytime during the period of the SOA.

1.7.2 Vehicles having specialized maintenance requirements such as diesel engine equipped pickup trucks will be serviced and maintained as outlined by the OEM recommendations and odometer readings.

1.7.3 The Contractor will only proceed with additional work upon written authorization by the Project Authority.

1.8 Issue of Cost Quotation

1.8.1 Where a cost quotation has been submitted by the Contractor and accepted by the Project Authority, fully and completed work or service will be provided at a cost no greater than 100% of quotation.

1.8.2 Cost quotations will be submitted by the Contractor in electronic format, which will be defined as e-mail from the Contractor to the Project Authority. Faxed copies are acceptable.

1.9 Vehicle Air Conditioning System

The Contractor will annually, for each fleet vehicle, inspect and service the vehicles Air Conditioning System. The Contractor will then provide the Project Authority with a maintenance record of this specific work. Hard copy is preferred.

Department of National Defence along with other Federal Departments are required to maintain records of all service and repairs done to any Air

Conditioning or Refrigeration System owned and operated by the Federal Department.

Electronic records should include but are not limited to the following information:

1.9.1 Whenever a motor vehicle system is inspected and leak checked or annual mandatory inspection.

1.9.2 Contractor to attach Ozone Depleting substance Emission Control Tags where necessary and to meet any applicable code requirements.

1.9.3 When a system's charge is lost, the leak must be repaired, the system leak checked and the system recharged and information recorded.

1.9.4 When a system is taken out of service for any reason, refrigerant is to be removed and stored in appropriate cylinders for either recycling or reuse.

1.9.5 Always record the amount of refrigerant charge when charging a system on the maintenance record.

1.9.6 Air conditioning systems are not to be topped up with refrigerant, the leak is to be found and repaired before recharging the system.

1.10 Disposal of Waste Materials

Dispose of waste materials considering Good Practices and Environmental Laws governing the disposal or recycling of such waste materials.

Disposal of waste materials such as tires, antifreeze, used engine oil and filters, transmission fluid, brake fluid, differential lubricants, electronic components, batteries, scrap metals and other waste associated with motor vehicle repair and maintenance will become the property and responsibility of the Contractor.

Environmental charges will be identified as a separate line item on all quotations and invoicing records.

1.11 Insurance Against Loss or Damage

The Contractor shall maintain current insurance against loss or damage to the crown owned property received into their custody or control as outlined by the Contracting Authority, Public Works and Government Services Canada (PWGSC).

1.12 Records and Quotation

When issuing work completed records and quotations to the Project Authority all items in 1.12.1 will be shown on the electronic document in line item format complete with extended pricing.

1.12.1 One (1) hard copy document outlining the work completed by the Contractor, associated labour, parts and materials, any applicable environmental charges and taxes.

1.12.2 This hard copy document will only be used for tracing vehicle maintenance and expenses, it is not an invoice.

Section 2: Scope of Work

2.0 Scope of Work

The extent of work to be performed during the course of the Standing Offer Agreement will be determined by such factors as availability of funds, number of vehicles in the fleet requiring periodic maintenance and the number of vehicle break down. The following will form a major part of the Contractor's requirement.

2.1 Damage to Vehicles

Any Damage to any part of a vehicle should be reported to the Project Authority as soon as possible. It is suggested that DND personnel and the Contractor perform a vehicle walk around before leaving the site when picking up a vehicle.

2.2 Additional Work

When any vehicle is in for service or during inspection, the Contractor finds additional work that required immediate attention, the Contractor will follow the following protocol:

2.2.1 The Contractor will notify the Project Authority before commencing work on additional repairs with a cost of \$150 plus GST or more.

2.2.2 The Contractor will provide a quotation for the additional work in electronic format and by fax.

2.2.3 The Contractor will not proceed with any additional repairs without electronic mail or fax confirmation by the Project Authority.

ANNEX "B" - BASIS OF PAYMENT

- * Applicable taxes are to be excluded from the prices quoted herein *
- * Applicable taxes will be added as a separate item on the invoice, if applicable *

All-inclusive FOB Destination price for the provision of all but not limited to labor, material, equipment, supervision and expertise to perform the work in accordance with Annex "A" – Statement of Work:

1. YEAR ONE (Issuance of Standing Offer to November 30, 2020):

Item	Est. Quantity (For Evaluation Only)	Firm Unit Pricing
1.1 Labour, during regular working hours (Monday to Friday)	200 hrs	\$ _____/Hour
1.2 Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of		_____ %

2. OPTION YEAR ONE (December 1, 2020 to November 30, 2021):

Item	Est. Quantity (For Evaluation Only)	Firm Unit Pricing
2.1 Labour, during regular working hours (Monday to Friday)	200 hrs	\$ _____/Hour
2.2 Material & Replacement Parts (except free issue) At Manufacturer' list prices less a discount of		_____ %

3. OPTION YEAR TWO (December 1, 2021 to November 30, 2022):

Item	Est. Quantity (For Evaluation Only)	Firm Unit Pricing
3.1 Labour, during regular working hours (Monday to Friday)	200 hrs	\$ _____/Hour
3.2 Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of		_____ %

Solicitation No. - N° de l'invitation
W2585-190001/A
Client Ref. No. - N° de réf. du client
W2585-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-9-42039

Buyer ID - Id de l'acheteur
STN190
CCC No./N° CCC - FMS No./N° VME

4. OPTION YEAR THREE (December 1, 2022 to November 30, 2023):

Item	Est. Quantity (For Evaluation Only)	Firm Unit Pricing
4.1 Labour, during regular working hours (Monday to Friday)	200 hrs	\$ _____/Hour
4.2 Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of		_____ %

5. OPTION YEAR FOUR (December 1, 2023 to November 30, 2024):

Item	Est. Quantity (For Evaluation Only)	Firm Unit Pricing
5.1 Labour, during regular working hours (Monday to Friday)	200 hrs	\$ _____/Hour
5.2 Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of		_____ %

ANNEX "C" – INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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. 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.

2. Garage Automobile Liability Insurance

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

For the province of Quebec, send to:

Solicitation No. - N° de l'invitation
W2585-190001/A
Client Ref. No. - N° de réf. du client
W2585-190001

Amd. No. - N° de la modif.
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STN-9-42039

Buyer ID - Id de l'acheteur
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284 Wellington Street, Room SAT-6042,
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A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Solicitation No. - N° de l'invitation
W2585-190001/A
Client Ref. No. - N° de réf. du client
W2585-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-9-42039

Buyer ID - Id de l'acheteur
STN190
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" - STANDING OFFER USAGE REPORT

Return to:

Email: **WST.PA-CAL@pwgsc.gc.ca**

Quarterly Usage Report Schedule:

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

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:
STANDING OFFER NO:
DEPARTMENT OR AGENCY:

REPORTING PERIOD:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

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

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE:

Solicitation No. - N° de l'invitation
W2585-190001/A
Client Ref. No. - N° de réf. du client
W2585-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-9-42039

Buyer ID - Id de l'acheteur
STN190
CCC No./N° CCC - FMS No./N° VME

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

ELECTRONIC PAYMENT INSTRUMENTS

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

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