

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la presentation
d'une soumission

NA

Request For a Standing Offer

Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Western
Region
Victory Building/Édifice Victory
Room 310/pièce 310
269 Main Street/269 rue Main
Winnipeg
Manitoba
R3C 1B3

| | |
|--|--|
| Title - Sujet Vehicle Maintenance and Repairs | |
| Solicitation No. - N° de l'invitation W168A-19MK07/A | Date 2020-07-15 |
| Client Reference No. - N° de référence du client W168A-19MK07 | GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-120-11055 |
| File No. - N° de dossier WPG-9-42195 (120) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-25 | Time Zone Fuseau horaire Central Daylight Saving Time CDT |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Aquino, Jill | Buyer Id - Id de l'acheteur wpg120 |
| Telephone No. - N° de téléphone (431)373-1718 () | FAX No. - N° de FAX (204)983-7796 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE MAINTENANCE SECTION BLDG 619 3 CDSB DET WAINWRIGHT DENWOOD Alberta T9W1T8 Canada | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

VEHICLE MAINTENANCE AND REPAIRS

IMPORTANT NOTICE TO SUPPLIERS RE. BID SUBMISSION REQUIREMENTS

Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site at the Western Region Bid Receiving Unit to encourage social distancing. The health and safety of staff and suppliers remains our top priority.

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements electronically to PWGSC Bid Receiving Units. This online service enables the electronic transfer of large files up to Protected B level.

To use epost Connect to submit your bid, or to get more information on its use, please send an email to the Western Region Bid Receiving Unit's generic address at roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

Given current circumstances and network limitations, some active procurements may be delayed. To stay up to date on the status of specific procurements, please consult Buysandsell.gc.ca.

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W168A-19MK07/A
Client Ref. No. - N° de réf. du client
W168-19MK07

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-9-42195

Buyer ID - Id de l'acheteur
WPG120
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into 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 | 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

The Department of National Defence (DND) has a requirement for Field Services representative and Technical Support to perform inspections, repairs, and to maintain the Military Commercial of the Shelf Light Utility Vehicle Wheeled (MILCOT LUVW) – 2500 HD Silverado and Components on an “as and when” requested basis for the 3 Canadian Division Support Base Edmonton Detachment Wainwright (3 CDSB Det Wainwright) Technical Services Maintenance Company (Maint Coy) in Wainwright, Alberta.

The equipment to be serviced will include but is not limited to approximately one-hundred nine (109) GMC K25743HD (Chevrolet Silverado), MILCOTS LUVW owned and operated by DND.

The period of the Standing Offer(s) will be one (1) year from approximately September 16, 2020 to September 15, 2021, with two (2) optional, 1-year periods to extend the Standing Offer.

Up to four (4) Standing Offers may issued for this Request For Standing Offer (RFSO).

As DND will be responsible for transporting the vehicles to the Contractors facility; the Contractors must be located within a 40 kilometer distance from 3 Canadian Division Support Base (3 CDSB) Detachment in Wainwright, Alberta.

1.2.1 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) (<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](#) (2020-05-28) 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

2.1.1 SACC Manual Clauses

[M0019T](#) (2007-05-25) Firm Price and/or Rates

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:

PWGSC Western Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following 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 Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

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: 2019-01](#) 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 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 Manitoba.

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically 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

Offers transmitted by facsimile or hardcopy will not be accepted.

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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical evaluation criteria included at Annex A, Statement of Work

4.1.2 Financial Evaluation

The firm unit price offered for Line Item #1 (Labour) for each year will be multiplied by the estimated annual usage and will be aggregated to determine the total evaluated offer.

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

The RFSO will allow for the possibility of issuing up to four (4) Standing Offers. The highest ranked offeror will be the responsive offer with the lowest evaluated price. The second highest-ranked offeror will

be the responsive offer with the next lowest evaluated price **and** within 10% of the highest ranked offeror. The third highest-ranked offeror will be the responsive offer with the next lowest evaluated price from the second highest-ranked offeror **and** within 10 % of the highest ranked offeror. The fourth highest-ranked offeror will be the responsive offer with the next lowest evaluated price from the third highest-ranked offeror **and** within 10% of the highest ranked offeror.

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/programs/employment-equity/federal-contractor-program.html#s4) 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.

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 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 10 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 and providing services against the Standing Offer is from date of issuance to September 16, 2020 to September 15, 2021 inclusive.

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 two (2), 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 15 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:

Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: Room 310, 269 Main Street
Winnipeg, MB R3C 1B3

Telephone: 431-373-1718
Facsimile: 204-983-7796
E-mail address: Jill.Aquino@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: **(To be inserted at Standing Offer issuance)**

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 – (to be filled out by bidder)

Name: _____
Title: _____
Organization: _____
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: 2019-01](#) 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 (DND), 3 Canadian Division Support Base Edmonton
Detachment Wainwright (3 CDSB Det Wainwright) Technical Services Maintenance
Company (Maint Coy)

7.8 Call-up Procedures

It is the intention of Canada to issue 4 (four) Standing Offers. The highest ranked offeror will be the responsive offer with the lowest evaluated price. The 2nd, 3rd, and 4th highest-ranked offerors will be the responsive offers with the next lowest evaluated prices **and** within 10% of the lowest compliant offer. Call ups will be issued on a right of first refusal basis

Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.

7.9 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.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$30,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_(**To be inserted at Standing Offer issuance**)_ (*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 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2020-05-28), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's offer dated _____.

7.13 Certifications and Additional Information

7.13.1 Compliance

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

7.14 Applicable Laws

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

7.15 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](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to **TBD** inclusive.

7.3.2 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm lot price(s)*, as specified in *Annex B* for a cost of \$ **TBD**. Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Single Payment

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

7.5.3 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department
[C0705C](#) (2010-01-11), Discretionary Audit
[C0710C](#) (2007-11-30) Time and Contract Price Verification
[M3800C](#) (2006-08-15) Estimates

7.5.4 Electronic Payment of Invoices – Call-up

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

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.

7.8 SACC Manual Clauses

[A9006C](#) (2012-07-16), Defence Contract

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

1. Background

The Department of National Defence (DND), 3 Canadian Division Support Base Edmonton Detachment Wainwright (3 CDSB Det Wainwright) Technical Services Maintenance Company (Maint Coy) is responsible for the maintenance of Military Commercial of the Shelf Light Utility Vehicle Wheeled (MILCOT LUVW) – 2500 HD Silverado vehicles in Wainwright, Alberta.

The vehicles to be serviced will include but is not limited to approximately one-hundred nine (109) GMC K25743HD (Chevrolet Silverado), MILCOTS LUVW owned and operated by DND.

2. Requirement

- 2.1. The Department of National Defence (DND), 3 Canadian Division Support Base Edmonton Detachment Wainwright (3 CDSB Det Wainwright) Technical Services Maintenance Company (Maint Coy) requires up to 4 (four) Regional Individual Standing Offers for the supply of all labour, materials, tools, equipment, and supervision necessary to provide MILCOT LUVW repair services on an "as required" basis.

The MILCOT LUVW comes in the following configuration:

2003 2500HD Silverado
Model K25743HD
Engine: 6.6L Turbo Diesel
Chassis: Crew Cab

- 2.1.1 Vehicle specific components the offeror must be capable of repairing are:

- 24V system
- black out drive lighting system
- in cab map light
- fuel fired coolant heater add on
- military trailer receptacle
- military boosting port (slave cable adapter)

- 2.2. The complete servicing and repair of this type of vehicle will be covered under this standing offer. This is to include, but is not limited to:

- a. Preventative Maintenance - Fluid and filter changes and an annual inspection that meets General Motors or equivalent dealer's annual maintenance/inspection or the DND 2027 inspection form to be provided by DND.

This inspection shall include at a minimum the following:

- a. Restraint system check
- b. Throttle system inspection
- c. Fuel system inspection
- d. Automatic transmission check
- e. Engine air cleaner filter inspection
- f. Wiper blade check

- g. Engine cooling system inspection
 - h. Brake and tire inspection
 - i. Steering and suspension system check
 - j. Exhaust system inspection
 - k. 12V and 24V electrical system, including but not limited to , battery cable and charging system.
- b. Corrective Maintenance - Repairs and/or diagnosis of the power train (engine/ transmission) brake system, cooling system, electrical and charging system (12V & 24V), suspension and steering system, fuel system, exhaust system, lights, wipers, windshield, batteries, airbags, minor body work and refinishing, as well as any faults found on the annual inspection.

During any work activity, part(s) and component(s) that require replacement must be replaced with new Original Equipment Manufacturer (OEM) parts only, If new OEM part(s) are not available, new OEM equivalent (similar fit, form, function and quality) parts may be used with prior written authorization from the Technical Authority.

- c. Modifications - Occasionally there might be a requirement to perform modifications to MILCOT LUVW when deemed necessary by DND. If this is required, a proper modification instruction will be made available to the offeror prior to issuing a call up against standing offer and the offeror will have the right to decline should they not be able to complete the modification. Some examples of these modifications would include but are not limited to Battery cut off switch and Cargo area lighting system.

2.3 The Offeror must:

- a. Have access to diagnostic tooling and schematics required to properly diagnose and repair faults on the vehicle described in para 2.1, including but not limited to: diagnosis and repair of engine, transmission, driveline, suspension, steering and electrical system faults.
- b. Be able to supply and install OEM or equivalent parts in new or remanufactured condition if applicable.

2.4 Location of Work

- a. Work will be performed at the Offeror's Repair Facility.
- b. The Offeror's facility must be located within 40 km of

3 CDSB Det Wainwright
Building 619
Gunner Road
Denwood, AB T0B 1B0
- c. DND will be responsible for delivery and pick up of the vehicle, to and from the place of Offeror's Facility The vehicle may be required to stay on site at the offeror's location until parts are ordered and arrived.
- d. The Offeror's hours of business must be from Monday to Friday between the range of hours 08:00 – 16:00 (Statutory holidays exempt).

3. Technical Qualifications

All maintenance and repair work must be performed by licensed technicians or apprentices under the direct supervision of a licensed technician that is qualified for the type of equipment repairs.

To work as an Automotive Service Technician in Alberta, a person must be a registered apprentice, an Alberta certified journeyman, or hold a valid recognized credential. Certification must be provided upon request from the Technical Authority. Recognized credentials may be found on the Alberta Apprentice and Industry Training Website at: <http://tradesecrets.alberta.ca/experiencedworkers/recognized-trade-certificate/?trade=009>

4. Response Time

- a. Preventative Maintenance -The Offeror must be able to respond and provide Preventative Maintenance within five (5) business days from receipt of call up against standing offer. (Inspection / Lube, Oil, Filter)
- b. Corrective Maintenance - The Offeror must be able to respond with a detailed estimate of repairs including a list parts within five (5) business days upon receipt of a call up against the standing offer. The Offeror must be able to complete the Corrective Maintenance within an agreed upon time frame between Technical Authority and Offeror.
- c. Modifications - The Offeror must be able to respond and provide Modifications within five (5) business days from receipt of call up against standing offer. A proper modification instruction will be made available to the offeror prior to issuing a call up against standing offer and the offeror will have the right to decline should they not be able to complete the modification

5. Notification

If, while conducting any approved work, it is discovered that additional unforeseen work has to be performed, the Offeror must advise the Technical Authority with a written description of the work, the cost, and the completion date estimate for the additional work. The Offeror must not commence any additional work without prior written authorization from the Technical Authority via completed authorized call-up.

6. Quality Assurance Standards

The Offeror must troubleshoot and inspect equipment to detect faults and malfunctions, determine extent of repair required, adjust equipment and repair or replace defective parts to restore to fully functional operation; test repaired equipment for proper performance as per OEM specifications; clean, lubricate and perform OEM recommended maintenance.

All repair parts used for the repairs must be the same form, fit, function and quality as the original parts. If the material and or repair parts are not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition and approved in writing by the Technical Authority for use.

7. Deliverables

A detailed list/breakdown of all parts, labour, materials, supplies and narrative of what work was carried out on each call up against a standing offer. Where applicable and requested, written certification must be provided to support any inspections performed by the Offeror where Departments, Provincial or National standards are required.

8. Acceptance

Once the Technical Authority is satisfied that the work completed is in accordance with the requested service and the call up against the standing offer, invoices will be processed. Acceptance will be based on an inspection by DND which the Offeror will be able to observe if necessary. This inspection will be based on DND's roadworthiness inspection

9. Payment

Offeror must be willing to accept Automotive Resources International (ARI) Fleet Card or be willing to set up an account with ARI as a means of payment for all work. A copy of the invoice with the ARI purchase order number will be emailed to WRTMAINTLPO@forces.gc.ca within two (2) business days of completing repairs and or servicing. All ARI payments will be processed by the vendor no later than two (2) business days after invoicing. All inspections will be billed and processed through ARI separately from the repairs to be completed. GST shall be displayed as separate line item on invoice

Refer to the Compliance Matrix for the complete performance specifications and instructions that must be satisfied in order for an offer to be deemed responsive.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

Instructions to Offerors

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Offerors which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Offerors should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Offeror should demonstrate their capability in a thorough, concise and clear manner.
4. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the bid solicitation or stating, without any substantiating information, that an offeror is compliant will not be sufficient.
5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Offeror should prepare a written narrative complete with a detailed explanation of how its offer demonstrates technical compliance. All substantiating information should be provided with the offer at solicitation closing date. It is the Offerors responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Offeror that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the offer non-responsive and the offer will be given no further consideration.

7. In order to facilitate the evaluation of the offer, Canada requests that offerors address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the offeror meets each evaluation criteria. Alternatively, and to avoid any duplication, offerors may also refer to the different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Offerors must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Standing Offer (RFSO) document.

| Item # | Performance Specification | Status (M) Mandatory | Performance Specification Offered: Offerors <u>should</u> indicate how they meet the performance specification by recording this information in this column | Cross Reference: In this column, Offerors <u>should</u> cross-reference where this performance specification is indicated in their supporting documents |
|--------|--|----------------------|---|---|
| 1 | Offeror must be able to perform work in ALL of the following major areas: | M | | |
| | a. engines/ Powertrain | M | | |
| | b. steering, brakes and suspension | M | | |
| | c. electrical systems | M | | |
| | d. adjustments and lubrication | M | | |
| | e. emission control and testing | M | | |
| | f. body, chassis, frame and components | M | | |
| | g. Cooling system, fuel system, exhaust system, lights, wipers, windshield, batteries, airbags | M | | |
| 2 | Offeror must have the capacity and capability to undertake: repair, overhaul, maintenance, diagnostic and inspection within the following areas: | M | | |
| | a: Preventative Maintenance | M | | |
| | b. Corrective maintenance | M | | |
| 3 | Individuals assigned by | M | | |

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File No. - N° du dossier
WPG-9-42195

Buyer ID - Id de l'acheteur
WPG120
CCC No./N° CCC - FMS No./N° VME

| | | | | |
|---|---|---|---|--|
| | the Offeror to perform the work must possess current valid certification to perform the work or be registered as an apprentice under the supervision of an individual in possession of a valid certificate of qualification | | | |
| 4 | Within (2) weeks of issuance of a Standing Offer Agreement the Offeror must initiate the process to register with ARI Fleet Management for vehicle fleet maintenance, custom-designed solutions for certified coordinator with experience in automotive repair. | M | | |
| 5 | The Offeror's facility must be located within 40 km from 3 CDSB Det Wainwright Building 619 Gunner Road Denwood, AB T0B 1B0 | M | Offeror to insert their facility address in this box | |

ANNEX "B"

BASIS OF PAYMENT

- Offerors **must** input prices for **all 3 years (Year 1, Option Year1, and Option Year 2)** of the Standing Offer.
- Applicable taxes are to be excluded from the prices herein
- Applicable taxes will be added as a separately item on the invoice
- Estimated usages are provided for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage expected or any commitment on the part of Canada

| Item | Description | Estimated Annual Usage | Unit Price - Year 1 (From date of Standing Offer issuance to September 15, 2021) | Unit Price – Option Year 1 (September 16, 2021 to September 15, 2022) | Unit price – Option Year 2 (September 16, 2022 to September 15, 2023) |
|------|---|------------------------|---|--|--|
| 1 | Labour | 1700 hours | \$_____/hr | \$_____/hr | \$_____/hr |
| 2 | Parts & Materials Prices as listed in your current published price list less a discount of a percentage. | | _____% | _____% | _____% |
| 3 | Shop Supplies To be charged based on a percentage labour and Parts & Materials cost invoiced | | _____% | _____% | _____% |

ANNEX "C"

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. 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

Garage Automobile Liability Insurance

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

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

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File No. - N° du dossier
WPG-9-42195

Buyer ID - Id de l'acheteur
WPG120
CCC No./N° CCC - FMS No./N° VME

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.

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File No. - N° du dossier
WPG-9-42195

Buyer ID - Id de l'acheteur
WPG120
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

Standing Offer Usage Report

Return to:
ATTN.: Jill Aquino
Public Works and Government Services Canada
Telephone: 431-373-1718
Email: jill.aquino@pwgsc-tpsgc.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. 1Description | Value of the Call-Up/Contract | GST/HST |
|---|--------------------------------------|-------------------------------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| (A) Total Dollar Value Call-ups for this reporting period (GST included): | | | |
| (B) Accumulated Call-Up totals to date (GST included): | | | |
| (A+B) Total Accumulated Call-Ups (GST included): | | | |

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
W168A-19MK07/A
Client Ref. No. - N° de réf. du client
W168-19MK07

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-9-42195

Buyer ID - Id de l'acheteur
WPG120
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):

- () Automotive Resource International (ARI) Fleet Card;
- () Direct Deposit (Domestic and International)