



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

PWGSC/TPSGC Acquisitions Bid Receiving
Box/Boîte de Réception des Soumissions
Bid Receiving Box/Boîte de Récepti
1st Floor/1ère étage, Suite 1212
100-1045 Main Street
Moncton
New Brunswick
E1C 1H1
Bid Fax: (506) 851-6759

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

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Acquisitions NB/PEI (Moncton Office) – Bureau
d'acquisitions N.-B./Î.-P.-É. (Moncton)
1045 Main Street / 1045, rue Main
Moncton
New Bruns
E1C 1H1

Title - Sujet RISO LUVW MILCOTS Repair&Maint.	
Solicitation No. - N° de l'invitation WB105-205020/A	Date 2020-11-05
Client Reference No. - N° de référence du client WB105-205020	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-032-5810
File No. - N° de dossier MCT-9-42121 (032)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2020-12-08 Heure Normale de l'Atlantique HNA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Savoie (MCT), Ginette	Buyer Id - Id de l'acheteur mct032
Telephone No. - N° de téléphone (506)381-2680 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BASE MAINTENANCE (BLDG K-4) 5CDSG GAGETOWN OROMOCTO New Brunswick E2V4J5 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

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WB105-205020/A
Client Ref. No. - N° de réf. du client
WB105-205020

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT9-42121

Buyer ID - Id de l'acheteur
mct032
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:

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

1.2 Summary

A Request for up to four (4) Regional Individual Standing Offer(s) to provide, on an as and when required basis, all labor, parts and equipment for diagnostic, repair and rebuild services for 2003/2004 GMC 2500/3500 Truck Utility LUVW MILCOTS (Light Utility Vehicle Wheeled Military/ Commercial Off the Shelf) trucks for Maintenance Company, Technical Services Branch, 5th Canadian Division Support Group in Oromocto, New Brunswick, for a three year period from date of issuance with two (2) one (1) year option periods.

The work will include, but not limited to repairs of suspension, power train, all electrical components, brake components, air-conditioning systems, wheel alignments and auxiliary heaters, annual inspections,

body repairs and diagnosing. All services will be performed by CTAT Qualified licensed mechanics or apprentice mechanics under direct supervision of a licensed CTAT qualified mechanic.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), Canada-Peru, Canada-Columbia, Canada-Korea, Canada-Panama and Canada-Honduras.

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.

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

Solicitation No. - N° de l'invitation
WB105-205020/A
Client Ref. No. - N° de réf. du client
WB105-205020

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT9-42121

Buyer ID - Id de l'acheteur
mct032
CCC No./N° CCC - FMS No./N° VME

SACC Reference	Section	Date
A9130T	Controlled Goods Program - Bid	2019/11/28
M0019T	Firm Price and/or Rates	2007/05/25

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Email: TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@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: (506) 851-6759

2.3 Former Public Servant

Former Public Servant - Competitive - Offer

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

Definitions

For the purposes of this clause,

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

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- 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 copies)
Section II: Financial Offer (1 hard copies)
Section III: Certifications (1 hard copies)

-
- 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.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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 C Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013/11/06), Exchange Rate Fluctuation,

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2008-07-19) General

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

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

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

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

- (c) Canada may, in its discretion, request and accept at any time from a Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This

shall not limit Canada's right to request or accept any information after the offer solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.2 Financial Evaluation

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

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

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

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

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

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

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

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 (2017-07-31) Technical Evaluation

4.1.2.1 (2017-07-31) Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.2 Basis of Selection

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

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

Location 1 – 5 CDSG Gagetown, Oromocto, NB (allocated funds \$1,440,874.30)

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

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

Location 2 – 60 Broadview Avenue, Saint John, NB (allocated funds \$306,569.00)

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

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

Location 3 – Queen Charlotte Armories, Charlottetown, PEI (allocated funds \$122,329.95)

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

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

Location 4 – 299 Parks Street, Moncton, NB (allocated funds \$230,226.75)

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

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

Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

SACC Reference	Section	Date
A0031T	Basis of Selection - Mandatory Technical Criteria	2010/08/16

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 procurement 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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the ["FCP Limited Eligibility to Bid"](#) list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.5 Workers Compensation Certification - Letter of Good Standing

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

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

PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

SACC Manual clause [M9033T](#) (2011/05/16) Financial Capability

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.

6.2 Controlled Goods Requirement

SACC Manual clause [A9130T](#) (2014/11/27) Controlled Goods Program – Contract
SACC Manual clause [B4060C](#) (2011/05/28) Controlled Goods

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.

7.2.1 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.

7.4 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 January 15, 2021 to January 14, 2024.

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 1 year periods, from January 15, 2024 to January 14, 2025 and January 15, 2025 to January 14, 2026 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ginette Savoie
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1
Telephone: (506) 381-2680
Facsimile: (506) 851-6759
E-mail address: ginette.savoie@pwgsc-tpsgc.gc.ca

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Client Ref. No. - N° de réf. du client
WB105-205020

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT9-42121

Buyer ID - Id de l'acheteur
mct032
CCC No./N° CCC - FMS No./N° VME

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 (Offeror please complete)

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: 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
Maintenance Company
Technical Services Branch
5th Canadian Division Support Group
Ormocto, New Brunswick

7.8 Call-up Procedures

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

7.9 Call-up Instrument

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

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (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 \$1,826,086.96 (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 three (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) 2010C (2018/06/21), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment
- g) 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.

7.13.3 SACC Manual Clauses

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

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 **New Brunswick**.

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

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

7.3 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.

7.4 Payment

7.4.1 Basis of Payment

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 unit price as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017/08/17) Limitation of price

7.5.3 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

7.5.4 SACC Manual Clauses

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

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

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

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- 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.

7.7 Insurance Requirements

SACC Manual clause [G1005C](#) (2016/01/28) Insurance – No Specific Requirement

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at

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WB105-205020/A
Client Ref. No. - N° de réf. du client
WB105-205020

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT9-42121

Buyer ID - Id de l'acheteur
mct032
CCC No./N° CCC - FMS No./N° VME

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.

7.8 **SACC Manual Clauses**

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

ANNEX A

STATEMENT OF WORK

1. To provide, on an as and when required basis, all labor, parts and equipment for diagnostic, repair and rebuild services for 2003/2004 GMC 2500/3500 Truck Utility LUVW MILCOTS (Light Utility Vehicle Wheeled Military/ Commercial Off the Shelf) trucks for Maintenance Company, Technical Services Branch, 5th Canadian Division Support Group for a three year period.
 - a. Approximately 94 MILCOTS at 5 CDSG Gagetown, Oromocto, E2V 4J5.
 - b. Approximately 20 MILCOTS at 60 Broadview Ave, Saint John, NB
 - c. Approximately 8 MILCOTS Queen Charlotte Armouries Charlottetown, PE
 - d. Approximately 15 MILCOTS at 299 Parks St Moncton, NB
2. The work will include, but not limited to repairs of suspension, power train, all electrical components, brake components, air-conditioning systems, wheel alignments and auxiliary heaters, annual inspections, body repairs and diagnosing. All services will be performed by controlled technology access transfer (CTAT) qualified licensed mechanics or apprentice mechanics under direct supervision of a licensed CTAT qualified mechanic. The Offeror must have a minimum of four CTAT qualified technicians or two CTAT qualified technicians and the remaining two be qualified within six months of the Standing Offer being awarded.
3. All maintenance, repairs and inspections will be performed by a General Motors or Chevrolet dealer. All maintenance, repairs and inspections must be completed by a licensed mechanics or apprentice mechanics under direct supervision of a licensed CTAT qualified mechanic.
4. Catalogues/ price lists are to be made available upon request of consignee.
5. Security of vehicles: In accordance with the Public Works and Government Services Canada Controlled Goods Program <https://www.tpsgc-pwgsc.gc.ca/pmc-cgp/enregistrement-register/formation-training-eng.html> as well as physical proof of CTAT must be provided.
6. Location of Repair: Repairs will be performed on site at the Contractor's facility. Vehicles will be driven or towed to the Contractor's location. Vehicles will require 2-3 hours to cool down before being left unattended and stored inside overnight at the vendors location, all batteries are to be disconnected. (both 12V and 24V systems)
7. Urgent Requirement: The vehicle or equipment repairs shall be completed and the vehicle or equipment returned to Maintenance Company within two business days of receipt of the vehicle identified on the 942 call-up.
8. Non-Urgent Requirement: The vehicle or equipment repairs shall be completed and the vehicle or equipment returned to Maintenance Company within five business days of receipt of the vehicle identified on the 942 call-up.

9. The Offeror must be a licensed facility able to provide warranty repairs to the 2003/2004 GMC 2500/3500 K25743HD/K36053 Truck Utility LUVW MILCOTS for Maintenance Company.

10 As DND will be responsible for transporting the vehicles to the Contractors facility; the Contractors must be located within a 30 kilometer distance from vehicle home location listed in paragraph 1. of the statement of work.

11. Must be able to source, acquire and install military specific equipment on these vehicles to maintain a military operational vehicle.

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

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

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

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

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

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

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

ANNEX B – BASIS OF PAYMENT

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

For a period of one year from date of issuance:

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

For second period of one year from date of issuance:

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

For third period of one year from date of issuance:

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

Optional extended first year or fourth period of one year from date of issuance:

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

Optional extended second year or fifth period of one year from date of issuance:

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

Location 2: Proximity of 60 Broadview Ave, Saint John, NB, 20 units

For a period of one year from date of issuance:

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

For second period of one year from date of issuance:

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

For third period of one year from date of issuance:

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

Optional extended first year or fourth period of one year from date of issuance:

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

Optional extended second year or fifth period of one year from date of issuance:

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

Location 3: Proximity of Queen Charlotte Armories Charlottetown, PE, 8 units

For a period of one year from date of issuance:

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

For second period of one year from date of issuance:

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

For third period of one year from date of issuance:

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

Optional extended first year or fourth period of one year from date of issuance:

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

Optional extended second year or fifth period of one year from date of issuance:

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

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

For a period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	255	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price(MSRP) less _____% discount or at a markup of _____%.	%	\$22,500.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

For second period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	255	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price(MSRP) less _____% discount or at a markup of _____%.	%	\$22,500.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

For third period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	255	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price(MSRP) less _____% discount or at a markup of _____%.	%	\$22,500.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Optional extended first year or fourth period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	255	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price(MSRP) less _____% discount or at a markup of _____%.	%	\$22,500.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

Optional extended second year or fifth period of one year from date of issuance:

Item No.	Description	Unit of Issue	Quantity	Unit Price	Extended Price
1	Labour, hourly rate	Per Hour	255	\$ _____	\$ _____
2	Material and replacement manufactured parts will be at the Manufacturer's suggested retail price(MSRP) less _____% discount or at a markup of _____%.	%	\$22,500.00	\$ _____	\$ _____
Subtotal					\$ _____
HST 15%					\$ _____
Total					\$ _____

ANNEX C 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)

