



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 présentation
d'une soumission

NA

Ontario

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right
of Canada, in accordance with the terms and conditions
set out herein, referred to herein or attached hereto, the
goods, services, and construction listed herein and on any
attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la
Reine du chef du Canada, aux conditions énoncées ou
incluses par référence dans la présente et aux annexes
ci-jointes, les biens, services et construction énumérés
ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

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
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Vehicle Maintenance	
Solicitation No. - N° de l'invitation W0114-200005/A	Date 2021-01-12
Client Reference No. - N° de référence du client W0114-200005	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-014-8010	
File No. - N° de dossier TOR-0-43078 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-02-05 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Vandonk, Tyler	Buyer Id - Id de l'acheteur tor014
Telephone No. - N° de téléphone (905) 301-5477 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Kingston LSS Supply PO Box 17000 STN Forces 10 Apprentice Street KINGSTON Ontario K7K7B4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	Delivery Offered - Livraison proposée
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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Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
W0114-200005/A		tor014
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME
W0114-200005	TOR-0-43078	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements, DND 626 Task Authorization Form and any other annexes.

1.2 Summary

- 1.2.1 The Department of National Defense (DND) at Canadian Forces Base (CFB) Kingston is responsible for the inspection, maintenance and repair (both body and mechanical) of a fleet of approximately forty (40) Chevrolet Silverado vehicles. DND requires a Contractor to perform these duties on a firm basis and on an as-and-when required basis. The Contractor's service center must not be located any more than 50 kms away from CFB Kingston. The requirement is for one year plus two one year option periods.

- 1.2.2 The Federal Government pledged to address systemic racism, and committed to do so in a way informed by the lived experiences of racialized communities and Indigenous Peoples.

The Federal Government invested in economic empowerment through the Black Entrepreneurship Program, and is redoubling its efforts by going further on economic empowerment through increasing supplier diversity in procurement.

Public Works & Government Services Canada (PWGSC) is exploring opportunities to undertake social procurement which creates greater inclusiveness and opportunities for participation by underrepresented groups in federal government procurement. The group currently included in this requirement is small businesses owned or led by Black Canadians.

PWGSC will assess these pilot procurements to inform the expanded use of targeted approaches to increasing diversity in future procurements in order to support greater inclusion and representation, and support opportunity and economic growth for Black Canadians.

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- 1.2.3 The requirement is subject to a preference for services provided by small businesses owned or led by Black Canadians as described herein.
- 1.2.4 Further to bullet 13 of Article 504 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.
- 1.2.5 This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids 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 bid solicitation:

Ontario Region – Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions

Due to the nature of the bid solicitation, bids transmitted by facsimile 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: 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 - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 (five) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

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

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

Section I: Technical Bid (4 hard copies)
Section II: Financial Bid (2 hard copies)
Section III: Certifications (2 hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying 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 Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

3.1.2 Electronic Payment of Invoices – Bid

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.

3.1.3 Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine if there are at least one independent bid with a valid Canadian Black-owned or led small business certification. "Independent", in this context, means that each bid that includes a valid certification has been submitted by Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be evaluated and considered for award of a contract; otherwise, all bids will be considered. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer at least one responsive bids with a valid certification, then all responsive bids will be eligible for consideration. Canada may conduct the validation of Canadian Black-owned or led small business certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1. Mandatory Technical Criteria

- a) The Bidder's service center must be within 50kms of CFB Kingston. The Bidder must provide the address of their service center.
- b) The Bidder's Mechanics must hold valid 310T Ontario licensed technician certification. The Bidder must provide all Mechanics' certifications (minimum of 2 techs).
- c) The Bidder's Welders must hold valid Ontario licensed Gas Fusion Welding certification. The Bidder must provide all Welders' certifications (minimum of 1 welder).

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity 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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Voluntary Small Business and Black-Owned or Led Business Self-Attestation Forms

This procurement is conditionally limited to Canadian Black-owned or led small businesses.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that Canada may consider only bids with a certification that the good(s) and/or service(s) offered are being delivered by a Canadian Black-owned or led small business.

Failure to provide the certifications set out in Annex C.1 and C.2 with the bid at bid closing will result in the good(s) and/or service(s) offered being treated as good(s) and/or service(s) that are offered by a non-Canadian Black-owned or led small business.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

5.2.3.4.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex E.

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

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

7.1.1 Optional Goods and/or Services

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

1. The *Project Authority* will provide the Contractor with a description of the task using the DND626, Task Authorization Form specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the *Project Authority*, within five (5) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the *Project Authority* has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$15,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs

7.1.2.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by Real Property Canadian Forces Base Borden Procurement. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

7.2.1 General Conditions

[2035 \(2018-06-21\), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.](#)

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The Work is to be performed during the period of 1 April 2021 to 31 March 2022.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Tyler Vandonk
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 4900 Yonge St
Toronto, ON
M2N 6A6
Telephone: 905-301-5477
E-mail address: tyler.vandonk@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

The Project Authority for the Contract is: (to be provided at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

(please provide with Bid Submission)

Name: _____
Title: _____
Telephone: ____-____-_____
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 Payment

7.7.1.1 Basis of Payment – Firm Price, Firm Unit Price(s), or Firm Lot Price(s)

For the Work described in section 1.1 Firm Servicing of the Basis of Payment in Annex B.

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm prices for a total cost of \$ **(insert the amount at contract award)**. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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

OR

7.7.1.2 Basis of payment: Individual task authorizations

The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment at Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ **(insert the amount at contract award)**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

7.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada

7.7.4 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.8 Invoicing Instructions

1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contractor have been submitted and include:
 - i. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, and Procurement Business Number (PBN);
 - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - iii. a separate line item for each subparagraph in the Basis of Payment provision;
 - iv. deduction for holdback, if applicable;
 - v. the extension of the totals, if applicable;
 - vi. the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which GST or HST do not apply, must be identified as such on all invoices; and
 - vii. if applicable, the method of shipment together with date, case number and part or reference numbers, shipment charges and any other charges.
 - b. all such documents have been verified by Canada;
 - c. the Work performed has been accepted by Canada.
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 by email to the Contracting Authority identified under Section 7.5 "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex E, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);

- (i) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*"), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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.

7.13 Defence Contract

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract
SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations

7.14 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 Defense (DND) at Canadian Forces Base (CFB) Kingston is responsible for the inspection, maintenance and repair (both body and mechanical) of a fleet of approximately forty (40) Chevrolet Silverado vehicles. DND requires a Contractor to perform these duties on a firm basis and on an as-and-when required basis.

2. Objective

The contractor must be responsible to put in place a comprehensive Vehicle Maintenance Service Program Contract, complete with service and inspection services on an "as and when requested" basis, strictly adhering to the rules, codes and standards listed in the references. The Contractor's service center must not be located any more than 50 kms away from CFB Kingston.

3. Scope

- 3.1 All work must be accepted by the Project Authority (PA), and the Unit Representative upon completion.
- 3.2 The Contractor must supply all parts, lubricants, oils, paint, materials, labor, shop supplies, inspection forms, except the DND 2027 Inspection Form which will be supplied by DND when required.
- 3.3 The use of non- Original Equipment Manufacturer (OEM) parts is not authorized for the repair and or the replacement of any Mil Spec parts. However jobber parts may be used to replace any standard commercial part used on these vehicles. All jobber parts used must meet and or exceed all OEM specifications for that part.
- 3.4 All work must be performed by qualified technicians (not an apprentice), recognized by Ontario Ministry of Transportation.
- 3.5 The Contractor must dispose of any and all hazardous materials resulting from any requested repair in a safe, legal manner fully meeting all applicable environmental regulations.
- 3.6 All inspections, servicing and repairs both mechanical and body must at a minimum meet trade accepted repair times for similar work on vehicles of the same class unless agreed to by the Project Authority due to unforeseen problems. When any repair is completed it is must meet or exceed OEM specifications and be completed to the full satisfaction of the Project Authority.
- 3.7 All scheduled of Task Authorization must be started within 48 hours of receipt. The Project Authority must be notified of any work that will take longer than 5 business days.
- 3.8 Any deviation from the directions or references must be approved prior to commencement by the Project Authority.

4. References

All work must be performed in accordance with the latest editions of the following references:

- DND 2027 Inspection Report
- All Ontario Ministry of the Transportation Guidelines and Directives.
- CFB Kingston Security Orders

- All other applicable CFB Kingston Orders and industry codes and standards.

5. Certifications

- 5.1 All Contractors' mechanics must hold valid 310T Ontario licensed technician certification.
- 5.2 All Contractors' welders must hold valid Ontario licensed Gas Fusion Welding certification.
- 5.3 All Contractors' mechanics performing body / paint service must be completed by an Ontario Certified body technician.
- 5.4 All contractors must also provide proof of insurance to cover accidents, spills, misapplication, and damage to assets etc.

6. Tasks

- 6.1 Firm Annual Service - The Contractor will drain and replace the engine oil, oil filter, fuel filters, all other filters as required, and authorized, and replace both of the windshield wiper blades. All hinges, pins, and chassis will be lubricated. The dates when the oil and fuel filters are changed will be written on each new filter installed with a permanent marker.
- 6.2 B Inspection – Will be performed on the cargo variants. The Contractor will inspect the vehicle as per the On Command Inspection form. They will top up all fluids, check the tire pressures and lug nut torque and adjust if required. If the vehicle is found to require repairs the contractor will submit a full cost estimate to the Project Authority for approval prior to beginning the repairs.
- 6.3 B+ Inspection – Will be performed on the engineering and artillery variants. The contractor will perform all of the inspection as detailed in Para B, plus they will inspect the hydraulic system and when required replace the hydraulic filter.
- 6.4 Enhanced 83 Point Inspection – When requested this inspection will be performed on all variants of the Medium Support Vehicle System MSVS. Using the supplied DND 2027 form the Contractor will complete a B or B+ inspection depending on the variant, plus he will remove all wheels inspect and service the brake system. The Contractor will remove the vehicles DPF (Diesel Particulate Filter) send it out for cleaning to a qualified cleaning service, and when cleaned reinstall it on the vehicle.
- 6.5 Ontario Ministry of the Transportation Safety Inspection – When requested the contractor will perform an Ontario Ministry of the Transportation Safety Inspection as per Provincial guidelines.
- 6.6 Minor Repairs – all minor repairs such as, replacement components such as brake chambers, air valves, and lights etc. must carry a 6 month 30,000 Km warranty against any defects in parts and or workmanship.
- 6.7 Major Repair – all major repairs such as engine rebuild / replacement, transmission rebuild/replacement, major brake repair, rebuild / replacement of major components such as air compressors, Power Take-Offs, and injectors (complete set) must carry a 12 month 120 Km warranty against any defects in parts and or workmanship.
- 6.8 Body / Paint Repairs must carry a 12 month no mileage warranty against any defects in materials used and or workmanship.
- 6.9 Towing – DND may request that vehicle be towed to the garage for service. Towing must follow all Ontario Ministry of Transportation regulations.

8. Deliverables

- 8.1 Every inspection, maintenance and repair must be professionally completed to the specifications, drawings, directions listed references.

9. Progress

Provision of a detailed Quote for any repairs must be submitted to the Project Authority for approval, before any additional repairs are to commence.

10. Authorization of Work

- 10.1 The Contractor, on receipt of an acceptance of Service Contract will be advised by the PA of the names of persons authorized to request service. Work undertaken at the request of others, not identified by the PA, is entirely at the Offer's risk and will not be paid.
- 10.2 The PA reserves the right to reject any estimates that are found unreasonable.
- 10.3 After an estimate is accepted, service must be requested on a DND-626 Task Authorization. This form must be signed by authorized DND personnel.

ANNEX B: BASIS OF PAYMENT

All information in italics will be removed from any resultant contract. The number in (x) is the estimated usage for the respective price listing.

YEAR 1: From 1 April 2021 to 31 March 2022

1.1 Firm Requirement:

To be scheduled with the PA. As per section 6 of the Statement of Work.

Annual Maintenance

ID	Task	Number of Vehicles per Year (A)	Price per Maintenance (B)	Extended Price (C=AxB)
A	Annual Maintenance as per 6.1 of the SOW	40	\$ _____	

Total Evaluated Price for Item 1.1

\$ _____

1.2 Inspections/Maintenance/Repairs (On as and when required basis)

ID	Task	Approximate Usage (A)	Price per use (B)	Extended Price (C=AxB)
A	Additional Annual Maintenance as per 6.1 of the SOW	40	\$ _____	\$ _____
B	B Inspection as per 6.2 of the SOW	15	\$ _____	\$ _____
C	B+ Inspection as per 6.3 of the SOW	10	\$ _____	\$ _____
D	Enhanced 83 Point Inspection as per 6.4 of the SOW	10	\$ _____	\$ _____
E	Safety Inspection as per 6.5 of the SOW	10	\$ _____	\$ _____
F	1 hour of Minor Repairs as per 6.6 of the SOW	50	\$ _____	\$ _____
G	1 hour of Major Repairs as per 6.7 of the SOW	25	\$ _____	\$ _____
H	1 hour of Body / Paint Repairs as per 6.8 of the SOW	25	\$ _____	\$ _____

Total Evaluated Price for Item 1.2

\$ _____

1.3 Towing (On as and when required basis)

From Section 6.9 of the SOW:

ID	Task	Approximate Usage (A)	Price per use/Price per KM (B)	Extended Price (C=AxB)

Solicitation No. - N° de l'invitation
W0114-200005/A
Client Ref. No. - N° de réf. du client
W0114-200005

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-0-43078

Buyer ID - Id de l'acheteur
tor014
CCC No./N° CCC - FMS No./N° VME

A	Pick-up plus first 50 kms	5	\$ _____	\$ _____
B	Additional KMs (per KM)	100	\$ _____	\$ _____

Total Evaluated Price for Item 1.3 \$ _____

1.4 Material and Replacement parts:

Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a markup of (A) _____%.

(Estimated Material Usage: \$35,000.00 per year.)

Total Evaluated Price for Item 1.4 (\$35,000 x A) \$ _____

TOTAL EVALUATED PRICE FOR YEAR 1

ITEMS 1.1 + 1.2 + 1.3 + 1.4 = \$ _____

OPTION 1: YEAR 2: From 1 April 2022 to 31 March 2023

2.1 Firm Requirement:

To be scheduled with the PA. As per section 6 of the Statement of Work.

Annual Maintenance

ID	Task	Number of Vehicles per Year (A)	Price per Maintenance (B)	Extended Price (C=AxB)
A	Annual Maintenance as per 6.1 of the SOW	40	\$ _____	

Total Evaluated Price for Item 2.1

\$ _____

2.2 Inspections/Maintenance/Repairs (On as and when required basis)

ID	Task	Approximate Usage (A)	Price per use (B)	Extended Price (C=AxB)
A	Additional Annual Maintenance as per 6.1 of the SOW	40	\$ _____	\$ _____
B	B Inspection as per 6.2 of the SOW	15	\$ _____	\$ _____
C	B+ Inspection as per 6.3 of the SOW	10	\$ _____	\$ _____
D	Enhanced 83 Point Inspection as per 6.4 of the SOW	10	\$ _____	\$ _____
E	Safety Inspection as per 6.5 of the SOW	10	\$ _____	\$ _____
F	1 hour of Minor Repairs as per 6.6 of the SOW	50	\$ _____	\$ _____
G	1 hour of Major Repairs as per 6.7 of the SOW	25	\$ _____	\$ _____
H	1 hour of Body / Paint Repairs as per 6.8 of the SOW	25	\$ _____	\$ _____

Total Evaluated Price for Item 2.2

\$ _____

2.3 Towing (On as and when required basis)

From Section 6.9 of the SOW:

ID	Task	Approximate Usage (A)	Price per use/Price per KM (B)	Extended Price (C=AxB)
A	Pick-up plus first 50 kms	5	\$ _____	\$ _____
B	Additional KMs (per KM)	100	\$ _____	\$ _____

Solicitation No. - N° de l'invitation
W0114-200005/A
Client Ref. No. - N° de réf. du client
W0114-200005

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-0-43078

Buyer ID - Id de l'acheteur
tor014
CCC No./N° CCC - FMS No./N° VME

Total Evaluated Price for Item 2.3

\$ _____

2.4 Material and Replacement parts:

Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a markup of (A) _____ %.

(Estimated Material Usage: \$35,000.00 per year.)

Total Evaluated Price for Item 2.4 (\$35,000 x A)

\$ _____

TOTAL EVALUATED PRICE FOR YEAR 2

ITEMS 2.1 + 2.2 + 2.3 + 2.4 =

\$ _____

OPTION 2: YEAR 3: From 1 April 2023 to 31 March 2024

3.1 Firm Requirement:

To be scheduled with the PA. As per section 6 of the Statement of Work.

Annual Maintenance

ID	Task	Number of Vehicles per Year (A)	Price per Maintenance (B)	Extended Price (C=AxB)
A	Annual Maintenance as per 6.1 of the SOW	40	\$ _____	

Total Evaluated Price for Item 3.1

\$ _____

3.2 Inspections/Maintenance/Repairs (On as and when required basis)

ID	Task	Approximate Usage (A)	Price per use (B)	Extended Price (C=AxB)
A	Additional Annual Maintenance as per 6.1 of the SOW	40	\$ _____	\$ _____
B	B Inspection as per 6.2 of the SOW	15	\$ _____	\$ _____
C	B+ Inspection as per 6.3 of the SOW	10	\$ _____	\$ _____
D	Enhanced 83 Point Inspection as per 6.4 of the SOW	10	\$ _____	\$ _____
E	Safety Inspection as per 6.5 of the SOW	10	\$ _____	\$ _____
F	1 hour of Minor Repairs as per 6.6 of the SOW	50	\$ _____	\$ _____
G	1 hour of Major Repairs as per 6.7 of the SOW	25	\$ _____	\$ _____
H	1 hour of Body / Paint Repairs as per 6.8 of the SOW	25	\$ _____	\$ _____

Total Evaluated Price for Item 3.2

\$ _____

3.3 Towing (On as and when required basis)

From Section 6.9 of the SOW:

ID	Task	Approximate Usage (A)	Price per use/Price per KM (B)	Extended Price (C=AxB)
A	Pick-up plus first 50 kms	5	\$ _____	\$ _____
B	Additional KMs (per KM)	100	\$ _____	\$ _____

Solicitation No. - N° de l'invitation
W0114-200005/A
Client Ref. No. - N° de réf. du client
W0114-200005

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-0-43078

Buyer ID - Id de l'acheteur
tor014
CCC No./N° CCC - FMS No./N° VME

Total Evaluated Price for Item 3.3

\$ _____

3.4 Material and Replacement parts:

Parts supplied by the Contractor (other than free issue) will be priced at Contractor's laid down cost plus a markup of (A) _____ %.

(Estimated Material Usage: \$35,000.00 per year.)

Total Evaluated Price for Item 3.4 (\$35,000 x A)

\$ _____

TOTAL EVALUATED PRICE FOR YEAR 3

ITEMS 3.1 + 3.2 + 3.3 + 3.4 =

\$ _____

ANNEX C.1: CANADIAN SMALL BUSINESS CERTIFICATION

To participate in this bid solicitation, each Bidder (and each member of any Joint Venture Bidder) must submit the following form:

VOLUNTARY SMALL BUSINESS SELF-CERTIFICATION FORM

Data Collection

This is a voluntary form self-attest to status as a small business (fewer than 500 paid employees).

Privacy Notice

The collection, retention, use and storage of personal information provided in this form is protected, used, and disclosed in accordance with the Privacy Act. All data obtained are to be used solely for determining eligibility for the solicitation and for statistical purposes.

Instructions

Please complete sections A-B. When complete, submit this form to the procurement contracting authority at bid submission.

A. I, _____, (name of individual authorized to represent the business) hereby attest that _____ (legal name of business) is a small business, employing _____ (number of full-time paid employees) employees

B. I agree to the following:

- The information provided in this form is true as of the date indicated below;
- The certifications provided to Canada are subject to verification at all times, and Canada may declare a bid non-responsive, declare a contractor in default, disqualify the supplier from participating in current and future government contracts, and/or terminate any contract awarded pursuant to the underrepresented status if a certification is found to be untrue, whether during the bid evaluation period or during the contract period.
- Canada has the right to ask for additional information to verify the information provided by the Supplier. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.
- In the event that a bid is declared non-responsive or a Contract in default because of an untrue statement or non-compliance with the requirements, Canada may seek another supplier to complete the contract, and any additional costs incurred by Canada to do so will, upon the request of Canada, be borne by the non-compliant supplier and/or all the members of the joint venture; and,
- I have read and understood the above terms. Upon the request of Canada, I agree to provide evidence supporting any of the compliance requirements described above.

Signature of Authorized
Representative

Date

ANNEX C.2: CANADIAN SMALL BUSINESS CERTIFICATION

VOLUNTARY CANADIAN BLACK-OWNED OR LED BUSINESS CERTIFICATION

Black-owned or Black-led Business Certification

For the purposes of this bid solicitation, to qualify as a Black-owned or Black-led Business, the Bidder must EITHER be Black-owned or Black-led – the Bidder is not required to be both (although it may be both). In the case of a Joint Venture Bidder, each member of the Joint Venture must be a Black-owned or Black-led business and provide the required information and certifications. In the context of this bid solicitation:

- (a) a business is **Black-owned** if:
 - (i) in the case of a sole proprietorship, the owner is an individual who self-identifies as Black;
 - (ii) if the case of a corporation:
 - (A) 51% or more of the voting shares of the Bidder are owned by one or more individuals who self-identify as Black; or
 - (B) where the Bidder is a wholly-owned subsidiary of another company, 51% or more of the voting shares of that parent corporation are owned by one or more individuals who self-identify as Black;
 - (iii) in the case of a partnership, the majority of the interests in the partnership (or the general partner, in the case of a limited partnership) are owned by one or more individuals who self-identify as Black.
- (b) **to demonstrate that the Bidder is Black-owned**, the Bidder must submit one of the following as part of the bid:
 - (i) In the case of a sole proprietorship, a confirmation that the Bidder is a sole proprietorship and the name under which it is registered;
 - (ii) In the case of a corporation, a complete list of the voting shareholders of the corporation that specifies which individuals self-identify as Black (or confirmation that the Bidder is a wholly-owned subsidiary of a Black-owned corporation, with a complete list of the voting shareholders of the parent corporation that specifies which shareholders self-identify as Black); or
 - (iii) In the case of a partnership, a confirmation of the partnership structure, together with a list of all the partners and their respective ownership interests that specifies which partners self-identify as Black (in the case if a limited partnership, this information is required only from the general partner).

PLUS, the Bidder must submit the certifications of each of the above-noted individuals who self-identify as Black, using the form provided below.

- (c) a business is **Black-led** if:
 - (i) in the case of a sole proprietorship, the owner is an individual who self-identifies as Black and operates the sole proprietorship;
 - (ii) in the case of a corporation, 51% or more of the leadership of the Bidder consists of one or more individuals who self-identify as Black; or
 - (iii) in the case of a partnership, 51% or more of the leadership of the partnership (or the leadership of the general partner, in the case of a limited partnership) consists of one or more individuals who self-identify as Black.

The leadership of organizations will differ – while all corporations have a board of directors, corporations otherwise can have different leadership structures. In the case of a corporation, if 51%

or more of the board of directors consists of individuals who self-identify as Black, that qualifies as a Black-led corporation. Or, if the senior officers of a corporation consist of a President, a Chief Financial Officer and a Vice-President, then two of those positions must be occupied by individuals who self-identify as Black. However, in a corporation that has a President, a Chief Financial Officer and three Vice-Presidents, it will not be sufficient for two of those positions to be occupied by individuals who self-identify as Black – 51% or more of the senior management positions in a corporation must be occupied by individuals who self-identify as Black.

- (d) **To demonstrate that the Bidder is Black-led**, the Bidder must submit one of the following as part of the bid:
- (i) A complete list of the board of directors that identifies which individuals self-identify as Black; or
 - (ii) A complete list of all the senior officers or other senior leadership positions that identifies which individuals self-identify as Black.

PLUS, the Bidder must submit the certifications of each of the above-noted individuals who self-identify as Black, using the form provided below.

- (e) The form of certification required from the individuals who self-identify as Black is as follows:

Certification of Self-Identification as Black

My name is _____.

I am submitting this Certification in connection with the bid being submitted by _____ (the "Bidder") in response to bid solicitation no. _____.

I am currently _____ [insert an explanation of whether you are a voting shareholder, the President, etc.] of the Bidder and have been so since ____ (year).

I self-identify as a Black person.

I am providing this Certification understanding that it is part of a bid in which the Bidder is seeking a preference for being a Black-owned or Black-led business and I confirm that the information I have provided in this Certification is true.

Signature of Individual

- (f) The information provided in the bid, including the certifications, is subject to the provisions of the *Access to Information Act*, which includes certain exceptions with respect to personal information. However, there may be circumstances in which Canada is required to disclose the content of certifications, such as in the context of a challenge to the award of the contract resulting from this bid solicitation.
- (g) Canada will declare a bid non-responsive, or may declare a contractor in default, if any of the information provided by the bidder is found to be untrue, whether during the bid

evaluation period or during the contract period. Canada will have the right to ask for additional information about a bidder's corporate or organizational structure and the names of its shareholders or senior officers at any time. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

ANNEX D to PART 3 OF THE BID SOLICITATION: ELECTRONIC PAYMENT INSTRUMENTS

The Bidder 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);

ANNEX E: 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 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection

Solicitation No. - N° de l'invitation

W0114-200005/A

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

W0114-200005

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-0-43078

Buyer ID - Id de l'acheteur

tor014

CCC No./N° CCC - FMS No./N° VME

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- d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - e. OPCF/ SEF/ QEF #3 - Drive Government Automobiles Endorsement

Buyer ID - Id de l'acheteur
tor014
CCC No./N° CCC - FMS No./N° VME