



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/
See herein

NA
Québec
NA

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7^e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet Maintenance and repair on vehicles Maintenance military vehicles Chevrolet - Silverado	
Solicitation No. - N° de l'invitation W0130-20GC05/A	Date 2021-03-24
Client Reference No. - N° de référence du client W0130-20GC05	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-490-16116
File No. - N° de dossier MTA-0-43274 (490)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-04-26 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Sirois, Richard	Buyer Id - Id de l'acheteur mta490
Telephone No. - N° de téléphone (514)718-5993 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Habillement/Appro MTL 6769 NOTRE-DAME EST Appro BFC Bat 11, Nord MONTREAL Québec H1N2E9 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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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

- 1.2.1** The Department of National Defense desires two (2) Regional Individual Standing Offers (RISO). One for region 1 (greater Montreal area) and another for region 2 (Rouyn-Noranda). These are two (2) RISOs for the provision of inspection, maintenance and repair services for "Chevrolet" branded military vehicles. Service is required for 2 firm years and one option year.
- 1.2.2** This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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1.3 Debriefings

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

1.4 Anticipated migration to an e-Procurement Solution (EPS)

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020-05-28), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24>)

2.2 Submission of Offers

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

PWGSC Québec Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.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 Offeror is using its own licensing agreement for epost Connect.

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

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

For more information on the use of Postel, please see the following link.
<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>

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 (To be completed by the offeror)

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive (To be completed by the offeror)

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

If so, the Offeror must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

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

Offers transmitted by facsimile or hardcopy will not be accepted.

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Exchange Rate Fluctuation

[C3011T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5) (2013-11-06), Exchange Rate Fluctuation
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5>)

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The technical evaluation will be based on the mandatory technical criteria detailed in Annex "E".

Bidders must demonstrate that the goods and/or services offered are compliant with each of these mandatory technical criteria with documents and/or technical drawings, which must be submitted with their proposal **(No internet link will be accepted)**.

Bidders should complete the grid in Annex "E" in order to indicate where the technical criteria are demonstrated within their submitted documents and/or technical drawings and include it with their proposal. Failure to do so will render the bid non-responsive.

4.1.2 Financial Evaluation

- 1- Compliance with the pricing basis according to Annex "B" Basis of Payment.
- 2- For evaluation purposes only, here is how the financial offers will be evaluated: (Offerors can send their offers for region 1 (Greater Montreal) or region 2 (Rouyn-Noranda)).
 - 1) Addition of the fixed prices for inspection (description 1.) for the three years, multiplied by the estimated number of inspections.
 - 2) Addition of the hourly rates for repairs (description 2.) for the three years, multiplied by the estimated number of hours.
 - 3) Addition of the fixed prices per escort (description 4.) for the three years, multiplied by the estimated number of escapes.
 - 4) The sum of the totals (description 1. + description 2. + description 4.) added to provide the total assessment amount.

Note: The percentage (description 3.) will not be evaluated, however a rate must be indicated. If no amount is indicated, the percentage entered in the Standing Offer will be "0".

4.1.2.1 Evaluation of Price – Canadian/Foreign Bidder

1. Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Bidders must provide prices Delivered Duty Paid (DDP) (See Annex "A") Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on an DDP basis.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

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

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 (See Annex “F”)

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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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/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with the Request for Standing Offer.

6.2 Insurance Requirements (To be provided by the offeror).

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14) (2017-06-21), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>)

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____. (will be indicated at issuance of standing offer)

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 one year period, from _____ to _____ (Will be indicated at issuance of standing offer) 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

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7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Richard Sirois
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: (514) 718-5993
E-mail address: richard.sirois@tpsgc-pwpsc.gc.ca

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

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative (To be completed by the offeror)

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

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____. (Will be indicated at issuance of the Standing offer)

7.8 Call-up Instrument

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

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

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40 000.00 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) (Will be indicated at issuance of the Standing Offer) 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.

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28), General conditions – Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Verification report list;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" **or** "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable).

7.12 Certifications and Additional Information

7.12.1 Compliance

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

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7.13 Applicable Laws (To be completed by the offeror)

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 _____ (indicate a Canadian province or territory).

7.14 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/18>)

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

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the contract will be indicated on the call-up.

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment – Firm Price, Firm Unit Price(s) of 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 price, as specified in Annex “B” Basis of payment. Customs duties are included and Applicable Taxes are extra.

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

7.5.2 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment.
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2>)

7.5.3 SACC Manual Clauses

C2000C (2007-11-30), Taxes – foreign-based Contractor
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1>)

7.5.4 Electronic Payment of Invoices – Call-up

The contractor agrees to be paid using the **ARI credit card.**

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 – Specific Requirements

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

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

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

7.8 **SACC Manual Clauses**

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor);
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/1>)

A2001C (2006-06-16), Foreign Nationals (Foreign Contractor);
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2001C/1>)

A9062C (2011-05-16), Canadian Forces Site Regulations;
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9062C/4>)

7.9 **Dispute Resolution**

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

ANNEX "A" STATEMENT OF WORK

1. PURPOSE

- 1.1.** The purpose of this document is to provide the general and specific requirements relating to the performance of inspection, maintenance and repair work on Chevrolet military vehicles.
- 1.2.** The work is to be performed for the Department of National Defence (DND). Vehicles will be delivered by DND personnel from the locations listed in section 3.
- 1.3.** The work is to be performed on request and on an as-needed basis only, and is described in the sections that follow.

2. VEHICLES

- 2.1.** The vehicles herein referred to are General Motors (GM) Chevrolet Silverados and Sierras, modified for military use.

3. ORIGINATING LOCATION OF VEHICLES

3.1. (Region 1 Greater Montreal)

Region	Estimated number of vehicles	Full address
Montreal	17	34 Canadian Brigade Group HQ; 41e Peloton militaire; and 4 Intelligence Company PO Box 4000 Station K, Montreal, QC H1N 3R9
Montreal	4	34e Régiment des transmissions; and The Royal Montreal Regiment 4625 Sainte-Catherine Ouest, Westmount, QC H3Z 1S4
Montreal	3	34 Combat Engineer Regiment PO Box 4000 Station K, Montreal, QC J0J 1R0
Montreal	3	51e Amb De Campagne Montreal 4895 Rue de Bullion, Montreal, QC H2T 1Z6
Montreal	1	B Watch 2067 Rue de Bleury, Montreal, QC H3A 2K2
Montreal	1	The Canadian Grenadier Guards 4171 Ave de l'Esplanade, Montreal, QC H2W 1S9
Montreal	1	Les Fusiliers du Mont-Royal 3721 Ave Henri Julien, Montreal, QC H2W 1S9
Montreal	4	2 Field Artillery Regiment, RCA; and The Royal Canadian Hussars Montreal 4185 Ch Cote-Des-Neiges, Montreal, QC H3H 1X2
Montreal	1	Le régiment de Maisonneuve 691 Rue Cathcart, Montreal, QC H3B 1M6
St-Hubert	2	438 Tactical Helicopter Squadron PO Box 100, Station Bureau Richelain, QC J0J 1R0
Laval	1	4e Bataillon, R22R 2100 Boul Le Carrefour, Laval, QC H7S 2M7
Ste-Hyacinthe	1	6e Bataillon, R22R 2155 Boul Laframboise, Ste-Hyacinthe, QC J2S 4X5
Montreal	13	34e Bataillon des Services PO Box 4000 Station K, Montreal, QC, H1N 3R9

3.2 (Region 2 Rouyn-Noranda)

Region	Estimated number of vehicles	Full address
Rouyn-Noranda	2	34 CER, Det Rouyn-Noranda

4. DESCRIPTION OF WORK

The contractor shall provide qualified labour to:

- 4.1. Inspect, maintain and repair mechanical, electrical and electronic components, and provide genuine and/or specific replacement parts for the military vehicles in question;
- 4.2. Carry out mechanical repairs of accident damage;
- 4.3. Repair motor vehicle bodies (including sandblasting, welding, body work and fibreglass work);
- 4.4. Paint accident-damaged motor vehicle bodies.

5. MAINTENANCE SERVICE CALLS

The contractor shall be available to receive vehicles for inspection, maintenance and repair within forty-eight (48) hours of receiving a telephone call from the designated DND representative.

6. TRANSPORT

- 6.1 Vehicles will be transported by DND to and from the contractor's designated place of business.
- 6.2 When requested by DND, a shuttle service (ride service) must be provided to the originating location (see the address list in section 3).

7. RECEIPT OF VEHICLE

- 7.1 Upon receipt of each vehicle, the contractor shall complete a delivery voucher, and provide the DND driver with a copy.

8. STORAGE

- 8.1.** The contractor assumes full responsibility for all vehicles received while they are at the contractor's place of business (garage, warehouse and so on).
- 8.2.** Outside regular business hours, the contractor shall store all military vehicles in a secure outdoor storage area with controlled access, i.e., in a fenced-in locked area adjacent to the contractor's place of business, ideally equipped with appropriate lighting that is on day and night, or inside a locked building.

9. MAINTENANCE INSPECTION

Within twenty-four (24) hours of the receipt of a vehicle, the contractor shall:

- 9.1.** Complete an inspection and fill out a service report with appropriate recommendations, in accordance with the 55-item checklist provided in Annex C, attached;
- 9.2.** Send the completed inspection report to the designated DND representative with a detailed estimate of the hours of work and spare parts required to make the recommended repairs; the estimate is to be within 15% of the final actual total cost.

Note: The cost of inspection, verification and repair work includes shop supplies. No additional costs will be authorized.

10. AUTHORIZATION OF WORK

- 10.1 It is understood that the DND representative has the prerogative to contest the contractor's estimate or negotiate the estimated number of hours, or refuse outright to entrust the performance of specific work to the contractor.
- 10.2 Acceptance of the contractor's offer (detailed estimate), if applicable, shall be confirmed in writing through a call-up form produced and signed by the designated DND representative. A unique reference number, assigned to indicate that the work is authorized, shall appear on the form. The number must appear on the subsequent order form and any other document regarding work on the vehicle in question.

11. REGULAR MAINTENANCE INSPECTIONS AND CHECKS

Inspection and/or verification of routine maintenance work on vehicles usually includes an oil change and cleaning and lubrication of the front and rear brakes.

12. REPAIRS

12.1 After receiving the signed order from the designated DND representative, the contractor shall perform the specified repairs within the established timeframe. It is understood that the work schedule is dependent on factors such as parts availability. The completion date of the work will be determined by designated representatives of the contractor and DND. The contractor commits implicitly to meeting the deadline set by the parties.

13. AMENDMENTS

13.1 If, while completing previously agreed-upon work, the contractor discovers that unforeseen work or additional parts not included in the initial estimate are needed, the contractor shall immediately notify the DND representative, provide a detailed estimate of the cost of the work and obtain written approval before supplying the additional goods and services required.

13.2 Amendments to the initial order shall be prepared in writing and signed by the designated DND representative to confirm approval of subsequent additions.

14 PAYMENTS

14.1 Payment for goods and services supplied by the contractor to the satisfaction of DND shall be made by means of a payment card issued by ARI Financial Services Inc.

14.2 Within five (5) days following the completion of work, the contractor shall submit to the designated DND representative, at the address specified on the call-up order, a detailed invoice for the goods and services supplied. The invoice must include the order reference number and break down the costs of labour, parts and products supplied, the applicable discount or mark-up, as the case may be, goods and services tax (GST) and Quebec provincial sales tax (QST).

15 WARRANTY

15.1 The contractor shall offer a limited warranty, parts and labour included, for work done on vehicles, and it shall be valid for a period to be specified by the contractor in Annex B – Basis of Payment.

16 **MINIMUM GENERAL REQUIREMENTS**

16.1 The location where the work is performed is **60 km** or less from:

Region 1 (Greater Montreal): From the Saint-Hubert military base (see table 3.1).

Region 2 (Rouyn-Noranda): From the address indicated in Rouyn-Noranda (see table 3.2).

A longer journey cannot be considered, given the additional wear on the vehicles, the use of two vehicles and return travel time for two employees. Moreover, transport of an accident-damaged vehicle will require a tow, which will generate unreasonable additional costs.

16.2 The contractor is an authorized General Motors of Canada dealer.

16.3 A certified General Motors of Canada technician with at least two (2) years' experience is available to perform the work.

17 **WARNING**

17.1 The exterior surfaces of the vehicles may have top coats that are resistant to chemical agents. Chemical bonds break down, and toxic substances, including isocyanates and heavy metals, can be released during activities that generate intense heat (approximately 170°C), such as welding, cutting, grinding or sanding. The dust and other materials produced by such activities are considered to be hazardous waste.

ANNEX "B" BASIS OF PAYMENT

Greater Montreal and Rouyn-Noranda

MAINTENANCE INSPECTION/VERIFICATION

- The fixed, lump-sum price for the 55-point inspection of each vehicle in accordance with Annex C shall include an oil change and cleaning and lubrication of the front and rear brakes.
- The cost of inspection, verification and repair work for each vehicle shall include shop supplies.
- The fixed, lump-sum price shall include administrative and operating costs, benefits and contractor profit.

REPAIRS

- The fixed hourly rate is for qualified labour tasked with mechanical repair work during regular business hours.

SPARE PARTS

- The contractor shall supply genuine GM parts and special military parts at cost, according to the most recent manufacturer's suggested retail price list.

WARRANTY

- The minimum warranty period authorized for each of the following elements is one year or 365 days. Please enter the warranty period offered, parts and labour included.
 - Mechanical parts: _____ days.
 - Electrical and electronic parts: _____ days.
 - Body work parts: _____ days.

Prices and Rates –

Region 1 – Greater Montreal

	Two-year firm period		Option period	Estimated quantities/year D	TOTAL* (A+B+C) X D =
	2021-2022 A	2022-2023 B	2023-2024 C		
1. Fixed prices for maintenance inspection/verification	\$_____/per inspection	\$_____/per inspection	\$_____/per inspection	50 inspections/year	(1) \$_____
2. Hourly rate for repairs	\$_____/hourly rate	\$_____/hourly rate	\$_____/hourly rate	800 hours/year	(2) \$_____
3. Percentage of discount or mark-up on replacement parts	_____% discount or mark-up	_____% discount or mark-up	_____% discount or mark-up	Based on \$100,000.00	(3) \$_____
4. Shuttle service	\$_____/per ride	\$_____/per ride	\$_____/per ride	50 rides/year	(1) \$_____
				TOTAL (1+2+3+4)=	(4) \$_____

*** Amounts are in Canadian dollars.**

***Taxes are not included.**

Note: Customs fees and other taxes are included.

Prices and Rates –

Region 2 - Rouyn-Noranda

	Two-year firm period		Option period	Estimated quantities/year D	TOTAL* (A+B+C) X D =
	2021-2022 A	2022-2023 B	2023-2024 C		
5. Fixed prices for maintenance inspection/verification	\$_____/per inspection	\$_____/per inspection	\$_____/per inspection	2 inspections/year	(1) \$_____
6. Hourly rate for repairs	\$_____/hourly rate	\$_____/hourly rate	\$_____/hourly rate	40 hours/year	(2) \$_____
7. Percentage of discount or mark-up on replacement parts	_____% discount or mark-up	_____% discount or mark-up	_____% discount or mark-up	Based on \$10,000	(3) \$_____
8. Shuttle service	\$_____/per ride	\$_____/per ride	\$_____/per ride	2 rides/year	(1) \$_____
				TOTAL (1+2+3+4)=	(4) \$_____

*** Amounts are in Canadian dollars.**

*** Taxes are not included.**

Note: Customs fees and other taxes are included.

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ANNEX "C" MAINTENANCE CHECKLIST AND REPORT

Dealer _____ Office telephone No. _____ Location _____

Plate No. _____ Serial No. _____ Date _____

Model _____ Year _____ Kilometres _____

S - Satisfactory

C - Can wait

U - Urgent

Safety/other	S	C	U	Comments	Price (parts and labour)	a
• Seat belts						
• Spare wheel and jack						
• Hood catch						
• Weatherstripping						
• Windshield washer action						
• Windshield wiper blades						
• Level of windshield washer fluid						
• Condition of windows						
• Horn						
Lighting system						
• Headlights						
• Front and rear parking and brake lights						
• Front and rear turn signals						
• Licence plate						
• Interior lights						
Charging system						
• Condition of right battery						
• Condition of left battery						
• Condition of interior battery						
Transmission						
• Check fluid level						
Cooling system						
• Casings and hoses						
• Check level and condition of antifreeze						

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Engine							
• Check oil							
• Oil leaks							
• Engine noise							
• Engine mounts							
• Is a tune-up required?							
Belts							
• Drive belts							
Air conditioning/heating							
• Check operation							
Tires and wheels	L. FRONT/ R. FRONT/ L. REAR/ R. REAR						
• Tire pressure				/	/	/	
• Wear				/	/	/	
• Condition of bearings				/	/	/	

Brake system	S	C	U	Comments	Price (parts and labour)	a
• Brake pads						
- Front						
- Rear						
• Wear						
-25%						
-50%						
-75%						
-To be changed						
• Parking brake						
• Master cylinder (fluid level)						
• Hoses and flow lines						
Exhaust system						
• Front pipe						
• Central pipe						
• Rear pipe						
• Mounts and rubber						
• Recirculation system						
• Muffler						
• Resonator						

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Steering and suspension						
• Springs						
• Shock absorbers						
- Rear						
•						
- Front						
• Ball joints						
• Tie rod ends						
• Relay rod						
• Idler arm						
• Pitman arm						
• Power steering gear box						
• Steering hoses						
• Alignment						
• Gimbals						
• Sway bar						
• Check oil level						
					SUBTOTAL	
					GST	
					QST	
					GRAND TOTAL	

Date: _____

Service Advisor: _____

ANNEX "D" INSURANCE REQUIREMENTS

D-1 COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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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.

D-2 GARAGE AUTOMOBILE LIABILITY INSURANCE

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

For the province of Quebec, send to:

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

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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.

ANNEX "E" MANDATORY TECHNICAL CRITERIA

All the criteria identified herein are MANDATORY. They must be met and accompanied by a text explaining the degree to which they have been met.

If all mandatory criteria (A and B) are not met, the offer will be deemed non-responsive and will not be considered further.

Please indicate the documents and the page number(s) addressing the following criteria:

ITEMS	MANDATORY CRITERIA	PROVIDE SUPPORTING DOCUMENTATION
A	Potential contractors must be authorized dealers of General Motors Canada.	
B	Potential contractors must provide the name and résumé of at least one technician certified by General Motors Canada with at least two years of experience. <ul style="list-style-type: none"><li data-bbox="483 926 1081 1014">• The résumé must demonstrate that the apprentice, worker or technician dedicated to the requested services meets the following criterion: The résumé of the proposed technician must clearly indicate 2+ years of practical experience in the last five years from the date of solicitation closing.	

