



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 Support	
Solicitation No. - N° de l'invitation W0114-200006/A	Date 2021-05-18
Client Reference No. - N° de référence du client W0114-200006	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-302-8055	
File No. - N° de dossier TOR-1-44014 (302)	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 2021-06-29 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Berends, Robert	Buyer Id - Id de l'acheteur tor302
Telephone No. - N° de téléphone (647) 308-5031 ()	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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W0114-200006		TOR302
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

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

1.2 Summary

The Department of National Defence (DND), Canadian Forces Base (CFB) Kingston has a requirement for the inspection, maintenance and repair of all MSVS (Medium Support Vehicle System) vehicles. This will be a Regional Individual Standing Offer (RISO) for a one year period, with 2 additional one year extension periods.

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

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TOR302

CCC No./N° CCC - FMS No./N° VME

Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids – Epost only

2.2.1 Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.
TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca (email address for epost Connect service)

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

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the Request for Proposals closing date.

Due to the nature of the Request for Standing Offers, transmission of offers 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

Bids transmitted by facsimile or hardcopy will not be accepted.

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

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 Basis of Payment detailed in Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

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

- 1) The Bidder must provide documentation in their bid demonstrating that their proposed facility meets each and every criterion. Supporting documentation could include but not limited to, a printed operator's manual, printed technical/sales brochures and/or certifications.
- 2) Canada will not check websites. All information needed to evaluate the Technical Bid must be provided by the Bidder in the Technical Bid package.

No.	Criterion	Bidder's Response
	MANDATORY TECHNICAL REQUIREMENTS	Identify where the supporting documentation is located in the bid. (Bidders to insert page number)
1	The contractor must be located in the geographical area (50KM) of CFB Kingston.	
2	The contractor must have a minimum of 7 years' experience working on the fleet of vehicles described in Annex A, Statement of Work.	
3	The contractor must have a valid Mechanic Licence.	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Evaluation

Bidders must submit their financial bid in accordance with Annex "B" - Basis of Payment. Applicable Taxes are extra and must be shown separately.

The price used in the evaluation will be the calculated by:

Hourly rate x Estimated monthly hours x 12

The Aggregate Total of the Firm year and 2 Option years will be the bid price.

SACC Manual Clause [M0220T](#) (2016-01-28) Evaluation of Price-Bid

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The two responsive bids with the lowest evaluated price will be recommended for award of a contract. Two standing offers will be issued and ranked by lowest price first.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

6.2 Security Requirements

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

6.3 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.

6.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to March 31, 2022.

6.4.2 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 2 one year periods, from April 1, 2022 to March 31, 2023 and from April 1, 2023 to March

31, 2024 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Robert Berends
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Telephone: 647-308-5031
E-mail address: Robert.berends@pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

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

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

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

6.5.3 Offeror's Representative

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

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

6.6 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.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

The Identified User authorized to make call-ups against the Standing Offer is:

I/C and 2 I/C contracts section of CFB Kingston Lss Maintenance

I/C and 2 I/C

DND/CFB Kingston/ Contracts section

10 Apprentice St. Bldg MA-36, Kingston, On, K7K 0H4

Telephone: 613-541-5010 local 5385 and 5217

Facsimile: 613-541-4757

E-mail address: robert2.vaughan@forces.gc.ca and alexander.cordeau@forces.gc.ca

6.8 Call-up Procedures

The identified user will send the details of the services required to the contractor. The contractor will provide an estimate within 48 hours. If the cost estimate is acceptable then a call-up against the standing offer will be issued.

6.9 Call-up Instrument

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

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

or

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

- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

6.11 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) the Offeror's offer dated _____.

6.12 Certifications and Additional Information

6.12.1 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.

6.13 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 Ontario.

6.14 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.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is as per 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 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;
- c. the Work performed has been accepted by Canada.

7.5.2 Limitation of Price

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

7.5.5 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

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

7.7 Insurance

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

7.8 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

MSVS (Medium Support Vehicle System)

1 - This Standing Offer is for the inspection, maintenance and repair of all MSVS vehicles under the direct of responsibility of Garrison which may at times include vehicles belonging to visiting units. The basic fleet under CFB Kingston responsibility is approx. 95 vehicles in total being a mixture of 3 different variants, as detailed in Para 2.

2 –

A - The first variant is a basic 2009 International 7400 Work Star Cargo with modifications, and upgrades thru Navistar Defense. All variants have a common power train which include; a 310HP International Max Force 910 motor, with an Allison Series 3000, transmission.

B - The second variant is the artillery variant which has a PTO (Power Take Off) with hydraulic connections at the rear of the vehicle that allow for the connection of specialized equipment's.

C - The third variant is the engineering variant which has a PTO (Power Take Off) with a hydraulic crane, and hydraulic power auger and other tooling.

3 - For the entire duration of this SOA the contractor must be responsible to perform all inspections, servicing and repairs (both body and mechanical). When requested to do so by the Project Authority the contractor will provide the Project Authority with completed inspection forms, and reports as detailed in this Statement of Work.

4 - The contractor must be fully responsible to supply all parts, lubricants, oils, paint, materials, labor, shop supplies, inspection forms, except the DND 2027 Inspection Form which must be supplied by DND when required. The use of non 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 (Original Equipment Manufacturer) specifications for that part.

5 - The contractor must be solely responsible to dispose of any and all hazardous materials resulting from any requested repair in a safe, legal manner fully meeting all applicable environmental regulations.

6 - All requested work must be performed by the appropriate licensed technician as indicated below:

A - All mechanical repairs must be performed by a 310T Ontario licensed technician

B - All welding must be performed by a welder certified in Ontario for Gas Fusion Welding.

C - All body / paint must be performed by an Ontario Certified body technician, and if sub-contracted, the sub-contractor must be a certified and licensed Ontario facility.

7 - Under normal conditions DND will deliver the vehicle to and pick it up from the contractor's premises. Due to operational commitments and lack of personnel, there will be times when as part of the Call-Up the contractor will have to pick up and return the vehicle to and from different areas of CFB Kingston. When requested to pick up / return a vehicle from CFB Kingston the vehicle must always be towed using the appropriate recovery vehicle. From the time the vehicle is delivered to the contractor and until pick up, or from the time the contractor picks the vehicle up and returns it to CFB Kingston the contractor must be fully responsible for any and all damage that may occur while the vehicle is in their possession.

8 - When requested to do so, the contractor must be responsible to provide a Mobile Repair Team to perform minor repairs in situ at various locations throughout the CFB Kingston area of responsibility(see

attached map), on an as required basis. These repairs may be required to be performed indoors or outdoors, CFB Kingston will not be responsible to provide any form of assistance for these repairs. The contractor will only respond to In-Situ Repair requests directly from the Project Authority.

9 - When requested to do so the contractor must be responsible to supply (except where noted) and properly complete the following forms:

A - DOT Ontario Safety Inspection Certificate

B - 83 Point Inspection known as the International B/B+ On-Command Preventative Report. (Copy attached)

C - A modified DND 2027 Inspection Report which will be known as the enhanced B / B+ Inspection. Form supplied by DND. (Copy attached)

On all forms all boxes will be checked, all notes must be legible and clearly written, detailing all required information.

10 – 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 must meet or exceed OEM specifications and be completed to the full satisfaction of the Project Authority.

11 – For all service and or inspection Call-Ups the contractor when requested must perform servicing/inspections as detailed on each Call-Up, no repairs will be done with either the annual servicing and or inspections without the prior written approval of the Project Authority, unless it is authorized with the Call-

Up. Detailed requirements for the servicing / inspections are as listed below:

A – 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.

B – 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.

C – 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.

D – Enhanced 83 Point Inspection – When requested this inspection will be performed on all variants of the 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.

E – DOT Ontario Safety Inspection – When requested the contractor will perform a DOT Ontario Safety Inspection as per Provincial guidelines.

Upon completion and acceptance of any of the above inspections, the contractor must supply the Project Authority with 2 completed inspection forms with the invoice.

12 – For all Call-Ups for mechanical and/or body repairs - except in the case of recovery and fixed price repairs - the contractor must be responsible to provide the Project Authority with a written total cost estimate, clearly detailing all parts and labor that may be required. No repairs are to proceed until the Project Authority has reviewed the estimate and has given his authorization in writing to proceed.

13 – The contractor must be responsible to provide a no cost parts and labor warranty on all work performed within this Standing Offer using the below listed guidelines. As DND cannot be directly

reimbursed for any warranty costs it will be the responsibility of the contractor to either recovery the vehicle back to his premises or to have it repaired at his cost at the nearest dealer to the vehicle breakdown.

A – 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.

B – 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, injectors (complete set) must carry a 12 month 120Km warranty against any defects in parts and or workmanship.

C – Body / Paint Repairs must carry a 12 month no mileage warranty against any defects in materials used and or workmanship.

14 - No vehicles repaired under this Standing Offer will be returned to CFB Kingston, or picked up on behalf of until it has been inspected and accepted by the Project Authority.

15 – All payments for work performed under this SOA will be made as detailed below:

A – All recovery, servicing, inspections, mechanical and body repairs, except as noted in sub para – B below will be paid using the ARI Fleet Service card.

B – All required repairs resulting from accidents and or abuse as designated by the Project Authority will be paid using a DND Purchase Order.

16 – All invoices must be clearly written detailing all parts, labor, core charges, and credit. Environmental and sales taxes are to be shown separately.

Solicitation No. - N° de l'invitation

W0114-200006

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

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

TOR302

CCC No./N° CCC - FMS No./N° VME

The following is a copy of the 2027 Inspection form

The following is a copy of the recovery area



ANNEX B

BASIS OF PAYMENT

The firm unit price must be an all-inclusive price for the supply and delivery of the goods and services in accordance with Annex A – Statement of Work, in Canadian funds, including customs duties, all delivery and transportation charges, FOB destination, applicable taxes extra.

1. Firm Period - date of award to March 31, 2022.

Firm, all-inclusive hourly rate, not including taxes: \$_____.

Estimated number of hours per month: _____

2. Optional Period 1 - April 1, 2022 to March 31, 2023

Firm, all-inclusive hourly rate, not including taxes: \$_____.

Estimated number of hours per month: _____

3. Optional Period 1 - April 1, 2022 to March 31, 2023

Firm, all-inclusive hourly rate, not including taxes: \$_____.

Estimated number of hours per month: _____

ANNEX C to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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