

**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  
0.4

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

### National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Ford Repair and Maintenance	
<b>Solicitation No. - N° de l'invitation</b> W0125-21WR45/B	<b>Date</b> 2021-06-01
<b>Client Reference No. - N° de référence du client</b> W0125-21-WR45	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-900-8406
<b>File No. - N° de dossier</b> KIN-0-54303 (900)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-06-21</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Emmons, Chris	<b>Buyer Id - Id de l'acheteur</b> kin900
<b>Telephone No. - N° de téléphone</b> (613)484-2136 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 8 Wing Trenton Transportation Electrical and Mechanical Engineering Flt (TEME Flt) 7 Winnipeg Avenue - PO Box 1000 Stn Forces Astra, ON K0K 3W0	
<b>Security - Sécurité</b> 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**

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

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Client Ref. No. - N° de réf. du client  
W0125-21WR45

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54303

Buyer ID - Id de l'acheteur  
KIN900  
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 six 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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, 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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

**1.2.1** 8 Wing Canadian Forces Base (CFB) Trenton requires an authorized General Motors and Ford Dealer and repair facility and be able to supply labour, material and equipment necessary for diagnostic, inspections, wheel alignments and repairs for components of, but not limited to, drivetrain, electrical and chassis. Services will be performed on various types of GM and Ford (commercial and military pattern) vehicles such as, but not limited to, passenger cars, vans, light duty trucks and heavy duty trucks.

The period of the Standing Offer will be from 1 August 2021 to 7 January 2023.

**1.2.2** The requirement is limited to Canadian services.

### **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.

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

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

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days  
Insert: 90 days

### 2.2 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 Ontario 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.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessoumissions-orbidreceiving.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.**

## 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 7 (seven) 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.



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## 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: Financial Offer

Section II: Certifications

**Offers transmitted by facsimile or hardcopy will not be accepted.**

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

#### Section I: Financial Offer

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

#### 3.1.1 Electronic Payment of Invoices - Offer

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

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

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

#### 3.1.2 Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**Section II: 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.

#### 4.1.2 Financial Evaluation

**4.1.2.1** The estimated usages provided in Annex B are for the sole purpose of establishing an evaluation tool. These usages are based only on best estimate and in no way reflect the actual usages expected or any commitment on part of the crown.

Any offer which fails to meet the following mandatory requirements will be deemed nonresponsive and will receive no further consideration.

Pricing must be provided for all line items as listed within a Pricing Basis.

The price used in the evaluation will be the Overall Evaluated Price, calculated as follows:

Labour - The Offeror's unit pricing will be multiplied by the estimated yearly usage to establish the extended price. The sum of the extended price for years 1 and 2 will be added together to calculate the Offeror's evaluated price for labour.

Material and Replacement Parts - The extended price for each year will be calculated by deducting the offeror's discount from the estimated yearly annual usage amount. The evaluated price is the sum of the extended prices for Year 1 and Year 2

Example: Annual Usage less (discount x Estimated Annual Usage)  
i.e.: \$3,000.00 - (10% x \$3,000.00) = \$3,000.00 - \$300.00 = \$2,700.00

The overall evaluated price is the evaluated price for labour added to the evaluated price for Material and Replacement Parts.

An overall evaluated price will be determined for each Pricing Basis.

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

## **4.2 Basis of Selection**

**4.2.1** Canada will select for issuance of standing offers, one compliant Offeror with the lowest Overall Evaluated Price for Pricing Basis A (General Motors) and one compliant Offeror with the lowest Overall Evaluated Price for Pricing Basis B (FORD). The Offeror with the lowest Overall Evaluated Price for Pricing Basis A will be issued the standing offer with serial number 001. The Offeror with the lowest

Overall Evaluated Price for Pricing Basis B will be issued the standing offer with serial number 002. Should one Offeror have the lowest Overall Evaluated Price for both Pricing Basis', a single standing offer will be issued which will include both Pricing Basis A and B.

SACC Manual Clause [M0069T](#) (2007-05-25), Basis of Selection

## 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.

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.

## **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.3.1 Canadian Content Certification**

This procurement is limited to Canadian goods and Canadian services.

The Offeror certifies that:

☐ a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the [Supply Manual](#).

#### **5.2.3.1.1** SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

6.1.1 The Offeror offers to perform the Work 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 Offeror must provide this data in accordance with the reporting requirements detailed in Annex D entitled "Reporting Requirements". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The yearly reporting periods are defined as follows:

Period A: 1 August 2021 – 31 July 2022

Period B: 1 August 2022 – 7 January 2023

The data must be submitted to the Standing Offer Authority no later than 15 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 issuance to 7 January 2023.

##### 6.4.2 Delivery Points

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

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Chris Emmons  
Title: Supply Specialist

Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions Kingston  
86 Clarence Street, 2nd Floor  
Kingston, Ontario K7L 1X3

Telephone: 613-484-2136  
E-mail address: [chris.emmons@pwgsc.gc.ca](mailto:chris.emmons@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 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: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

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: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 6.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are: Department of National Defence, CFB Trenton, Transportation Electrical and Mechanical Engineering (TEME) and 8 Wing Canadian Forces Base (CFB) Trenton and Canadian Special Operations Forces Command (CANSOFCOM) Trenton.

## 6.8 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.

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

## 6.10 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
- e) the general conditions 2010C (2020-05-28), General Conditions - Services (Medium Complexity) ;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- i) Annex D, Insurance Requirements;
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*),

## 6.11 Certifications and Additional Information

### 6.11.1 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.

### 6.11.2 SACC Manual Clauses

SACC Manual Clause M03060C (2008-05-12), Canadian Content Certification

## 6.12 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 6.13 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.

### **6.1 Statement of Work**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

### **6.3 Term of Contract**

The period of the Contract is from date of Contract plus 3 months inclusive.

#### **6.3.2 Delivery Date**

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

### **6.4 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **6.5 Payment**

#### **6.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in in Annex B. Customs, duties are included and Applicable Taxes are extra.

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

#### **6.5.2 Limitation of Price**

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

### 6.5.3 Method of Payment

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

### 6.5.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30) T1204 –Direct Request by Customer Department

### 6.5.5 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);

## 6.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.7 Insurance 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.

## **6.8 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](#)".

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## ANNEX "A" STATEMENT OF WORK

### GENERAL MOTORS (GM) VEHICLE MAINTENANCE & REPAIR STATEMENT OF WORK

#### SERVICE REQUIREMENTS

1. Contractor must be an authorized General Motors (GM) Dealer and repair facility and be able to supply labour, material and equipment necessary for diagnostics, inspections, wheel alignments, aftermarket equipment installations and repairs for components of, but not limited to air conditioning systems, drivetrain, electrical and chassis. Services will be performed on various types of GM (commercial and military pattern) vehicles such as, but not limited to, passenger cars, vans, light duty trucks and heavy duty trucks up to and including 6500 series. All work shall be performed on an as and when required basis for the Transportation Electrical and Mechanical Engineering Flight (TEME Flt), 8 Wing Canadian Forces Base (CFB) Trenton and Canadian Special Operations Forces Command (CANSOFCOM) Trenton.
2. Contractor must be an authorized to perform GM warranty repairs on passenger cars, vans, light duty trucks and super duty trucks up to 6500 series. All maintenance and repairs to be performed by licensed mechanic or apprentice mechanic under the direct supervision of a licensed mechanic.
3. The Contractor's repair facility must be located within a 50 km radius to allow for in-progress inspection and acceptance by the Project Authority identified on 942 Call-up during disassembly and repair.
4. Written Consent of the Project Authority identified on 942 Call-up is required prior to work performed additional to repair requirements listed on Call-up. The additional work must be reflected in an amended 942 Call-up issued by the Project Authority identified on 942 Call-up.
5. **Estimate:** Where a cost estimate has been submitted and accepted by the Project Authority identified on 942 Call-up, full completed work or services must be performed. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Project Authority identified on 942 Call-up.
6. **Exchange Parts Plan:** Worn or damaged parts and components must be replaced with new original equipment manufacturer (OEM) parts and components. In the event OEM parts are not available, factory rebuilt parts and components may be supplied with written authorization from the Project Authority identified on 942 Call-up. Aftermarket parts for accessories can be installed with written authorization from the Project Authority identified on 942 Call-up.
7. **Pick up & Delivery:** The Contractor must be able to pick up and drop vehicles requiring repairs or servicing from CFB Trenton. A minimum of twenty four (24) hours notice will be given if this service is required. All vehicles being picked up will be in drivable condition and any vehicles which are not safe to be driven will be transported to the contractor's facility at the cost of DND.
8. **Urgent Requirement:** The vehicle or component repairs must be completed and vehicle or component returned to TEME Flt or CANSOFCOM, 8 Wing CFB Trenton within 3 (three) business days of receipt of vehicle identified on 942 Call-up unless authorized by the Project Authority identified on 942 Call-up.
9. **Non-Urgent Requirement:** The vehicle or component repairs must be completed and vehicle or component returned to TEME Flt or CANSOFCOM, 8 Wing CFB Trenton within 5 (five) business days of receipt of vehicle identified on 942 Call-up unless authorized by the Project Authority identified on 942 Call-up.

10. **Location of Repairs:** Repairs must be performed on site at the contractor's facility.
11. **Time Cards:** Accurate time cards are to be kept for post audit purposes.
12. **Delivery Point:** One of two delivery points will be most commonly used for this requirement and will be identified by the project authority upon call-up initiation.

Transportation Electrical and Mechanical Engineering FLT, CFB Trenton  
7 Winnipeg Ave  
PO Box 1000 Stn Force Astra, ON K0K 3W0

CANSOFCOM Trenton, CFB Trenton  
48 Portage Ave  
PO Box 1000 STN Forces Astra ON K0K 3W0

13. **Invoicing Instructions:** Invoices should be sent to the following addresses depending on unit that the work is being done for, which will be identified on the 942 Call-up.

**Invoicing Address for TEME Flt:**

8 WG Trenton / Transportation Electrical and Mechanical Engineering Flt (TEME Flt)  
7 Winnipeg Ave, PO BOX 1000 STN Forces  
Astra, ON  
K0K 3W0

**Invoicing Address for CANSOFCOM:**

Department of National Defence  
48 Portage Drive  
Astra, ON  
K0K 3W0

## FORD VEHICLE MAINTENANCE & REPAIR STATEMENT OF WORK

### SERVICE REQUIREMENTS

1. Contractor must be an authorized Ford Dealer and repair facility and be able to supply labour, material and equipment necessary for diagnostics, inspections, wheel alignments, aftermarket equipment installations and repairs for components of, but not limited to air conditioning systems, drivetrain, electrical and chassis. Services will be performed on various types of Ford (commercial and military pattern) vehicles such as, but not limited to, passenger cars, vans, light duty trucks and super duty trucks up to and including 550 series. All work shall be performed on an as and when required basis for the Transportation Electrical and Mechanical Engineering Flight (TEME Flt), 8 Wing Canadian Forces Base (CFB) Trenton and Canadian Special Operations Forces Command (CANSOFCOM) Trenton.
2. Contractor must be authorized to perform Ford warranty repairs on passenger cars, vans, light duty trucks and super duty trucks up to 550 series. All maintenance and repairs to be performed by licensed mechanic or apprentice mechanic under the direct supervision of a licensed mechanic.
3. The Contractor's repair facility must be located within a 50 km radius to allow for in-progress inspection and acceptance by the Project Authority identified on 942 Call-up during disassembly and repair.
4. Written Consent of the Project Authority identified on 942 Call-up is required prior to work performed additional to repair requirements listed on Call-up. The additional work must be reflected in an amended 942 Call-up issued by the Project Authority identified on 942 Call-up.
5. **Estimate:** Where a cost estimate has been submitted and accepted by the Project Authority identified on 942 Call-up, full completed work or services must be performed. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Project Authority identified on 942 Call-up.
6. **Exchange Parts Plan:** Worn or damaged parts and components must be replaced with new original equipment manufacturer (OEM) parts and components. In the event OEM parts are not available, factory rebuilt parts and components may be supplied with written authorization from the Project Authority identified on 942 Call-up. Aftermarket parts for accessories can be installed with written authorization from the Project Authority identified on 942 Call-up.
7. **Pick up & Delivery:** The Contractor must be able to pick up and drop vehicles requiring repairs or servicing from CFB Trenton. A minimum of twenty four (24) hours notice will be given if this service is required. All vehicles being picked up will be in drivable condition and any vehicles which are not safe to be driven will be transported to the contractor's facility at the cost of DND.
8. **Urgent Requirement:** The vehicle or component repairs must be completed and vehicle or component returned to TEME Flt or CANSOFCOM, 8 Wing CFB Trenton within 3 (three) business days of receipt of vehicle identified on 942 Call-up unless authorized by the Project Authority identified on 942 Call-up.
9. **Non-Urgent Requirement:** The vehicle or component repairs must be completed and vehicle or component returned to TEME Flt or CANSOFCOM, 8 Wing CFB Trenton within 5 (five) business days of receipt of vehicle identified on 942 Call-up unless authorized by the Project Authority identified on 942 Call-up.

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10. **Location of Repairs:** Repairs must be performed on site at the contractor's facility.
11. **Time Cards:** Accurate time cards are to be kept for post audit purposes.
12. **Delivery Point:** One of two delivery points will be most commonly used for this requirement and will be identified by the project authority upon call-up initiation.

Transportation Electrical and Mechanical Engineering FLT, CFB Trenton  
7 Winnipeg Ave  
PO Box 1000 Stn Force Astra, ON K0K 3W0

CANSOFCOM Trenton, CFB Trenton  
48 Portage Ave  
PO Box 1000 STN Forces Astra ON K0K 3W0

13. **Invoicing Instructions:** Invoices should be sent to the following addresses depending on unit that the work is being done for, which will be identified on the 942 Call-up.

**Invoicing Address for TEME Flt:**

8 WG Trenton / Transportation Electrical and Mechanical Engineering Flt (TEME Flt)  
7 Winnipeg Ave, PO BOX 1000 STN Forces  
Astra, ON  
K0K 3W0

**Invoicing Address for CANSOFCOM:**

Department of National Defence  
48 Portage Drive  
Astra, ON  
K0K 3W0

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## ANNEX "B" BASIS OF PAYMENT

### BASIS OF PAYMENT A– GM Vehicle Service and Repair

*Wording in italics will be removed upon the issuance of the standing offer*

Bidders are to provide firm unit pricing for the items listed below.

**Periods:** Year 1 – 01 August 2021 to 31 July 2022  
Year 2 – 01 August 2022 to 7 January 2023

Item:	Description:	Year one:	Year two:
1-	<b>Labour:</b> Direct or Productive use exclusively in work. <i>(Estimated at 131 hours per year).</i>	\$_____/ hr	\$_____/ hr
2-	<b>Material and Replacement Parts:</b> (except Free Issue) shall be charged out at the Manufacturer's Suggested Retail Price, latest issue, less a discount of: <i>(Est. Usage \$ 8,000.00 per year)</i>	_____%	_____%
		<b>Year one</b>	<b>Year 2</b>
3-	Pick up and return of vehicle <i>(Estimated vehicles per year 27)</i>	\$_____/per vehicle	\$_____/per vehicle



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**BASIS OF PAYMENT B – Ford Vehicle Service and Repair**

*Wording in italics will be removed upon the issuance of the standing offer*

Bidders are to provide firm unit pricing for the items listed below.

**Periods:** Year 1 – 01 August 2021 to 31 July 2022  
Year 2 – 01 August 2022 to 7 January 2023

Item:	Description:	Year one:	Year two:
1-	<b>Labour:</b> Direct or Productive use exclusively in work. <i>(Estimated at 181 hours per year).</i>	\$_____ / hr	\$_____ / hr
2-	<b>Material and Replacement Parts:</b> (except Free Issue) shall be charged out at the Manufacturer's Suggested Retail Price, latest issue, less a discount of: <i>(Est. Usage \$ 10,00.00 per year)</i>	_____%	_____%
		<b>Year one</b>	<b>Year 2</b>
3-	Pick up and return of vehicle <i>(Estimated vehicles per year 73)</i>	\$_____ /per vehicle	\$_____ /per vehicle

Solicitation No. - N° de l'invitation  
W0125-21WR45/B  
Client Ref. No. - N° de réf. du client  
W0125-21WR45

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54303

Buyer ID - Id de l'acheteur  
KIN900  
CCC No./N° CCC - FMS No./N° VME

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## **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)

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## ANNEX "D" INSURANCE REQUIREMENTS

1. The Contractor must obtain Garage Automobile Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Garage Automobile Liability policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
  - c. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**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.

