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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 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 Requirement, the Basis of Payment, the insurance requirements, the inspection report, the Reporting Requirements, the commitment to sustainable development and the Electronic Payment Instruments.

### **1.2 Summary**

- 1.2.1    Regional Individual Standing Offer for the Inspection, Repair and Parts Purchasing Services for Ford Vehicles.
- 1.2.2    The purpose of this Request for Standing Offer is to provide general and specific requirements concerning inspection, repair and parts purchasing services for Ford commercial vehicles for the Transportation Company of 5 Service Battalion, 2nd Canadian Division Support Base (Valcartier Base), Department of National Defence.

The Contractor shall, on a call-up basis, supply the following services and goods for Ford commercial vehicles:

- a) Vehicle inspection services according to a fifty-five (55) point checklist;
- b) Repairs services in the Contractor's shops;
- c) Supply original Ford brand parts only;
- d) Deliveries of parts to the Valcartier Support Base;

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e) Pick-up and drop-off of vehicles to the Valcartier Support Base, at the client's request.

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **1.3 Debriefings**

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.13 Transition to an e-Procurement Solution (EPS).

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

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## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

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

### **2.2 Submission of Offers**

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Quebec Region Bid Receiving Unit specified below by the date and time indicated on page 1 of the Request for Standing Offer.

#### **2.2.1 Epost Connect**

Offerors choosing to submit using epost Connect must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQRceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQRceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

Note: **Offers will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active>), 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 Offer closing date.

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using epost Connect](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect) (<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>)

#### **2.2.2 Facsimile**

Facsimile number: 418-566-6168.

**2.2.3** Offers transmitted by hardcopy to PWGSC will not be accepted.

## 2.3 Enquiries - Request for Standing Offers

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

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

## 2.4 Applicable Laws

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

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

## 2.5 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**

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

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

Section I: Financial Offer  
Section II: Certifications

Offers transmitted by 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 "G" Electronic Payment Instruments, to identify which ones are accepted.

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

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

##### **3.1.2 Exchange Rate Fluctuation**

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5>

#### **Section II: Certifications**

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

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## **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 Financial Evaluation**

##### **4.1.1.1 Evaluation of Price**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

##### **4.1.1.2 Commitment to Sustainable Development**

Offerors must fill out the grid of the Annex "F" – Commitment to sustainable development and attach it to their offer. If the Offeror does not provide the filled out grid of the Annex "F" or does not meet the commitment, he will not be able to benefit from the preferential margin. Preferential margin details can be found in Section 4.2.1.

Participation in this part of the evaluation process is optional: It is not required for an offer to be considered for issuance of a Standing Offer.

### **4.2 Method of evaluation**

For evaluation purposes only, the price of the offer will be determined as follows:

The price of the offer will be calculated by subtracting the preferential margin (if applicable) from the total amount of valuation. This amount will be calculated by adding together the valuation amounts for each of the periods detailed in Annex "B", Basis of Payment.

Price of the Offer = Total Amount of Valuation – Preferential Margin (if applicable).

The valuation amount for each of the periods will be calculated by adding together the following elements:

Item 1 – Inspection services, as mentioned in Annex "B", Basis of Payment:

The firm unit price per inspection multiplied by the estimated annual quantity of 55-point vehicle inspections for: F-150, F-250 and F-350 (90 inspections);

+

The firm unit price per inspection multiplied by the estimated annual quantity of 55-point vehicle inspections for: Transit (40 inspections);

+

The firm unit price per inspection multiplied by the estimated annual quantity of 55-point vehicle inspections for: Passenger vehicle (22 inspections);

+

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Item 2 – Repair services, as mentioned in Annex “B”, Basis of Payment:

The firm hourly rate multiplied by the estimated number of hours worked annually (70 hours);

+

Item 3 – Ford parts, as mentioned in Annex “B”, Basis of Payment:

If indicated, the percentage mark-up multiplied by the estimated annual parts purchase (\$55,000.00);

+

Item 4 - Delivery of parts, as mentioned in Annex “B”, Basis of Payment:

The firm unit price for a delivery of parts to Valcartier Base multiplied by the estimated annual quantity (150 deliveries);

+

Item 5.1 – Pick-up of vehicles, as mentioned in Annex “B”, Basis of Payment:

The firm unit price for a vehicle pick-up multiplied by the estimated annual quantity (50 pickups).

+

Item 5.2 – Drop-off of vehicles, as mentioned in Annex “B”, Basis of Payment:

The firm unit price for a vehicle drop-off multiplied by the estimated annual quantity (50 deliveries).

+

Item 5.3 – Cost per additional vehicle, as mentioned in Annex “B”, Basis of Payment:

The firm unit price for an additional vehicle multiplied by the estimated annual quantity (10 additional vehicles).

The total amount evaluated will therefore be the sum of all three years of the standing offer: Year 1: from November 1, 2021 to October 31 2022, Year 2: from November 1, 2022 to October 31 2023 and Year 3: from November 1, 2023 to October 31 2024 - preferential margin (if applicable).

The Offeror must bid on all items in the basis of payment or the offer will be declared non-responsive.

#### **4.2.1 Preferential Margin**

For financial evaluation purposes only, a preferential margin of 10% will be applied for the offerors who meet the conditions set out at Annex “F” – Commitment to sustainable development.

The prices listed in the Standing Offer will not take into account the preferential margin.

#### **4.3 Basis of Selection**

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

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## **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.

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## **PART 6 – SECURITY AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the Standing Offer.

### **6.2 Insurance Requirements**

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

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

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### 7.2 Standard Clauses and Conditions

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

##### 7.2.1 General Conditions

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>

##### 7.2.2 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 entitled "Annex "E" – 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.

Data is to be submitted to the Standing Offer Authority every four (4) months.

The reporting periods are defined as follows:

- Year One: November 1, 2021 to February 28, 2022, March 1, 2022 to June 30, 2022, and July 1, 2022 to October 31, 2022;
- Year Two: November 1, 2022 to February 28, 2023, March 1, 2023 to June 30, 2023, and July 1, 2023 to October 31, 2023;
- Year Three: November 1, 2023 to February 29, 2024, March 1, 2024 to June 30, 2024, and July 1, 2024 to October 31, 2024;

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

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### 7.3 Term of Standing Offer

#### 7.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 1, 2021 to October 31, 2024 inclusive.

### 7.4 Authorities

#### 7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name : Annie Deslauriers  
Title : Procurement Officer  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Address : 1550 D'Estimauville Avenue, Quebec City, Quebec G1J0C7  
Telephone : 418-571-5295  
E-mail address : [annie.deslauriers@tpsgc-pwgsc.gc.ca](mailto:annie.deslauriers@tpsgc-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.

#### 7.4.2 Project Authority **(will be completed at Standing offer issuance)**

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.

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### 7.4.3 Offeror's Representative

#### 7.4.3.1 Standing Offer Manager: (to be completed)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

#### 7.4.3.2 Order tracking: (to be completed)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

### 7.5 Identified users

The Identified Users authorized to make call-ups against the Standing Offer is: The Transportation Company of 5 Service Battalion, 2<sup>nd</sup> Canadian Division Support Base (Valcartier Base), Department of National Defence.

### 7.6 Call-up Instrument

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

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.

### 7.7 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

### 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$15,000.00 (Applicable Taxes included).

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## 7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$250,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.10 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;
- d) the general conditions [2010A](#) (2020-05-28), General Conditions - Goods (medium complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_.

## 7.11 Certifications and Additional Information

### 7.11.1 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.

## 7.12 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 Quebec.

## 7.13 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.

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## **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 Requirement**

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010A (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2020-05-28), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/19>

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is from date of reception of the call-up to acceptance of all goods in the call-up, inclusively.

#### **7.3.2 Delivery Date**

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

### **7.4 Payment**

#### **7.4.1 Basis of Payment – Firm Unit Prices and Firm Hourly Rates**

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm unit price and firm hourly rates detailed in Annex "B", Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Work required under articles 2 and 3 is subject to an estimate request by the Project Authority. The estimate shall include a cost breakdown in accordance with the basis of payment in Annex "B". Once the estimate is submitted by the Contractor and accepted by the Project Authority, the estimate becomes a lump sum amount (firm lot price).

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

#### **7.4.2 Method of Payment**

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1001C/2>

#### **7.4.3 SACC Manual Clauses**

SACC Manual clause [C0710C](#) (2007-11-30), Time and Contract Price Verification

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C0710C/1>

#### **7.4.4 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).

#### **7.5 Invoicing Instructions**

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

#### **7.6 Insurance Requirements**

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

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## **7.7 SACC Manual Clauses**

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9062C/4>

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9117C/2>

[B7500C](#) (2006-06-16), Excess Goods

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B7500C/1>

## **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](#)".

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## ANNEX A - REQUIREMENT

### 1. TITLE

Inspection, Repair and Parts Purchasing Services for Ford Vehicles.

### 2. SUBJECT

This annex sets out the general and specific requirements concerning inspection, repair and parts purchasing services for Ford commercial vehicles for the Transportation Company of 5 Service Battalion, 2nd Canadian Division Support Base (Valcartier Base), Department of National Defence (DND).

### 3. DESCRIPTION OF WORK

The Contractor shall, on a call-up basis, supply the following services and goods for Ford commercial vehicles:

- 3.1. Vehicle inspection services according to a fifty-five (55) point checklist (Annex "D" - Inspection report);
- 3.2. Repairs services in the Contractor's shops;
- 3.3. Supply original Ford brand parts only;
- 3.4. Deliveries of parts to the Valcartier Support Base ;
- 3.5. Pick-up and drop-off of vehicles to the Valcartier Support Base, at the client's request.

### 4. REQUIREMENTS

The Contractor:

- 4.1. Must be an authorized Ford dealer;
- 4.2. Must keep vehicles to be repaired and/or inspected in a secure manner, indoors, or better yet, in a secure and/or locked area;
- 4.3. Must be prepared to receive each vehicle to be inspected within 48 working hours following the telephone call from DND' project authority;
- 4.4. Must keep cards used to tally the labour for verification purposes at the request of DND's project authority;
- 4.5. Must be a dealer able to carry out recalls guaranteed by the manufacturer.
- 4.6. Must complete repairs within two (2) weeks or less.

### 5. VEHICLE INSPECTION SERVICES IN THE CONTRACTOR'S FACILITY

The Contractor must be able to complete the vehicle inspection within 24 working hours following receipt of the vehicle. The DND's project authority will set the inspection priorities and reserves the right to change them.

The work includes the following tasks:

- 5.1. fill out a status report with the relevant recommendations in accordance with the 55-point minimum checklist as described in Annex "D" - Inspection report \*;
- 5.2. as appropriate, complete a detailed estimate of hours of work and spare parts required to carry out the recommended repairs. This estimate must include the cost of workshop supplies, if applicable; and
- 5.3. send, by email, the completed inspection report to the DND's project authority with a detailed estimate, if applicable.

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*\* The form used by the Contractor may be different, as long as it contains the checklist points listed in Annex "D" and the Project Authority has approved it.*

## **6. DETAILED BID**

At the request of the Project Authority, the Contractor shall submit a detailed bid on costs (number of hours, cost of parts and so on), at no charge and within 24 to 48 working hours. This quote will be valid for a period of 90 days.

Once call-up is issued, the actual and final cost of repairs carried out may not exceed the cost indicated on the call-up.

If the Contractor determines that additional work is required, it shall obtain approval from the Project Authority before undertaking the work that is not approved in the call-up.

The turnaround time will be seven (7) working days for minor repairs and fourteen (14) working days for major repairs.

## **7. EMERGENCY REPAIR SERVICE**

Upon call-up, the Contractor shall provide an emergency repair service at no additional cost with a turnaround of between 24 and 48 working hours.

## **8. PICK-UP AND DELIVERY**

Upon call-up, the Contractor shall provide a delivery service for parts purchased under this standing offer as well as a vehicle pick-up and drop-off service for vehicles in operating condition that are being sent for repairs and/or inspection.

The towing of damaged or non-serviceable vehicles will be planned and carried out by Canada.

## **9. WARRANTY**

The minimum warranty period for parts and labour shall be 12 months or 20,000 km (whichever occurs first). The Contractor may provide a longer warranty period.

## **10. CALL-UP PROCEDURES**

Call-ups shall be placed by telephone, email and/or by fax. Call-ups placed by telephone will be confirmed in writing.

**ANNEX B - BASIS OF PAYMENT**

**PERIODS**

**Year 1: from November 1, 2021 to October 31, 2022**

**Year 2: from November 1, 2022 to October 31, 2023**

**Year 3: from November 1, 2023 to October 31, 2024**

**1. INSPECTION SERVICES**

**Firm unit prices** per vehicle to carry out a 55-point minimum inspection in his workshops as well as the submission of the inspection report (Annex "D") to the DND project authority (including the cost of workshop supplies, administration expenses, benefits and any other unforeseen costs), plus taxes, as follow:

Item	Description	Estimated Annual Quantity	Year 1	Year 2	Year 3	
1	Vehicle inspections in 55-point minimum as described in Annex "D" - Inspection report	F-150, F-250 and F-350	90	\$ _____	\$ _____	\$ _____
		Transit	40	\$ _____	\$ _____	\$ _____
		Passenger vehicle	22	\$ _____	\$ _____	\$ _____

**2. REPAIR SERVICES**

**Firm hourly rates** for labour to carry out repairs in his workshops. (including the cost of workshop supplies, administration expenses, benefits and any other unforeseen costs), plus taxes, as follow:

Item	Description	Estimated Annual Hours	Year 1	Year 2	Year 3
2	Direct or productive labor devoted only to work, during the regular hours.	70 hours	\$ _____ / Hour	\$ _____ / Hour	\$ _____ / Hour

**3. PURCHASE OF PARTS**

For the purchase of Ford parts, the prices will be the Contractor's cost price plus \_\_\_\_ % mark-up. (The Contractor should indicate the mark-up percentage per volume; if no mark-up, indicate "0%" or "N/A.")

Random checks may be made at any time during the period of standing offer to ensure that the prices are in accordance with the Basis of Payment. Upon request, the Contractor will provide supporting documents for this purpose.

For evaluation purposes, the estimated annual amount is \$ 55,000.00.

**4. PARTS DELIVERY**

**Firm unit prices** (if applicable) to deliver parts to the Valcartier Support Base, plus taxes, as follow:

If there is no applicable cost, the Contractor shall enter "\$0.00" or "N/A".

Item	Description	Estimated Annual Quantity	Year 1	Year 2	Year 3
4	Parts delivery to Valcartier Support Base	150	\$ _____	\$ _____	\$ _____

**5. PICK-UP AND DROP-OFF OF VEHICLES IN OPERATING CONDITION**

**Firm unit prices** all included (if applicable) for picking up or dropping off a vehicle (including administration costs, profit, cost of estimating work submitted to the project authority), plus taxes, as follow:

The outward and / or return transport (pick-ups and / or drop-off) will be carried out by the Contractor at the request of the project authority.

The project authority reserves the right to carry out certain transportations (pick-ups and / or drop-off) to the Contractor's workshop. If this is the case, the Contractor will not be able to claim any costs for the pick-up and / or drop-off.

Potential Contractors should indicate the location of their facility where repairs will be made.

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

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NOTE: It may happen that a pickup and a drop-off of different vehicles are made in the same transport sequence, or in a single round trip between the Contractor's workshop and the site of the project authority. In such situations, the Contractor shall charge only one outward or return transport to the project authority even if two different vehicles have been transported outward and return.

If there is no applicable cost, the Contractor shall enter "\$0.00" or "N/A".

Item	Description	Estimated Annual Quantity	Year 1	Year 2	Year 3
5.1	Pick-up of a vehicle in operation condition from the project authority's site to the Contractor's workshop.	50	\$ _____	\$ _____	\$ _____
5.2	Drop-off of a vehicle in operation condition from the Contractor's workshop to the project authority's site.	50	\$ _____	\$ _____	\$ _____
5.3	Cost per additional vehicle	10	\$ _____	\$ _____	\$ _____

## 6. WARRANTY

Warranty period on repairs: \_\_\_\_\_

The Contractor must offer, **at a minimum, a warranty period of 12 months minimum or 20,000km** (whichever occurs first).

Warranty period on parts: \_\_\_\_\_

The Contractor must offer, **at a minimum, a warranty period of 12 months minimum or 20,000km** (whichever occurs first).

## ANNEX C – INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

#### **Garage Automobile Liability Insurance**

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

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## ANNEX D – INSPECTION REPORT

### Fifty-five (55) point checklist

DEALER

Name \_\_\_\_\_ Office # \_\_\_\_\_  
Address \_\_\_\_\_ Licence # \_\_\_\_\_ Serial # \_\_\_\_\_  
Model \_\_\_\_\_ Year \_\_\_\_\_ Kilometres \_\_\_\_\_

S - Satisfactory C - Can wait U - Urgent

	<b>Safety and other</b>	<b>S</b>	<b>C</b>	<b>U</b>	<b>Comment</b>
1	- Seat belts				
2	- Spare wheel and jack				
3	- Hood catch				
4	- Weather stripping				
5	- Windshield washer action				
6	- Wiper blade				
7	- Condition of car windows				
8	- Horn				
	<b>Lighting systems</b>				
9	- Headlights				
10	- Front and rear parking lights				
11	- Front and rear turn signals				
12	- Licence plates				
13	- Interior lighting				
	<b>Charging system</b>				
14	- Battery condition				
15	- Alternator				
	<b>Transmission</b>				
16	- Check the oil level				
	<b>Cooling system</b>				
17	- Hoses — connections				
18	- Check level and condition of antifreeze				
	<b>Engine</b>				
19	- Check oil				
20	- Oil leaks				
21	- Engine noise				
22	- Engine mount				
23	- Is a tune-up required?				
	<b>Belts</b>				
24	- Drive belts				
	<b>Air conditioning/heating</b>				
25	- Check that they operate				
	<b>Wheels and tires</b>				
26	- Tire pressure				
27	- Wear				
28	- Condition of ball-bearings				
	<b>Brake system</b>				
29	- Operating - Front				
30	- Operating - Back				
31	- State of wear (25%, 50%, 75%)				
32	- Parking brake				
33	- Master cylinder (fluid level)				
34	- Connection and line				
	<b>Exhaust system</b>				
35	- Front pipe				
36	- Main pipe				
37	- Tail pipe				

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38	- Rubber support				
39	- Re-circulation system				
40	- Muffler				
41	- Resonator				
	<b>Steering and suspension</b>				
42	- Springs				
43	- Shock absorbers - Front				
44	- Shock absorbers - Back				
45	- Ball joint				
46	- Tie rod end				
47	- Relay rod				
48	- Idler arm				
49	- Pitman arm				
50	- Gear box				
51	- Power steering hose				
52	- Alignment				
53	- Universal joints				
54	- Stabilizer bar				
55	- Check oil level				

Date: \_\_\_\_\_

Service advisor: \_\_\_\_\_



## ANNEXE F - COMMITMENT TO SUSTAINABLE DEVELOPMENT

The Department of Public Services and Procurement Canada (PSPC) implements the federal government's Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>) as well as the Greening Government Strategy from the Treasury Board of Canada Secretariat (<https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html>).

Consequently, commitment to sustainable development is integrated into this Request for Standing Offer in order to "reduce greenhouse gas (GHG) emissions to the atmosphere" and "increase the resiliency of the government's assets, services and operations to adapt to the changing climate."

The commitment to sustainable development are used only for the selection and identification of offerors who can benefit from the 10% preferential margin on evaluation. Participation in this part of the evaluation is optional and is not required to be considered for issuance of a Standing Offer.

For "Commitment to Sustainable Development E1" if you certify "Yes", you must provide the corresponding « Supporting Documents ». Failure to provide the required documents listed below within the time frame determined by the Contracting Authority, the preferential margin will not be applied to the financial evaluation.

To benefit from the 10% preferential margin on evaluation, the Offeror must meet all the following conditions:

- Meet the mandatory general requirements to be considered for a Standing Offer;
- Declare having incorporated in their business practises the commitment to sustainable development in this Annex;
- Provide satisfactory supporting documents for the commitment within the prescribed timeframe.

#	Commitment to Sustainable Development	Yes	No	Supporting Documents
E1	At least 30% of the supplier's fleet of delivery vehicles is hybrid, electric or with alternative fuel (bio-LNG or propane).			Inventory of the supplier's fleet of vehicles with hybrid, electric and alternative fuel models clearly identified.

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### **ANNEXE G - 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).