



National Defence
National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale
Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**REQUEST FOR STANDING OFFERS
DEMANDE D'OFFRES À COMMANDES**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Mariela Iletto, DLP 8-1-6-2
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| | |
|---|---|
| Title/Titre | Solicitation No – N° de l'invitation |
| Vehicle Repair and Maintenance Group D&E | W6399-24LP56/A |
| Date of Solicitation – Date de l'invitation | |
| October 25, 2023 | |
| Address Enquiries to – Adresser toutes questions à | |
| Mariela.Iletto@forces.gc.ca | |
| Telephone No. – N° de téléphone | FAX No – N° de fax |
| 613-945-2746 | |
| Destination | |
| Specified herein | |

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

| |
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| <p>Solicitation Closes – L'invitation prend fin</p> <p>At – à : 1400 EST</p> <p>On - le : November 24, 2023</p> |
|--|

| | |
|---|---------------------------------------|
| Delivery required - Livraison exigée See Herein / Précisé dans les présentes | Delivery offered - Livraison proposée |
| Vendor Name and Address - Raison sociale et adresse du fournisseur | |
| Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie) | |
| Name/Nom _____ | Title/Titre _____ |
| Signature _____ | Date _____ |

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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: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 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 Offer Evaluation Process, the Financial Offer, and the Electronic Payment Instruments.

1.2 Summary

- 1.2.1 The Department of National Defence (DND) has a requirement for periodic maintenance and repair of a broad and diverse commercial (i.e., non-military) vehicle fleet. In order to provide a cost effective approach to maintenance and repair services, DND requires work under various service categories as outlined in Annex A Statement of Work.

The Standing Offer Agreement will be valid from date of issuance for a three (3) year period with the option to extend this period by two (2) additional one (1) year period under the same terms and conditions.

- 1.2.2 The requirement is subject to the following trade agreements: the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada – Ukraine Free Trade Agreement (CUFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTTP) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

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.

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>) 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 (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

- d) Section 06, Late Offers, is deleted in its entirety;
- e) The text under Section 07, Delayed Offers, is deleted in its entirety and replaced with the following:

It is the Offeror's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

- f) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.

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 Electronic Submission of Offers

- a) Offers must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Offers must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Offeror or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Offeror's responsibility to ensure that the Contracting Authority has received the entire submission.

Offerors should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Offerors are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile 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 contract award. 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 electronic copies (PDF))

Section II: Financial Offer (1 electronic copy (PDF))

Section III: Certifications (1 electronic copy (PDF))

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

Section I: Technical Offer

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

In addition, Offerors must complete and submit Annex B – Offer Evaluation Process as a part of their submissions.

Section II: Financial Offer

Offerors must submit their financial offer as follows:

For Service Categories 1&2, Groups D, and E:

Offerors must submit firm labour rates and percentage discount, Delivered Duty Paid (DDP) at Ashton, Ontario, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Offerors must complete and submit Annex C – Financial Offer as a part of their submissions.

Offers must be submitted in Canadian dollars.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "D" 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

Section III: Certifications

Offerors must submit the certifications 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 and contractors from Calian Inc. will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must meet all mandatory technical evaluation criteria detailed in Annex B – Offer Evaluation Process, Commercial Vehicle Repair and Maintenance

4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) Ashton, ON, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

- (a) Service Categories 1 and 2:

Service Categories 1 & 2 for each Group (D, and E) will be evaluated jointly.

- i. Labour – The evaluated labour rate will be assessed as follows:

The labour rates of the two (2) Service Categories will be averaged. The Labour Rate will then be assigned a score as follows:

$$\text{Offeror's Labour Rate Score (Max 60)} = \text{Lowest Offeror Hourly Labour Rate} \times (60 / \text{Offeror Hourly Labour Rate})$$

- ii. Parts/Materials – The evaluated parts/materials discount rates will be assessed as follows:

The parts/materials discount rate (based on a discount off Manufacturer's Suggested Retail Price) will be assessed as a score as per the formula below. If the discount rate differs between service categories, the rate will be averaged.

$$\text{Offeror's Parts/Materials Discount Score (Max 40)} = (\% \text{ Discount} / 100) \times 40$$

The highest evaluated score for Categories 1 & 2 for each Group will be determined as follows:

$$\text{Offeror's Score} = \text{Average Labour Rate Score} + \text{Average Offer's Discount Score}$$

Example calculation of Offeror's Score

Offeror 1

| Service Category | Period | Labour Hourly Rate | Parts/Materials Discount (% off list price) |
|------------------|--------|--------------------|--|
|------------------|--------|--------------------|--|

| | | | |
|---|----------------------|---------|-----|
| 1 Preventive Maintenance | Year 1 | \$20.00 | 10% |
| | Year 2 | \$21.00 | 10% |
| | Year 3 | \$23.00 | 10% |
| | Option Year 1 | \$25.00 | 12% |
| | Option Year 2 | \$27.00 | 12% |
| 2 Corrective Maintenance | Year 1 | \$30.00 | 20% |
| | Year 2 | \$31.00 | 20% |
| | Year 3 | \$33.00 | 20% |
| | Option Year 1 | \$35.00 | 22% |
| | Option Year 2 | \$37.00 | 22% |

Offeror 2

| Service Category | Period | Labour Hourly Rate | Parts/Materials Discount (% off list price) |
|---|----------------------|--------------------|--|
| 1 Preventive Maintenance | Year 1 | \$24.00 | 15% |
| | Year 2 | \$26.00 | 15% |
| | Year 3 | \$28.00 | 15% |
| | Option Year 1 | \$30.00 | 15% |
| | Option Year 2 | \$32.00 | 15% |
| 2 Corrective Maintenance | Year 1 | \$26.00 | 18% |
| | Year 2 | \$28.00 | 18% |
| | Year 3 | \$30.00 | 18% |
| | Option Year 1 | \$32.00 | 20% |
| | Option Year 2 | \$34.00 | 20% |

Step 1: Begin by computing the Hourly Labour Rates and Parts/Materials Discounts for each Offeror.

Offeror 1

| Service Category | Average Hourly Labour Rate | Average Parts/Materials Discount |
|----------------------|--|---|
| 1 | $(\$20 + \$21 + \$23 + \$25 + \$27) / 5 = \23.20 | $(10\% + 10\% + 10\% + 12\% + 12\%) / 5 = 11\%$ |
| 2 | $(\$30 + \$31 + \$33 + \$35 + \$37) = \33.20 | $(20\% + 20\% + 20\% + 22\% + 22\%) / 5 = 21\%$ |
| TOTAL AVERAGE | $(\$23.20 + \$33.20) / 2 =$ \$28.20 | $(\$11\% + 21\%) / 2 =$ 16% |

Offeror 2

| Service Category | Average Hourly Labour Rate | Average Parts/Materials Discount |
|------------------|---|---|
| 1 | $(\$24 + \$26 + \$28 + \$30 + \$32) / 5 = \28 | $(15\% + 15\% + 15\% + 15\% + 15\%) / 5 = 15\%$ |
| 2 | $(\$26 + \$28 + \$30 + \$32 + \$34) / 5 = \30 | $(18\% + 18\% + 18\% + 20\% + 20\%) / 5 = \19 |

| | | |
|----------------------|-------------------------------------|-------------------------------------|
| TOTAL AVERAGE | $(\$28 + \$29) / 2 = \mathbf{\$29}$ | $(15\% + 19\%) / 2 = \mathbf{17\%}$ |
|----------------------|-------------------------------------|-------------------------------------|

Step 2: Calculate the Labour Rate Score for each Offeror.

Lowest Average Offeror Hourly Labour Rate x (60 / Offeror Average Hourly Labour Rate) = Offeror Average Labour Rate Score (Max 60)

In this instance, Offeror 1 has the Lowest Average Hourly Labour Rate at \$28.20.

Offeror 1:
Labour Rate Score: $\$28.20 \times (60 / \$28.20) = 60$

Offeror 2:
Labour Rate Score: $\$28.20 \times (60 / \$29) = 58.35$

Step 3: Calculate the Parts Discount Score for each Offeror.

Offeror Average Parts/Materials Discount Score (Max 40) = (Average % Discount / 100) x 40

Offeror 1:
Parts/Materials Discount Score: $(16 / 100) \times 40 = 6.4$

Offeror 2:
Parts/Materials Discount Score: $(17 / 100) \times 40 = 6.8$

Step 4: Calculate the Total Score for each Offeror for each period of the standing offer.

Offeror Score = Average Labour Rate Score + Average Offeror Discount Score

| | Average Hourly Labour Rate | Average Parts/Materials Discount | Offeror Score |
|-----------|-----------------------------------|---|----------------------|
| Offeror 1 | 60 | 6.4 | 66.4 |
| Offeror 2 | 58.34 | 6.8 | 65.14 |

In this instance, Offeror 1 has obtained the highest Total Offeror Score. Therefore, Offeror 1 would be issued a Standing Offer. The same process is used to calculate the winner for each Group.

4.2 Basis of Selection

4.2.1 An offer must comply with the requirements in Annex B, for selected Service Category(ies) of the Request for Standing Offers, to be declared responsive. The Standing Offers for each category will be issued to the responsive bids as follows: Service Categories 1 & 2, highest evaluated score.

4.2.2 Standing Offers will be issued as follows:

- (a) Group D:
 - i. Service Categories 1 & 2 - One SOA;
- (b) Group E:
 - i. Service Categories 1 & 2 - One SOA;

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 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.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with 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 with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.1.2 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this 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](#) (2022-12-01) General Conditions - General Conditions – Standing Offers – Goods or Services, apply to and form part of the Standing Offer, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that Minister.

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than thirty (30) 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 three (3) years from date of award.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for

two (2) additional one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mariela Ileta
Title: Materiel Acquisition and Support Officer
Department of National Defence
Directorate of Land Procurement

Address: 101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: 613-945-2746
E-mail: Mariela.Ileta@forces.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 Technical Authority

The Technical Authority for the Standing Offer is: *(To be completed by DND at contract award)*

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

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

The Project Authority is the representative of the department or agency for whom the Work 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 *(To be completed by bidder)*

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

Telephone: ____ - ____ - _____

E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

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

Department of National Defence (DND)
3153 Dwyer Hill Road,
Ashton, Ontario
K1A 1B0

6.8 Call-up Procedures

The following call-up process will be as follows:

For Service Categories 1, 2:

1. A \$0 Call-up is issued to Contractor.
2. Contractor provides estimate
3. Call-up is amended to include firm price based estimate.

6.9 Call-up Instrument

The Work will be authorized by the Identified User(s) using form PWGSC-TPSGSC 942 Call-up Against a, Standing Offer or another Call-up form, either electronically or in hard copy as determined by the Client.

6.10 Limitation of Call-ups

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

6.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of [\\$\(amount to be detailed in the resulting Standing Offer\)](#) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The-Offerrer 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 four (4) 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.

6.12 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 (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2022-12-01), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Pricing Schedule;
- g) the Offeror's offer dated _____ (*insert date of offer*).

6.13 Certifications and Additional Information

6.13.1 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.

6.14 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.

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 (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract, with the following modifications:

- a. Definition of Minister is modified as follows:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of

that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

b. Section 13 Interest on Overdue Accounts, of [2010C 13](#) (2018-06-21) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

The Work 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: 2019-01](#) 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 prices as specified in the 942 Call-up. Customs duties are included. Applicable Taxes are extra.

6.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2018-08-17) Limitation of Price

6.5.3 SACC Manual Clauses

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

6.5.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
(List to be updated in the resulting Standing Offer)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

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. One (1) copy must be emailed to Cathy Carswell at cathie.carswell2@forces.gc.ca

6.7 Insurance

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

6.8 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

6.9 Quality Assurance

SACC *Manual* clause [D5545C](#) (2019-05-30) ISO 9001:2015 – Quality Management Systems – Requirements (Quality Assurance Code C)

6.10 Foreign Nationals

SACC *Manual* clause [A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)

SACC *Manual* clause [A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)

ANNEX "A"



NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods.

AVIS

Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées.

STATEMENT OF WORK FOR OFF-ROAD VEHICLES AND LIGHT EQUIPMENT REPAIR AND MAINTENANCE

1.0 SCOPE

1.1 Purpose

The objective of this statement of work is to define the scope and requirements that apply to the provision of preventive and corrective maintenance for off-road vehicles and light equipment.

1.2 Background

The Department of National Defence (DND) has a requirement for periodic maintenance and repair of gas-powered and electric on/off road vehicles (e.g., motorcycles, bicycles, ATVs, UTVs, and snowmobiles), and light equipment (e.g., snow blowers, generators, outboard motors, and small engines). In order to provide a cost effective approach to maintenance and repair services, DND requires work under various service categories as outlined in this statement of work.

1.3 Definitions

The following definitions apply to this statement of work:

| | |
|----------------------------|--|
| Corrective Maintenance | Maintenance necessary to rectify mechanical or electrical failure of vehicle systems, sub-systems and components in order to return the vehicle to an operational condition |
| Direction | Specific instructions from the unit representative regarding the way ahead for required repairs identified by the Contractor that are over and above that specified on the work order. |
| Group D Vehicles/Equipment | This group of vehicles includes ATV's, UTV's, snowmobiles, snow blowers, generators, outboard motors, small engines including but not limited to chainsaws, chop saws and pressure washers. The OEM equipment in this group include: <ul style="list-style-type: none">- Ski-Doo;- Arctic Cat;- Polaris;- Yamaha;- Stihl;- Husqvarna;- Honda; and- BRP. |
| Group E Vehicles | This group includes electric powered on/off road vehicles including: <ul style="list-style-type: none">- Motorcycles;- Bicycles; and |

| | |
|---------------------------------|---|
| | - ATVs/UTVs and snowmobiles not included in Category D. Note: This category does not include electric cars and trucks. |
| Original Equipment Manufacturer | The manufacturer and/or integrator of the vehicle when new. |
| Preventive Maintenance | Periodic maintenance that is recommended (by the OEM) to reduce the likelihood of mechanical or electrical failure, that would create an unsafe or abnormal operating condition, due to component degradation and normal wear and usage |

1.4 Acronyms

| | |
|-----|---------------------------------|
| ATV | All-Terrain Vehicle |
| DND | Department of National Defence |
| OEM | Original Equipment Manufacturer |
| PA | Procurement Authority |
| TA | Technical Authority |
| UTV | Utility-Terrain Vehicle |

2.0 DELIVERABLES

The type of work to be delivered includes the following:

- (a) Group D Vehicles/Equipment:
 - i. Service Category 1 - Preventive Maintenance (Inspection and Services); and
 - ii. Service Category 2 - Corrective Maintenance;
- (b) Group E Vehicle:
 - iii. Service Category 1 - Preventive Maintenance (Inspection and Services); and
 - iv. Service Category 2 - Corrective Maintenance.

2.1 Demand

The estimated forecasted demand is as follows:

| Group | Service Category | Years 1-3 Per Year | Option Year 1 | Option Year 2 |
|-------|------------------|--------------------|---------------|---------------|
| D | 1 & 2 | \$100k | \$100k | \$100k |
| E | 1 & 2 | \$100k | \$100k | \$100k |

3.0 REQUIREMENTS

The Contractor must provide services in accordance with the work performance requirements detailed for each Service Category in the following sections.

3.1 General Requirements (Applicable to all Groups)

The Contractor must:

- (a) Have a repair facility located within 100 km from 3153 Dwyer Hill Road, Ashton, Ontario;
- (b) Be open for business Monday to Friday, 8:00 AM to 5:00 PM Eastern Standard Time (EST) (minimum, statutory holidays exempt);
- (c) During any work activity, replace parts and components with new OEM parts only. If the new OEM part is not available, an OEM equivalent (similar fit, form and function) part may be used

with prior written authorization from the authorized unit representative (to be identified at Standing Offer Award); and

- (d) Pickup/arrival (at 3153 Dwyer Hill Road, Ashton, Ontario) within 24 hours of request for service.

3.2 Group D Vehicles/Equipment

3.2.1 Service Categories 1 & 2 General Requirements – Group D

The following applies:

- (a) The Contractor must be a repair establishment of the Group D vehicle/equipment to be maintained;
- (b) The Contractor must pick-up and deliver the vehicle at times arranged with the unit representative. Vehicles must be towed or moved by flatbed truck as applicable;
- (c) The Contractor must provide a cost and completion date estimate for maintenance work to the unit representative. Estimates that exceed \$1000 (HST not included) must be written. The Contractor must receive written authorization to proceed prior to commencing any work; and
- (d) If, while conducting approved maintenance, it is discovered that additional unforeseen work has to be performed on the vehicle, the Contractor must provide the unit representative with a written description of the work, and a cost and completion date estimate for the additional work. The Contractor must not commence any additional work until receiving written authorization to proceed with the additional work.

3.2.1.1 Service Category 1 - Preventive Maintenance (Inspection and services)

No additional requirements.

3.2.1.2 Service Category 2 - Corrective Maintenance

The Contractor must warranty corrective maintenance work for twelve (12) months or 20,000 km (whichever comes first) following delivery of the vehicle back to the unit representative.

3.3 Group E Vehicles

3.3.1 Service Categories 1 & 2 General Requirements – Group E

The following applies:

- (a) The Contractor must be a repair establishment of the Group E vehicle to be maintained;
- (b) The Contractor must pick-up and deliver the vehicle at times arranged with the unit representative. Vehicles must be towed or moved by flatbed truck as applicable;
- (c) The Contractor must provide a cost and completion date estimate for maintenance work to the unit representative. Estimates that exceed \$1000 (HST not included) must be written. The Contractor must receive written authorization to proceed prior to commencing any work; and
- (d) If, while conducting approved maintenance, it is discovered that additional unforeseen work has to be performed on the vehicle, the Contractor must provide the unit representative with a written description of the work, and a cost and completion date estimate for the additional work. The Contractor must not commence any additional work until receiving written authorization to proceed with the additional work.


3.3.1.1 Service Category 1 - Preventive Maintenance (Inspection and services)

No additional requirements.

3.3.1.2 Service Category 2 - Corrective Maintenance

The Contractor must warranty corrective maintenance work for twelve (12) months or 20,000 km (whichever comes first) following delivery of the vehicle back to the unit representative.

ANNEX "B"

| | |
|---|--|
|  | NOTICE This documentation has been reviewed by the technical authority and does not contain controlled goods. |
| | AVIS Cette documentation a été révisée par l'autorité technique et ne contient pas de marchandises contrôlées. |

OFFER EVALUATION PROCESS OFF-ROAD VEHICLES AND LIGHT EQUIPMENT REPAIR AND MAINTENANCE

1.0 GENERAL

1.1 Purpose.

This document outlines the offer evaluation process for the off-road vehicles and light equipment repair and maintenance Standing Offers.

1.2 Instructions to Offerors

Offerors may submit under any or all of the service categories; however, in each Group, Service Categories 1 & 2 will be evaluated jointly. Standing Offers will be awarded as follows:

- (a) Group D:
 - i. Service Category 1 & 2 - One Standing Offer;
- (b) Group E:
 - i. Service Category 1 & 2 - One Standing Offer.

An Offeror may be awarded a Standing Offer for more than one category (up to all categories) based on the individual evaluation in each category.

2.0 DOCUMENTATION REQUIREMENTS

2.1 Documentation

The Offeror must provide documentation with full explanation and facility certification(s) in order to show that every aspect of the proposed solution is in compliance with the RFP. Documentation may include brochures, copies of OEM certifications, signed attestations, etc. Signed attestations must be on company letterhead signed by a person authorized to provide certification as it relates to the specific requirement (e.g., president, service manager, contract manager, etc.).

3.0 EVALUATION

3.1 Assessment Approach

To determine the most suitable contending service providers within the competitive bidding process, the evaluation team will follow a "low cost compliant" approach to determine the service providers that provide the best value to DND within each service category. The approach methodology is detailed in the following sections.

3.1.1 Compliance Screening

In this phase, a paper-based evaluation of the proposals will be conducted to determine if all requirements have been addressed in accordance with the compliance requirements at Section 3.2. Mandatory requirements include both the General requirements, which must be met for all Offerors, and the mandatory requirements within each service category for which the Offeror is providing a Offer. All mandatory requirements will be evaluated based upon information provided by the Offeror in the Offer package. If a proposal does not meet all mandatory criteria, the reasons will be documented and the proposal deemed non-compliant. Even if a Offeror's Offer fails to meet as few as one mandatory criterion that Offer will be rendered non-compliant and will be given no further consideration.

3.2 Certification of Compliance

In their submission, each Offeror must respond to the General Requirements that are mandatory for all Offerors, and the specific sections related to the Groups and Categories for which they are submitting an Offer. In addition, Offerors must indicate yes or no in the 'compliant' column and provide all required information and/or certification to justify compliance with the requirements.

| Annex A | Requirements | Proof of Compliance | Compliant |
|---------|---|---|-----------|
| 3.1 | <u>General Requirements</u> The following requirements are mandatory for all Offerors: | | |
| (a) | The Offeror must have a repair facility located within 100 km from 3153 Dwyer Hill Road, Ashton, Ontario; | The Offeror must provide written confirmation of their location and distance to 3153 Dwyer Hill Road, Ashton, Ontario. | Yes/No |
| 3.2 | <u>Group D Vehicles/Equipment</u> | | |
| 3.2.1 | <u>Service Categories 1 & 2 General Requirements – Group D</u> The following applies: | | |
| (a) | The Offeror must be a repair establishment of the Group D vehicle/equipment to be maintained; | The Offeror must provide written confirmation that they are a repair establishment of the Group D vehicle to be maintained: | Yes/No |

| Annex A | Requirements | Proof of Compliance | Compliant |
|------------|--|---|-----------|
| 3.7 | <u>Group E Vehicles</u> | | |
| 3.7.1 | <u>Service Categories 1 & 2 General Requirements – Group E</u> The following applies: | | |
| (a) | The Offeror must be a repair establishment of the Group E vehicle to be maintained; | The Offeror must provide written confirmation that they are a repair establishment of the Group E vehicle to be maintained: | Yes/No |

ANNEX "C"

FINANCIAL OFFER

Instructions:

Only fill out the categories for which you wish to submit an offer.

Categories 1 & 2 for each group will be evaluated jointly. Therefore, both must be filled out for an offer within these categories to be considered valid. Refer to Part 4 Section 4.2 of the RFSO document for more details.

| Service Category 1 & 2: Group D | | | | |
|---------------------------------|--------------------------------|---------------|--------------------|--|
| Group | Service Category | Period | Labour Hourly Rate | Parts/Materials Discount (% off list price) |
| D | 1 Preventive Maintenance | Year 1 | | |
| | | Year 2 | | |
| | | Year 3 | | |
| | | Option Year 1 | | |
| | | Option Year 2 | | |
| | 2 Corrective Maintenance | Year 1 | | |
| | | Year 2 | | |
| | | Year 3 | | |
| | | Option Year 1 | | |
| | | Option Year 2 | | |

| Service Category 1 & 2: Group E | | | | |
|---------------------------------|--------------------------------|---------------|--------------------|--|
| Group | Service Category | Period | Labour Hourly Rate | Parts/Materials Discount (% off list price) |
| E | 1 Preventive Maintenance | Year 1 | | |
| | | Year 2 | | |
| | | Year 3 | | |
| | | Option Year 1 | | |
| | | Option Year 2 | | |
| | 2 Corrective Maintenance | Year 1 | | |
| | | Year 2 | | |
| | | Year 3 | | |
| | | Option Year 1 | | |
| | | Option Year 2 | | |

ANNEX “D” 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);