

REQUEST FOR STANDING OFFER

FOR

Vehicle Maintenance Services

BRANDON, Manitoba

Tender Notice # 01R11-17-S008

Contracting Authority :
Agriculture and Agri-Food Canada

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Agriculture and Agri-Food (AAFC) requires the services of Licensed and Apprentice automotive Mechanics to perform vehicle inspections and maintenance and repair services to AAFC Fleet Vehicles in Brandon, Manitoba on an 'as and when' required basis.

1. Requests for Explanations

Direct requests for explanations to :

Zack Flamont, Procurement Officer
Email : zack.flamont@agr.gc.ca

Any request for explanations regarding this Request for Standing Offer (RFSO) must be submitted in writing to the above on or before 12:00 pm local Regina time, March 24, 2016. Oral explanations or instructions given will not be binding.

2. Modifications

Canada reserves the right to revise or amend this Request for Standing Offer prior to the submission deadline. Such revisions or amendments, if any, will be announced by addendum or addenda.

3. Submission Deadline

Submissions will be received up to 2:00 p.m., CST, April 08, 2016. Please address / label your submission as follows:

Zack Flamont, Procurement Officer
Agriculture & Agri-Food Canada
300 - 2010 - 12th Avenue
REGINA SK S4P 0M3

Late submissions will not be considered and will be returned unopened. It is the responsibility of any company or individual to ensure their submission is received by the submission deadline.

4. Electronic Submissions

Telegraphic, facsimile, computer disc or electronic mail submissions will not be considered.

5. Payment for Submissions

No payment will be made for a submission in response to this Request for Standing Offer.

6. Taxes

The Goods and Services Tax (GST), Provincial Sales Tax (PST) and Harmonized Sales Tax (HST) are not to be considered an applicable tax for the purposes of this Request for Standing Offer.

7. Rejection of Request for Standing Offer Submissions

Canada reserves the right to reject any and all submissions when such rejection is in the interest of Canada.

8. Standing Offer Period

The Term of the Standing Offer will be for one (1) year, plus three (3) additional 1 year option periods.

9. Contracting Authority

The Contracting Authority for the Resulting Standing Offer will be :

Zack Flamont, Procurement Officer
Agriculture & Agri-Food Canada
Western Service Centre
300 - 2010 - 12th Avenue
REGINA SK S4P 0M3

Telephone No. : (306) 523-6505
Facsimile No. : (306) 523-6560

Email Address : zack.flamont@agr.gc.ca

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1. INTERPRETATION

“**Call-up**” means the action of calling up against the Standing Offer as confirmed by a Call-up Against a Standing Offer form, duly signed and issued by the Contracting Authority and accepted by the Offeror.

“**Canada**” or “**Her Majesty**” means Her Majesty the Queen in the right of Canada as represented by the Minister

“**Contracting Authority**” means the person designated as such in the Standing Offer to act as the representative of Canada. The Contracting Authority is responsible for the establishment, management and administration of the Standing Offer and any contractual issues relating to individual Call-ups against the Standing Offer

“**Departmental Representative**” means any person authorized by the Minister for the purpose of the Standing Offer. Any proposed changes to the scope of the Work are to be discussed with the Departmental Representative, but any resulting change can only be confirmed by a Standing Offer amendment issued by the Contracting Authority.

“**Minister**” means the Minister of the Department of Agriculture & Agri-Food & Canada (AAFC) and includes a person acting for the Minister, the Minister’s successor in office, their lawful deputy and their civil servants and representatives appointed for the purpose of the Standing Offer.

“**Offeror**” means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

“**Person**” includes, unless there is an express stipulation in the Standing Offer to the contrary, any individual, partnership, proprietorship firm, joint venture, consortium or corporation.

“**Work**” means the Work as described in each Call-up made against this Standing Offer and in the attached Statement Of Work.

2. CALL-UP METHOD

1. Call-ups against this Standing Offer may be made by using either of the following:
 - a) PWGSC Form # 942, Call-up Against A Standing Offer
 - b) Automotive Resources International (ARI) Card

3. STANDING OFFER PERIOD

1. The Term of the Standing Offer will be for one (1) year, plus three (3) additional 1 year option periods.

4. AMENDMENTS

1. Any changes to the Standing Offer must be authorized, in writing, by the Contracting Authority. The Offeror is not to perform work in excess of or outside the scope of this Standing Offer based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

5. ASSIGNMENT AND SUBCONTRACTING

1. The Standing Offer may not be assigned by the Offeror, either in whole or in part, without the prior written consent of the Contracting Authority. Neither the whole nor any part of the Work may be subcontracted by the Offeror without the prior written consent of the Contracting Authority. All the terms and conditions of this Standing Offer that are of general application shall be incorporated in every other Standing Offer, excluding those Standing Offers issued solely for the supply of plant or material, issued as a consequence of this Standing Offer.
2. Any purported assignment or subcontracting without the prior written consent of the Contracting Authority shall be null and void, and shall constitute sufficient cause for the immediate termination of this Standing Offer at the discretion of the Contracting Authority.

6. TIME OF ESSENCE

1. Time is of the essence in this Standing Offer and in any contract created as a result of a Call-up pursuant to the Standing Offer

7. APPLICABLE LAWS

1. Any Call-ups against this Standing Offer shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Manitoba.

8. INDEMNIFICATION

1. The Offeror shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, costs, damages, suits, proceeding and actions arising out of, or related to, the Offeror's willful or negligent acts in executing the Work, including the Offeror's wrongful omissions, improper acts or unauthorized delays in executing the Work.

9. PROPERTY OF HER MAJESTY

1. The Offeror shall be liable to Her Majesty for any loss or damage to any property of Her Majesty arising out of the wrongful or negligent performance or non-performance of the Work, whether or not such loss or damage arises from causes beyond the Offeror's control.

10. COOPERATION AND MAKING GOOD

1. The Offeror shall co-operate fully with other contractors or employees of the Crown sent on to the site of the Work by the Departmental Representative.
2. The Offeror shall perform the Work with minimum disturbance to Crown's personnel and the public to the extent feasible.
3. The Offeror shall obtain the approval of the Departmental Representative for adjustment to the prescribed work hours during which the Offeror proposes to perform the Work and for the prescribed Work schedule.
4. The Offeror shall repair and make good all parts of AAFC owned property damaged by the Offeror, its personnel, equipment and / or any sub-contractors.
5. All Work shall be performed to the standard that may be required by any applicable code, and in any event, at least to prescribed contract specifications. If neither is applicable, then the Work shall be equal in kind, quality, and finish to that of the existing AAFC property or standards.
6. Where the Work affects occupied portions of a building, the Offeror shall ensure continuity of building services and necessary access for personnel and vehicles to the extent feasible.

11. ACCESS TO THE SITE OF THE WORK

1. The Departmental Representative or any officer authorized by the Departmental Representative shall have access to the site of the Work at all times.

12. REMOVAL OF DEBRIS

1. The Offeror shall remove from the work site as defined in the Statement of Work, from time to time and as directed by the Departmental Representative all building rubbish or debris resulting from the Work.

13. SUSPENSION OF THE WORK

1. The Departmental Representative may suspend the Work associated with a particular Call-up due to events such as National or local emergency(s), Environmental damage concerns or for breach of contract on the part of the Offeror until deficiencies are remedied. In which event the Offeror shall arrange for protection of the Work as directed by the Departmental Representative.
2. The Offeror will be reimbursed for reasonable and proper expenses incurred in protecting the Work.

14. RECTIFICATION OF DEFECTS

1. The Offeror shall, upon written notice from the Departmental Representative, rectify at the Offeror's own expense, any defects that appear in the Work within 12 months of the completion of the Work.

15. SIGNS AND ADVERTISING

1. The Offeror shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights, danger signals and signs, and shall take all necessary precautions for the protection of the work and the safety of the public.
2. The Offeror shall not erect or permit the erection of any sign or advertising at the site of the Work without the Minister's prior written consent.

16. MEMBERS OF THE HOUSE OF COMMONS

1. No member of the House of Commons shall be admitted to any share or part of the Standing Offer or any benefit arising therefrom.

17. TERMINATION

1. **Due to Default**
In the event of the Offeror abandoning the Work, failing to perform its obligations under this Standing Offer or failing to make progress on the Work such as to endanger, in the Minister's opinion, the satisfactory completion or performance of the Work, Canada may, by written notice to the Offeror, terminate the Standing Offer with the Offeror, effective upon the date of delivery or any other date set out in the notice of termination. The exercise of the right of termination shall not prejudice any other right or lawful remedy available to Canada against the Offeror.
2. **Without Cause**
Canada shall also have the right to terminate this Standing Offer at any time without cause, but giving 30 days written notice of its intention to do so to the Offeror. In the event of such termination, Canada shall be obliged to pay only for those goods and / or

services provided under this Standing Offer up to the date of the termination.

18. PAYMENT

1. The Offeror shall submit a separate invoice for each Call-up to the Departmental Representative and in accordance with any invoicing instructions set out therein. Each invoice shall show:
 - a) an amount for the value of the Work performed satisfactorily excluding the GST,
 - b) an amount for the GST applicable thereto, and
 - c) the combined total amount.
2. Subject to verification by the Departmental Representative, payment of an invoice submitted by the Offeror for Work completed to the satisfaction of the Departmental Representative shall be made not later than 30 days after receipt thereof. If additional information is requested by the Departmental Representative within 15 days of receipt of the invoice for the purpose of verification, the 30-day payment period shall commence upon receipt of the requested information.

19. INTEREST ON OVERDUE ACCOUNTS

1. Subject to subsection 19.2 of this document, if Her Majesty delays in making a payment that is due in accordance with section 18 of this document, the Offeror shall be entitled to receive interest on the amount that is overdue from the date on which the amount is overdue to the day previous to the date on the cheque given for payment of the overdue amount. Simple interest shall be paid at the Average Bank Rate plus 3 % per year on any amount which is overdue. This interest shall be paid automatically except that in respect of amounts which are less than 15 days overdue no interest shall be paid in respect of payment made within such 15 days unless the Offeror so demands after such amounts have become due.
2. The Average Bank Rate means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made. The Bank Rate means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which it makes advances to members of the Canadian Payment Association.

20. SECURITY CLEARANCE

1. The Offeror shall, when requested by the Departmental Representative, provide and cause all persons employed on the Work to provide personal information for Federal Government security clearance purposes. The security clearance procedure may include fingerprinting.
2. The Offeror shall also provide to the Departmental Representative on, a quarterly basis and whenever requested, one (1) updated and accurate list of its employees requiring

access to the site of the Work. Such lists shall be in the form stipulated by the Departmental Representative. In the event the Offeror fails to comply with this subsection the Departmental Representative shall have the right to terminate the current Call-up.

3. Canada shall have the right to have any of the Offeror's employees removed from the site of the Work for reason of security concerns, notwithstanding the results or status of any security screening in respect of such employees. The Departmental Representative may notify the Offeror of any employee required to be removed for this reason.
4. Her Majesty shall not be responsible for any cost to the Offeror of any kind or nature, which may arise from the exercise of the right of the Canada set forth in this section.

21. INSPECTION AND ACCEPTANCE

1. The Offeror shall perform the Work in a diligent, satisfactory and workman like manner. All Work performed pursuant to a Call-up against this Standing Offer shall be subject to inspection and acceptance by the Minister.

22. CANADIAN FUNDS

1. All amounts of money specified in this Offer and in Call-ups against this Offer are in Canadian funds.

23. CONFLICT OF INTEREST

1. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from the Standing Offer.

24. OFFEROR' STATUS

1. The Offeror is engaged under the Standing Offer as an independent Contractor. Neither the Offeror nor any of the Offeror's employees is engaged pursuant the Standing Offer as an employee, servant or agent of Her Majesty. The Offeror shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plan, Un-employment Insurance, Worker's Compensation, Income tax and Goods & Services Tax.

25. CERTIFICATION OF NO CONTINGENCY FEES

1. For the purpose of this section :

"**contingency fee**" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a

Government Standing Offer or negotiating the whole or any part of its terms.

"employee" means a person with whom the Offeror has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c 44(4thSupplement) as the same may be amended from time to time.

2. The Offeror certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Standing Offer to any person other than an employee of the Offeror acting in the normal course of the employees duties.
3. All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Standing Offer shall be subject to the accounts and Audit provisions of this Standing Offer.
4. If the Offeror certifies falsely under this section or is in default of the obligations contained herein, the Minister may either take the Work out of the Offeror's hands in accordance with the provisions of this Standing Offer or recover from the Offeror by way of reduction to and set-off against the Call-up price, or otherwise, the full amount of the contingency fee.

26. TAKING THE WORK OUT OF THE OFFEROR'S HANDS

1. In any of the following cases, namely,
 - a) where the Offeror has defaulted or delayed in commencing or in executing the Work or any portion thereof to the satisfaction of the Minister and the Minister has given written notice thereof to the Offeror and has by such notice required the Offeror to put an end to such default or delay, and such default or delay continues after such notice was communicated;
 - b) where the Offeror has defaulted or is reasonable expected to default in the completion of the Work, such completion required by the Standing Offer;
 - c) where the Offeror has become insolvent or has committed an act of bankruptcy;
 - d) where the Offeror has abandoned the Work; or any portion thereof;
 - e) where the Offeror has purported to make an assignment of the Standing Offer without the required consent of the Minister; or
 - f) where the Offeror has otherwise failed to observe or perform any of the provisions

of the Standing Offer; then the Minister may, subject to any restrictions set out in the Bankruptcy & Insolvency Act, and without any further authorization, take all or any portion of the Work out of the Offeror's hands and may employ such lawful means as he may see fit to complete the Work.

2. Where the Work or any portion thereof is taken out of the Offeror's hands under subsection 27.1:
 - a) the obligations of Her Majesty to make payments to the Offeror shall cease and no further payments shall be made to the Offeror unless the Minister shall certify that no financial prejudice will result to Her Majesty from such further payments;
 - b) the Offeror shall not be relieved of any legal or contractual obligations other than the physical execution of that portion of the Work so taken out of the Offeror's hands; and
 - c) the amount of all loss and damage suffered by Her Majesty by reason of the non-completion of such Work shall be payable by the Offeror to Her Majesty, or may be claimed against or set-off against any amounts otherwise payable to the Offeror .

27. NOTIFICATION OF WITHDRAWAL / REVISION

1. In the event the Offeror wishes to withdraw the Standing Offer after a Call-up against a Standing Offer has been issued, the Offeror shall provide no less than 30 days' written notice to the Contracting Authority, unless otherwise indicated in the Standing Offer Call-up. Such withdrawal of the Standing Offer shall not be effective until receipt of such notification by the Minister and the expiry of such notice period. The Offeror hereby agrees to fulfill any and all Call-ups which may be made before the expiry of such notice period. If the period of the Standing Offer is extended or the limitation of expenditure is increased, the Contracting Authority will issue a revision to the Standing Offer.

SUPPLEMENTAL CONDITIONS

1. SITE REGULATIONS

1. The Offeror undertakes and agrees to comply with all applicable standing orders or other regulations in, force on the site where the Work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

2. SAFETY REGULATIONS AND LABOUR CODES

1. The Offeror must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

3. WORKERS' COMPENSATION

1. It is mandatory that all persons performing the Work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

4. T1204- INVOICING INSTRUCTIONS

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services must be reported on a T1204, Government Service Contract Payment slip.

5. FINANCIAL LIMITATION

1. The maximum amount payable by Her Majesty under this Offer, including any Option Period(s), shall not exceed the amount of \$ 200,000.00 (plus applicable tax).
2. Individual Call-ups against this Standing Offer must not exceed \$ 50,000.00 (plus applicable tax).
3. The Offeror shall notify the Contracting Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months prior to 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 shall promptly notify the Contracting Authority.

6. LICENSING

1. The Offeror must obtain and maintain all permits, licences and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Offeror shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Offeror shall provide a copy of any such

permit, licence, or certificate to Canada.

7. INTERNATIONAL SANCTIONS

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at :

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

2. It is a condition of this Standing Offer and of any ensuing Call-ups, if any, that the Offeror not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. By law, the Offeror must comply with changes to the regulations imposed during the life of the Standing Offer. During the performance of any Call-up under the Standing Offer, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods and services prevent the Offeror from performing all or part of its obligations pursuant to a Call-up made against this Standing Offer, the Offeror shall treat the situation as a force majeure. The Offeror shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

8. GOODS AND SERVICES TAX / HARMONIZED SALES TAX

Prices and amounts of money in the Standing Offer are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada. The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Offeror agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

ADDITIONAL TERMS AND CONDITIONS

1. Vehicle Pick-up & Return

- a) Contractor employees must hold a valid driver's license issued by the province of Manitoba and the driver(s) must be covered by the Contractor's current insurance policy while operating any AAFC Fleet Vehicle
- b) AAFC Fleet Vehicles must be picked up at the site by the Contractor and returned to the site when all work has been completed
- c) Contractor employees must perform a vehicle walk around prior to leaving the site and record any visible damage

2. Vehicle Keys

- a) The Contractor will be given a set of clearly marked keys for each vehicle to allow the Contractor to pick up and return vehicles
- b) All keys will be the responsibility of the Contractor and must be kept in a locked cabinet
- c) The Contractor will notify the Project Authority immediately if any keys are lost or stolen
- d) The Contractor will return the vehicle to the Pickup site, completely lock it, take the keys back to the garage and place them back in the locked cabinet.
- e) All Keys will be returned to the Project Authority at completion of Standing Offer Agreement

3. Inspection, Maintenance and Repair

Work must be performed by licensed Journeyman automotive Mechanics OR Apprentice automotive Mechanics under the supervision of a licensed Journeyman automotive mechanic

4. Maintenance Scheduling

- a) When at the service garage, the Contractor will note the odometer readings and use it to determine what work should be scheduled for each vehicle. The Contractor will seek Project Authority approval to proceed
- b) Vehicles having specialized maintenance requirements such as diesel engines, will be serviced and maintained as outlined by the OEM recommendations and odometer readings

5. Cost Estimates

- a) Cost Estimates can be either electronic or hard copy
- b) Cost Estimates submitted by the Contractor must be accepted by the Project Authority
- c) Invoices for Cost Estimates received must not exceed the Estimate

6. Additional Work

The Contractor will follow all ARI procedures for all additional work and will not proceed with repairs until authorized by the AAFC Approval Authority

7. Replacement Parts

- a) All replacement parts must be new
- b) Replacement parts and material will be Original Equipment from Manufacturer (OEM)
- c) Where OEM parts are not available OR aftermarket parts are more reasonably priced and equivalent, the Contractor will price aftermarket new parts
- d) Good quality aftermarket parts from reputable suppliers will be acceptable
- e) Warranty parts

8. Damage to Vehicles

Any damage to any part of an AAFC Vehicle caused by the Contractor must be reported to the Project Authority immediately.

9. Disposal

- a) The Contractor will dispose of all batteries, electronic components, filters, fluids - including antifreeze, engine oil, transmission and brake fluids and differential lubricants; scrap metal and all other waste *replaced / acquired* during vehicle repairs and according to Good Practises and Environmental Laws governing the disposal of such waste materials.
- b) The Contractor will dispose of all tires in an environmentally friendly manner according to Good Practises and Environmental Laws governing the disposal of such waste materials.

10. Maintenance Records

The Contractor will maintain a file of all work done on each Vehicle for the term of the Standing Offer Agreement. The File can be in electronic or hard copy and must be made available to the Project Authority upon request.

11. Guarantee

The Contractor shall guarantee the quality of workmanship and material for a minimum period of one (1) year from the date of acceptance of the work. The Contractor shall make good, at no extra cost, and to the satisfaction of the Project Authority, any defects that may develop within the guarantee period.

STATEMENT OF WORK

APPENDIX B

DEFINITIONS :

Minor Repair - any vehicle repair between 0.00 and 2,000.00 (applicable tax included)

Major Repair - any vehicle repair over 2,000.01 (applicable tax included)

SCOPE OF WORK :

The Contractor will :

1. Perform Vehicle service and inspections as per Check List A and provide (if required) a cost estimate within 24 hours of vehicle receipt.
2. Perform Vehicle service and inspections as per Check List B and provide (if required) a cost estimate within 24 hours of vehicle receipt.
3. Perform Vehicle service and inspections as per Check List C and provide (if required) a cost estimate within 24 hours of vehicle receipt.
4. Professionally clean vehicle carpet and upholstery on an 'as and when required' basis
5. The contractor will do vehicle repairs on an 'as and when required' basis
6. Pick up and return vehicle when requested

SCHEDULE

DESCRIPTION

COMPLETED WITHIN

Cost Estimate	24 hours of vehicle receipt
Minor Repairs	24 hours of cost estimate approval
Major Repairs	72 hours of cost estimate approval

CONTRACTOR'S RESPONSIBILITY :

The Contractor is responsible to provide everything necessary for the performance of the Work, including resources, facility, labour and supervision, management, equipment, materials and consumables, technical assistance, inspection and quality assurance procedures.

MANDATORY REQUIREMENTS

APPENDIX C

All mandatory requirements identified throughout in this RFP must be met.

All Terms and conditions using the words “**must**”, “**shall**”, “**should**” or “**will**” in this RFP must be considered as Mandatory Requirements.

Failure to meet any of the following mandatory requirements will render your submission non-responsive and it may not be given further consideration.

1. The contractor must provide :
 - a) proof they operate an Auto Repair Facility in Brandon, MB.
2. The Contractor must certify :
 - a) that the majority of work performed by their facility is maintenance and repairs to motor vehicles such as automobiles and light pickup trucks
 - b) they accept Automotive Resources International (ARI) Card as a form of Call-up and / or payment against the resulting Standing Offer

SUBMISSION FORMAT

APPENDIX D

THE FOLLOWING SUBMISSION FORMAT IS REQUIRED :

The Submission must be submitted in two (2) separate, sealed Envelopes as follows :

- 1) The first envelope **MUST INCLUDE** one (1) copy of each of the following :
 - A. ALL Mandatory Requirements as per Appendix C
 - B. Appendix F – Certification Requirements
- 2) The Second Envelope **MUST INCLUDE** one (1) copy of the ‘Appendix G – Bid Document’.
 - A. The cost shall be exclusive of all applicable taxes.

EVALUATION & SELECTION PROCESS

APPENDIX E

Submissions received will be assessed in accordance with the entire requirements of the Request For Quotation including the Evaluation Method specified below :

Mandatory Evaluation

It is understood by the parties submitting proposals that, to be considered compliant :

- a) their submission must meet all the MANDATORY requirements as outlined in Appendix C and ;
- b) where the words “must”, “shall”, “should” or “will” appear in this RFSO, the clause is to be considered as a mandatory requirement.

Accordingly, only the compliant submissions will be given further consideration.

Financial Evaluation

Your prices proposed must be submitted in accordance with Appendix G – Bid Document and will be assessed as follows :

Step 1 - For each line item - Estimated # of Units (A) x Unit price (B) = Extended Cost (C...)

Step 2 - Aggregate of Extended Totals - Evaluated Offer

Evaluation Procedure - All Bid Documents will be assessed and accepted on a low aggregate basis (Applicable taxes extra). Low aggregate will be determined by extending and totaling the unit prices.

The lowest responsive Bidder will be recommended for award of the Contract

CERTIFICATION REQUIREMENT

APPENDIX F

The following certification requirements apply to this Request for Standing Offer (RFSO). Bidders should include this Appendix with their submission and sign each certification below. If a certification requirement does not apply, please indicate with 'N/A' in the signature block.

1) ACCEPTANCE OF AGRICULTURE & AGRI-FOOD CANADA'S TERMS AND CONDITIONS

Bidders will accept Agriculture & Agri-Food Canada's terms and conditions.

The General Conditions and Supplemental Conditions in appendix A of this RFP shall form part of the Resulting Standing Offer.

Signature

Date

Print Name of Signatory

2) LEGAL ENTITY AND CORPORATE NAME

Please certify that the Bidder is a legal entity, by indicating whether the Bidder is i) a sole proprietorship, partnership or corporate entity, ii) indicating the laws under which the partnership or corporate entity was registered or formed, iii) together with the registered or corporate name. Also identify the country where the controlling interest/ownership (name if applicable) of your organization is located.

i) _____

ii) _____

iii) _____

iv) _____

Any resulting Standing Offer may be executed under the following i) corporate full legal name and ii) at the following place of business:

i) _____

ii) _____

Signature

Date

3) VALIDITY OF PROPOSAL

It is requested that submissions offered in response to this RFP be :

- (a) valid in all aspects, including price, for not less than 120 days from the closing date of this RFP; and,
- (b) signed by an authorized representative of the Bidder in the space provided on the RFP; and,
- (c) provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the Bidders submission.

Signature _____ Date

Contact name : _____

Telephone number : _____

Fax number : _____

Email address : _____

GST # : _____

4) AVAILABILITY AND STATUS OF PERSONNEL

The Proposer certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its proposal will be available to commence performance of the Work within a reasonable time from contract award, or within the time specified herein.

If the Proposer has proposed any person in fulfilment of this requirement who is not an employee of the Proposer, the Proposer hereby certifies that it has written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the Proposer MUST upon the request of the Contracting Authority provide a copy of such written permission in relation to any or all non-employees proposed. The Proposer agrees that failure to comply with such a request may lead to disqualification of the Proposer's proposal from further consideration.

Signature _____ Date

5) INSURANCE REQUIREMENTS

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Standing Offer.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Standing Offer 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.

Upon request, Proposers shall deposit with Canada, a CERTIFICATE OF INSURANCE (form AAFC 5314).

Upon request by Canada, the Standing Offer holder shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.

INSURANCE COVERAGE

A) 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 \$ 2,000,000.00 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: Her Majesty the Queen in the right of Canada as represented by the Minister
 - 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 Insured: 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 Insurance Company will provide to the Contracting Authority 10 days written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability – Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

Signature

Date

B) 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 - \$2,000,000.00 Minimum Limit per Accident or Occurrence
 - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
 - c. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Signature

Date

6) **FORMER PUBLIC SERVANT - STATUS AND DISCLOSURE**

Contracts with 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 with FPS, bidders must provide the information required below.

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 Bidder a FPS in receipt of a pension ?

Yes () No ()

If so, the Bidder 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, Bidders agree that the successful Bidder'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 report.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes () No ()

If so, the Bidder 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Signature

Date

Tender Notice # 01R11-17-S008 – Fleet Maintenance, Brandon Research Centre

Column B (Unit price) must be completed with a dollar value, for all line items, or your Offer may be considered non-compliant.

The estimates provided in Column A will be used for cost evaluation purposes only and do not constitute a guarantee or commitment of work on behalf of Canada.

PRICING FOR ORIGINAL STANDING OFFER PERIOD

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	CHECK LIST A	Vehicle	60		
2	CHECK LIST B	Vehicle	60		
3	CHECK LIST C	Vehicle	60		
4	Professional Rug & Upholstery Cleaning	Vehicle	60		
5	Disposal of Oil, Filters, Fluids	Vehicle	60		
6	Disposal of Tires	Tire	50		
7	Pickup / Return Vehicle	Round Trip	75		
Total					T1

LABOUR RATES:

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Mechanic	Hour	100		
2	Apprentice Mechanic	Hour	50		
Total					T2

(T1 + T2) = _____

PRICING FOR MATERIAL / PARTS :

Material and replacement parts (except free issue and not included in the above) at laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges) plus a mark-up of _____ % (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

PRICING FOR OPTION PERIOD ONE (1)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	CHECK LIST A	Vehicle	60		
2	CHECK LIST B	Vehicle	60		
3	CHECK LIST C	Vehicle	60		
4	Professional Rug & Upholstery Cleaning	Vehicle	60		
5	Disposal of Oil, Filters, Fluids	Vehicle	60		
6	Disposal of Tires	Tire	50		
7	Pickup / Return Vehicle	Round Trip	75		
Total					T3

LABOUR RATES:

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Mechanic	Hour	100		
2	Apprentice Mechanic	Hour	50		
Total					T4

(T3 + T4) = _____

PRICING FOR MATERIAL / PARTS :

Material and replacement parts (except free issue and not included in the above) at laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges) plus a mark-up of _____ % (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

PRICING FOR OPTION PERIOD TWO (2)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	CHECK LIST A	Vehicle	60		
2	CHECK LIST B	Vehicle	60		
3	CHECK LIST C	Vehicle	60		
4	Professional Rug & Upholstery Cleaning	Vehicle	60		
5	Disposal of Oil, Filters, Fluids	Vehicle	60		
6	Disposal of Tires	Tire	50		
7	Pickup / Return Vehicle	Round Trip	75		
Total					T5

LABOUR RATES:

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Mechanic	Hour	100		
2	Apprentice Mechanic	Hour	50		
Total					T6

(T5 + T6) = _____

PRICING FOR MATERIAL / PARTS :

Material and replacement parts (except free issue and not included in the above) at laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges) plus a mark-up of _____ % (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

PRICING FOR OPTION PERIOD THREE (3)

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	CHECK LIST A	Vehicle	60		
2	CHECK LIST B	Vehicle	60		
3	CHECK LIST C	Vehicle	60		
4	Professional Rug & Upholstery Cleaning	Vehicle	60		
5	Disposal of Oil, Filters, Fluids	Vehicle	60		
6	Disposal of Tires	Tire	50		
7	Pickup / Return Vehicle	Round Trip	75		
Total					T7

LABOUR RATES:

Item	Description	Unit	Estimated # of Units (A)	Unit Price Offered (B)	Extended Cost C = (AxB)
1	Journeyman Mechanic	Hour	100		
2	Apprentice Mechanic	Hour	50		
Total					T8

(T7 + T8) = _____

PRICING FOR MATERIAL / PARTS :

Material and replacement parts (except free issue and not included in the above) at laid down cost (which includes invoice cost, transportation costs, exchange, customs and brokerage charges) plus a mark-up of _____ % (which includes purchasing expenses, internal handling, General & Administrative expenses and profit) excluding applicable taxes. Applicable taxes will be shown as a separate item.

Total Cost for Initial Standing Offer Period _____

Total Cost for Option Period One (1) + _____

Total Cost for Option Period Two (2) + _____

Total Cost for Option Period Three (3) + _____

TOTAL COST for all periods = _____

CHECK LIST A - BASIC

FLEET # _____

MAKE AND MODEL : _____

ARI Card # _____ Expires : _____ Date : _____

Frequency - In accordance with manufacturer's recommendation time frame OR every 5,000 kms

	Add fuel injector fluid
	Change Engine Oil and replace oil filter
	Lubricate Steering, Suspension, Ball Joints, Drive Shaft U-joints and slip yoke (if serviceable) if required
	Vacuum Interior
	Wash Exterior
	Inspect Accessory Drive belts for proper tension, cracking and chunking
	Inspect Air Filter
	Inspect all fluid levels and top up as required
	Inspect Air Filter Minder (diesel only)
	Inspect Battery Post and cable connections and performance
	Inspect Hydraulic Brake hoses for cracks and leaks
	Inspect Exhaust System for leaks, damage, loose parts and foreign material
	Inspect Exterior Lights, Turn Signals and Hazard Lights
	Inspect Horn
	Inspect radiator and coolant condition, coolers, heaters and A/C hoses
	Inspect Power Train for oil leaks
	Inspect air pressure and condition of all tires (including spare) Rotate Tires every 10,000 km
	Inspect Windshield and all Mirrors for cracks or chips
	Inspect Windshield Washer sprayer, wipers and wiper arms
	OTHER WORK requested by Authority :

CHECK LIST B - MODERATE

FLEET # _____

MAKE AND MODEL : _____

ARI Card # _____ Expires : _____ Date : _____

Frequency - In accordance with manufacturer's recommendation time frame OR every 24,000 kms

Includes Check List A and the following :

	Clean Battery Terminals
	Lubricate Hinges, Latches, Locks, Sliding Door Tracks and Weather Stripping
	Replace fuel filter & Air Filter
	ROAD TEST (brakes, Steering, shifting, suspension, General operation)
	Inspect Air Cleaner and Belts
	Inspect Antifreeze strength, Secure clamps
	Inspect Brake Pads, Shoes, Rotors, Drums, Brake lines and hoses, and Parking Brake System
	Inspect Front end components (Tie Rod Ends, Ball Joint seals, etc.)
	Inspect Power Train for coolant leaks / Visually check U-Joints
	Inspect Shock Absorbers and spring operation and check for leaks
	Inspect Spark Plug condition (only 1)
	Inspect Water pump, Thermostat and Gaskets for leaks
	Inspect Wheels for end play or noise
	OTHER WORK requested by Authority :

CHECK LIST C - FULL

FLEET # _____

MAKE AND MODEL : _____

ARI Card # _____ Expires : _____ Date : _____

Frequency - In accordance with manufacturer's recommendation time frame OR every 48,000 kms

Includes Check List A and B and the following :

	Automatic transmission / transaxle service as per factory recommendation
	Clean Fuel Injectors
	Drain, flush and refill Cooling System at mileage according to factory recommendation
	Inspect Air Bag system
	Inspect Block Heater operation
	Inspect Dash and Interior Lights, and Gauges
	Inspect Fuel Tank and Lines
	Inspect Rear Defrost and Heater Operations
	Inspect Seatbelt Operation and Condition
	Inspect Spark Plugs and replace if necessary
	OTHER WORK requested by Authority :