

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions Travaux publics et Services  
gouvernementaux Canada**  
Building S-111  
CFB Petawawa  
Petawawa  
Ontario  
K8H 2X3  
Bid Fax: (613) 687-6656

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada Supply  
and Services Operation  
Petawawa Procurement  
Building S-111  
CFB Petawawa  
Petawawa  
Ontario  
K8H 2X3

<b>Title - Sujet</b> RISO-REPAIR ELECTRIC MOTORS	
<b>Solicitation No. - N° de l'invitation</b> W0107-13C448/A	<b>Date</b> 2013-04-25
<b>Client Reference No. - N° de référence du client</b> W0107-13CB448	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PET-902-1227
<b>File No. - N° de dossier</b> PET-3-39002 (902)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-06-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bell, Deborah	<b>Buyer Id - Id de l'acheteur</b> pet902
<b>Telephone No. - N° de téléphone</b> (613)687-6655 ( )	<b>FAX No. - N° de FAX</b> (613)687-6656
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of National Defence Engineering Service Squadron 2 ASG Garrison Petawawa, Bldg. S-111 Petawawa, Ontario K8H 2X3	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 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, if applicable, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment and any other annexes.

### 2. Summary

To establish a Regional Individual Standing Offer (RISO) for the provision of all labour, materials, tools, transportation, equipment and supervision required to perform troubleshooting, repairs and/or replacement of electric motors, ancillary devices on AC and DC motors and electric hand tools on an "as and when required" basis, for the Department of National Defence at 2 ASG Garrison Petawawa.

The period for placing call-ups against the Standing Offer shall be from 01 November 2013 to 31 October 2016.

Offerors must submit a list of names or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.

### 3. Debriefings

After issuance of a standing offer, 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

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## 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 (PWGSC).

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 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

## 2. Submission of Offers

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

## 3. Enquiries - Request for Standing Offers

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

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

## 4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed 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

### 1. Offer Preparation Instructions

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

Section I: Technical Offer (this RFSO document) (1 hard copy)

Section II: Financial Offer Annex "A" (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer. Bidders must submit their financial bid using Annex "B" only. Financial bids received in any other form will not be accepted for evaluation.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environment considerations into the procurement process *Policy on Green Procurement* (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### Section I: Offer

In their offer, offerors are to complete and submit the fill-in pages of the RFSO document.

### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Pricing Basis Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

### Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion

### Section III : Certifications

Offerors must submit the certifications required under Part 5.

## Section IV: Additional Information

### 1. Former Public Servant Certification

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, offerors 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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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 FPS. 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:

name of former public servant;

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: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

## 2. Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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 .

#### 1.1. Evaluation

All offers must be completed in full and provide all of the information requested in the Request for Standing Offer to enable full and complete evaluation.

##### 1.1.1 Mandatory Evaluation Requirements:

Should any of the Mandatory Requirements not be met, the offer will be rejected as non-compliant and shall not be given any further consideration.

- Bidders must provide prices for all items listed in Annex B.

#### 1.2 Financial Evaluation

1.2.1 Bids meeting the Mandatory Requirements will be assessed to arrive at an aggregate total based on the estimated usage provided in Annex B.

1.2.2 The Offeror's Unit Prices will be multiplied by the corresponding estimated usage to arrive at an extended price. The aggregate value is the sum of all extended prices.

### 2. Basis of Selection

2.1 It is the intention of Canada to issue a single Standing Offer to the offeror whose proposal meets the Mandatory Requirements, offers the lowest aggregate total and meets all the Conditions Precedent to Issue a Standing Offer as detailed in Part 5.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and related documentation to be issued a Standing Offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the bid evaluation period (before issuance of a Standing Offer) and after issuance of the Standing Offer. The Contracting Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a Standing Offer. The offer will be declared non-responsive if any certification made by the offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the offer non-responsive.

### **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006 for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard Instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

### **2. Additional Certifications Precedent to Issuance of Standing Offer**

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

#### **2.1 Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/ or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

(d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web

## 2.2 Documents Required

- (a) a copy of trade Certificate, Electric Motor System Technician 446A
- (b) a copy of the company's insurance certificate which meets or exceeds the coverage specified herein;
- (c) a copy of the company's Worker's Compensation certificate for all applicable employees
- (d) a copy of the company's most recent, signed Health and Safety Plan as it relates to this work.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. Standard Clauses and Conditions

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

#### 3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 4. Term of the Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for a period from 01 November 2013 to 31 October 2016.

#### 5. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pet902

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

W0107-13CB448

File No. - N° du dossier

PET-3-39002

CCC No./N° CCC - FMS No/ N° VME

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Deborah Bell  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch Petawawa Office  
Bldg. S-111, 2 ASG Garrison Petawawa, Ontario K8H 2X3

Telephone : 613-687-6655  
Facsimile: 613-687-6656  
Email: debbie.bell@pwgsc.gc.ca

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

## 5.2 DND Site Authority

The DND Site Authority for the Standing Offer is:

Engineering Service Squadron  
Building S-111  
or his designate

The DND Site 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.

## 5.3 Offeror's Representative (BIDDER TO COMPLETE):

Name and telephone number of the person responsible for:

General Enquiries:

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

Delivery Follow-up:

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7. Identified Users

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

- (a) Engineering Service Squadron  
2 ASG Garrison Petawawa

**8. Call-up Procedures**

Call-ups will be issued direct to the Standing Offer holder in accordance with Annex A & B.

**9. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer", or any other agreed to written form or electronic document.

**10. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$15,000.00 (including GST/HST).

**11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013-03-21) General Conditions - Services
- e) Annex A - Specification;
- f) Annex B - Basis of Payment
- g) the Offeror's offer \_\_\_\_\_ (insert date of offer) (If the offer was clarified or amended, insert at the time of issuance of the offer: ", as clarified on \_\_\_\_\_" or ", as amended \_\_\_\_\_". (insert date(s) of clarification(s) or amendment(s) if applicable)

**11. Certifications****11.1 Compliance**

Compliance with the Certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

**12. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in \_\_\_\_\_. (The Standing Offer Authority must insert the name of the province or territory as specified by the Offeror in its offer).

**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.

## 1. Statement of Requirement

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

## 2. Standard Clauses and Conditions

### 2.1 General Conditions

2010C (2013-03-21) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 2.2 SACC Manual Clauses

A9062C Canadian Forces Site Regulations 2010-01-11

## 3. Term of the Contract

### 3.1 Period of the Contract

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

## 4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 5. Payment

### 5.1 Basis of Payment

1. The Basis of Payment attached hereto as Annex "B" shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", Goods and Services Tax or Harmonized Sales Tax (GST/HST) extra, if applicable.

### 5.2 Multiple Payments

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

### 5.3 Payment by Credit Card

Credit cards are not accepted.

OR

The credit card \_\_\_\_\_ is accepted.

**OR**

---

The credit cards \_\_\_\_\_ and \_\_\_\_\_ are accepted.

## 6. Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in the General Conditions - 2010C, General Conditions, Services.

### 6.1 Invoicing Instructions

Only one (1) copy of the invoices is required and must show:

- a) the date;
- b) name and address of the Consignee
- c) DND's purchase order number and the Standing Offer number;
- d) description of the services.

### 6.2 2 ASG Garrison Petawawa Invoices shall be submitted to:

Department of National Defence  
Engineering Service Squadron, Contracts Section  
Building S-111  
2ASG Garrison Petawawa, Ontario K8H 2X3

## 7. Insurance

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## ANNEX A

### Statement of Requirement

#### Electric Motor Servicing

18 Mar 2013

#### 1) Identification

- a) This requirement is for the troubleshooting, repair and or replacement of electric motors along with ancillary devices. All types of AC and DC motors from small to large are included in this requirement.
- b) This requirement is for the repair of electric hand tools both corded and cordless.

#### 2) Standards

- a) Canadian Standards Association (CSA)
- b) Canadian General Standards Board (CGSB)
- c) Underwriters' Laboratories of Canada (ULC)

#### 3) Certifications

- a) Apprenticeship and Certificate Act (ACA)
- b) Electric Motor System Technician 446A

#### 4) Technical Requirement

- a) The contractor shall pick up and return the motors and electrical hand tools from the Engineering Service Squadron at Bldg S-111 2 ASG Garrison Petawawa.
- b) All pick ups shall be completed within 24 hours of request for service. Pick up times shall be between 0800 and 1500 hours daily not including lunch 1200 – 1230 hours.
- c) All repairs shall be carried out by qualified personnel. Any repaired motors shall be tested prior to return. Any changes to any configurations shall be properly identified on the motor and to the site authority in writing.
- d) All replacement motors shall be CSA approved.
- e) No repairs shall be undertaken on any motors where the repairs are estimated to exceed 50% of the replacement cost without prior approval of the site authority.
- f) The technical authority will inform the contractor names of people authorized to request service. Regardless of who is authorized all service requests will be accompanied with written approval and a description of repair requested.

#### 1) Invoicing

- a) The Contractor's invoice will be forwarded to the Technical Authority for each call-up.
- b) The invoice will include the following information;
  - i) Company name and address;

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W0107-13C448/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pet902

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

W0107-13CB448

File No. - N° du dossier

PET-3-39002

CCC No./N° CCC - FMS No/ N° VME

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- ii) CFB Petawawa billing information;
  - iii) Requisition Number;
  - iv) Invoice Number;
  - v) Date;
  - vi) CF942 Call-up Against a Standing Offer, Requisition Number;
  - vii) Site Location for service provided;
  - viii) Description, quantity and type of equipment or service provided;
  - ix) Accurate dates of service provided (i.e.: Mar 21/05 – Apr 02/06);
  - x) Approved rates;
  - xi) Total amount per line item.

## ANNEX "B" BASIS OF PAYMENT

The format of the Pricing shall not be altered except for the provision of the bid price for each item and each year. All prices are to be net prices in Canadian funds including all labour, equipment, materials, Canadian Customs duties, excise taxes and are to be FOB destination(s) indicated, including all delivery charges. GST shall not be included in pricing and shall be shown as a separate item on invoices.

**Estimated usages:** as set out in the RFSO are to allow Canada to evaluate the offers and are only estimates. No estimate contained in this RFSO represents a commitment on behalf of Canada.

**Disbursements:** such as unforeseen work that requires sub-contracting, or the use and provision of tools or equipment not normally included in this type of work, shall be PRE-APPROVED in writing by the Site Authority and charged at cost with no allowance for overheads or profit. Copies of invoices to be provided to the Site Authority.

**Pick-up/Delivery Charges:** charge for the pick-up of motors/electric tools for repair and return of those repaired units shall be a LOT PRICE for the return (2 way) trip. A call for pick-up may be for multiple work orders and/or units. Should the Contractor be requested to return to the base for additional call-ups on the same business day, he shall be entitled to a second pick-up/delivery charge.

**Pricing Period:**

Year 1 - 01 November 2013 to 31 October 2014

Year 2 - 01 November 2014 to 31 October 2015

Year 3 - 01 November 2015 to 31 October 2016

Item	Description	Unit of Issue	Est. Qty. Per year	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3
1	Hourly Rate for Repairs	HR	70			
2	Material at Contractor's cost plus a mark-up of _____%	\$	22,000			
3	Pick-up and delivery charge - LOT PRICE for return trip (2-way)	LOT	40			

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## ANNEX C INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) 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) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Solicitation No. - N° de l'invitation

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(n) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.