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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

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

Annex C Insurance Requirements

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

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| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

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

2. Summary

(i) Requirement

A Regional Individual Standing Offer (RISO) is required for the provision of all labour, parts (shop supplies) and materials required to perform painting, bodywork repairs, sandblast and sodablast for all light and heavy commercial vehicles, Standard Military Pattern (SMP) vehicles and equipment. Contractor must have frame straightening equipment, ability to repair and weld both steel and aluminum frames adequate for light and heavy duty vehicles including but not limited to highway tractors, emergency vehicles, buses, boats, airfield support equipment etc. Contractor must be able to perform fiberglass repairs on but not limited to boat hulls and fire truck tanks etc. All work shall be performed on an as and when requested basis for the Transport and Royal Canadian Electrical and Mechanical Engineering Squadron, 8 Wing CFB Trenton, Ontario.

This requirement contains a Controlled Goods Requirement, as such, bidders must be registered with the Controlled Goods Directorate (CGD) and provide proof of registration at time of bid submission.

It is the intention of Canada to issue one (1) Standing Offer for this requirement.

(iii) Period of the Standing Offer

The period for placing call-ups against the Standing Offer will be from 1 October 2013 to 30 September 2016.

(iv) Trade Agreements

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

- (iv)** offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.
- (v)** "For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO)."

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**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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days
Insert: ninety (90) days

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. 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 with FPS, offerors must provide the information required below before the issuance of a standing offer.

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: 2012-2 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

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) 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.

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

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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 environmental 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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: 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.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

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 II: Certifications

Offerors must submit the certifications required under Part 5.

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.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical 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 Technical Criteria

Each offer received will be examined to determine that it meets the Mandatory Requirements as listed. Offers which fail to meet any of the Mandatory Requirements will be considered non-compliant. The offers which meet the Mandatory Requirements will proceed to Financial Evaluation.

- (a) It is a Mandatory Requirement that only bids submitted on the Request for Standing Offer documents as distributed by the Government Electronic Tendering Service (Buy and Sell) be accepted for evaluation. Pricing will appear in no other area of the Offeror's proposal except in the applicable Pricing Basis.

1.2 Financial Evaluation

- 1.2.1 The price of the bids will be evaluated in Canadian dollars, the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) excluded, FOB Destination for Goods, Customs duties and Excise taxes included.

Prices must not appear in any other area of the proposal except in the financial proposal section. Financial proposal section must be completed in full and must not be altered, or the financial proposal will be considered non-compliant by Canada and will not be further evaluated.

The Bidder's unit prices will be multiplied by the estimated usage to arrive at an extended price. The Evaluated Price is the sum of all the extended prices, including any and all optional periods.

2. Basis of Selection

- 2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. It is the intention of Canada to issue one (1) Standing Offer for this requirement.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. 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 is found to be untrue whether 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 with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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 that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

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 - INSURANCE REQUIREMENTS

1. Insurance Requirements

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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- 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.

Bailee's Customer's Goods Insurance

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

The Bailee's Customer's Goods must include the following:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.

Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by _____ (insert department) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Automobile Liability Insurance

1. The Contractor must obtain 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

There is no security requirement associated with this requirement

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 issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

3.1 General Conditions

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

3.2 Standing Offer Reporting

The successful 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 ordered, including purchases paid for by a Government of Canada Acquisition Card. The data must be aggregated and submitted on a quarterly basis to the Public Works and Government Services Canada (PWGSC) Standing Offer Authority. The reported data must include the data shown at Annex "E".

Quarterly periods are defined as follows:

1st quarter: October 1 to December 31;

2nd quarter: January 1 to March 31;

3rd quarter: April 1 to June 30;

4th quarter: July 1 to September 30.

The reporting cut-off date for each quarter is the last Friday of the third calendar month of the quarter. Goods, services or both provided in the period after that day must be included in the next quarter's report. Electronic reports must be completed and forwarded to the PWGSC Standing Offer Authority no later than 15 calendar days after the end of the quarterly period.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed quarterly reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

4. Term of Standing Offer

4.1 Period of Standing Offer

The period for making Call-ups against the Standing offer is from 1 October 2013 to 30 September 2016.

5. Authorities

5.1 Standing Offer Authority

Name: Chris Emmons

Organization: Public Works and Government Services Canada

Address: 86 Clarence Street, 2nd Floor

Kingston, Ontario K7L 1X3 (K7L 5J5)

Telephone : (613) 545-8083

Facsimile: (613) 545-8067

E-mail: chris.emmons@pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Standing Offer is: (to be included upon issuance of Standing Offer.)

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.

5.3 Offeror's Representative

Name: _____

Telephone: _____

Cellular: _____

Facsimile: _____

Email: _____

6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are:

Transport and Royal Canadian Electrical and Mechanical Engineering Squadron, Department of National Defence, CFB Trenton, Astra, Ontario, Canada

7. Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s).

8. 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"*, telephone, electronic document or specialized approved client orders.

9. Limitation of Call-ups

Individual call-ups against this Standing Offer must not exceed \$12,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

10. Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the Standing Offer
- (c) General conditions 2005 - Standing Offers - Goods or Services (2012-11-19)
- (d) Annex "A", Specifications
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Security Requirements Check List
- (g) Annex "D", Insurance Requirements
- (h) Annex "E", Standing Offer Reporting Form
- (i) the Offeror's offer dated _____

11. Certifications

11.1 Compliance

Compliance with the Certifications 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 or that 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 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.

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

2029 (2013-04-25) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

3. Term of Contract

3.1 Delivery Date

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

4. Payment

4.1 Basis of Payment

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

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Method of Payment

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

5. Invoicing Instructions

5.5.1 Invoice must show vehicles license or unit number, purchase order number, vehicle mileage, number of labour hours, unit prices and corresponding discount, if applicable.

5.5.2 Parts and Labour time for each procedure must be shown separate on every invoice.

5.5.3 Service procedures and repair procedures must be shown on separate invoices.

5.5.4 Description of work completed showing number of hours, list of replacement parts, unit price and corresponding discount, if applicable.

5.5.5 Invoices shall be received when vehicle or component is completed or forwarded to the address on page one (1) of the resulting Standing Offer.

6. Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7. SACC Manual clause G1005C (2008-05-12) - Insurance

8. 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 Contract. Compliance with the insurance requirements will not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible to decide if additional insurance coverage is necessary to fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage will be 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 including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

(G1001C Dated 2007-05-25)

8.1 Commercial General Liability Insurance

1. Commercial General Liability insurance shall be effected by the Contractor and maintained in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but, in any case, for a limit of liability NOT LESS THAN \$2,000,000.00 per accident or occurrence and in the annual aggregate.

2. The following endorsements must be included:

(a) Additional Insured: Canada is included as an additional insured, but only with respect to liabilities that may arise from the Contractor's own negligence in the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by various Federal Government Agencies and Departments and/or Public Works and Government Services Canada.

(b) Notice of Cancellation or Amendment: The Insurer agrees to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(c) Cross Liability: Without increasing the limit of liability, the policy shall protect all insured parties to the full extent of coverage provided. Further, the policy shall apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(d) Contractual Liability: The policy shall, on a blanket basis or by specific reference to this Contract, extend to assumed liabilities with respect to contractual insurance provisions.

(e) Contingent Employer's Liability: To protect the Contractor for liabilities arising in the management and administration of statutory and contractual entitlements of its employees.

(f) Employees and (where applicable) Volunteers as Additional Insured: All employees and (where applicable) volunteers, on behalf of the Contractor, shall be included as additional insured.

(g) Voluntary Medical Payments, \$5,000.00 per person, \$25,000.00 per accident: To provide for expenses incurred in instances of minor accidental bodily injuries without determination of liability.

(h) Non-owned Automobile: To protect the Contractor for liabilities arising by its use of vehicles owned by other parties.

(G2001D Dated, 2005-06-10)

9. Worker's Compensation

All persons performing the work are to be covered under the applicable worker's compensation legislation provided for the benefit of injured employees.

10. Trade Specification

All work shall be performed by experienced, skilled trades persons, or registered apprentices, who hold a valid Certificate of Qualification of their trade, or registration as an apprentice in their trade, that permits them to work in that trade, in the Province of Ontario.

11. Workplace Hazardous Materials Information System

The Contractor is responsible for providing their employees with basic information on the Workplace Hazardous Materials Information System (WHMIS).

ANNEX "A"**STATEMENT OF WORK****PAINT AND VEHICLE BODY REPAIR**

The Contractor must supply all labour, parts and materials required to perform bodywork repair, paint, sandblast and sodablast for all light and heavy commercial vehicles, Standard Military Pattern (SMP) vehicles and equipment. Contractor must also have frame straightening equipment with capability for heavy truck repair, ability to repair and weld both steel and aluminum frames and a paint booth adequate for light and heavy-duty vehicles including, but not limited to, highway tractors, emergency vehicles, buses, boats and airfield support equipment. Contractor must be able to perform fibreglass repairs on but not limited to boat hulls, buses and fire truck tanks. All work shall be performed on an as and when required basis for the Transport and Royal Canadian Electrical and Mechanical Engineering Squadron (Tn/RCEME Sqn) in direct support of 8 Wing CFB Trenton.

1. All Standard Military Pattern Vehicles will be painted with paint provided by the Department of National Defence (DND). The supplied paint will be listed as a Controlled Good, under the DND Controlled Goods Directorate. Bidders must be registered under the Controlled Goods Directorate at the time of bid submission. Information on registration is available at the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/apropos-about/inscrptn-rgstrtn-eng.html>
2. Contractor must be certified to use Chemical Agent Resistant Coating (CARC) Paint and certification must be provided at the time of bid submission.
3. All maintenance, inspection and repair work is to be performed by licensed mechanics, or apprentice mechanics under the direct supervision of a licensed mechanic.
4. Repairs will be performed on site at the Contractor's facility.
5. The work provided under the contract shall be subject to inspection and accepted by the consignee.
6. When required, various types of vehicles may have to be transported or towed from our location to the Contractor's facility. Within a 30 minute radius, EME Flight, 8 Wing/CFB Trenton may transport or

tow vehicles to and from Contractor's facility or Contractor may have to provide this service. Outside the 30 minute radius, Contractor will be responsible for the cost of transport or towing of vehicles to and from their facility as well as the fuel costs for this service.

7. Where a cost estimate has been submitted and accepted by the Site Authority, full completed work or services will be performed or provided at a cost no greater than 110% of such estimate.

8. All non-urgent repairs are to be completed within five (5) work days of receipt of vehicle or equipment. All urgent repairs are to be completed within three (3) days of receipt of vehicle or equipment.

9. Catalogues/Price Lists are to be made available upon request of consignee.

10. Contractor may not substitute OEM parts without the express consent of consignee.

11. Consent of the Consignee is required prior to work performed additional to repair requirements listed on Call-up.

1. Invoice must show vehicles license or unit number, purchase order number, vehicle mileage, description of work completed, number of labour hours, unit prices, list of replacement parts and corresponding discount, if applicable.

2. Parts and Labour time for each procedure must be shown separate on every invoice.

3. Service procedures and repair procedures must be shown on separate invoices.

4. Invoices shall be received when vehicle or component is completed or forwarded to the address on page one (1) of the resulting RISO.

ANNEX "B"**BASIS OF PAYMENT**

The Bidder must provide pricing for all items. The format of the Pricing shall not be altered except for the addition of numbers in all of the blank spaces. Pricing must not be indexed to any currency exchange rates or commercial index. All prices are to be net prices in Canadian funds including Canadian Customs duties, excise taxes, and are to be FOB destination indicated, including all delivery charges. GST must not be included in pricing and shall be shown as a separate item on invoices.

1.0 Pricing Period - Year One - 1 October 2013 to 30 September 2014PRICING BASIS "A1": Light and Heavy Commercial Vehicles:

Firm hourly rate for bodywork repairs, sandblast and painting of light and heavy commercial vehicles. This rate will apply to all non Standard Military Pattern Vehicles (SMP). (All materials, including parts and paint will be included in Price Basis "C" below).

Firm hourly rate: \$_____ per hour for an estimated 210 hours:

\$_____

PRICING BASIS "B1": Standard Military Pattern (SMP)

Firm hourly rate for bodywork repairs, sandblast and painting of all SMP vehicles. The hourly rate will not include a cost for paint, as all paint will be provided by the Department of National Defence, as detailed herein. (All materials, including part, will be included in Pricing Basis "C" below)

Firm hourly rate: \$_____ per hour for an estimated 210 hours:

\$_____

PRICING BASIS "C1": Extra Material Expenditures

Solicitation No. - N° de l'invitation

W0125-145073/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin900

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

W0125-14-5073

File No. - N° du dossier

KIN-3-40079

CCC No./N° CCC - FMS No/ N° VME

Material and Replacement parts and all other like or associated items including paint as described in the Statement of Requirement, which are not free issue and not available through other Standing Offers will be supplied at the contractors cost plus a mark-up which is to include all of the contractors costs. HST extra.

Mark up: _____% for an estimated usage of \$13,000.00:

\$ _____

Total aggregate value for Year One (A1 + B1+ C1) : \$ _____

2.0 Pricing Period - Year Two - 1 October 2014 to 30 September 2015

PRICING BASIS "A2": Light and Heavy Commercial Vehicles:

Firm hourly rate for bodywork repairs, sandblast and painting of light and heavy commercial vehicles. This rate will apply to all non Standard Military Pattern Vehicles (SMP). (All materials, including parts and paint will be included in Price Basis "C" below).

Firm hourly rate: \$ _____ per hour for an estimated 210 hours:

\$ _____

PRICING BASIS "B2": Standard Military Pattern (SMP)

Firm hourly rate for bodywork repairs, sandblast and painting of all SMP vehicles. The hourly rate will not include a cost for paint, as all paint will be provided by the Department of National Defence, as detailed herein. (All materials, including part, will be included in Pricing Basis "C" below)

Firm hourly rate: \$ _____ per hour for an estimated 210 hours:

\$ _____

PRICING BASIS "C2": Extra Material Expenditures

Material and Replacement parts and all other like or associated items including paint as described in the Statement of Requirement, which are not free issue and not available through other Standing Offers will be supplied at the contractors cost plus a mark-up which is to include all of the contractors costs. HST extra.

Mark up: _____% for an estimated usage of \$13,000.00:

\$ _____

Solicitation No. - N° de l'invitation

W0125-145073/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin900

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

W0125-14-5073

File No. - N° du dossier

KIN-3-40079

CCC No./N° CCC - FMS No/ N° VME

Total aggregate value for Year Two (Optional) (A2 + B2 + C2) : \$ _____

3.0 Pricing Period - Year Three - 1 October 2015 to 30 September 2016

PRICING BASIS "A3": Light and Heavy Commercial Vehicles:

Firm hourly rate for bodywork repairs, sandblast and painting of light and heavy commercial vehicles. This rate will apply to all non Standard Military Pattern Vehicles (SMP). (All materials, including parts and paint will be included in Price Basis "C" below).

Firm hourly rate: \$ _____ per hour for an estimated 210 hours:

\$ _____

PRICING BASIS "B3": Standard Military Pattern (SMP)

Firm hourly rate for bodywork repairs, sandblast and painting of all SMP vehicles. The hourly rate will not include a cost for paint, as all paint will be provided by the Department of National Defence, as detailed herein. (All materials, including part, will be included in Pricing Basis "C" below)

Firm hourly rate: \$ _____ per hour for an estimated 210 hours:

\$ _____

PRICING BASIS "C3": Extra Material Expenditures

Material and Replacement parts and all other like or associated items including paint as described in the Statement of Requirement, which are not free issue and not available through other Standing Offers will be supplied at the contractors cost plus a mark-up which is to include all of the contractors costs. HST extra.

Mark up: _____ % for an estimated usage of \$13,000.00:

\$ _____

Solicitation No. - N° de l'invitation

W0125-145073/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin900

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

W0125-14-5073

File No. - N° du dossier

KIN-3-40079

CCC No./N° CCC - FMS No/ N° VME

Total aggregate value for Year Three (Optional) (A3 + B3 +C3) : \$_____

ANNEX "C"

Chemical Agent Resistant Coating (CARC) System

1. Scope

1.1. This document outlines the procedures to be followed in order to paint surfaces with a CARC system. Work shall be performed in accordance with specification MIL-DTL-53072 (Latest Edition).

2. Acronyms

CARC Chemical Agent Resistant Coating
 CF Canadian Forces
 DGLEPM Director General of Land Equipment Program Management
 LCMM Life Cycle Materiel Manager
 DCDS Deputy Chief of the Defence Staff
 NBC Nuclear, Biological and Chemical
 SSPC Steel Structure Painting Council

3. Applicable Documents

DOD-P-15328	Primer (Wash), Pre-treatment (Formula 1 17 For Metals) (Metric)
FED-STD-595B	US Federal Standard-Colors Used in Government Procurement
MIL-DTL-53072	Chemical Agent Resistant Coating (CARC) Application Procedures and Quality Control Inspection
MIL-DTL-64159	Coating, Water Dispersible Aliphatic Polyurethane, Chemical Agent Resistant
MIL-DTL-53022	Primer, Epoxy Coating, Corrosion Inhibiting, Lead and Chromate Free
MIL-PRF-22750	Performance Specification, Coating, Epoxy, High Solids.
TT-C-490	Chemical Conversion Coatings and Pretreatments for Ferrous Surfaces (Base for Organic Coatings)

4. Requirements

4.1. A CARC system shall be applied on the surfaces in conformance with the following:

4.1.1. Cleaning

4.1.1.1. Cleaning shall be done immediately before surface preparation. Prior to surface preparation, all surfaces shall be freed of soil impurities or corrosion such as grease, oil, welding flux, scale or other foreign matter that may interfere with surface preparation, treatment or coating. For this purpose use a hot alkaline cleaning by immersion, spray or vapour process.

4.1.1.2. For metal parts surface preparation, perform a mechanical or abrasive cleaning to a white metal SSPC-SP-5 surface finish imparting a profile of 13 microns. For nonmetallic parts surface preparation, perform a scuffing of the surface with a 180 grit sand paper.

4.1.1.3. Precautions shall be taken to ensure that surfaces remain clean and **dry** until they are treated or painted.

4.1.2. Surface treatment

4.1.2.1. Metal components shall receive an organic pre-treatment coating meeting the requirements of specification TT-C-490 type **111** (DOD-P-15328).

4.1.3. Primer

4.1.3.1. A primer coating meeting the requirements of specification MIL-DTL-53022 (latest edition) type 11, Epoxy Coating, or specification MIL-DTL-53030 (latest edition) Water Reducible Epoxy Coating shall be applied.

4.1.4. Topcoat

4.1.4.1. Exterior surfaces. A polyurethane topcoat meeting the requirements of specification MIL-DTL-64159 type **I1** (latest edition), colour 34094 (flat green) as per standard FED-STD-595B shall be applied.

4.1.4.2. Interior surfaces. An epoxy topcoat meeting the requirements of specification MILPRF- 22750 (latest edition), colour 17925 (gloss white) as per standard FED-STD- 595B shall be applied.

4.1.5. Selection of Materials

4.1.5.1. Materials used shall be selected from the applicable qualified products list and shall be applied as per manufacturers' instructions in order to meet MIL-DTL-53072 (latest edition). Materials used shall be reported in electronic format to the project/contract Technical Authority for CF configuration, health, and safety purposes after acceptance of First Article Test Report.

4.1.6. Other

4.1.6.1 In any instance where the CARC system specified herein interferes with the design features of specific components that are key to the operation of the equipment, it is the manufacturer's responsibility to identify and propose a suitable alternative coating system having high chemical agent resistance and corrosion protection properties. The identified alternative coating system, if endorsed by the DGLEPM coating LCMM, shall be used only upon receiving DCDS approval to waive the NBC hardening policy. The approved alternative coating system material shall be reported to the project/contract technical authority for CF configuration, health and safety purposes.