

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
#910, 410-22nd Street East  
Saskatoon  
Sask.  
S7K 5T6  
Bid Fax: (306) 975-5397

**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/Réception  
des soumissions Travaux publics et Services  
gouvernementaux Canada  
#910, 410 - 22nd Street East  
Saskatoon  
Sask.  
S7K 5T6

|  |  |
|--|--|
| <b>Title - Sujet</b><br>Auto Glass Services  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W0142-14X038/A   | <b>Date</b><br>2013-09-25                                      |
| <b>Client Reference No. - N° de référence du client</b><br>W0142-14X038  | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$STN-191-4631 |
| <b>File No. - N° de dossier</b><br>STN-3-36023 (191)   | <b>CCC No./N° CCC - FMS No./N° VME</b>                         |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2013-11-05</b>   |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Central Standard Time<br>CST  |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Gerstmar, Denise  | <b>Buyer Id - Id de l'acheteur</b><br>stn191                   |
| <b>Telephone No. - N° de téléphone</b><br>(306)975-8912 ( )  | <b>FAX No. - N° de FAX</b><br>(306)975-5397                    |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Canadian Forces Base Suffield<br>Base Maintenance, Building 312<br>Ralston AB T0J 2N0 |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>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><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <br><br><br><br><br><br><br><br><br><br>   |  |
| <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><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b><br><b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                              |

---

This Standing Offer will not be for deliveries of goods or services in a CLCA or PSAB area. The RFSO description of goods and services clearly states that the SO is not for deliveries of goods or services in a CLCA area.

## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-up Instrument
9. Limitation of Call-ups
10. Priority of Documents
11. Certifications
12. Applicable Laws

### **B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance Requirements
8. *SACC Manual* Clauses

#### **List of Annexes:**

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Insurance Requirements
- Annex D - Standing Offer Usage Report

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

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

### 2. Summary

To repair, replace and provide various types of automotive glass in order to promote quick repairs for the Department of National Defence, Canadian Forces Base Suffield, Ralston AB.

All work must be done in accordance with Annex A - Statement of Work, as and when requested during the period of the standing offer from the date of award to 30 November 2014 with an option to extend for two (2) additional one (1) year option years.

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

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).

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada Chile Free Trade Agreement (CCFTA), and the Canada Peru Free Trade Agreement (CPFTA).

This Standing Offer will not be for deliveries of goods or services in a CLCA or PSAB area. The RFSO description of goods and services clearly states that the SO is not for deliveries of goods or services in a CLCA area.

### 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (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: one hundred and twenty (120) days

#### 1.1 SACC Manual Clauses

|        |                         |            |
|--------|-------------------------|------------|
| M0222T | Evaluation of Price     | 2013-04-25 |
| M0019T | Firm Price and/or Rates | 2007-05-25 |

### 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 Saskatchewan.

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 (one (1) hard copies)  
 Section II: Financial Offer (one (1) hard copies)  
 Section III: Certifications (one (1) hard copies)

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 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 III: 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 Financial Evaluation**

Offers will be assessed and accepted on a low aggregate basis. Low aggregate will be determined by extending and totaling the prices per call for Year One (1), Option Year One (1) and Option Year Two (2)

[Item A.1.a.i Technician x 25hours] + [Item A.1.a.i Helper/Apprentice x 25hours] + [Item A.1.a.ii Technician x 25hours] + [Item A.1.a.ii Helper/Apprentice x 25hours] + [Item A.1.b.i x 5trips] + Item A.1.b.ii x 2trips]+ Item A.1.b.iii x 1trip] + [Item A.1.c.II x 30 square feet] + [Item A.1.c.III x 30 square feet] + [Item A.1.c.IV x 20chip repairs] + [Item A.1.c.V x 4 hours/unit] + [Item A.1.c.VI x 4 hours/unit] + [Item A.1.c.VII x 15kits] + [Item B.1.a.i Technician x 25hours] + [Item B.1.a.i Helper/Apprentice x 25hours] + [Item B.1.a.ii Technician x 25hours] + [Item B.1.a.ii Helper/Apprentice x 25hours] + [Item B.1.b.i x 5trips] + Item B.1.b.ii x 2trips]+ Item B.1.b.iii x 1trip] + [Item B.1.c.II x 30 square feet] + [Item B.1.c.III x 30 square feet] + [Item B.1.c.IV x 20chip repairs] + [Item B.1.c.V x 4 hours/unit] + [Item B.1.c.VI x 4 hours/unit] + [Item B.1.c.VII x 15kits] + [Item C.1.a.i Technician x 25hours] + [Item C.1.a.i Helper/Apprentice x 25hours] + [Item C.1.a.ii Technician x 25hours] + [Item C.1.a.ii Helper/Apprentice x 25hours] + [Item C.1.b.i x 5trips] + Item C.1.b.ii x 2trips]+ Item C.1.b.iii x 1trip] + [Item C.1.c.II x 30 square feet] + [Item C.1.c.III x 30 square feet] + [Item C.1.c.IV x 20chip repairs] + [Item C.1.c.V x 4 hours/unit] + [Item C.1.c.VI x 4 hours/unit] + [Item C.1.c.VII x 15kits] = Lowest Evaluated Bid

## 2. Basis of Selection

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

## 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 (2013-06-01). 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](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.

### 2. Additional Certifications Precedent to Issuance of a 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.

---

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. Security Requirement

There is no security requirement applicable to this Standing Offer.

#### 3. Standard Clauses and Conditions

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

##### 3.1 General Conditions

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

##### 3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than twenty (20) calendar days after the end of the reporting period.

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer to 30 November 2014.

Solicitation No. - N° de l'invitation

W0142-14X038/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

stn191

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

W0142-14X038

File No. - N° du dossier

STN-3-36023

CCC No./N° CCC - FMS No/ N° VME

---

#### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods, from 01 December 2014 to 30 November 2015 and 01 December 2015 to 30 November 2016 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **5. Authorities**

#### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Denise Gerstmar  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western  
Address: 910 - 410 22nd Street East, Saskatoon SK S7K 5T6  
  
Telephone: 306-975-8912  
Facsimile: 306-975-5397  
E-mail address: denise.gerstmar@pwgsc-tpsgc.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 identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

#### **5.3 Offeror's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
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: The Department of National Defence - Canadian Forces Base Suffield.

## 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, or an electronic version.

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes 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 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 - Services (Medium Complexity) (2013-06-27);
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance;
- (h) Annex D, Standing Offer Useage Report;
- (i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## 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 term 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, Canada 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, and the relations between the parties determined, by the laws in force in Saskatchewan.

**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 Work**

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 (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 - Interest on Overdue Accounts, of 2010C (2013-06-27), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

**3. Term of 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**

See Annex B - Basis of Payment

**5.2 Limitation of Price**

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

**5.3 Multiple Payments**

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

**5.4 SACC Manual Clauses**

A9117C - T1204 - Direct Request by Customer Department

2007-11-30

C2000C - Taxes - Foreign-based Contractor

2007-11-30

**5.5 Payment by Credit Card**

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

**6. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

## 8. SACC Manual Clauses

|   |            |
|---|------------|
| A9006C - Defence Contract                     | 2012-07-16 |
| A9062C - Canadian Forces Site Regulations     | 2011-05-16 |
| C0710C - Time and Contract Price Verification | 2007-11-30 |

---

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1.0 SCOPE**

##### **1.1 Identification**

This Statement of Work (SOW) identifies the work to be performed in the replacement and maintenance of AS1 certified and other types of Automotive Glass in support of the various automobile holdings at CFB Suffield. Support includes but is not limited to the repair, replacement and the provision of all necessary mouldings, adhesives and sealants required for repairing and installing various types of automotive glass.

##### **1.2 Background**

CFB Suffield holds a wide range of vehicular assets ranging from Standard Commercial Vehicles (SCP), Special Purpose Vehicles (SPV) and Standard Military Pattern (SMP) vehicles both from Canada and the United Kingdom, all of which may require periodic repair or replacement of the various types of automotive glass i.e. tempered glass, or laminated safety glass etc.

##### **1.3 Aim or Objective**

To obtain a Standing Offer for the repair, replacement and provision of various types of automotive glass in order to promote the expedient repair of our holdings whilst reducing the strain on the repair staff at CFB Suffield during peak periods and heightened activity. Request a 1 year firm contract with 2 one year options to extend the SOA. Requests will be on an as and when required basis using a call up to the SOA.

##### **1.4 Tasks**

The contractor must provide glass repair and or replacement to all types of automotive applications including the provision of all mouldings, adhesives and sealants required to facilitate the requested service in support of CFB Suffield's holdings. The type of work to be conducted will be directed by the Technical Authority (TA) in writing on a Call up, 942 initiated by, in this case the Base Maintenance Officer, or Contracts Services Specialist. Tasks to include but are not limited to the following:

1. All maintenance and repair work is to be performed by qualified technicians or apprentices under direct supervision of a qualified technician that is qualified for the type of repair being conducted. A copy of this certification is to be supplied to DND upon the request of the Technical Authority;
2. As most of the equipment needing repair or service may be required in support of operations, the Contractor must respond to a call up within 48 hours. The actual work must be initiated and completed within 5 working days or within a mutually agreed upon timeline;
3. The Contractor must provide all labour, tools, safety equipment, training, transportation and supervision necessary to perform maintenance, repairs and or modifications, utilizing Department of Transport (DOT) approved materials for all repairs unless otherwise approved in writing by the Technical Authority as above;
4. The Contractor must be able to perform repairs both at the Contractor's location and on-site on a call out basis. All expenses incurred for the transportation of the assets requiring service to and from the Contractor's facility will be the responsibility of the Technical Authority unless outside the 60km area surrounding CFB Suffield;
5. The Contractor must perform repairs and or replacement of automotive glass both provided and or supplied with all the necessary adhesives, mouldings and sealants. The provision of an estimate/quote must be provided when and as requested for in support of the various repairs; and
6. The Contractor must repair all faults as diagnosed/directed by CFB Suffield technicians through the Technical Authority;

## 1.5 Constraints

Prior to conducting any work on Base property the contractor will be provided a one time Base General Safety Brief of which will be arranged by the technical authority. Contractors requiring access to the Range and Training Area, will be provided an annual Range Safety brief of which will be arranged through the technical authority on an as and when required basis.

The technical authority for the requested work is the Base Maintenance Officer, or the Contract Services Specialist. Only those two positions have the authority to enter into an agreement/arrangement or provide information in accordance with billing/payments. The above positions are also the specialists in providing the acceptance for the work that was carried out and can certify payment for services rendered.

## 2.0 Deliverables

The Contractor must provide a detailed list/breakdown of all parts, labour, materials, supplies and narrative of what work was carried out on the invoice. The processing of all work requests will be as follows:

1. The Tech Authority will submit a work ticket to the contractor and request a quote for each piece of equipment requiring work. The request for quote will identify, the problem, what work is requested, and identify the item to be quoted on, make model, etc. Pickup or delivery info will be provided on the request for quote.
2. The contractor will provide a quote for the service, prior to any repairs being done, to the Tech Authority, quoting the work order number.
3. When the tech authority is satisfied with the quote, he will raise a call up for the work to be done.
4. Contractor will complete the work as per the call up and terms of the SOA. Should there be additional damage or work required, as noted during the repair process, the contractor will first provide amended quote and information to the tech authority prior to continuing the work.
5. The Tech authority will then decide whether to continue with repairs or not. If work is approved, and amended call up will be issued, if the work is not to be carried out the call up will be amended to reflect the cost incurred to date, and work completed as is.
6. Once the call up work is completed the contractor will return item and invoice as per terms of the SOA, quoting the call up number on the invoice.

## 3.0 Acceptance

Once the technical authority is satisfied that the work completed was in accordance with the requested service, invoices will be processed.

## 4.0 Basis of Payment

Basis of payment as per ANNEX B.

## 5.0 Warranty

The Contractor must provide at a minimum, of 90 days on all parts and labour at 100%.

## 6.0 Language

All work including tasks and deliverables will be completed in the English language, spoken and written.

## ANNEX "B" BASIS OF PAYMENT

FOB - Destination

GST to be excluded from the prices shown herein.

GST will be added as a separate item on the invoice.

### A. Years 1 - From Date of Issuance of Standing Offer to 30 November 2014

|    | Description  | Firm Price                        |
|----|--|-----------------------------------|
| 1. | Labour Direct or Productive for Personnel used exclusively in work as follows:   |                                   |
| a) | Shop Rate  | Technician      Helper/Apprentice |
|    | i) Regular Working Hours<br>(Mon - Fri: 8 am - 5 pm)   | \$ _____ hour    \$ _____ hour    |
|    | ii) Outside Regular Working Hours<br>(Mon - Fri, Weekends & Stat Holidays)   | \$ _____ hour    \$ _____ hour    |
| b) | Mobile Services Lump Sum Price for the service call to include one round trip from place of business to CFB Suffield, Ralston AB as requested to perform work including mileage and driving time to and from the job site, maximum of 120 km round trip. |                                   |
|    | i) During Regular Working Hours<br>(Monday through Friday)   | \$ _____ trip                     |
|    | ii) Outside Normal Working Hours<br>(Monday through Friday)  | \$ _____ trip                     |
|    | iii) Outside Regular Working Hours<br>(Weekends and Statutory Holidays)  | \$ _____ trip                     |
| c) | Automotive/Misc Glass & Installation   |                                   |
|    | I) Windshields (AS1 Laminated)   | List Less _____ %                 |
|    | II) Safety Glass   | \$ _____ per Sq Ft                |
|    | III) Lexan   | \$ _____ per Sq Ft                |
|    | IV) Chip repair  | \$ _____ per repair               |
|    | v) Installation (glue in)  | \$ _____ per hour/unit            |
|    | vi) Installation (rubber molding w/lock)   | \$ _____ per hour/unit            |
|    | vii) Sealant (urethane)  | \$ _____ per kit                  |

2. Material and replacement parts (except free issue) at list price (which includes invoice cost, Transportation costs, Exchange, Customs and brokerage charges) less \_\_\_\_\_ % (which includes purchasing expenses, internal handling, G & A expenses and profit) excluding sales tax. Sales tax to be shown as a separate item.

### B. Option Year 1 - 01 December 2014 to 30 November 2015:

|    | Description  | Firm Price                        |
|----|--|-----------------------------------|
| 1. | Labour Direct or Productive for Personnel used exclusively in work as follows:   |                                   |
| a) | Shop Rate  | Technician      Helper/Apprentice |
|    | i) Regular Working Hours<br>(Mon - Fri: 8 am - 5 pm)   | \$ _____ hour    \$ _____ hour    |
|    | ii) Outside Regular Working Hours<br>(Mon - Fri, Weekends & Stat Holidays)   | \$ _____ hour    \$ _____ hour    |
| b) | Mobile Services Lump Sum Price for the service call to include one round trip from place of business to CFB Suffield, Ralston AB as requested to perform work including mileage and driving time to and from the job site, maximum of 120 km round trip. |                                   |
|    | i) During Regular Working Hours<br>(Monday through Friday)   | \$ _____ trip                     |
|    | ii) Outside Normal Working Hours<br>(Monday through Friday)  | \$ _____ trip                     |
|    | iii) Outside Regular Working Hours<br>(Weekends and Statutory Holidays)  | \$ _____ trip                     |
| c) | Automotive/Misc Glass & Installation   |                                   |
|    | I) Windshields (AS1 Laminated)   | List Less _____ %                 |
|    | II) Safety Glass   | \$ _____ per Sq Ft                |
|    | III) Lexan   | \$ _____ per Sq Ft                |
|    | Iv) Chip repair  | \$ _____ per repair               |
|    | v) Installation (glue in)  | \$ _____ per hour/unit            |
|    | vi) Installation (rubber molding w/lock)   | \$ _____ per hour/unit            |
|    | vii) Sealant (urethane)  | \$ _____ per kit                  |

2. Material and replacement parts (except free issue) at list price (which includes invoice cost, Transportation costs, Exchange, Customs and brokerage charges) less \_\_\_\_\_ % (which includes

purchasing expenses, internal handling, G & A expenses and profit) excluding sales tax. Sales tax to be shown as a separate item.

### C. Option Year 2 - 01 December 2015 to 30 November 2016:

|      | Description  | Firm Price                        |
|------|--|-----------------------------------|
| 1.   | Labour Direct or Productive for Personnel used exclusively in work as follows:   |                                   |
| a)   | Shop Rate  | Technician      Helper/Apprentice |
| i)   | Regular Working Hours<br>(Mon - Fri: 8 am - 5 pm)  | \$ _____ hour    \$ _____ hour    |
| ii)  | Outside Regular Working Hours<br>(Mon - Fri, Weekends & Stat Holidays)   | \$ _____ hour    \$ _____ hour    |
| b)   | Mobile Services Lump Sum Price for the service call to include one round trip from place of business to CFB Suffield, Ralston AB as requested to perform work including mileage and driving time to and from the job site, maximum of 120 km round trip. |                                   |
| i)   | During Regular Working Hours<br>(Monday through Friday)  | \$ _____ trip                     |
| ii)  | Outside Normal Working Hours<br>(Monday through Friday)  | \$ _____ trip                     |
| iii) | Outside Regular Working Hours<br>(Weekends and Statutory Holidays)   | \$ _____ trip                     |
| c)   | Automotive/Misc Glass & Installation   |                                   |
| I)   | Windshields (AS1 Laminated)  | List Less _____ %                 |
| II)  | Safety Glass   | \$ _____ per Sq Ft                |
| III) | Lexan  | \$ _____ per Sq Ft                |
| IV)  | Chip repair  | \$ _____ per repair               |
| v)   | Installation (glue in)   | \$ _____ per hour/unit            |
| vi)  | Installation (rubber molding w/lock)   | \$ _____ per hour/unit            |
| vii) | Sealant (urethane)   | \$ _____ per kit                  |

2. Material and replacement parts (except free issue) at list price (which includes invoice cost, Transportation costs, Exchange, Customs and brokerage charges) less \_\_\_\_\_ % (which includes purchasing expenses, internal handling, G & A expenses and profit) excluding sales tax. Sales tax to be shown as a separate item.

---

## ANNEX C 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.

