

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

Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

**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**  
TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> CARROSSERIE	
<b>Solicitation No. - N° de l'invitation</b> E6QUE-120003/B	<b>Date</b> 2014-02-04
<b>Client Reference No. - N° de référence du client</b> E6QUE-12-0003	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCL-028-15819
<b>File No. - N° de dossier</b> QCL-2-35636 (028)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-03-03</b>	
<b>Time Zone</b> Fuseau horaire Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> Voir Doc.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Roy, Josée	<b>Buyer Id - Id de l'acheteur</b> qcl028
<b>Telephone No. - N° de téléphone</b> (418)649-2932 ( )	<b>FAX No. - N° de FAX</b> (418)648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Voir énoncé des travaux (Annexe A) See Statement of Work (Annex A)	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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This bid solicitation cancels and supersedes previous bid solicitation number E6QUE-120003/A dated 2013-12-05 with a closing of 2014-02-03 at 02:00 PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial Requirements; 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, Insurance Requirements and Periodic Usage Report

### 2. Summary

#### (i) Objective :

Provide the following services as and when required:

- a) Repair motor vehicle bodies (including sand blasting, welding, body work and fibreglass work);
- b) Repair accident-damaged vehicles (mechanical repairs);
- c) Paint accident-damaged motor vehicle bodies;
- d) Provide towing service for the return of vehicles that are not in running order; and
- e) Provide return transportation services for vehicles that are in running order.

#### (ii) Identified Users

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

- 1- the **Department of National Defence (MDN), Valcartier Garrison, Quebec;**and
- 2- **Defence Research and Development Canada, Valcartier, Quebec .**

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**(ii) Period of the Standing Offer**

The period for making call-ups against the Standing Offer is **from the date of the standing offer to January 31, 2016, inclusive.**

**Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **two additional one year period, from 1st February 2016 to 31st January 2017 and from 1st February 2017 to 31 January 2018**, 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.

**(iii) Other information**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), to the World Trade Organization Agreement on Government Procurement and to the Agreement on Internal Trade (AIT).

**(iv) Code of Conduct and Certifications - Standing Offer**

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

**(v) Former Public Servant**

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.

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## 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 twenty(120) 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 with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- 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 Reduction Program

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

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

- 
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

#### 4. Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Quebec.

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: Financial Offer (1 hard copy)

Section II: 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: 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, if applicable.

#### Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

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

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

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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 Financial Evaluation

#### 1.1.1 Mandatory Financial Criteria

- a. Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of applicable Taxes must be shown separately, if applicable.
- b. The mark-up percentage of the Bidder's cost price, as indicated at item 3 of Annex B, must not exceed the average of the mark-up percentages of all offerors by more than 10%. Bidders whose cost price is adjusted by more than 10%, for this item, will be declared non-responsive.

EXAMPLE	Offeror 1	Offeror 2	Offeror 3	Average
Mark-up % of the cost price	8%	13%	27%	16% ((8 + 13 + 27 ) / 3)
Result	Responsive bid	Responsive bid	Non-responsive bid because % is greater than 26% (Average + 10% = 16% + 10%)	N/A

#### 1.1.2 Financial Evaluation

The bid price will be evaluated in Canadian dollars, not including applicable taxes, FOB Destination, including Canadian customs duties and excise taxes.

The bid price will be calculated by determining a total evaluation amount. The evaluation amount will be calculated as follows:

**Transportation costs:** Approximate number of return trips, multiplied by the firm unit price per trip submitted by the offeror;

+

**For firm hourly rates:** The approximate number of hours of labour, multiplied by the firm hourly rate submitted by the offeror.

**= Evaluation amount for one period**

Refer to the table below as an example of the calculation of the total evaluation amount. Note that the rates shown in the table are fictitious rates given as examples only.

**Example of financial evaluation table for the term of the Standing Offer :**

A Description	B Approximate quantity	C Rate or Price submitted by offeror 1	D Evaluation amount for offeror 1	E Rate or Price submitted by offeror 2	F Evaluation amount for offeror 2
<b>Award to 31 January 2016</b>					
One-way trip (pick-up) for vehicles pulled by a tow truck.	15 trips	100.00\$ / pick-up	1,500.00\$ D= BXC	300.00\$ / pick-up	4,500.00\$ F= BXE
Return trip (delivery) for vehicles pulled by a tow truck.	15 trips	100.00\$ / delivery	1,500.00\$ D= BXC	300.00\$ / delivery	4,500.00\$ F= BXE
One-way trip (pick-up) for roadworthy vehicles.	50 trips	50.00\$ / pick-up	2,500.00\$ D= BXC	100.00\$ / pick-up	5,000.00\$ F= BXE
Return trip (delivery) for roadworthy vehicles.	50 trips	50.00\$ / delivery	2,500.00\$ D= BXC	100.00\$ / delivery	5,000.00\$ F= BXE
Labour	\$3 000 hours	40.00\$ / hour	120 000.00\$ D= BXC	60.00\$ / hour	180 000.00\$ F= BXE
<b>SUB-TOTAL</b>	-	-	<b>128 000.00\$</b>	-	<b>199 000.00\$</b>
<b>Additional one year period of 1st February 2016 to 31 January 2017</b>					
One-way trip (pick-up) for vehicles pulled by a tow truck.	8 trips	105.00\$ / pick-up	840.00\$ D= BXC	300.00\$ / delivery	2 400.00\$ F= BXE
Return trip (delivery) for vehicles pulled by a tow truck.	8 trips	105.00\$ / delivery	840.00\$ D= BXC	100.00\$ / pick-up	2 400.00\$ F= BXE
One-way trip (pick-up) for roadworthy vehicles.	25 trips	55.00\$ / pick-up	1 375.00\$ D= BXC	100.00\$ / delivery	2 500.00\$ F= BXE
Return trip		55.00\$ /	1 375.00\$	60.00\$ /	2 500.00\$

(delivery) for roadworthy vehicles.	25 trips	delivery	D= BXC	hour	F= BXE
Labour	993 hours	45.00\$ / hour	67 500.00\$ D = BXC		90 000.00\$ F= BXE
<b>SUB-TOTAL</b>	-	-	<b>71 930.00\$</b>	-	<b>99 800.00\$</b>
<b>Additional one year period of 1st February 2017 to 31 January 2018</b>					
One-way trip (pick-up) for vehicles pulled by a tow truck.	8 trips	105.00\$ / pick-up	840.00\$ D= BXC	300.00\$ / delivery	2 400.00\$ F= BXE
Return trip (delivery) for vehicles pulled by a tow truck.	8 trips	105.00\$ / delivery	840.00\$ D= BXC	100.00\$ / pick-up	2 400.00\$ F= BXE
One-way trip (pick-up) for roadworthy vehicles.	25 trips	55.00\$ / pick-up	1 375.00\$ D= BXC	100.00\$ / delivery	2 500.00\$ F= BXE
Return trip (delivery) for roadworthy vehicles.	25 trips	55.00\$ / delivery	1 375.00\$ D= BXC	60.00\$ / hour	2 500.00\$ F= BXE
Labour	993 hours	45.00\$ / hour	67 500.00\$ D = BXC		90 000.00\$ F= BXE
<b>SUB-TOTAL</b>	-	-	<b>71 930.00\$</b>	-	<b>99 800.00\$</b>
<b>TOTAL</b>	-	-	<b>271 860.00\$</b>	-	<b>398 600.00\$</b>

In the above example, the Offeror 1 submitted a proposal with a lower total evaluation amount for the term of the Standing Offer than offeror 2.

## 2. Basis of Selection

- 2.1 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

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## 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.

### 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.

#### 2.1 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.

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## **PART 6 - FINANCIAL REQUIREMENTS**

### **1. Financial Capability**

SACC Manual clause M9033T (2011-05-16) Financial Capability

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. Standard Clauses and Conditions

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

##### 2.1 General Conditions

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

##### 2.2 Standing Offers Reporting

###### Periodic Usage Reports - Standing Offer

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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed at **Annex D, Periodic Usage Reports**. 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 trimester basis to the Standing Offer Authority.

The semesterly reporting periods are defined as follows:

- 1st trimester : from February 1 to April 30;
- 2nd trimester: from May 1 to July 31;
- 3rd trimester : from August 1 to October 31;
- 4th trimester: from November 1 to January 31.

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

#### 3. Term of Standing Offer

##### 3.1 Period of the Standing Offer

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The period for making call-ups against the Standing Offer is **from the date of the standing offer to January 31, 2016, inclusive.**

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

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **two additional one year period, from 1st February 2016 to 31st January 2017 and from 1st February 2017 to 31 January 2018**, 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 **thirty (30) days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **4. Authorities**

#### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Josée Roy  
Title: Supply Officer  
Public Works and Government Services Canada  
1550 Avenue D'Estimauville,  
Québec, Québec  
G1J 0C7

Telephone: 418-649-2932  
Facsimile: 418-648-2209  
E-mail address: Josee.Roy@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.

#### **4.2 Project Authorities (*Project Authorities will be identified in the Standing Offer*)**

The Project Authorities for the Standing Offer are:

##### **Department of National Defense, Valcartier Garrison**

Name:  
Telephone:  
E-mail address:

##### **Defense Research and Development Canada, Valcartier**

Name:

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Telephone:

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.

#### **4.3 Offeror's Representative (*Offeror's Representative will be identified in the Standing Offer*)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **4.4 Contacts at the Client's Department (*the Contacts at Client's Department will be identified in the Standing Offer.*)**

For all information related to invoicing and/or payments you may communicate with:

##### **Department of National Defense, Valcartier Garrison**

Name:  
Telephone:  
E-mail address:

##### **Defense Research and Development Canada, Valcartier**

Name:  
Telephone:  
E-mail address:

#### **5. 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.

#### **6. Identified Users**

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

- 1- the Department of National Defence (MDN), Valcartier Garrison, Quebec; and
- 2- Defence Research and Development Canada, Valcartier, Quebec .

## 7. Call-up Procedures

### Step 1

When it is necessary to make repairs to heavy vehicles, the Project Authority will contact the Offeror by telephone, fax or email. At the time of this initial contact, the Project Authority will briefly explain the nature of the call, taking care to describe the problem.

### Step 2

The Offeror must inspect the vehicle and provide a cost estimate by fax or email within 48 hours (not including weekends and statutory holidays). This estimate must include the cost of transportation, labour and parts.

The Contractor must be able to travel to the client department site to perform estimates on the work to be done on the vehicles. Estimates are to be provided free of charge to the Project Authority or the Project Authority's representative. The Project Authority or the Project Authority's representative has the right to not authorize work or to come to an agreement as to the number of hours required for the repair if the Project Authority considers the labour estimate to be high. All estimates will be valid for ninety (90) days. See section 14, "Cost Estimate" in Part 7A - "Standing Offer", for more information on estimates.

**Note:** When the estimate is submitted to the Project Authority or the representative, the Offeror will have to come to an agreement with the Project Authority on a reasonable deadline for completing the work.

## 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 **\$20,000.00** (Applicable Taxes included).

## 10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$195 000.00\$/ 2 years for Department of National Defence and of 60 000.00\$/ 2 years for Defence Research and Development Canada, Valcartier, (applicable taxes excluded)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C(2013-06-27) General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements ;
- h) Annex D, Periodic Usage Report
- i) the Offeror's offer dated \_\_\_\_\_ (*to be completed in the Standing Offer*).

## 12. Certifications

### 12.1 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.

## 13. 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 Quebec.

## 14. Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## 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

2010A (2013-06-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

#### 2.2 Warranty

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be **twelve (12) months** after delivery and acceptance of the work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. Canada must pay the transportation costs associated with returning the work or any part of the work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the work or part of the work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the work from its location, the Contractor must carry out any necessary repair or making good of the work at that location and will be reimbursed its travel and living expenses.
3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 1, for the greater of:
  - (a) the warranty period remaining, including the extension; or
  - (b) ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

### 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 - firm prices**

###### **5.1.1 Transport**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid on the basis of the cost estimate for transport. The firm prices must be that indicated in Annex B - *Basis of Payment*.

See section 14 "Estimates" of part 7A - Standing Offer" for more information on the work estimates. Customs duties are included and Applicable Taxes are extra.

###### **5.1.2 Labour**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid on the basis of the cost estimate for labour. The firm rates must be that indicated in Annex B - *Basis of Payment*

See section 14 "Estimates" of part 7A - Standing Offer" for more information on the work estimates. Customs duties are included and Applicable Taxes are extra.

###### **5.1.3 Equipment and Replacement Parts**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid on the basis of the cost estimate for equipment and replacement parts, i.e. the Contractor's cost price plus a firm mark-up. The firm mark-up must be that indicated in Annex B – *Basis of Payment*.

See section 14 "Estimates" of part 7A - Standing Offer" for more information on the work estimates. Customs duties are included and Applicable Taxes are extra.

##### **5.2 Limitation of Price**

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

##### **5.3 Single Payment**

*SACC Manual* clause H1000C (2008-05-12) Single Payment

##### **5.4 SACC Manual Clauses**

*SACC Manual* clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department

*SACC Manual* clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor) or  
*SACC Manual* clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor) or

*SACC Manual* clause C0711C (2008-05-12), Time Verification

## 5.5 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_. **(will be completed at Standing Offer).**

## 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of invoices to support purchase of equipment and replacement parts;
  - c. a copy of the number of trips to support the amount claim (pick up / delivery) .
2. Invoices must be distributed as follows:
    - (a) The original and one (1) copy must be forwarded to the following address, according to the identified Users who made the call-up.

The Identified Users authorized to make call-ups

i. Department of National Defence  
 Valcartier Garrison  
 Building 110  
 Courcellette, Quebec, G0A 4Z0

ii. Defence Research and Development Canada, Valcartier  
 2459 de la Bravoure Road  
 Building 65  
 Quebec (QC), G3J 1X5

## 7. SACC Manual Clauses

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

## 8. 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.

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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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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## ANNEX "A" STATEMENT OF WORK

### 1- Description

Provide the following services as and when required:

- a) Repair motor vehicle bodies (including sand blasting, welding, body work and fibreglass work);
- b) Repair accident-damaged vehicles (mechanical repairs);
- c) Paint accident-damaged motor vehicle bodies;
- d) Provide towing service for the return of vehicles that are not in running order; and
- e) Provide return transportation services for vehicles that are in running order.

These services are for the Commercial Vehicle Platoon, Department of National Defence (DND), Valcartier, Quebec Garrison and Defence Research and Development Canada (DRDC) Valcartier, Quebec.

### 2- Vehicle categories

The categories of vehicles covered by this Standing Offer are intercity buses, 3-ton trucks, 5-ton trucks, trailers of 45 tons or less, graders, front-end loaders, 10-wheel dump trucks, tractors, bucket trucks, snow blowers, and tow trucks.

### 3- Requirements

- a. The Contractor must do the sandblasting using the required equipment;
- b. The Offeror must paint the vehicles in a enclosed paint room that is large enough for all the vehicles covered by this Standing Offer to enter in it completely. The largest vehicles measure 13.8 feet high, 8.8 feet wide and 45.9 feet long. The paint room must be fitted with a dust collection system;
- c. The Contractor must perform work that requires to have equipment for argon, spot and MIG welding and a CEMAC spot welding system;
- d. The Contractor must realign the frames of heavy vehicles with the required equipment;
- e. The Contractor must perform work that requires a frame rack with a measurement system.

### 4- Transportation

When required, the Contractor will be responsible for pickup and delivery of vehicles at the site of designated users and returning (delivering) them once the work is completed.

- a) Vehicles in running order must be driven by a person under the Contractor's responsibility who is qualified to drive the type of vehicle in question.
- b) Towing of accident-damaged vehicles or vehicles not in running order will be arranged by the Contractor.
- c) In all cases, the Contractor must hold comprehensive insurance that covers all the vehicles listed in Section 2, Vehicle Category, of Annex A. Whenever requested by Canada, the Offeror must submit evidence that it holds this insurance within 24 working hours.

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For Department of National Defence, the pickup and/or delivery, if applicable, will be done at the following address:

Valcartier Garrison

5e Bataillon des Services du Canada

Cie de Transport - Peloton des véhicules commerciaux

Building 110

Courcelette, Quebec, G0A 4Z0

and

For Defence Research and Development Canada – Valcartier, the pickup and/or delivery, if applicable, will be done at the following address:

2459 de la Bravoure Road

Building 83

Quebec (Quebec)

G3J 1X5

## **5- Location of work**

All of the repair work on heavy vehicle bodies must be performed on the premises of the Contractor or its Subcontractor.

Note: Subcontractors must comply with the same requirements and conditions as the Contractor, and must remain at all times under the latter's responsibility.

### Annexe B - Basis of Payment

The unit prices and hourly rates include administration costs, employee benefits, estimates submitted to the identified user and all other unforeseen costs, sales taxes extra. Prices and rates must remain unchanged throughout the full term of the Standing Offer.

Contractor's facility where the repairs will be made:

Address: \_\_\_\_\_  
\_\_\_\_\_

**Initial period of the Standing Offer (from the date of the standing offer to January 31, 2016, inclusive).**

#### 1. Transportation at the contractor's workshop

The Contractor must pick up and deliver vehicles when requested by the identified user. The identified user reserves the right to make certain trips to/from the Contractor's workshop.

Transportation	Number of trips/2 years (approximate)	Firm Unit price for a round trip
Transportation from the client-department's site (pickup) to the Contractor's facilities for vehicles that are towed.	15 trips	\$_____/pick-up
Return transportation (delivery) from the client-department's site to the Contractor's facilities for vehicles that are towed.	15 trips	\$_____/delivery
Transportation from the client-department's site (pickup) to the Contractor's facilities for vehicles in running order.	50 trips	\$_____/pick-up
Return transportation (delivery) from the client-department's site to the Contractor's facilities for vehicles that are in running order.	50 trips	\$_____/delivery

**Note:** When picking up or delivering vehicles, the Contractor may be required to pick up or deliver other vehicles at the same location. In such cases the Contractor must bill the designated user for only one pickup trip or delivery trip.

#### 2. Labour

Work	Approximate value/2 years	Firm Hourly rate
Direct or productive labour, dedicated solely to the work, during regular hours.	3 000 hours	\$_____/hour

#### 3. Equipment and Replacement Parts

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Equipment and replacement parts must be provided at the Contractor's cost price plus a mark-up of \_\_\_\_ percent.

**Optional period (February 1st 2016 to January 31st, 2017)****1. Transportation at the contractor's workshop**

The Contractor must pick up and deliver vehicles when requested by the identified user. The identified user reserves the right to make certain trips to/from the Contractor's workshop.

<b>Transportation</b>	<b>Number of trips/2 years (approximate)</b>	<b>Firm Unit price for a round trip</b>
Transportation from the client-department's site (pickup) to the Contractor's facilities for vehicles that are towed.	8 trips	\$_____/pick-up
Return transportation (delivery) from the client-department's site to the Contractor's facilities for vehicles that are towed.	8 trips	\$_____/delivery
Transportation from the client-department's site (pickup) to the Contractor's facilities for vehicles in running order.	25 trips	\$_____/pick-up
Return transportation (delivery) from the client-department's site to the Contractor's facilities for vehicles that are in running order.	25 trips	\$_____/delivery

**Note:** When picking up or delivering vehicles, the Contractor may be required to pick up or deliver other vehicles at the same location. In such cases the Contractor must bill the designated user for only one pickup trip or delivery trip.

**2. Labour**

<b>Work</b>	<b>Approximate value/2 years</b>	<b>Firm Hourly rate</b>
Direct or productive labour, dedicated solely to the work, during regular hours.	1 500 hours	\$_____/hour

**3. Equipment and Replacement Parts**

Equipment and replacement parts must be provided at the Contractor's cost price plus a mark-up of \_\_\_\_ percent

**Optional period (February 1st 2017 to January 31st, 2018)****1. Transportation at the contractor's workshop**

The Contractor must pick up and deliver vehicles when requested by the identified user. The identified user reserves the right to make certain trips to/from the Contractor's workshop.

<b>Transportation</b>	<b>Number of trips/2 years (approximate)</b>	<b>Firm Unit price for a round trip</b>
Transportation from the client-department's site (pickup) to the Contractor's facilities for vehicles that are towed.	8 trips	\$_____/pickup
Return transportation (delivery) from the client-department's site to the Contractor's facilities for vehicles that are towed.	8 trips	\$_____/delivery
Transportation from the client-department's site (pickup) to the Contractor's facilities for vehicles in running order.	25 trips	\$_____/pickup
Return transportation (delivery) from the client-department's site to the Contractor's facilities for vehicles that are in running order.	25 trips	\$_____/delivery

**Note:** When picking up or delivering vehicles, the Contractor may be required to pick up or deliver other vehicles at the same location. In such cases the Contractor must bill the designated user for only one pickup trip or delivery trip.

**2. Labour**

<b>Work</b>	<b>Approximate value/2 years</b>	<b>Firm Hourly rate</b>
Direct or productive labour, dedicated solely to the work, during regular hours.	1 500 hours	\$_____/hour

**3. Equipment and Replacement Parts**

Equipment and replacement parts must be provided at the Contractor's cost price plus a mark-up of \_\_\_\_ percent

## ANNEX "C" - INSURANCE REQUIREMENTS

### 1.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000.00** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: 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.

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

**1.2 Garage Automobile Liability Insurance**

1. The Contractor must obtain Garage Automobile Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000.00** per accident or occurrence and in the annual aggregate.
2. The Garage Automobile Liability policy must include the following:
  - (a) Third Party Liability - **\$2,000,000.00** Minimum Limit per Accident or Occurrence
  - (b) Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
  - (c) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority **thirty (30) days** written notice of cancellation.

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**ANNEX D  
Periodic Usage Report**

**Regional individual Standing Offer (RISO)**

**# E6QUE-120003/001/QCL, Heavy vehicles body repair Service**

**Offeror :** \_\_\_\_\_

**Reporting period :** from \_\_\_\_\_ to \_\_\_\_\_

Periodic Usage Report	Department of National Defence - Valcartier Garnisson			Defence Research and Development Canada (DRDC) Valcartier.		
	Reporting period	Number of call-up	Total amount	Reporting period	Number of call-up	Total amount
1	For example, from February 1 to April 30, 2014		Transport: \$ _____ Labour: \$ _____ Equipment and Replacement Parts \$ _____			\$
2			\$			\$
3			\$			\$
...			\$			\$
<b>Total amount :</b>			\$			\$

Signature : \_\_\_\_\_

Date (YYYY)-MM-DD) : \_\_\_\_\_