

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

1550 D'Estimauville Avenue
1550, Avenue d'Estimauville

Québec

Québec

G1.J 0C7

FAX pour soumissions: (418) 648-2209

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

BFC Bagotville, CP 380

CFB Bagotville, PO Box 380

Bâtiment 62, local 112

Building 62, Room 112

Alouette

Québec

G0V1A0

Title - Sujet Military heavy vehicle bodie repair	
Solicitation No. - N° de l'invitation W0106-14R146/A	Date 2014-07-09
Client Reference No. - N° de référence du client W0106-14-R146	GETS Ref. No. - N° de réf. de SEAG PW-\$BAL-002-16007
File No. - N° de dossier BAP-4-37052 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-08-19	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée VOIR DOC.	
Address Enquiries to: - Adresser toutes questions à: Larouche, Denise	Buyer Id - Id de l'acheteur bal002
Telephone No. - N° de téléphone (418)677-4000 (4137)	FAX No. - N° de FAX (418)677-3288
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 5E BATAILLON DES SERVICES DU CANADA CIE MAINTENANCE, EDIFICE 324 GARNISON VALCARTIER COURCELETTE Québec G0A4Z0 Canada	
Security - Sécurité 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

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

TITLE «MILITARY HEAVY VEHICLE BODIES REPAIR»

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TITLE «MILITARY HEAVY VEHICLE BODIES REPAIR»

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 7B, 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:

Annex "A" - Statement of work

Annex "B" - Basis of Payment

Annex "C" - Company profile

2. Summary

Provide as and orders repair services, of painting, of welding, and windshield and window replacement for military vehicles detailed in Annex "A" attached hereto and made a part of this Request For a Standing Offer. These services are for the Maintenance Coy, building 324, National Defence, Courcelette, Qc.

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 (2014/06/26) 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: (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.

You can send your bid facsimile to Public Works and Government Services Canada

#Facsimile: **(418)648-2209** or by mail at:

➔ Bid Receiving Unit
Public Works and Government Services Canada (PWGSC)
1550 d'Estimauville Avenue
Quebec City, Quebec, Canada G1J 0C7

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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the 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:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

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

number and amount (professional fees) of other contracts subject to the restrictions of a work force 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 five **(5) 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: Technical Offer

Section II: Financial Offer (1 copy)

Section III: Certifications (1 copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

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

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

Section 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 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Although bidders must provide the services meeting all the specifications outlined in Annex "A" at the bid closing date, bids will be evaluated on the following criteria:

- a) The contractor must be able to carry out the work and transport (pick-up/delivery) the vehicles/trailers using equipment **for a minimum of five (5) categories** included under Company profile at **annex C**;
- b) The work must be performed inside a closed paint room that is large enough to completely accommodate the equipment. See dimension in annex A;
- c) The paint room must be equipped with an anti-dust ventilation system;
- d) The offeror must be equipped for argon welding (mig);
- e) The offeror must be equipped for sandblasting work;
- f) The offeror must be able to park at least 2 vehicles/trailers in a safe location, i.e. A locked building or restricted-access fenced-in area, for a minimum period of 1 month.

Note: Before the Standing Offer is awarded, representatives of Canada must confirm, **by visiting the facilities of the offerors who ranked lowest, second and third lowest during the financial evaluation**, that they have the equipment listed below. Failure to meet one of these mandatory technical criteria **will render the offer non-responsive**.

1.1.2 Financial Evaluation

The Offeror must submit firm prices inclusive compliance and in the format used in the basis of payment to Annex "B" to this request. The offeror must complete this section and attach with the offer.

2. Basis of Selection

- 2.1 *SACC Manual clauses M0031T (2007-05-25)* Basis of selection - Mandatory Technical Criteria Only

PART 5 - CERTIFICATIONS

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's website](#).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

The Offeree 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 data must be submitted on every (6) months to the Public Works and Government Services Canada Standing Offer Authority.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from February 1, 2015 to January 31, 2017 with one (1) option year.

3.2 If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one(1) period of 12 month , 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 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: Denise Larouche
Public Works and Government Services Canada
Telephone: (418)677-4000 ext. 4137
Facsimile: (418)677-3288
E-mail address: denise.larouche@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.

4.2 Contact client's Department (Contact to be specify in the Standing Offer)**The Project Authority**

Name: _____
Title: _____
Tel: _____
Courriel: _____

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

Name: _____
Title: _____
Tel: _____
Courriel: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:
Defence R & D Canada, Valcartier Québec.

6. 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.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25 000** (Applicable Taxes included).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **225 000\$** for three(for 3 years). (applicable Tax or Harmonized 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

9. 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 (2014-030-19), General Conditions - Standing Offers Goods or Services
- d) the general conditions 2010C (2014-06-26) General Conditions - Services(Medium Complexity)
- e) Annex A, Statement of Work
- f) Annex B, Basis of payment
- g) Annex C, Company profile
- h) the Offeror's offer dated _____

10. Certifications

10.1 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.

11. 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.

12. 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

2010C (2014-06-26), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2014-03-01) General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

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 of **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;
 - (b) ninety (90) days

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. Payment

4.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "B". Customs duties are included, and Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work

4.2 SACC Manual Clause

C0100C (2010-01-11) Discretionary Audit - Comm. Goods/or Serv.

C0711C (2008-05-12), Time verification

C6000C (2011-05-16) Limitation of Price

H1001C (2008-05-12) Multiple Payments

4.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

5.1 Invoicing Instruction - Maintenance

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions 2010C. Invoices cannot be submitted until all work identified in the invoice is completed.

Solicitation No. - N° de l'invitation

W0106-14R146/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ba1002

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0106-14-R146

BAP-4-37052

6. *SACC Manual* Clauses

A2000C (16/06/06) Foreign Nationals (Canadian Contractor)

A9006C (16/07/12) Defence Contract

A9117C (2007-11-30), T204 - Direct Request by Customer Department

7. Insurance Requirements

1 Controlled Goods Program

1.1 As the Contract requires production of or access to controlled goods that are subject to the *Defence Production Act* R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program

- A) When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.
- B) Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.
- C) The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

Insurance Requirements

The Contractor must comply with the insurance requirements specified in this section. 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 Standing Offer**, 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.

7.1 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.

7.2 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence;
 - (b) Accident Benefits - all jurisdictional statutes;
 - (c) Uninsured Motorist Protection;
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

7.3 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.

Annex A

STATEMENT OF WORK

DESCRIPTION

1. The offeror shall provide body repair, painting, welding, and windshield/window replacement services for the military vehicles listed below. This Statement of Work also explains the labour standards required to inspect and repair equipment belonging to 5 Canadian Service Battalion, Maintenance Company ("Maintenance Coy"), Building 324, National Defence, Courcellette, Quebec. The offeror shall have one or more paint rooms of the dimensions indicated below to perform the necessary work. All painting work must be done in the aforementioned paint room(s).

NO.	VEHICLE CATEGORY	MINIMUM REQUIRED DIMENSIONS FOR PAINT ROOM
a	Heavy logistic vehicle wheeled (HLVW), 10 and 16 tonne trucks;	44' long x 16' wide x 15' 4" high
b	Western Star heavy logistic vehicle wheeled (HLVW), 10 and 15 tonne tow trucks	44' long x 16' wide x 15' 4" high
c	Medium logistic vehicle wheeled (MLVW), 2½ tonne truck	25' long x 14' wide x 12' high
d	Light support vehicle wheeled (LSVW), 1½ tonne 4x4	25' long x 14' wide x 12' high
e	Light utility vehicle wheeled (LUVW), Mercedes 4x4	21' long x 12' wide x 11' high
f	Milcot vehicle (Chevrolet Silverado) 4x4	25' long x 14' wide x 12' high
g	Heavy equipment-type vehicle. Heavy equipment-type vehicles shall be transported by National Defence at all times.	44' long x 16' wide x 15' 4" high
h	Large trailers: double drop low-bed, gooseneck or double drop semi-trailers, and dump trailers.	44' long x 16' wide x 15' 4" high
i	Small trailers: 1¾ tonne, 1½ tonne and 850 kg.	21' long x 12' wide x 12' high

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2. The majority of this equipment has been used in extreme conditions during operations and training exercises. Due to the nature of these operations, it is difficult to predict the extent of repairs required. Certain equipment was used in static roles and has not been operated for long periods of time, while other equipment has been put to maximum use.
 3. The offeror shall be able to perform the following tasks:
 - a. Body repairs;
 - b. Painting;
 - c. Welding; and
 - d. Windshield/window replacement.
 4. Additional information:
 - a. No changes shall be made by the offeror unless authorized by the project authority or the project authority's representative.
 - b. The project authority shall establish the repair priorities and reserves the right to change them.
 - c. Repair services shall be requested for only one vehicle per call-up.

PREMISES

5. The work shall be performed in a closed paint room. The paint room must be large enough to completely accommodate the equipment (see table in Section 1 of this annex);
6. The paint room shall be fitted with an anti-dust ventilation system;
7. The premises shall be equipped for argon welding (mig welding);
8. The premises shall be equipped for sandblasting work.

ADDITIONAL INFORMATION

9. Additional work to be performed:
 - a. The offeror shall also repaint the insides of trailers **on request**.
 - b. Corrosion protection is limited to removing existing rust and applying an appropriate coat of protection, usually a layer of primer and paint.
 - c. The paint applied to our vehicles is of the ANTI-INFRARED type: Tempo Aerospace brand Chemical Agent Resistant Coatings (CARC), which consist of paint and a special catalyst. An important step in applying this special paint is blending the two components properly using a squirrel cage mixer. A wash primer is applied to surfaces at all times, then the primer, then the CARC.

VEHICLE TRANSPORT

10. Except for heavy equipment-type vehicles, the offeror shall be responsible for picking up the vehicle(s) at National Defence and returning them when the work is completed.
- a. Vehicles that are operational shall be driven by employees of the offeror who possess the appropriate qualifications for the vehicle type.
 - b. In all cases, the offeror must hold comprehensive insurance that covers National Defence vehicles. Comprehensive insurance provides coverage for the vehicle(s) against all damages that could be incurred during transport as well as on the offeror's property.
 - c. The civilian qualifications required to drive military vehicles are:
 - Class 5 for LUVW, LSVW and Milcots.
 - Class 3, automatic for MLVW.
 - Class 3, automatic and air brake for HLVW, 10, 15 and 16 tonnes.
 - Class 1, automatic and air brake for tow trucks, air brake for large trailers.

PARKING AND EQUIPMENT STORAGE

11. The offeror shall be responsible for equipment security throughout the repairs and must be able to provide parking for two vehicles in a secure location. Secure premises consist of a locked building or fenced yard with restricted access. Note that vehicles may be parked for periods longer than one month, as it may take a long time to obtain parts.

GOVERNMENT SUPPLIED MATERIEL

12. The wash primer, primer, paint and CARC catalysts will be provided by the Department of National Defence (DND). Other materiel may also be provided depending on the work to be performed. The offeror shall be responsible for storing and monitoring parts, equipment and materiel provided.

CERTIFICATION

13. **Controlled Goods Program registration**
 The offeror must show proof of registration under the Controlled Goods Program (CGP) for CARC, polyurethane paint, enamel lacquer, and epoxide paint (CGP, Group 2- 17.C) .
 Issued by PWGSC, Controlled Goods Directorate.
 Web site:
<http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/apropos-about/inscrptn-rgstrtn-eng.html>
14. **CARC training certification**
 The offeror agrees to undergo a **one-day** CARC training session given by **National Defence**, if this training has not already been taken. The training is free and will take place **on offeror**

premises. The offeror must pay the employees who take the training. A minimum of two employees must take the training within 30 days of the award of the Standing Offer.

SUBCONTRACTING

15. The offeror shall provide a list of all services that will need to be subcontracted, including the name and contact information of the subcontractors who will perform the work. The offeror shall keep this list up to date.

Subcontracting is allowed for painting work, but the work **MUST** be done in the offeror's paint room(s) (see section 1 of this annex).

Annex B**BASIS OF PAYMENT**

The unit prices and hourly rates shall include administration costs, profit margins and any unplanned costs; GST is extra and we are exempt from paying PST. Prices and rates shall remain unchanged throughout the full term of the Standing Offer.

INITIAL PERIOD OF STANDING OFFER (1 February 2015 to 31 January 2017):**1. Transporting vehicles**

The offeror shall indicate the location of the facilities where the repairs will be done.

Address: _____

Trip	Number of Trips / 2 Years (approximate)*	Firm Unit Cost for One Trip (pickup OR delivery)
Pickup of vehicles from the designated user's site to the contractor's shop for vehicles transported by a trailer.	5	\$_____/pickup
Delivery of vehicles from the contractor's shop to the designated user's site for vehicles transported by a trailer.	5	\$_____/delivery
Pickup of vehicles from the designated user's site for vehicles that are operational.	50	\$_____/pickup
Delivery of vehicles from the contractor's shop to the designated user's site for vehicles that are operational.	50	\$_____/delivery

When picking up or delivering vehicles, the offeror may be required to pick up other vehicles at the same location. In such cases the offeror shall bill DND for only one pickup trip or delivery trip. DND reserves the right to make certain trips to/from the offeror's workshop.

2. Labour

2.1 Painting work

Work	Number of Hours / 2 Years (approximate)*	Firm Hourly Rate
Direct or productive labour devoted solely to the painting work, including amounts related to workshop supplies, during regular hours.	1,494 hours	\$_____/hour

2.2 Body repair work, including welding and windshield/window replacement

Work	Number of Hours / 2 Years (approximate)*	Firm Hourly Rate
Direct or productive labour devoted solely to the body repair, welding and windshield/window replacement work, including amounts related to workshop supplies, during regular hours.	1,494 hours	\$_____/hour

2.3 Sandblasting work

Work	Number of Hours / 2 Years (approximate)*	Firm Hourly Rate
Direct or productive labour devoted solely to the sandblasting work, including amounts related to workshop supplies, during regular hours.	638 hours	\$_____/hour

OPTIONAL PERIOD (1 February 2017 to 31 January 2018)**1. Transport**

Transport	Number of Trips / 1 Year (approximate)*	Firm Unit Cost for One Trip (pickup OR delivery)
Pickup of vehicles from the designated user's site to the contractor's shop for vehicles transported by a trailer.	3	\$_____/pickup
Delivery of vehicles from the contractor's shop to the designated user's site for vehicles transported by a trailer.	3	\$_____/delivery
Pickup of vehicles from the designated user's site for vehicles that are operational.	25	\$_____/pickup
Delivery of vehicles from the contractor's shop to the designated user's site for vehicles that are operational.	25	\$_____/delivery

When picking up or delivering vehicles, the offeror may be required to pick up other vehicles at the same location. In such cases the offeror shall bill DND for only one pickup trip or delivery trip. DND reserves the right to make certain trips to/from the offeror's workshop.

2. Labour**2.1 Painting work**

Work	Number of Hours / 1 Year (approximate)*	Firm Hourly Rate
Direct or productive labour devoted solely to the painting work, including amounts related to workshop supplies, during regular hours.	747 hours	\$_____/hour

2.2 Body repair work, including welding and windshield/window replacement

Work	Number of Hours / 1 Year (approximate)*	Firm Hourly Rate
Direct or productive labour devoted solely to the body repair, welding and windshield/window replacement, including amounts related to workshop supplies, during regular hours.	747 hours	\$_____/hour

2.3 Sandblasting work

Work	Number of Hours / 1 Year (approximate)*	Firm Hourly Rate
Direct or productive labour devoted solely to the sandblasting work, including amounts related to workshop supplies, during regular hours.	319 hours	\$_____/hour

*APPROXIMATE USE VALUE

The use value is approximate and represents arbitrary values for bid evaluation purposes only. They shall not be construed as an undertaking by DND.

Annex C

COMPANY PROFILE

*Reference Part 4 - Criteria for mandatory technical evaluation of this document (p. 12)

Please indicate the types of vehicles you are able to repair.

NO.	VEHICLE CATEGORY	ABILITY TO REPAIR AND TRANSPORT VEHICLES	
		YES	NO
a	Heavy logistic vehicle wheeled (HLVW), 10, 15 and 16 tonne trucks (paint room at least 44' long x 16' wide x 15' 4" high)		
b	Western Star heavy logistic vehicle wheeled (HLVW), 10,15 and 16 tonne tow trucks (paint room at least 44' long x 16' wide x 15' 4" high);		
c	Medium logistic vehicle wheeled (MLVW), 2½ tonne truck (paint room at least 25' long x 14' wide x 12' high)		
d	Light support vehicle wheeled (LSVW), 1 ½ tonne 4x4 (paint room at least 25' long x 14' wide x 12'high)		
e	Light utility vehicle wheeled (LUVW), Mercedes 4x4 (paint room at least 21' long x 12' wide x 11'high)		
f	Milcot vehicle (Chevrolet Silverado) 4x4 (paint room at least 25' long x 14' wide x 12'high)		
g	Heavy equipment-type vehicle (paint room at least 44' long x 16' wide x 15' 4" high). Heavy equipment-type vehicles shall be transported by National Defence at all times.		
h	Large trailers: low-beds, gooseneck semi-trailers or double drop frame semi-trailer-engines, and dump trailers (paint room at least 44' long x 16' wide x 15' 4" high)		
i	Small trailers: 1¾ tonne, 1½ tonne and 850 kg (paint room at least 21' long x 12' wide x 12'high).		