

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Travaux publics et Services gouvernementaux
Canada**

**Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7 ième étage**

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^e étage
Montréal
Québec
H5A 1L6

| | |
|---|--|
| Title - Sujet OAC pour inspection et réparation | |
| Solicitation No. - N° de l'invitation W1985-155497/C | Date 2015-11-17 |
| Client Reference No. - N° de référence du client W1985-15-5497 | GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-380-13571 |
| File No. - N° de dossier MTA-4-37126 (380) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-14 | Time Zone Fuseau horaire Heure Normale du l'Est HNE |
| Delivery Required - Livraison exigée . | |
| Address Enquiries to: - Adresser toutes questions à: Robichaud, Louis-G. a. | Buyer Id - Id de l'acheteur mta380 |
| Telephone No. - N° de téléphone (514)496-3842 () | FAX No. - N° de FAX (514)496-3822 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 202 DÉPOT D'ATELIER BATISSE 10 SUD- EST 6769 NOTRE DAME EST MONTREAL Québec H1N2E9 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 |



| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire FOB/FAM Destination | Plant/Usine | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|--|--------------|---------------------------------|------------------------------|
| 2 | Service de réparation et inspection Service de réparation et inspection | W1985 | W1985 | 1 | Chaque | \$ | XXXXXXXXXXXX | | |

This request for standing offers (RFSO) cancels and supersedes previous RFSO number W1985-155497/A dated March 15, 2015 with a closing of April 28, 2015 at 2:00 PM.

All documents sent for W1985-155497/A will not be taken in consideration for W1985-155497/C

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.2 INTRODUCTION
- 1.3 SUMMARY

PART 2 - OFFEROR INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
- 2.2 SUBMISSION OF OFFERS
- 2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS
- 2.4 APPLICABLE LAWS

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1. OFFER PREPARATION INSTRUCTIONS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION

PART 5 - CERTIFICATIONS

- 5.1 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER
- 5.2 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER AND CERTIFICATIONS REQUIRED WITH THE OFFER

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

- 6.1 SECURITY REQUIREMENTS

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 7.1 OFFER
- 7.2 SECURITY REQUIREMENTS
- 7.3 STANDARD CLAUSES AND CONDITIONS
- 7.4 TERM OF STANDING OFFER
- 7.5 AUTHORITIES
- 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.7 IDENTIFIED USERS
- 7.8 CALL-UP PROCEDURES
- 7.9 CALL-UP INSTRUMENT
- 7.10 LIMITATION OF CALL-UPS
- 7.11 FINANCIAL LIMITATION
- 7.12 PRIORITY OF DOCUMENTS
- 7.13 CERTIFICATIONS
- 7.14 APPLICABLE LAWS
- 7.15 ... (INSERT TITLE OF APPLICABLE SACC MANUAL CLAUSE)

Solicitation No. - N° de l'invitation
W1985-155497/C
Client Ref. No. - N° de réf. du client
W1985-15-5497

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-4-37126

Buyer ID - Id de l'acheteur
mta380
CCC No./N° CCC - FMS No./N° VME

B. RESULTING CONTRACT CLAUSES

- 7.1 STATEMENT OF WORK OR REQUIREMENT
- 7.2 STANDARD CLAUSES AND CONDITIONS
- 7.3 TERM OF CONTRACT
- 7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 7.5 PAYMENT
- 7.6 INVOICING INSTRUCTIONS
- 7.7 INSURANCE OR INSURANCE REQUIREMENTS
- 7.8 SACC MANUAL CLAUSES
- 7.9 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR
- 7.10 ... (INSERT TITLE OF APPLICABLE SACC MANUAL CLAUSE)

PART 1 - GENERAL INFORMATION

1.1 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 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

1.2 Summary

Canada intends to issue two (2) individual regional standing offers (RISO) to supply as and when needed repair services for military heavy vehicles and equipment as set out in annex A, this annex being part of the request for standing offers and of resulting standing offers.

Offered services will have to respect the general and specific requests of the request for standing offers and the ones described in annex A, this annex being part of the request for standing offers and of resulting standing offers.

These services are required for the Canadian Forces 202 Workshop Depot (Longue-Pointe facility) at 6769 Notre-Dame Street East, Montreal, Quebec.

The work will be executed in accordance with Canadian Forces Technical Orders (CFTO), including labelling and packaging of surplus parts as directed.

;

Call-ups period

Two (2) years starting at the issuance of the standing offer with Canada's right to extend the standing offer for one supplemental optional period of one year.

Controlled goods

The contract involves controlled goods as defined by the controlled goods regulation and the Defense production Act. The selected offerors and their subcontractors must be registered, exempt or excluded from CGP before inspecting, possessing or transferring controlled goods

as per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

"For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants."

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

1.3 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

2.1 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](#) 2015/07/03 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: 60 days
Insert: 120 days

2.2 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.

2.3 Former Public Servant

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.

2.4 Enquiries - Request for Standing Offers

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

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

2.5 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 Québec.

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

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (4 hard copies)
Section II: Financial Offer (1 hard copie)

Section III: Certifications (1 hard copie)

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) (<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.

3.1.1 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

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

1.1.1 When you submit the offer, you must provide the technical/descriptive documents to show compliance with all the mandatory technical characteristics set out in the Appendix C.

The technical offer must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated.

Failure to submit an offer showing compliance with the mandatory criteria will render the offer non-responsive.

4.1.2 Mandatory technical criteria to be demonstrated during the visit to offeror facilities

Prior to issuing a standing offer, a visit to the facilities of the offerors, selected in accordance with the selection method, will be carried out by the requisition authority and a PWGSC contracting authority to determine whether the facilities are compliant and the offeror's capacity in accordance with section 2 of Appendix C.

Failure to demonstrate full compliance with section 2 of Appendix C will render the offer non-responsive.

4.1.3 Financial Evaluation

Before the financial evaluation all requirements and compulsory technical specifications must be compliance and receivable as request in the Appendix „C”

The total financial evaluation will be achieved by adding the total of all items of appendix "B" .The lower global value will be considered for to award the standing offer.

IMPORTANT: Offers absolutely MUST be submitted in Canadian dollars. Failure to comply will render the offer non-responsive.

The financial offer must comply with Appendix B, Pricing.

IT IS MANDATORY TO PROVIDE ALL PRICES, FOR ALL ITEMS, FOR THE 3 POTENTIAL YEARS OF THE STANDING OFFER. FAILURE TO COMPLY WILL RENDER YOUR OFFER NON-RESPONSIVE.

SACC Manual Clause M0220T 2013-04-25, Evaluation of Price
SACC Manual Clause M0222T 2013-04-25, Evaluation of Price

4.2 Basis of Selection

4.2.1

SACC Manual Clause (M0031T)2007-05-25 Basis of Selection - Mandatory Technical Criteria Only

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.

5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 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.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [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.

5.1.3 Operational need at 202 Workshop Depot

Given the nature of the work done, successful offerders are sometimes required to visit 202 Workshop Depot, Longue Pointe, Montreal, on short notice. For that reason:

Following an order from DND, the successful offerder must report to 6769 Notre Dame East, Montreal, Quebec H1N 2E9 in **75 minutes or less for any commercial vehicle during non-peak hours**.

Canada therefore requests that the offerder indicate the address where the repairs/inspections will be done

By signing this request for a standing offer, the offerder confirms and vouches that this operational deadline can be met.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

See section 7.7 and following

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A" and annex "B" base of payment

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

Controlled goods

The contract involves controlled goods as defined by the controlled goods regulation and the Defense production Act. The selected offerors and their subcontractors must be registered, exempt or excluded from CGP before inspecting, possessing or transferring controlled goods.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 2015/09/03 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional _____ period, from _____ to _____ 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 _____ days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Louis-Georges Robichaud
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Montréal
Address: 800 rue de La Gauchetière ouest, suite 7300
Place Bonaventure , portail sud-est
Montréal, Qc H5A 1L6
Telephone : 514-496-3842
Telecopieur : 514-496-3822
E-Mail : louis-georges.robichaud@tpsgc-pwgsc.gc.ca

Solicitation No. - N° de l'invitation
W1985-155497/C
Client Ref. No. - N° de réf. du client
W1985-15-5497

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-4-37126

Buyer ID - Id de l'acheteur
mta380
CCC No./N° CCC - FMS No./N° VME

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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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

7.5.3 Offeror's Representative

General enquiries :

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: These services are required for the Canadian Forces 202 Workshop Depot (Longue-Pointe facility) at 6769 Notre-Dame Street East, Montreal, Quebec.

7.8 Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer*.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form 942

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*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 _____ 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.

7.12 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 2015/09/03, General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C 2015/09/03 Services (medium complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex D, Workshop furniture
- h) the Offeror's offer dated _____ (*insert date of offer*),

7.13 Certifications

7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

7.14 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 _____. (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

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.

7.1 Statement of Work.

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010 A 2015/09/03](#), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4011 2012/07/12, apply to and form part of the Contract.

7.3.1 Delivery Date

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

7.3.1 Period of the Contract

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

7.4 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.

7.5 Payment

The supplier will be paid according to the prices of the annex "B"

C6000C
H1000c

(16/05/2011)
(12/05/2008)

Limitation of price
Single Payment

7.5.1 SACC Manual Clauses

| | | |
|--------|------------------|--|
| A2001C | (16/06/06) | Foreign Nationals (Foreign Contractor) |
| A2000C | (16/06/06) | Foreign Nationals (Canadian Contractor) |
| C2000C | (30/11/07) | Taxes (Foreign supplier) |
| C2605C | (12/05/08) | Canadian Customs Duties and Sales Tax - Foreign- |
| | based Contractor | |
| C2608C | (11/01/10) | Canadian Customs Documentation |

7.5.2 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address **as** stipulated on page 1 of standing offer.

7.7 Insurance or Insurance Requirements

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

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

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

7.8 Assurance responsabilité civile automobile

1. L'entrepreneur doit souscrire et maintenir pendant toute la durée du contrat une police d'assurance automobile d'un montant équivalant à celui habituellement fixé pour un contrat de

cette nature; toutefois, la limite de responsabilité ne doit pas être inférieure à 2 000 000 \$ par accident ou par incident.

2. La police d'assurance doit comprendre les éléments suivants :
 - a. Assurance de responsabilité civile - limite minimale de 2 000 000 \$ par accident ou par incident;
 - b. Assurance individuelle - lois de toutes les juridictions;
 - c. Garantie non-assurance des tiers;
 - d. Avis d'annulation : L'assureur s'efforcera de donner à l'autorité contractante un avis écrit de trente (30) jours en cas d'annulation de la police.

7.9 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 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 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.
 - e. *(Contracting officers must insert the following option, if applicable.)* Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

Solicitation No. - N° de l'invitation
W1985-155497/C
Client Ref. No. - N° de réf. du client
W1985-15-5497

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-4-37126

Buyer ID - Id de l'acheteur
mta380
CCC No./N° CCC - FMS No./N° VME

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

7.10 SACC Manual Clauses

| | | |
|--------|--------------------------------------|------------|
| A9131C | Controlled goods program | (16/05/11) |
| B4060C | Controlled goods | (16/05/11) |
| B7500C | Excess Goods | (16/06/06) |
| B1000T | Condition of Material | (30/11/07) |
| M3020C | Status and Availability of Resources | (11/01/10) |

APPENDIX A

STATEMENT OF REQUIREMENT – REPAIR SERVICE FOR HEAVY EQUIPMENT

DEFINITIONS:

To fully understand the terminology and acronyms used, please refer to this section:

- a. **Requisition Authority:** Person authorized to use Form 942 to enter into a contract with the Contractor
- b. **Technical Inspector:** A DND technician who performs quality control inspections at the Contractor's workshop. This person is the link between the Contractor and the Requisition Authority
- c. **Contractor:** A company who has bid or has the intention of bidding on a standing offer. A winning bidder will be responsible for carrying out the work as outlined in this statement of work
- d. **Sub-Contractor:** A company that does work for the Contractor
- e. **Workshop:** The workplace of the Contractor
- f. **DND:** Department of National Defence
- g. **CFTO:** Canadian Forces Technical Orders
- h. **ASU Montreal:** Area Support Unit Montreal at Longue-Pointe
- i. **202 WD:** 202 Workshop Depot
- j. **PWGSC:** Public Works and Government Services Canada
- k. **CARC:** Chemical Agent Resistant Coating
- l. **CGP:** Controlled Goods Program

1. PURPOSE:

- 1.1 202 Workshop Depot (202 WD) is a Department of National Defence (DND) unit located at ASU Montreal (Area Support Unit Montreal, in Longue-Pointe). It overhauls and repairs Canadian Forces Combat vehicles and weapon systems. One of the 202 WD's mandates is to inspect and repair Canadian Forces heavy equipment. Because 202 WD does not have the necessary capacity to perform this work, it would like to set up standing offers with two (2) contractors to accomplish this task.
- 1.2 Most of the equipment has been operated under extreme conditions during Canadian Forces participation in UN and NATO missions. Due to the nature of these operations, some equipment was used in static roles and was not operated for long periods of time, while other equipment was used to its full potential. It is

therefore difficult to predict the amount of work required to restore each piece of equipment to working order, without performing an initial inspection.

2. **Requirements:**

2.1 Inspection and repair of the following equipment:

- a. Heavy equipment
 - backhoe
 - cranes
 - bulldozers
 - graders
 - tractor
 - snow blowers
 - any other type of heavy equipment not specified above
- b. trailers with a capacity greater than 5 tons (flatbed, low-bed, gooseneck, and tilt bed)
- c. material handling equipment (forklifts) and personnel lifting platforms

3. **Capacity:**

3.1 The Contractor must be able to perform all of the following tasks without using any sub-contractors:

- a. Detailed and well written inspections and estimates, based on the DND 2027 /DND 2029 documents;
- b. General mechanical repairs;
- c. The cleaning of replacement parts, vehicles and other equipment;
- d. Ordering, managing, and storing of replacement parts.

3.2 The Contractor (or Sub-Contractor) must be able to perform all of the following tasks:

- a. Transport of vehicles, parts and other equipment;
- b. Painting, bodywork, and sandblasting;

- c. Welding;
- d. Assemble and disassemble tires from their rims on heavy equipment and trailers;
- e. Repairs to cloth, canvas, and vinyl;
- f. Replacement of windshields and windows;
- g. Repairs of air conditioning systems;
- h. Repairs of hydraulic and pneumatic systems and their associated parts (including fabrication of hoses and pipes);
- i. Repair and diagnosis of electrical and electronic systems;
- j. Repair of propane systems;
- k. The application of a rustproofing treatment.

4. Contractor personnel: (This is a mandatory criteria for all bids)

4.1 Amongst the personnel who will be performing the inspections and repairs of all heavy equipment, there must be at least the following:

- a. A Foreman with a heavy equipment mechanic's qualification* as well as two years' experience as a foreman in a heavy equipment repair shop;
- b. Two Mechanics with a heavy equipment mechanic's qualification*

The Contractor's personnel who perform inspections and repair of all DND heavy equipment, forklifts or trailers must have a heavy equipment mechanic's qualification*.

*the definition of a heavy equipment mechanic's qualification is as follows:

A person with 5 years' experience in the repair of heavy equipment, with **one** of the following qualifications:

- A Journeyman competency card in automobile or truck repair class A, B or C (or 1, 2 or 3) from the Parity Committee of the Automotive Services Industry;

or

- A diploma of vocational studies (DEP) for mechanics in one of the following areas:

Trucks
Heavy equipment
Forestry equipment
Automobiles
Farm equipment

or

- Military training as a Vehicle Technician, TQ5 qualified (or equivalent).

- 4.2 Concerning the work done on the air conditioning systems: the persons who work for the Contractor or Sub-Contractor who perform the transfer, purge, and filling of the refrigerant gas must be certified as a Technician in Automotive Air Conditioning with a recognized course. The Contractor or Sub-Contractor who performs this type of work must follow all local, provincial, and federal laws.

5. Contractor's workshop:

- 5.1 All work must be carried out at the Contractor's workshop, unless specified by the Requisition Authority; in that case, the work will normally be done at ASU Montreal. The Contractor must indicate where the work will be performed. The workshop must be the property of the Contractor or be rented by him for the duration of the standing offer. **The workshop must be situated no more than a 75 minute drive from ASU Montreal.**
- 5.2 In the case of the work being not being done at the Contractor's workshop, the Contractor must have his own tools to perform the work required. He must be able to work autonomously with his tools (normally at ASU Montreal).
- 5.3 In the case of the work being not being done at the Contractor's workshop, transport and lodging for the Contractor's employees will be paid for by the Contractor at the Treasury Board's rate.
- 5.4 Shop floor tools: the Contractor must have shop floor tools to perform the work in paragraph 3 such as hydraulic jacks and jack stands, an electric welding machine, hydraulic press, specialized equipment and heavy lifting equipment (overhead crane or forklift).

6. Parking and Storage: (This criteria must be shown during the visit of the Contractor's workshop)

- 6.1 The Contractor must have enough room to park 25 pieces of heavy equipment in a secured area. The size of this area must be at least 8250 square feet in size. This space must be secured and have at least a six foot fence. Please note that DND vehicles could be parked here for long periods of time, perhaps six months or more during the repairs. The Contractor cannot charge for the rental of the space occupied by DND equipment, parts, vehicles or trailers, in his workshop, the secured area or elsewhere.
- 6.2 The Contractor must have a secured area with restricted access of at least 320 square feet at his workshop for the storage of parts supplied by the Requisition Authority.
- 6.3 The size of the garage door of the workshop must be at least 11 feet wide by 12 feet high.
- 6.4 The Contractor must have 4 work bays available at his workshop to perform the work in a safe manner on the vehicles specified in paragraph 2.1
- 6.5 The Contractor is completely responsible for all of the DND vehicles, equipment, or parts in his possession.

7. Material required for repairs:

- 7.1 In most cases, the Government will supply all replacement parts requested by the Contractor for the repairs. The Contractor will be advised when parts have arrived for pick-up (parts have to be picked up at ASU Montreal) and he will be responsible for the transport of these parts at his own cost. On occasion, the Requisitioning Authority will authorize the Contractor to rebuild parts or buy them locally. In this case, an estimate of the cost must be provided by the Contractor before approval. The Contractor will be responsible for storing and managing these parts at his own cost.
- 7.2 In the case where the Contractor has been authorized to purchase parts locally:
 - a. The Contractor must provide all of the original invoices;
 - b. if the part in question comes from the parts inventory of the Contractor, he must provide a detailed invoice with the Contractor's name on it. He also needs to provide the original purchase invoice, whether it is a single purchase or in bulk.

In both cases, the Contractor must charge only what it cost him for each item; the profit margin will be calculated separately on the estimate.

- 7.3 DND will provide the CFTO's and the Contractor will be responsible for securely controlling their use. The Contractor will have to learn how to use the CFTO's as a reference when working, as well as using special software for ordering parts. The CFTO's will be returned to DND at the expiration of the current standing offer.
- 7.4 DND may provide specialized tooling if required. The specialized tools will be loaned to the Contractor, and he will be responsible for returning them to the Requisition Authority when the specific work is completed. The tools must be returned in the same condition as when they were loaned.
- 7.5 The Contractor shall purchase locally the paint, primer, and all of its components. The paint applied on some equipment/vehicles is ANTI-INFRARED (CARC) according to the following specifications:
- (Metal primer) Mil-P-53022 //Type II primer Steel
 - (Metal paint) Mil-DTL-64159 A // Type II Paint
 - (Aluminum wash primer) DOD-P-15328 // Wash Primer Aluminum
 - (Aluminum primer) MIL-P-S3022 // Type II Primer
 - (Aluminum paint) MIL-DTL-64159A // Type II Paint

It is made up of two elements: paint and a special catalyst. An important step in the application of this special paint consists in suitably preparing the vehicles and applying a special primer to the exposed metal. A metal "wash" is applied on the aluminum surfaces before they are repainted.

For all other types of paint, the Contractor may obtain the products from a supplier of its choice, as long as it complies with DND standards. The Contractor has the responsibility to validate the colour with the Technical Inspector by showing him a sample before starting to paint.

- 7.6 The Contractor must identify, clean, and return all « A » class parts such as alternators, compressors, etc... to the Requisition Authority for disposal. The Contractor must fill out a CF942 (condition tag) according to the proper procedures for each « A » class part that is returned. The Contractor cannot charge separately for cleaning, identifying and returning « A » class parts. These costs must be incorporated into the hourly rates and profit margins listed in Appendix "B".

8. Authorization and approval of the work

-
- 8.1 The Requisition Authority will determine what type of work will be performed on each vehicle.
- 8.2 All work by the Contractor will be done according to the following procedures:
- a. Before starting any work, the Contractor must send by email an estimate of the work and material required, using the rates indicated in annexe « B ». The Contractor must supply a detailed estimate within two weeks of receiving the equipment. The Contractor must make an appointment with the Technical Inspector to certify all of the items written on the estimate.
 - b. The Requisition Authority has the right to refuse that some work be performed as well as negotiate the number of hours of labour if, according to the Requisition Authority, the estimate in materials and labour is considered to be exaggerated. The Contractor will receive a contract (call-up) by fax or email to signal the start of the work and to authorize the ordering of parts.
 - c. If during the repairs the Contractor estimates that more work is required than was originally planned, he is obligated to advise the Technical Inspector that same day. The Requisition Authority authorizes the Contractor to surpass the original estimate by 10% without having to ask for written permission to continue. If the costs exceed 10% of the last approved estimate, the Contractor must stop all work in progress, submit a revised estimate and wait for approval before continuing the work.
 - d. Once the work is completed, the Contractor must fill out a DND 2027 or DND 2029 and provide it with the vehicle when it is delivered. The final invoice, along with the relevant invoices for parts and sub-contracting, must be sent to the Requisition Authority no later than two weeks after delivery of the vehicle.
- 8.3 The Requisition Authority might ask the Contractor to do extra repairs or modifications, other than those described in the CFTOs or in this standing offer. In that case, the Contractor will follow the same procedures described in paragraph 8.2 of this document.
- 8.4 The Requisition Authority will establish the priorities of all work that is to be done and reserves the right to change them.
- 8.5 Modifications by the Contractor are not authorized, unless requested by the Requisitioning Authority.

9. Estimates

- 9.1 Estimates must be written in a clear and precise way. Each individual repair must be separate and describe in detail instead of grouping several together. For each repair, there must be sufficient detail about the specific steps required, the parts, and subcontracting.
- 9.2 The hours required for bodywork, sandblasting and painting, whether it is done by the Contractor or a Sub-Contractor should be clearly stated in the estimate.
- 9.3 On the entire estimate, the Contractor can charge for parts, subcontracting and Labour (productive time – work done directly on the vehicle) All other activities that are not directly productive in nature must be incorporated into the hourly rates and the profit margins indicated in Appendix “B”. Example: writing the estimates, getting information on the vehicle, filling out forms, researching or ordering parts (DND or locally), putting together reports and all other non-productive tasks - these cannot be charged for separately on the Contractor's estimate.
- 9.4 The Contractor cannot charge separately for the tools he uses during the repairs on vehicles or equipment. Example: Sand paper, drill bits, grinder discs for cutting or grinding, gas for welding (oxygen, acetylene, Argon, Helium, etc...), rods or wire for welding, or any other tool cannot be charged on the invoice. These costs must be incorporated into the hourly rates and the profit margins indicated in Appendix “B”. However, exceptions can be made for large scale projects that require a large amount of these types of tools. Before the work begins, they must first be approved by the Requisition Authority.
- 9.5 Appendix “D” contains a list of the items that are considered shop supply: items 1 to 13 can never be charged at any time; these costs must be incorporated into the hourly rates and the profit margins indicated in Appendix “B”. Items 14 to 25 can only be charged under the following situations:
- a. Major repairs requiring large amounts of material such as rivets for a truck box.
 - b. Special items that you do not keep in stock for this type of vehicle, such as 12 mm nuts.

For the exceptions above: before purchasing shop supplies, you must check with the Requisition Authority for approval, and a copy of the invoice must be provided.

- 9.6 The Contractor must follow the administrative management procedures established by the Government of Canada. This implies the use of specific forms.

The Requisition Authority will provide the forms where necessary and will provide instructions on how to use them. Other forms must be approved by the Requisition Authority.

10. Quality Control

- 10.1 All Inspections will be done at the Contractor's workshop unless instructions are given to the contrary. A quality control inspection by the Technical Inspector can be done at any time without notice at the Contractor's or Sub-Contractor's workshop.
- 10.2 Once the work is completed and before making an appointment with the Technical Inspector, the Contractor must fill out a certificate of compliance indicating that:
 - a. All of the instructions given by the Requisition Authority and the Technical Inspector were followed;
 - b. A quality control inspection was performed by one of the Mechanics or the Foreman.
- 10.3 Before accepting the finished product, the Technical Inspector will do a final inspection. If the Technical Inspector is not satisfied with the work, he can refuse to approve the final product, and can demand that corrections be made. The work is considered accepted when the Technical Inspector certifies a quality control sheet and well as the final estimate.
- 10.4 The Contractor will be evaluated throughout the duration of the standing offer for the quality of his work, his ability to meet deadlines as well as how precise his estimates and invoices are.

11. Additional information:

- 11.1 The Contractor has the responsibility to inform his Sub-Contractors of the contents of this standing offer. The Contractor is also responsible for making sure that each of his Sub-Contractors conforms to local, provincial and federal laws in their area of expertise.
- 11.2 The Contractor must be certified, exempt, or in the process of application to the Controlled Goods Program (CGP) when he submits his bid for the standing offer. Given that the work will require access to controlled goods under the *Defence Production Act*, the Contractor is advised herein that only persons registered, exempted or excluded under the CGP (Controlled Goods Program) are legally

authorized to examine, possess or transfer controlled goods. The Contractor shall keep its CGP registration or exemption in effect for the duration of the contract.

Appendix B

BASIS OF PAYMENT

TERM OF TWO YEARS FROM THE DATE OF VALIDITY UNTIL XX XXXX 2017

| Description of the work | Estimated quantity | Fixed hourly rate / regular hours (90%) | Fixed hourly overtime rate / business days outside regular business hours (5%) | Fixed hourly overtime rate / weekends and statutory holidays (5%) |
|---|---|---|--|---|
| 1 - Fixed hourly rate for inspection work including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | 1,200 hours | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |
| 2 - Fixed hourly rate for repair work including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | 7,500 hours | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |
| 3 - Fixed hourly rate for painting work including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | average hours per vehicle is 30 hours for 100 vehicles / equipment: 3,000 hours | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |
| 4 - Fixed hourly rate for bodywork including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | average hours per vehicle is 5 hours for 100 vehicles: 500 hours | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |
| | average | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |

| | | | | |
|--|---|---|--|--|
| 5 - Fixed hourly rates for sandblasting work including preparation, cleanup and disposal of contaminated sand, and for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | hours per vehicle is 30 hours for 100 vehicles / equipment: 3,000 hours | | | |
| <p>Note: Regular hours represent 90% of the estimated hours, overtime during regular working days represents 5% the quantity estimated hours and overtime for weekends and holidays is 5% the quantity estimated in hours. Regular hours must be a minimum of 35 hours per week and will be established according to the working hours of each Contractor when the standing offers are issued.</p> | | | | |
| 6 – Fixed price for the towing of a vehicle between ASU Montreal and the Contractor's workshop (one trip, in either direction). Includes mark-up, profit, time to load and unload the vehicle, and any other fees. | 20 vehicles | \$ _____/EA Straight body Tow truck with or without a platform | | |
| | 30 vehicles | \$ _____/EA Tractor trailer combination, with flatbed, low-bed, gooseneck, or tilt bed trailer | | |
| | 5 vehicles | \$ _____/EA Transport during the thaw or excessive size or weight (50000lbs and more) | | |

| | |
|---|---------|
| <p>7- Profit margin for work that is sub-contracted, work not already provided for in the rates 1 to 6 above. This profit margin must be calculated on the actual cost of the work and includes: profit and all associated costs, including non-productive activities, tooling and shop supplies (according to appendix “A” para 9) excluding the sales tax. The sales tax will be calculated as a separate item.</p> | _____ % |
| <p>8- Profit margin for all spare parts. This profit margin must be calculated on the actual cost of the part and includes: profit and all associated costs, including non-productive activities, tooling and shop supplies (according to appendix “A” para 9) excluding the sales tax. The sales tax will be calculated as a separate item (does not apply to parts supplied at no cost by DND).</p> | _____ % |

OPTIONAL 1 YEAR TERM FROM XXXX 2018 AU XXXX 2019

| Description of the work | Estimated quantity | Fixed hourly rate / regular hours (90%) | Fixed hourly overtime rate / business days outside regular business hours (5%) | Fixed hourly overtime rate / weekends and statutory holidays (5%) |
|--|---|---|--|---|
| 1. Fixed hourly rate for inspection work including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | 1,200 hours | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |
| 2 - Fixed hourly rate for repair work including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | 7,500 hours | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |
| 3 - Fixed hourly rate for painting work including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | average hours per vehicle is 30 hours for 100 vehicles / equipment: 3,000 hours | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |
| 4 - Fixed hourly rate for bodywork including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | average hours per vehicle is 5 hours for 100 vehicles: 500 hours | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |
| 5 - Fixed hourly rates for sandblasting work including preparation, cleanup and disposal of contaminated sand, | average hours per vehicle is 30 hours for 100 vehicles | \$ _____ / hr | \$ _____ / hr | \$ _____ / hr |

| | | | | |
|--|---------------------------------|---|--|--|
| and for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) | / equipment: 3,000 hours | | | |
| <p>Note: Regular hours represent 90% of the estimated hours, overtime during regular working days represents 5% the quantity estimated hours and overtime for weekends and holidays is 5% the quantity estimated in hours. Regular hours must be a minimum of 35 hours per week and will be established according to the working hours of each Contractor when the standing offers are issued.</p> | | | | |
| 6 – Fixed price for the towing of a vehicle between ASU Montreal and the Contractor's workshop (one trip, in either direction). Includes mark-up, profit, time to load and unload the vehicle, and any other fees. | 20 vehicles | \$ _____/EA Straight body Tow truck with or without a platform | | |
| | 30 vehicles | \$ _____/EA Tractor trailer combination, with flatbed, low-bed, gooseneck, or tilt bed trailer | | |
| | 5 vehicles | \$ _____/EA Transport during the thaw or excessive size or weight (50000lbs and more) | | |

| | |
|---|---------|
| <p>7- Profit margin for work that is sub-contracted, work not already provided for in the rates 1 to 6 above. This profit margin must be calculated on the actual cost of the work and includes: profit and all associated costs, including non-productive activities, tooling and shop supplies (according to appendix “A” para 9) excluding the sales tax. The sales tax will be calculated as a separate item.</p> | _____ % |
| <p>8- Profit margin for all spare parts. This profit margin must be calculated on the actual cost of the part and includes: profit and all associated costs, including non-productive activities, tooling and shop supplies (according to appendix “A” para 9) excluding the sales tax. The sales tax will be calculated as a separate item (does not apply to parts supplied at no cost by DND).</p> | _____ % |

Note 1: All amounts shown in this appendix are estimated quantities used for evaluation purposes only.

Appendix C

MANDATORY CRITERIA TO DEMONSTRATE WITH THE OFFER AND DURING THE VISIT OF CONTRACTOR'S WORKSHOP

1. MANDATORY CRITERIA TO DEMONSTRATE WITH THE OFFER

The Contractor's technical offer must clearly address in sufficient detail the points that are mentioned in this appendix, the function of which will be used to assess the offer. It is not enough to simply repeat the statements contained in the request for standing offer. It is the responsibility of the Contractor to include all necessary and relevant documents when submitting their offer. The offer must clearly demonstrate compliance with the requirements of this request for standing offer. Failure to observe the instructions and not providing the information requested will result in your offer being rejected for consideration.

Contractor's Personnel and Experience

| Mandatory criteria | Supporting document required | Further explanations |
|--------------------|------------------------------|----------------------|
| Mechanics | | |

| | | |
|---|--|--|
| <p>The 2 proposed Mechanics must each have a minimum of 5 years' experience repairing heavy equipment and have <u>one</u> of the following qualifications:</p> <p>A) a Journeyman competency card* in truck or automobile mechanics class A, B or C (or 1, 2 or 3) from the Parity Committee of the Automotive Services Industry</p> <p>B) a vocational diploma in mechanics for one of the following areas: Trucks Heavy equipment Forestry equipment Automobiles Farm equipment</p> <p>C) Military training as a Vehicle Technician level TQ5(or equivalent)</p> | <p>A) OR B)</p> <p>A curriculum vitae for each Mechanic must be included</p> | <p>The CVs of the proposed Mechanics' must clearly describe their years of experience in the repair of heavy equipment and have a copy of <u>one</u> of the following documents:</p> <p>A) the competency card from the Parity Committee of the Automotive Services Industry</p> <p>OR</p> <p>B) the vocational or military training certificates</p> |
| Foreman | | |
| <p>The proposed Foreman must have a minimum of 5 years' experience repairing heavy equipment and 2 years' experience as a Foreman in a heavy equipment repair workshop, as well as <u>one</u> of the following qualifications:</p> <p>A) a Journeyman competency card* in truck or automobile mechanics class A, B or C (or 1, 2 or 3) from the Parity</p> | <p>A) or B)</p> <p>A curriculum vitae for the Foreman must be included</p> | <p>A) The CV of the proposed Foreman must clearly describe the years of experience in the repair of heavy equipment, as well as the experience of being a Foreman in a heavy equipment repair workshop, and have a copy of <u>one</u> of the following documents:</p> <p>A) the competency card from the Parity Committee of the Automotive Services Industry</p> |

| | | |
|--|---|---|
| Committee of the Automotive Services Industry B) a vocational diploma in mechanics for one of the following areas: Trucks Heavy equipment Forestry equipment Automobiles Farm equipment OR C) Military training as a Vehicle Technician level TQ5(or equivalent) | | OR B) the vocational or military training certificates . |
| Contractor Experience | | |
| The Contractor must have been in the heavy equipment repair business for at least two years within the last three years. | A) No documents required, verification will be done with the Registraire des Entreprises du Québec or another province. OR B) The Contractor will need to provide two separate invoices for this type of service from two separate years within the last three years. | A) No explication required OR B) The documents provided must include at least the following: -Name of the Contractor -Description of the service rendered -date of the invoice when the service was rendered |

*Note 1: In case of the loss of a competency card, a letter must be provided from the Parity Committee of the Automotive Service Industry confirming that the employee in question is the registered holder of said competency card.

*Note 2: a competency certificate is not an acceptable substitute for a competency card, even if it is issued from the Parity Committee of the Automotive Service Industry.

2. Mandatory criteria evaluated during the visit of the Contractor's workshop

For the two (2) best standing offers, as rated by the selection method in this standing offer, the Requisitioning Authority and a representative of PWGSC will visit each of the Contractor's workshop (address indicated in section 5 of the request for standing offers, Certification, article 1.3) to verify the mandatory criteria as outlined in this section.

Failure to demonstrate full compliance with section 2 of Appendix C will render the offer non-admissible

This visit will be conducted during the assessment process to verify conformity with the following points:

- 2.1 Compliance with subsection 6.1 of Appendix A, with respect to vehicle parking and storage.
- 2.2 Compliance with subsection 6.2 of Appendix A, with respect to the spare parts storage in the workshop.
- 2.3 Compliance with subsection 6.3 of Appendix A, with respect to the size of the garage door of the workshop.
- 2.4 Compliance with subsection 6.4 of Appendix A, with respect to the number of work bays in the workshop.

In the event where a Contractor does not meet the requirements of section 2 of this appendix, a tour of the workshop of the next Contractor in line will be done in accordance with the method of selection.

Annexe D

LIST OF SHOP SUPPLIES

Examples of shop supplies

| Series | French | English |
|--------|-------------------------------|----------------------------|
| 1 | Anti-grippant | Anti-Seize |
| 2 | Lubrifiant | Lubricant |
| 3 | Huile pénétrant ou pour coupe | Penetrating or cutting oil |
| 4 | Silicone | Silicone |
| 5 | Graisse | Grease |
| 6 | Téflon | Teflon |
| 7 | Nettoyants | Cleaners |
| 8 | Anti-fuite | Sealer |
| 9 | Colles | Glue |
| 10 | Epoxy | Epoxy |
| 11 | Rubans adhésifs | Tape |
| 12 | Attaches autobloquantes | Tie wrap |
| 13 | Guenilles | Rags |
| 14 | Collet de boyaux | Clamps |
| 15 | Rondelles | Washers |
| 16 | Quincaillerie de fixation | Fasteners |
| 17 | Boulons & écrous | Bolts & Nuts |
| 18 | Vis | Screw |
| 19 | Hélicoïde | Thread inserts |
| 20 | Goupille fendu | Cotter pin |
| 21 | Connecteurs | Connectors |
| 22 | Rivets | Rivets |
| 23 | Passe fils | Grommet |
| 24 | Segment d'arrêt | Snap-rings |
| 25 | Clavette | Key way |

Exceptions: Items 1 to 13 can never be charged on the invoice. Items 14 to 25 can only be charged under the following situations:

- 1) Major repairs requiring large amounts of material such as rivets for a truck box.
- 2) Special items such 12 mm nuts that you do not keep in stock for this type of vehicle.

For the exceptions 1 and 2 above: before purchasing shop supplies, you must check with the Requisition Authority for approval, and a copy of the invoice must be provided.