



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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet RISO - BODY REPAIR & PAINT SERVICES	
Solicitation No. - N° de l'invitation W0138-16SB03/A	Date 2016-10-21
Client Reference No. - N° de référence du client W0138-16SB03	
GETS Reference No. - N° de référence de SEAG PW-\$QCW-028-16907	
File No. - N° de dossier QCW-6-39204 (028)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-12-06	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Simoneau, Steve	Buyer Id - Id de l'acheteur qcw028
Telephone No. - N° de téléphone (418) 649-2816 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 3 Escadre Bagotville 3 EMA, Bât 216, rue Windsor ATTn:GEMRC, Bât 76 ALOUETTE Québec G0V1A0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée Voir doc.	Delivery Offered - Livraison proposée
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

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TITLE: RISO–BODY REPAIR AND PAINT SERVICES – CANADIAN FORCES BASE OF BAGOTVILLE

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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

2. Summary

- 2.1 The work includes, but is not necessarily limited to, the supply of labor, material, pick and delivery services, and all necessary equipment to carry out the services for body repair and paint of mobile equipment of CFB Bagotville. The duration of the Standing Offer is two years following contract award.
- 2.2 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)."

3. Security Requirements

Not applicable

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4. 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) (<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](#) (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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.

Tenders can be transmitted by fax to 418-648-2209.

2.3 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:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

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2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to steve.simoneau@tpsgc-pwgsc.gc.ca, the Standing Offer Authority no later than 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 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 Quebec.

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: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Financial Offer

Offerors must submit their financial offer **in accordance with 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

- a) At bid closing, have the Quebec environmental certification of automotive service workshops "Clé Verte"; (<http://www.cleverte.org/>)

To demonstrate this criterion, the contractor must provide a valid certification demonstrating that they own Quebec environmental certification of automotive service workshops

- b) Be located in a 75km radius of the Bagotville Canadian Forces Base.

The distance will be measured as the crow flies between 3, Escadre Bagotville, Alouette, Québec, G0V1A0 and the work site, using software such as Google Earth.

4.1.2 Financial Evaluation

4.1.2.1 Financial criteria

Offerors must submit their financial offer in accordance with Annex B – Basis of payment of this request for standing offers.

4.1.2.2 Evaluation of price – Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. The price of a bid will be calculated by determining a total evaluation

Among the compliant bids, the responsive offer with the lowest evaluated price, according to the quantities and approximate values mentioned herein, will be recommended for issuance of a standing offer. The price of the bid will be evaluated in Canadian dollars, excluding the Goods and Services Tax or Harmonized Sales Tax, FOB destination for goods, including excise tax and customs duties in Canada.

The example below demonstrate which evaluation method will be used:

The amount for of items 1-2 and 3 listed in Annex B - Basis of Payment:
The percentage use of the projected monetary value (\$600,000.00 projected over two years) of the standing offer divided by the lowest percentage and hourly rate of all offerers multiplied by the hourly rate for regular hours submitted by the offerer evaluated for each of these items;

= evaluation amount for one period

The total evaluation amount will therefore be the total of the evaluation amount for the initial period (2016-2018).

Please refer to the table below as an example of the calculation of the evaluation amount for the initial period (2016-2018). Note that the rates shown in the table are fictitious rates given as examples only.

No	A Description	B % use	C Percentage use of \$350,000.00 over two years	D Lowest rate from offerors	E Percentage use of \$350,000.00 over two years divided by lowest rate $E=(C/D)$	F 2016-2017 submitted by offeror 1	G 2016-2017 evaluation amount for offeror 1 $G=(ExF)$	H 2016-2017 rate submitted by offeror 2	I 2016-2017 evaluation amount for offeror 2 $I=(ExH)$
1	Hourly rate for Labor	70	\$420,000.00	\$50.00	\$8 400.00	\$55.00	\$462 000.00	\$50.00	\$420 000.00
2	Material and replacement parts + mark-up of X %.	25	\$150 000.00	10%	\$15 000.00	15%	\$225 000.00	10%	\$150 000.00
3.1	Pick-up and Delivery Cost without towing	4	\$24 000.00	\$15.00	\$1 600.00	\$15.00	\$24 000.00	\$18.00	\$28 800.00
3.2	Pick-up and Delivery Cost with towing	1	\$6 000.00	\$15.00	\$400.00	\$18.00	\$7 200.00	\$20.00	\$8 000.00
TOTAL		100	\$600 000.00				\$718 200.00		\$606 800.00

In the above example, offerer 1 submitted an evaluation amount for the standing offer period that was higher than the amount submitted by offerer 2.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Offerors must provide a documentary proof attesting they have the Quebec environmental certification of automotive service workshops "Clé Verte"; (<http://www.cleverte.org/>)

5.2.3 Language Capability

By submitting an offer, the Offeror certifies that it has the language capability required to perform the Work, as described in the Annex A – Requirement.

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PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no Security Requirements.

6.2 Financial Capability

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

7A. STANDING OFFER

7A.1 Offer

7A.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7A.2 Security Requirements

This Standing Offer does not have Security Requirements

7A.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.

7A.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7A.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

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

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7A.4 Term of Standing Offer

7A.4.1 Period of Standing Offer

The period for making call-ups and providing services against the Standing Offer is **from contract award to November 30, 2018 inclusive**.

7A.5 Authorities

7A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Steve Simoneau

Title: Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Address: 601-1550 D'Estimauville, Québec

Telephone: (418) 649-2816

Facsimile: (418) 648-2209

E-mail address: steve.simoneau@tpsgc-pwgsc.gc.ca

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

7A.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7A.5.3 Offeror's Representative (to be completed)

Name: _____

Title: _____

Address: _____

Telephone: (____) ____ - _____

Facsimile: (____) ____ - _____

E-mail address: _____

7A.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.

7A.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Bagotville Canadian Forces Base.

7A.8 Call-up Procedures

Call-ups against the Standing Offer will be issued as follows:

Step 1:

When necessary to perform work under this Offer, the Project Manager will contact by phone, fax or email the offeror. During this first contact, the Project Manager will explain briefly the nature of his need being careful to describe his problem.

Step 2:

The Offeror shall provide a cost estimate within 24 hours (weekends and public holidays not included). This estimate should include the cost of labor and the cost of parts. If required, the Offeror will visit the designated user's site to make the estimate of the work required. The estimate will be submitted free of charge to the Project Manager or his representative for approval. The Project Manager or his representative has the right to refuse that certain tasks be performed and to negotiate the number of repair hours, if according to this authority, the estimate is considered high. Any estimate will be valid for a period of **30 days**.

Note: Upon delivery of the estimate to the Project Manager or his representative, the contractor will agree with him on a reasonable time to the execution of works.

Step 3:

Issuance of a call-standing offer using the control instrument (see Article 7.8 of the SO)

7A.9 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 electronic document.

7A.10 Limitation of Call-ups

Individual call-ups against this Standing Offer must not exceed **\$15,000.00** (Applicable Taxes included).

7.A.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$600,000.00** (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

7A.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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the General Conditions 2010C(2016-04-04), General Conditions – Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment
- g) the Offeror's offer dated _____ (will be completed at contract award)

7A.13 Certifications

7A.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

7A.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 Quebec.

7B. 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.

7B.1 Statement of Work

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

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions - Services

2010C (2016-04-04), General Conditions – Services - Medium Complexity, apply to and form part of the Contract.

7B.2.2 Warranty

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be **twelve (12) months** after delivery and acceptance of the work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

2. Canada must pay the transportation costs associated with returning the work or any part of the work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the work or part of the work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the work from its location, the Contractor must carry out any necessary repair or making good of the work at that location and will be reimbursed its travel and living expenses.

3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 1, for the greater of:

- (a) the warranty period remaining, including the extension; or
- (b) ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties.

7B.3 Term of Contract

7B.3.1 Period of the Contract

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

7B.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.

7B.5 Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in **Annex B, Basis of Payment**. Customs duties are included and Goods and Services Tax or Harmonized Sales 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.

7B.5.1 Limitation of Price

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

7B.5.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7B.5.3 SACC Manual Clauses

M3800C (2006-08-15), Estimates

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0710C (2007-11-30), Time and Contract Price Verification

7B.5.5 Electronic Payment of Invoices – Call-up – if applicable

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

7B.6 Invoicing Instructions

7B.6.1

1. The contractor must submit invoices in accordance with the section in the General Conditions entitled "Invoicing Instructions". Invoices must not be submitted until all the work to which the invoice pertains has been completed.
2. Invoices must be distributed as follows:

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- (a) Send the original and two (2) copies to the address which appears on article 7B.6.2 for certification and payment.
3. The Government of Canada will only pay accounts on receipt of a satisfactory invoice and any other documentation specified in the Standing Offer.
4. Submit invoices on a "per call-up" basis using the contractor's own documents and including (at least) the following:
- (a) Contractor's name, address, procurement business number (PBN), etc
 - (b) Shipping address shown on the call-up
 - (c) Contractor's standing offer number, e.g.: W0106-15R126/001/QCL
 - (d) Call-up reference number quoted by the designated user (PO #)
 - (e) Period of invoicing
 - (f) Description of any item or services billed
 - (g) Total amount payable, in accordance with the payment arrangements specified in the Standing Offer.

7B.6.2 Billing Address

Bât 76, rue Churchill
BFC Bagotville, CP 5000
Succ Bureau-chef
Alouette, Québec, G0V 1A0

7B.7 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7B.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 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.

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- c. **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. **Employees and, if applicable, Volunteers** must be included as Additional Insured.
 - h. **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. **Non-Owned Automobile Liability -** Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

7B.7.2 Garage Automobile Liability Insurance

1. The Contractor must obtain Garage Automobile Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 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).

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- 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.

7B.8 Canadian Forces Site Regulations

The Contractor must comply with all standing orders or other regulations, instructions and directives in force on the site where the Work is performed.

ANNEX A - STATEMENT OF WORK

1. Requirements

The work includes, but is not necessarily limited to, the supply of labor, material, pick and delivery services, and all necessary equipment to carry out the services for body repair and paint of mobile equipment of CFB Bagotville. These include, but are not limited to:

- A. Repair of accident-damaged light-duty vehicles; consisting in making certain body repair and paint services. In no instance do they involve vehicle tune-up, work on the brakes or other, similar, work);
- B. Painting of accident-damaged light-duty motor vehicle bodies;
- C. Provision of towing service for the round-trip transportation of vehicles that are not in running order; and
- D. Provision of round-trip transportation service for vehicles in running order.

2- Categories of vehicles

The categories of vehicles covered by this Standing Offer are passenger vehicles, sport utility vehicles (SUVs), minivans, light trucks and trailers of various types, including a variety of attachments.

3. Estimates of costs

Where an estimate of the cost of performing specific work is required, the Identified User shall provide the Offeror with a statement of the work required and the Offeror shall 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 shall 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 shall not be exceeded without the specific written authorization of the Identified User.

4. Parts

- a. Unless they are provided by DND, the parts required for the repair will be provided by the supplier and identified on the quote.
- b. The replaced parts will have to be returned to DND, CFB Bagotville.

5. Requirements:

- A. Have the Quebec environmental certification of automotive service workshops "Clé Verte"; (<http://www.cleverte.org/>)
- B. The offeror must own an enclosed paint room large enough to fully accommodate all vehicles covered by this Standing Offer. The largest vehicle measures 123 inches high, 95 inches wide and 256 inches long.

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- C. The offeror must be equipped to do sand-blasting;
 - D. The offeror's paint room must be equipped with a dust collection system;
 - E. The offeror must have the equipment required to realign the frames of light vehicles (this item may be sub-contracted);
 - F. The offeror must be located in a 75km radius of the Bagotville Canadian Forces Base.

6. Transportation

The offeror will be responsible for pick-up and delivery (once work has been completed) of the vehicles of designated users.

- A. Vehicles in running order must be driven by a person under the offeror's responsibility who is qualified to drive the type of vehicle in question.
- B. Towing of accident-damaged vehicles not in running order will be arranged by the offeror.

7. Work location

All work must be carried out at the offeror's shop.

8. Start of work

Work shall start within five (5) days after the receipt of a call-up against the Standing Offer.

ANNEX B

BASIS OF PAYMENT

BODY REPAIR AND PAINT SERVICES

1. LABOUR

This part accounts for about 70% of the standing offer value

The Contractor shall indicate the hourly rate for labour, for each year, for repairs carried out in its shops. This rate shall include overhead and profit as well as shop supply costs.

Article	Description	Fixed Hourly Rate (applicable taxes excluded)	
		Year 1	Year2
1	Labour for repairs	_____ \$/hr	_____ \$/hr

2. MATERIAL AND REPLACEMENT PARTS

This part accounts for about 25% of the standing offer value.

Equipment and replacement parts must be provided at the Contractor's cost price plus a mark-up of X percent. Random verifications can be carried out at any times during the term of the standing offer in order to ensure that prices are compliant with the Basis of Payment. Upon request, the Contractor shall provide supporting documentation.

Article	Description	Mark-up (in percentage)	
		Year 1	Year 2
2	Purchase of material and replacement parts	_____ %	_____ %

3. PICK-UP AND DELIVERY COST:

This part accounts for about 5% of the standing offer value, divided as follows: 4% for pick-up and delivery both on the vehicle power and 1% for pick-up with a towing and delivery.

The Contractor shall indicate a fixed price for each year (if applicable) for picking up or dropping off a vehicle. This will be for vehicles in operating condition, between Valcartier Garrison and the Contractor's repair shops.

If there is no applicable cost, the Contractor should enter "N/A" or "\$0.00".

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Article	Description	Fixed Unit price (applicable taxes excluded)	
		Year 1	Year 2
3.1	Pick-up and delivery both on the vehicule power	_____ \$	_____ \$
3.2	Pick-up using a tow truck and delivery on the vehicule power	_____ \$	_____ \$

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Annex C - Reporting requirements

Report

Regional individual Standing Offer (RISO)

W0138-16BS03/001/QCW, Body repair and paint services

Offeror : _____

Reporting period : from _____ to _____

Name of the Department / Client : _____

Items	Number of call-up	The amount
Labour	_____ hours	\$
Material and Replacement parts	_____(description)	\$
Pick-up and delivery both on the vehicule power	_____ round-trips	\$
Pick-up using a tow truck and delivery on the vehicule power	_____ rounds-trips	\$

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