

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Travaux publics et Services gouvernementaux
Canada**

**Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300**

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-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet RISO: Military Vehicles Repair	
Solicitation No. - N° de l'invitation W1985-187884/A	Date 2018-08-02
Client Reference No. - N° de référence du client W1985-18-7884	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-030-14984
File No. - N° de dossier MTA-7-40407 (030)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-22	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Pommet, Bruno André	Buyer Id - Id de l'acheteur mta030
Telephone No. - N° de téléphone (514)702-9582 ()	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 DEPOT D'ATELIER BATISSE 10 SUD- FET RECEPTION COMMERCIALE 6769 NOTRE DAME EST MONTREAL Québec H1N 2E9 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

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Buyer ID - Id de l'acheteur
mta030
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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 and Additional Information: includes the certifications and additional information 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. |

The Annexes include:

- Annex A: Statement of work;
- Annex B: Basis of payment;
- Annex C: Mandatory technical criteria;
- Annex D: Shop supplies list;
- Annex E: Insurance Requirements;
- Annex F: Electronic Payment Instruments;
- Annex G: Complete list of Board of Directors.

1.2 Summary

- 1.2.1 Request for Regional Individual Standing Offer(s) (RISO) to supply, on an as and when ordered basis, inspection and repair services of various military vehicles for the Department of National Defence (DND) at 202 Workshop Depot (202 WD) which is a DND unit located at ASU Montreal (Area Support Unit Montreal, in Longue-Pointe).

Resulting Standing Offer(s) will be in place from the date of award and for a 2 year firm period with the right for Canada to authorize an optional 1 year period.

1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.3 The requirement is subject to a preference for Canadian goods and/or services.

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

1.4 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 (2018-05-22) 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: 120days

2.1.1 SACC Manual Clauses

A3015T (2014-06-26), Certifications – Bid

A9130T (2014-11-27), **Controlled Goods Program- Bid**

M0019T (2007-05-25), Firm Price and/or Rates

M1004T (2016-01-28), Condition of Material

M7035T (2013-07-10), List of Proposed Subcontractors

2.2 Submission of Offers

Offers must be submitted, by mail or facsimile, to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

You must submit your offer, **by mail, in person or facsimile**, prior to the closing time and date:

By mail or in person at the following address:

Place Bonaventure, South-West Protal
800, rue de la Gauchetiere Ouest, Suite 7300
Montréal, Quebec H5A 1L6

By facsimile, at the following number: (514) 496-3822

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.

2.4 Enquiries - Request for Standing Offers

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

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

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

Due to the nature of the RFSO, offers transmitted by epost Connect service will not be accepted.

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: 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 or 14 inch (216 mm x 279 mm or 356 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 or 14 inch (216 mm x 279 mm or 356 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 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**.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5 (*if applicable*).

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.
- c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

All offers must comply with all the mandatory requirements and meet all mandatory technical criteria to allow its proper evaluation. Failure to comply will render your offer non-receivable.

4.1.1.1 Mandatory Technical Criteria (See Annex C)

- 1- Please refer to Annex C which lists all the mandatory technical criteria to be demonstrated. These criteria must be demonstrated by documents to be provided with your offer and / or at the request of Canada during the evaluation process. Failure to comply will render your offer non-responsive.

4.1.2 Financial Evaluation (See Annex B)

According to the prices of the articles 1 to 9 (only and inclusively) mentioned in Annex B (2 firm years + 1 option year).

4.1.2.1 SACC Manual Clause

M0222T (2016-01-28), Evaluation of Price – Canadian/Foreign Offerors

Bidders are required to submit prices for all years (each of the 2 firm years and the option year) and for all items in Annex B - Basis of Payment.

Any offer submitted in foreign currency will be assessed in Canadian currency. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor.

4.2 Basis of Selection

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

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

Number of Standing Offers to be issued based on the number of responsive offers received:
Canada reserves the right to award **up to 3 standing offers**.

Ranking / Standing Offers (SO) proportional distribution:

Call-up procedure if 3 Standing Offers are awarded:

SO with the best rank:	45% of the volume of work awarded;
SO with the second best rank:	35% of the volume of work awarded;
SO with the third best rank:	20% of the volume of work awarded.

Call-up procedure if 2 Standing Offers are awarded:

SO with the best rank:	60% of the volume of work awarded;
SO with the second best rank:	40% of the volume of work awarded.

NOTE:

** In the event that a Standing Offer is set aside, the distribution of the volume of work of this Standing Offer will be allocated equally among the existing standing offers.*

** In the event that the Offeror who is to receive the next Call-up is unable to respond to the requirement, the Identified User (DND) will contact the Offeror who is next to receive the Call-up in proportional distribution. The Identified User will resume this process until an Offeror confirms that it can meet the requirement of the Call-up. In other words, call-ups will be made according to the principle of "right of first refusal" in the event that the proportional distribution cannot be respected due to lack of incapacity.*

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), 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 – Required Documentation (see Annex G)

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website: http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

5.2.3.1.1 SACC Manual clause: A3050T (2014-11-27) Canadian Content Definition

5.2.3.2 Controlled Goods Program- Bid

1. As the resulting contract will require the production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program and registration is carried out as follows:
 - a. When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
 - b. When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
 - c. When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 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 Requirement at Annex "A".

7.2 Security Requirement

There is no security requirement applicable to the Standing Offer.

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>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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W1985-187884/A
Client Ref. No. - N° de réf. du client
W1985-187884

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40407

Buyer ID - Id de l'acheteur
mta030
CCC No./N° CCC - FMS No./N° VME

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer (to be completed at Standing Offer award)

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

7.4.2 Extension of Standing Offer (to be completed at Standing Offer award)

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **12 month period from _____ to _____** and 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 **90 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: **Bruno André Pommet**
Title: Supply specialist
Public Works and Government Services Canada
Acquisitions Branch Directorate
Address: 800 La Gauchetière St, Portail South-East, Suite 7300, Montreal, Qc H5A 1L6
Telephone: 514-702-9582
Facsimile: 514-496-3822
E-mail address: brunoandre.pommet@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.

7.5.2 Project Authority (to be completed at standing offer award)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____

Organization: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

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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

(to be completed by the bidder)

Name: _____
Title: _____
Organization: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

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

Department of National Defence (DND) – 202 Workshop Depot (202 WD) - Longue-Pointe, Montreal, Quebec, Canada.

7.8 Call-up Procedures

Call-ups must be allocated proportionately as follows for each Standing Offer issued.

Call-up procedure if 3 Standing Offers are awarded:

SO with the best rank:	45% of the volume of work awarded;
SO with the second best rank:	35% of the volume of work awarded;
SO with the third best rank:	20% of the volume of work awarded.

Call-up procedure if 2 Standing Offers are awarded:

SO with the best rank:	60% of the volume of work awarded;
SO with the second best rank:	40% of the volume of work awarded.

NOTE:

** In the event that a Standing Offer is set aside, the distribution of the volume of work of this Standing Offer will be allocated equally among the existing standing offers.*

** In the event that the Offeror who is to receive the next Call-up is unable to respond to the requirement, the Identified User (DND) will contact the Offeror who is next to receive the Call-up in proportional distribution. The Identified User will resume this process until an Offeror confirms that it can meet the requirement of the Call-up. In other words, call-ups will be made according to the principle of "right of first refusal" in the event that the proportional distribution cannot be respected due to lack of incapacity.*

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:

- PWGSC-TPSGC 942 Call-up against a Standing Offer
- PWGSC-TPGSC 942-2 Call-up against a Standing Offer - Multiple Delivery

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

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 \$_____ (***amount will be indicated at the issuance of the standing offer***), (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.

7.12 Priority of Documents

If there is a discrepancy between the wordings 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 (2018-06-21), General Conditions - Services (Medium complexity);
- e) Annex A, Statement of work;
- f) Annex B, Basis of payment;
- g) Annex C, Mandatory criteria;
- h) Annex D, Shop supplies list;
- i) Annex E, Insurance Requirements;
- j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.14 Applicable Laws *(to be completed by the bidder)*

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 _____.

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

2010C (2018-06-21), General Conditions - Services (Medium complexity) apply to and form part of the Contract.

Section 13 - Interest on Overdue Accounts, of 2010C (2018-06-21), General Conditions – Services (Medium complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery 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

7.5.1 Basis of Payment

The Contractor will be paid at the firm unit prices and hourly rates specified in Annex B. Customs duties are included and Applicable Taxes are extra.

The Standing Offer will be awarded in Canadian currency. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor.

7.5.2 Multiple Payments

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

7.5.3 Limitation of Price

SACC Manual clause: C6000C (2017-08-17) Limitation of Price

7.5.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

7.5.5 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI).

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. 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 SACC Manual Clauses

A1009C (2008-05-12), Work Site Access
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

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A9131C (2014-11-27), Controlled Goods Program - Contract
B4060C (2011-05-16), Controlled Goods
B6802C (2007-11-30), Government Property
M3800C (2006-08-15), Estimates

ANNEX « A »

REQUIREMENT

INSPECTION AND REPAIR SERVICES FOR MILITARY VEHICLES AND EQUIPMENT.

DEFINITIONS:

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

- a. **Requisition Authority:** Person authorized from the Department of National Defence (DND) to enter into a contract (subsequent order) with the contractor via Form 942
- 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:** Any company who has bid or has the intention of bidding on a request for a standing offer (SOA). A winning bidder will be responsible for carrying out the work as outlined in the standing offer that has been awarded.
- d. **Sub-Contractor:** A company that performs 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. **PSPC:** Public Services and Procurement Canada.
- k. **CARC:** Chemical Agent Resistant Coating.
- l. **CGP:** Controlled Goods Program.

1. CONTEXT

- 1.1 202 Workshop Depot (202 WD) is a (DND) unit located at ASU Montreal (Area Support Unit Montreal, in Longue-Pointe). This unit overhauls and repairs Canadian Armed Forces combat vehicles and weapon systems. One of the 202 WD's mandates is to inspect and to repair Canadian Forces military vehicles and equipment. However 202 WD does not have the necessary capacity to perform this work and it desires to set up to 4 standing offers with contractors to accomplish this task.
- 1.2 Most of the equipment has been operated under extreme conditions during Canadian Armed Forces participation in UN (United Nations) and NATO (North American Treaty Organisation) missions. Some of the equipment were used in static roles and have 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 functional equipment to working order, without performing an initial inspection.

2. REQUIREMENT

Inspection and repair of the following equipment:

- a. Heavy Logistics Vehicle Wheeled (HLVW) – 10, 16 and 22 ton trucks;

-
- b. Heavy Engineer Support Vehicle (HESV) – 15 ton truck;
 - c. Logistics Support Vehicle Wheeled (LSVW) – 1½-ton truck
 - d. Light Utility Vehicle Wheeled (LUVW) – ¾ ton truck;
 - e. Various trailers (¾-ton, 1½-ton and 850 kg);
 - f. Various shelters that are mounted on a vehicle;
 - g. Military vehicles and logistic military equipment that are not subject to ITAR restrictions (weapon systems, armored vehicles, tanks).

*** This request for standing offer does not include these types of vehicles in any case:**
-> Armoured Heavy Support Vehicle System (AHSVS);
-> Light Utility Vehicle Wheeled (LUVW), Mercedes Trucks.

**** See Annex B for estimated quantities for each category of vehicles / equipment.**

3. TASKS

- 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 (available on call-ups against standing offers);
 - b. general mechanical repairs;
 - c. 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 trucks 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. application of a rustproofing treatment.

4. **CONTRACTOR PERSONNEL**

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

- a. a foreman with a mechanic's qualification* with two years' experience within the last ten years as a foreman in a truck or automobile repair shop;
- b. 2 mechanics with the qualification of mechanic*

The Contractor's personnel who perform inspections and repair of all DND vehicles and equipment must have a mechanic's qualification*.

***Definition: qualification of mechanic:**

Person with 5 years of experience within the last ten years in the repair of trucks and/or automobiles, with **one** of the following qualifications:

- A journeyman competency card in the repair of trucks or automobiles, class A, B or C (or 1, 2 or 3) from the Parity Committee of the Automotive (CPA) Services Industry;

or

- A diploma of vocational studies (DVS) in the repair of trucks or/or automobiles; and/or military training as a Vehicle Technician, TQ5 qualified (or equivalent).

4.2 The contractor must have been in the truck repair business for at least two years within the last three years.

4.3 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. LOCATION OF THE CONTRACTOR'S REPAIR WORKSHOP

The work must be done at the contractor's workshop. The workshop must be the property of the Contractor or must be rented by the contractor for the duration of the standing offer.

The location of the Contractor's workshop must be located at a road distance of 75 km or less OR at 75 minutes or less by car, from the Montreal Area Support Unit (ASU) of 202 Workshop Depot (202 DW) of the Department of National Defense located at Longue-Pointe (6769 Notre Dame East, Montreal, H1N 3R9). This operational requirement limits us to a radius of 75 km, as it includes DND technical inspector travel.

6. PARKING AND STORAGE

- 6.1 The contractor must have enough room to park at least 25 of the largest vehicles in a secured area inaccessible. The size of this place must be at least 8250 square feet. 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 place (parking) or elsewhere.
- 6.2 The contractor must provide a restricted access security zone at his workshop for the storage of parts supplied by the Requisition Authority.
- 6.3 The size of the garage door of the contractor's workshop must be able to accommodate the larger (bulky) vehicles, which means having a garage door of at least 11 feet wide by 12 feet tall.
- 6.4 The contractor must be able to provide a minimum of 4 work bays in his workshop to perform the work safely on the vehicles as specified in paragraph 6.1.

In case of national need, the contractor must be able to respond to the requested work; the contractor is responsible to meet all the Standing Offer requirements.

Note: Canada reserves the right to verify the contractor's secured area, parking and storage capacities prior to the issuance of Standing Offer and/or during the period of the Standing Offer.

7. REPAIRS REQUIRED MATERIAL

- 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 these cases, an estimate of the cost must be provided 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 shall 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 (standards will be given following the issuance of the standing offer).

The contractor always must validate the colour with the Technical Inspector by showing him a sample before starting to paint. Otherwise, he will be responsible for the cost of repainting the entire piece of equipment or the entire vehicle.

- 7.6 The contractor must identify, clean, and return all « A » class parts (indicated in the estimate – see paragraph 9) such as alternators, compressors, etc... to the Requisition Authority for disposal. The contractor must fill out a CF942 (condition tag) for each « A » class part that is returned according to the proper procedures. The contractor cannot charge any costs 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".
- 7.7 The contractor must identify, clean, and return all used parts with a resale value such as batteries, used tires, scrap metal, etc... to the Requisition Authority for disposal. The contractor must fill out a CF942 (condition tag) according to the proper procedures for

each used part with a resale value that is returned. The contractor cannot charge separately for identifying, cleaning, and returning used parts with a resale value. These costs must be incorporated into the hourly rates and profit margins listed in Annex "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 a detailed 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 by phone with the Technical Inspector to certify all of the materials described 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 (form 942) 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 approved initial estimate by 10% without having to ask for written permission to continue. If the costs exceed 10% of the last approved initial 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 (available on call-ups against standing offers) 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 The contractor is not authorized to modify any parts of the required work, unless when requested in writing by the Requisitioning Authority.

9. ESTIMATES (COST OF WORK AND PARTS)

- 9.1 Estimates must be written in a clear and precise way using the template provided by the Requisition Authority (Excel spreadsheet). Each individual repair must be separate and described in detail instead of grouping several. For each repair, the required steps, parts and subcontract work must be clearly detailed.
- 9.2 The number of hours required to perform the required and authorized work, whether done by the contractor or subcontracted, must be clearly stated in the estimate.
- 9.3 On the entire estimate, the contractor can charge for parts, subcontracting and labour. No cost can be charged for activities such as preparing estimates, taking information about vehicles / equipment, completing forms, searching for or ordering DND or local parts, preparing reports, etc. All costs associated with these activities must be incorporated into the hourly rates and profit margins indicated in Annex "B".
- 9.4 The contractor cannot charge separately for the tools he uses during the repair on vehicles or equipment; for example: sand paper, drill bits, grinder discs for cutting or grinding, gas for welding (oxygen, acetylene, Argon, Helium, etc...), rods or wire for welding, etc. These costs must be incorporated into the hourly rates and the profit margins indicated in Appendix "B". However, exceptions can be made for specialized types of tools, under prior approval by the Requisition Authority.
- 9.5 A list of workshop supplies can be found in Annex "D".

-Items 1 to 13 can never be charged on the invoice; their 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 not kept in stock such as 12 mm nuts for some type of vehicles.

Note: before purchasing shop supplies, the contractor always must verify with the Requisition Authority for approval. A copy of the purchase 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. CONTROLLED GOODS

The contractor must be certified, exempt, or in the process of application to the Controlled Goods Program (CGP) at bid submission or prior to the issuance of 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 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.

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ANNEX « B »

BASIS OF PAYMENT

TWO FIRM YEAR PERIOD: FROM THE DATE OF ISSUANCE TO _____.

YEAR 1: FROM _____ TO _____.

Description of the work (See ANNEX A)	Estimated quantity	Fixed hourly rate / regular hours (90%) Please indicate the time slot of your regular hours: _____	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.	1 200 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
2 - Fixed hourly rate for repair work including amounts for non-productive activities, tooling and shop supplies.	7 500 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
3 - Fixed hourly rate for painting work including amounts for non-productive activities, tooling and shop supplies.	Average hours per vehicle is 30 hours for 100 vehicles: 3 000 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
4 - Fixed hourly rate for bodywork including amounts for non-productive activities, tooling and shop supplies.	Average hours per vehicle is 5 hours for 100 vehicles: 500 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr

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5 - Fixed hourly rates for sandblasting work including preparation, cleanup and disposal of contaminated sand, and for non-productive activities, tooling and shop supplies.	Average hours per vehicle is 30 hours for 100 vehicles: 3 000 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
<p>Note 1: 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> <p>Note 2: All amounts shown in this appendix are <u>estimated quantities used for evaluation purposes only.</u></p>				

<p>For items 6-7-8-9: see Annex A - paragraph 2 for types of vehicles and equipment (abbreviations).</p> <p>6- Fixed price for the complete repainting of each type of vehicle or trailer described in the Appendix A, including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) as well as all of the materials needed for painting (paint included), and all towing to and from the Sub-contractor where applicable.</p>	30 vehicles	<p>\$_____/EA HLVW cargo with or without crane, or HMRT</p> <p>\$_____/EA HLVW tanker (fuel or water)</p> <p>\$_____/EA HLVW PLS 10 or 16 tons</p> <p>\$_____/EA HLVW wrecker</p> <p>\$_____/EA HLVW tractor 10 or 22 tons</p>
	10 vehicles	<p>\$_____/EA HESV PLS</p> <p>\$_____/EA HESV dump truck</p> <p>\$_____/EA HESV tractor</p>
	25 vehicles	<p>\$_____/EA LSVW cargo</p> <p>\$_____/EA LSVW with shelter or ambulance</p> <p>\$_____/EA LSVW MRT</p> <p>\$_____/EA LSVW cable layer</p>
	25 vehicles	<p>\$_____/EA LUVW</p>
	20 trailers	<p>\$_____/EA trailer 850 KG</p>
	20 trailers	<p>\$_____/EA trailer 1½ Tons</p>

<p>7- Fixed price for the sand-blasting of each type of vehicle (cargo), including preparation, cleaning and disposal of the contaminated sand, including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) and the materials needed for sandblasting (sand included), and round-trip towing to the subcontractor where applicable.</p>	30 vehicles	<p>\$_____/EA HLVW cargo with or without crane, or HMRT</p> <p>\$_____/EA HLVW tanker (fuel or water)</p> <p>\$_____/EA HLVW PLS 10 or 16 tons</p> <p>\$_____/EA HLVW wrecker</p> <p>\$_____/EA HLVW tractor 10 or 22 tons</p>
	10 vehicles	<p>\$_____/EA HESV PLS</p> <p>\$_____/EA HESV dump truck</p> <p>\$_____/EA HESV tractor</p>
	25 vehicles	<p>\$_____/EA LSVW cargo</p> <p>\$_____/EA LSVW with shelter or ambulance</p> <p>\$_____/EA LSVW MRT</p> <p>\$_____/EA LSVW cable layer</p>
	25 vehicles	<p>\$_____/EA LUVW</p>
	20 trailers	<p>\$_____/EA trailer 850 KG</p>
	20 trailers	<p>\$_____/EA trailer 1½ Ton</p>

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<p>8- Fixed price for the towing of a vehicle between ASU Montreal and the contractor's workshop (one trip, in either direction), by means of a tow truck equipped with a stinger or tilt bed. Must include the cost of removing and installing the main driveshaft. Including mark-up, profit and any other fees.</p> <p>Note: The main drive shaft must be removed during towing for all DND vehicles</p>	<p>30 vehicles</p> <p>10 vehicles</p> <p>25 vehicles</p> <p>25 vehicles</p> <p>20 trailers</p> <p>20 trailers</p>	<p>\$_____/EA HLVW</p> <p>\$_____/EA HESV</p> <p>\$_____/EA LSVW</p> <p>\$_____/EA LUVW</p> <p>\$_____/EA trailer 850 KG</p> <p>\$_____/EA trailer 1½ Tons</p>
<p>9- Fixed price for the towing of a vehicle between ASU Montreal and the contractor's workshop (one trip, in either direction) using a low bed, drop deck, or tilt bed type trailer. Including markup, profit and any other fees.</p>	<p>30 vehicles</p> <p>10 vehicles</p> <p>25 vehicles</p> <p>25 vehicles</p> <p>20 trailers</p> <p>20 trailers</p>	<p>\$_____/EA HLVW</p> <p>\$_____/EA HESV</p> <p>\$_____/EA LSVW</p> <p>\$_____/EA LUVW</p> <p>\$_____/EA trailer 850 KG</p> <p>\$_____/EA trailer 1½ Tons</p>
<p>11- Profit margin for work that is sub-contracted, work not already provided for in the rates 1 to 9 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 (see Annex "A" - paragraph 9.5 & Annex D). Applicable taxes are extra.</p> <p>12- 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 (see Annex "A" - paragraph 9.5 & Annex D). Applicable taxes are extra. *Does not apply to parts supplied at no cost by DND.</p>		<p>_____ %</p> <p>_____ %</p>

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YEAR 2: FROM _____ TO _____

Description of the work (See ANNEX A)	Estimated quantity	Fixed hourly rate / regular hours (90%) Please indicate the time slot of your regular hours: _____	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.	1 200 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
2 - Fixed hourly rate for repair work including amounts for non-productive activities, tooling and shop supplies.	7 500 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
3 - Fixed hourly rate for painting work including amounts for non-productive activities, tooling and shop supplies.	Average hours per vehicle is 30 hours for 100 vehicles: 3 000 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
4 - Fixed hourly rate for bodywork including amounts for non-productive activities, tooling and shop supplies.	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, and for non-productive activities, tooling and shop supplies.	Average hours per vehicle is 30 hours for 100 vehicles: 3 000 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr

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Note 2: All amounts shown in this appendix are estimated quantities used for evaluation purposes only.

<p>For items 6-7-8-9: see Annex A - paragraph 2 for types of vehicles and equipment (abbreviations).</p> <p>6- Fixed price for the complete repainting of each type of vehicle or trailer described in the Appendix A, including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) as well as all of the materials needed for painting (paint included), and all towing to and from the Sub-contractor where applicable.</p>	30 vehicles	<p>\$_____/EA HLVW cargo with or without crane, or HMRT</p> <p>\$_____/EA HLVW tanker (fuel or water)</p> <p>\$_____/EA HLVW PLS 10 or 16 tons</p> <p>\$_____/EA HLVW wrecker</p> <p>\$_____/EA HLVW tractor 10 or 22 tons</p>
	10 vehicles	<p>\$_____/EA HESV PLS</p> <p>\$_____/EA HESV dump truck</p> <p>\$_____/EA HESV tractor</p>
	25 vehicles	<p>\$_____/EA LSVW cargo</p> <p>\$_____/EA LSVW with shelter or ambulance</p> <p>\$_____/EA LSVW MRT</p> <p>\$_____/EA LSVW cable layer</p>
	25 vehicles	<p>\$_____/EA LUVW</p>
	20 trailers	<p>\$_____/EA trailer 850 KG</p>
	20 trailers	<p>\$_____/EA trailer 1½ Tons</p>

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<p>7- Fixed price for the sand-blasting of each type of vehicle (cargo), including preparation, cleaning and disposal of the contaminated sand, including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) and the materials needed for sandblasting (sand included), and round-trip towing to the subcontractor where applicable.</p>	30 vehicles	<p>\$_____/EA HLVW cargo with or without crane, or HMRT</p> <p>\$_____/EA HLVW tanker (fuel or water)</p> <p>\$_____/EA HLVW PLS 10 or 16 tons</p> <p>\$_____/EA HLVW wrecker</p> <p>\$_____/EA HLVW tractor 10 or 22 tons</p>
	10 vehicles	<p>\$_____/EA HESV PLS</p> <p>\$_____/EA HESV dump truck</p> <p>\$_____/EA HESV tractor</p>
	25 vehicles	<p>\$_____/EA LSVW cargo</p> <p>\$_____/EA LSVW with shelter or ambulance</p> <p>\$_____/EA LSVW MRT</p> <p>\$_____/EA LSVW cable layer</p>
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<p>8- Fixed price for the towing of a vehicle between ASU Montreal and the contractor's workshop (one trip, in either direction), by means of a tow truck equipped with a stinger or tilt bed. Must include the cost of removing and installing the main driveshaft. Including mark-up, profit and any other fees.</p> <p>Note: The main drive shaft must be removed during towing for all DND vehicles</p>	<p>30 vehicles</p> <p>10 vehicles</p> <p>25 vehicles</p> <p>25 vehicles</p> <p>20 trailers</p> <p>20 trailers</p>	<p>\$_____/EA HLVW</p> <p>\$_____/EA HESV</p> <p>\$_____/EA LSVW</p> <p>\$_____/EA LUVW</p> <p>\$_____/EA trailer 850 KG</p> <p>\$_____/EA trailer 1½ Tons</p>
<p>9- Fixed price for the towing of a vehicle between ASU Montreal and the contractor's workshop (one trip, in either direction) using a low bed, drop deck, or tilt bed type trailer. Including markup, profit and any other fees.</p>	<p>30 vehicles</p> <p>10 vehicles</p> <p>25 vehicles</p> <p>25 vehicles</p> <p>20 trailers</p> <p>20 trailers</p>	<p>\$_____/EA HLVW</p> <p>\$_____/EA HESV</p> <p>\$_____/EA LSVW</p> <p>\$_____/EA LUVW</p> <p>\$_____/EA trailer 850 KG</p> <p>\$_____/EA trailer 1½ Tons</p>
<p>11- Profit margin for work that is sub-contracted, work not already provided for in the rates 1 to 9 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 (see Annex "A" - paragraph 9.5 & Annex D). Applicable taxes are extra.</p> <p>12- 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 (see Annex "A" - paragraph 9.5 & Annex D). Applicable taxes are extra. *Does not apply to parts supplied at no cost by DND.</p>		<p>_____ %</p> <p>_____ %</p>

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OPTION YEAR: FROM _____ TO _____

Description of the work (See ANNEX A)	Estimated quantity	Fixed hourly rate / regular hours (90%) Please indicate the time slot of your regular hours: _____	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.	1 200 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
2 - Fixed hourly rate for repair work including amounts for non-productive activities, tooling and shop supplies.	7 500 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
3 - Fixed hourly rate for painting work including amounts for non-productive activities, tooling and shop supplies.	Average hours per vehicle is 30 hours for 100 vehicles: 3 000 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr
4 - Fixed hourly rate for bodywork including amounts for non-productive activities, tooling and shop supplies.	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, and for non-productive activities, tooling and shop supplies.	Average hours per vehicle is 30 hours for 100 vehicles: 3 000 hours	\$_____/ hr	\$_____/ hr	\$_____/ hr

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Note 2: All amounts shown in this appendix are estimated quantities used for evaluation purposes only.

<p>For items 6-7-8-9: see Annex A - paragraph 2 for types of vehicles and equipment (abbreviations).</p> <p>6- Fixed price for the complete repainting of each type of vehicle or trailer described in the Appendix A, including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) as well as all of the materials needed for painting (paint included), and all towing to and from the Sub-contractor where applicable.</p>	30 vehicles	<p>\$_____/EA HLVW cargo with or without crane, or HMRT</p> <p>\$_____/EA HLVW tanker (fuel or water)</p> <p>\$_____/EA HLVW PLS 10 or 16 tons</p> <p>\$_____/EA HLVW wrecker</p> <p>\$_____/EA HLVW tractor 10 or 22 tons</p>
	10 vehicles	<p>\$_____/EA HESV PLS</p> <p>\$_____/EA HESV dump truck</p> <p>\$_____/EA HESV tractor</p>
	25 vehicles	<p>\$_____/EA LSVW cargo</p> <p>\$_____/EA LSVW with shelter or ambulance</p> <p>\$_____/EA LSVW MRT</p> <p>\$_____/EA LSVW cable layer</p>
	25 vehicles	<p>\$_____/EA LUVW</p>
	20 trailers	<p>\$_____/EA trailer 850 KG</p>
	20 trailers	<p>\$_____/EA trailer 1½ Tons</p>

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<p>7- Fixed price for the sand-blasting of each type of vehicle (cargo), including preparation, cleaning and disposal of the contaminated sand, including amounts for non-productive activities, tooling and shop supplies (according to appendix "A" para 9) and the materials needed for sandblasting (sand included), and round-trip towing to the subcontractor where applicable.</p>	30 vehicles	<p>\$_____/EA HLVW cargo with or without crane, or HMRT</p> <p>\$_____/EA HLVW tanker (fuel or water)</p> <p>\$_____/EA HLVW PLS 10 or 16 tons</p> <p>\$_____/EA HLVW wrecker</p> <p>\$_____/EA HLVW tractor 10 or 22 tons</p>
	10 vehicles	<p>\$_____/EA HESV PLS</p> <p>\$_____/EA HESV dump truck</p> <p>\$_____/EA HESV tractor</p>
	25 vehicles	<p>\$_____/EA LSVW cargo</p> <p>\$_____/EA LSVW with shelter or ambulance</p> <p>\$_____/EA LSVW MRT</p> <p>\$_____/EA LSVW cable layer</p>
	25 vehicles	<p>\$_____/EA LUVW</p>
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8- Fixed price for the towing of a vehicle between ASU Montreal and the contractor's workshop (one trip, in either direction), by means of a tow truck equipped with a stinger or tilt bed. Must include the cost of removing and installing the main driveshaft. Including mark-up, profit and any other fees. Note: The main drive shaft must be removed during towing for all DND vehicles	30 vehicles	\$_____/EA HLVW
	10 vehicles	\$_____/EA HESV
	25 vehicles	\$_____/EA LSVW
	25 vehicles	\$_____/EA LUVW
	20 trailers	\$_____/EA trailer 850 KG
	20 trailers	\$_____/EA trailer 1½ Tons
9- Fixed price for the towing of a vehicle between ASU Montreal and the contractor's workshop (one trip, in either direction) using a low bed, drop deck, or tilt bed type trailer. Including markup, profit and any other fees.	30 vehicles	\$_____/EA HLVW
	10 vehicles	\$_____/EA HESV
	25 vehicles	\$_____/EA LSVW
	25 vehicles	\$_____/EA LUVW
	20 trailers	\$_____/EA trailer 850 KG
	20 trailers	\$_____/EA trailer 1½ Tons
11- Profit margin for work that is sub-contracted, work not already provided for in the rates 1 to 9 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 (see Annex "A" - paragraph 9.5 & Annex D). Applicable taxes are extra.		_____ %
12- 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 (see Annex "A" - paragraph 9.5 & Annex D). Applicable taxes are extra. *Does not apply to parts supplied at no cost by DND.		_____ %

ANNEX « C »

MANDATORY TECHNICAL CRITERIA TO BE DEMONSTRATED

It is the contractor's responsibility to include all relevant requested documents when submitting an offer or at request of Canada during the technical mandatory criteria evaluation process.
Failure to comply will render your offer non-receivable.

1. CONTRACTOR'S PERSONNEL (see Annex A, para. 4.1)

Mandatory criteria	Supporting documents required	Additional explanations
Foreman		
<p>The proposed foreman must have a minimum of 5 years' experience repairing trucks or automobiles and 2 years' experience within the last 10 years as a foreman in a truck or automobile repair workshop AND one of the following qualifications:</p> <p>A) a Diploma of vocational studies (DVS) in the repair of trucks or automobiles (military training as a vehicle technician level TQ5 or equivalent is acceptable)</p> <p>OR</p> <p>B) a journeyman competency card in truck or automobile repair class A, B or C (or 1, 2 or 3) from the Parity Committee of the Automotive* (CPA) Services Industry</p>	<p>A) A copy of the DVS and /or military training</p> <p>OR</p> <p>B) A copy of the competency card CPA*.</p> <p>AND</p> <p>*The foreman resume must be included.</p>	<p>The resume 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 truck or automobile repair workshop, and one of the following documents:</p> <p>A) A copy of the DVS and /or military training</p> <p>OR</p> <p>B) A copy of the competency card from the Parity Committee of the Automotive* Services Industry</p>

Mechanics (x2)		
Mandatory criteria	Supporting documents required	Additional explanations
<p>Each of the 2 proposed mechanics must have a minimum of 5 years' experience within the last 10 years repairing trucks or automobiles AND <u>one</u> of the following qualifications:</p> <p>A) A Diploma of vocational studies (DVS) in the repair of trucks or automobiles (military training as a vehicle technician level TQ5 or equivalent is acceptable)</p> <p>OR</p> <p>B) A journeyman competency card in truck or automobile repair class A, B or C (or 1, 2 or 3) from the Parity Committee of the Automotive* (CPA) Services Industry.</p>	<p>A) A copy of the DVS and /or military training</p> <p>OR</p> <p>B) A copy of the competency card CPA*.</p> <p>AND</p> <p>*the resume of the 2 mechanics must be included.</p>	<p>The resume of the proposed Mechanics' must clearly describe their years of experience in the repair of trucks or automobiles and <u>one</u> of the following documents:</p> <p>A) A copy of the DVS and /or military training</p> <p>OR</p> <p>B) A copy of the competency card from the Parity Committee of the Automotive* Services Industry</p>

*Note 1: In case of the loss of the competency card (CPA), and therefore the inability of the contractor to include a copy with the offer, a letter must be provided from the Parity Committee of the Automotive Service Industry confirming that the given employee is the registered holder of the competency card, but awaits for a new one.

*Note 2: Copy of the competency card CPA: 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. CONTRACTOR'S EXPERIENCE (See Annex A, para. 4.2)

Mandatory criteria	Supporting documents required	Additional explanations
The contractor must have been in the truck repair business for at least 2 years within the last 3 years.	A) No document required, verification will be done with the <i>Registraire des Entreprises du Québec</i> or from any other province. OR B) The contractor will need to provide 2 separate invoices for this type of service from 2 separate years within the last 3 years.	A) No additional explanation required. OR B) The documents provided must include, at least, the following: -Name of the contractor; -Description of the service rendered on the invoice; -Date of the invoice when the service was rendered;

3. LOCATION OF THE CONTRACTOR'S REPAIR WORKSHOP (see Annex A, para. 5)

For the operational reasons mentioned in paragraph 5 of Annex A, the location of the contractor's workshop, where work will be done, must be located at a road distance of 75 km or less OR at 75 minutes or less by car, from the Montreal Area Support Unit (ASU) of 202 Workshop Depot (202 DW) of the Department of National Defense located at Longue-Pointe, Montreal.

ASU full address: 6769 Notre-Dame East St., Montreal, Qc, H1N 3R9

Please provide the following documentation with your offer in order to complete the technical evaluation of this mandatory technical criterion:

Refer to website: <https://www.google.ca/maps> to print and provide the itinerary between the two points (the location of the contractor's workshop AND the ASU). The itinerary or the proposed route by the offeror must be 75km or less OR 75 minutes or less by car.

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ANNEX « D »

NON-EXHAUSTIVE WORKSHOP SUPPLY LIST

Ref: See Annex A, para. 9.5.

Examples:

#	French	English
Items that cannot be charged at any time.		
1	Anti-grippant	Anti-Seize
2	Lubrifiant	Lubricant
3	Huile pénétrant ou pour couper	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	Tie wrap
13	Guenilles	Rags
Items that can be charged under specific situations.		
14	Serre-joints	Clamps
15	Rondelles	Washers
16	Agrafes, crochets, fixations	Fasteners
17	Boulons & écrous	Bolts & Nuts
18	Vis	Screw
19	Insert fileté	Thread inserts
20	Clavettes	Cotter pin
21	Connecteurs	Connectors
22	Rivets	Rivets
23	Œillets	Grommet
24	Anneaux	Snap-rings
25	Taraud	Tab Key

ANNEXE « E »

INSURANCE REQUIREMENTS

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.
- 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.
 - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - o. 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

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.

Automobile Liability Insurance

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

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. 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,
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284 Wellington Street, Room SAT-6042,
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Solicitation No. - N° de l'invitation
W1985-187884/A
Client Ref. No. - N° de réf. du client
W1985-187884

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40407

Buyer ID - Id de l'acheteur
mta030
CCC No./N° CCC - FMS No./N° VME

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*

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.

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ANNEX « F »

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI).

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ANNEX « G »

COMPLETE LIST OF COMPANY BOARD OF DIRECTORS

NOTE TO BIDDERS

WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

PBN (PROCUREMENT BUSINESS NUMBER): _____