



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656

**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

Address inquiries to the Contracting Authority at
wayne.cook@pwgsc-tpsgc.gc.ca

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada Supply
and Services Operation
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3

Title - Sujet Medium & Heavy Vehicle Service	
Solicitation No. - N° de l'invitation W0107-18M004/A	Date 2019-03-01
Client Reference No. - N° de référence du client W0107-18M004	GETS Ref. No. - N° de réf. de SEAG PW-\$PET-906-1559
File No. - N° de dossier PET-8-49048 (906)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-03-19	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Cook, Wayne	Buyer Id - Id de l'acheteur pet906
Telephone No. - N° de téléphone (613)401-0623 ()	FAX No. - N° de FAX (613)687-6656
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence Control Office, Bldg H-112 2 Svc Bn, Maint Coy, Garrison Petawawa Petawawa, ON, K8H 2X3	
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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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 the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 Requirement

To establish a Regional Individual Standing Offer (RISO) for the provision of all labour, materials, supervision, transportation and equipment to service, inspect, repair, modify, recover and body refinish 3 Ton and heavier fleet of vehicles and trailers that consist of Civilian and Military Pattern type vehicles and Civilian with Military upgrades for Garrison Petawawa, Ontario.

- **Client Department**

Department of National Defence, Garrison Petawawa.

- **Period of Standing Offer**

The period for placing call-ups against the Standing Offer will be 01 April 2019 to 31 March 2022.

- **Delivery Points**

Petawawa, Ontario

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 services.

1.2.4 The requirement is limited to Canadian goods and services.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (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: 120 days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Bid Receiving Public Works and Government Services Canada
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa, Ontario, K8H 2X3
Bid Fax: (613) 687-6656
Email address for epost Connect service: TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Bids/Offeres will not be accepted if emailed directly to this email address. This email is to initiate an epost Connect conversation, as detailed in the Standard Instructions.

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 five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)
Section II: Financial Offer (1 hard copy)
Section III: Certifications (1 hard copy)
Section IV: Additional Information (1 hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "E" 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.

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

4.1.1.1 Mandatory Technical Criteria

Should any of the following Mandatory Requirements not be met the bid will be considered as non-compliant and shall not be given any further consideration.

- (a) Bidders must provide proof of registration with the Controlled goods Program for themselves and/or body work Sub (if used)
- (b) Bidders must provide DOT Ontario Safety Inspection Station for Truck and Trailer certification.

4.1.2 Financial Evaluation

4.1.2.1 Offers meeting the requirements will be assessed to arrive at an evaluated price based on the estimated usages provided herein at Annex "B".

The estimated usages provided herein are for the sole purpose of establishing an evaluation tool, based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown.

DEFINITIONS:

Extended Price: Will be calculated by taking the Unit price multiplied by the Estimated Usage. The three years will be added together to arrive at the total extended price.

Extended Percentage: Will be by taking the percentage and multiplying it by the Estimated Dollar Value and add the Estimated Dollar Value. The three years will be added together to arrive at the total extended price.

Evaluated Price: Is the sum of all total extended prices

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

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

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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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](https://www.canada.ca/en/employment-social-development/canada-labour/s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 goods and Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

5.2.3.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

5.2.3.2 Required documents

- 5.2.3.2.1 Copy of the Ontario 310T license of the personnel who will be performing the mechanical repairs (minimum of 3 Technicians that have been licensed for 5 years at a minimum).
- 5.2.3.2.2 Copy of Certification for the fusion welder who will be performing the welding repairs (minimum 5 years' experience within the trade).
- 5.2.3.2.3 Proof of minimum 8 years' experience inspecting and repairing commercial, heavy vehicles and trailers.
- 5.2.3.2.4 Proof of minimum 2 years' experience inspection and repairing military/commercial and Military Pattern vehicles and trailers (repairs must include electrical and hydraulic systems, contracts with DND to prove).
- 5.2.3.2.5 Proof that bodywork is done in a certified Ontario licensed facility.
- 5.2.3.2.6 Proof that the body workers and painters have a minimum 5 years' experience painting with the Chemical Agent Resistant Coating (CARC) system.
- 5.2.3.2.7 Proof that the interior of the contractor premises is monitored by an alarm system for afterhours security while the DND equipment is inside being repaired.
- 5.2.3.2.8 Proof that the contractor has a fenced, illuminated, locked compound to secure DND vehicles while parked outdoors on their premises.

5.2.3.2.9 Proof that work bays are large enough to hold up to 45 foot trailers (including 32000 Ltr refueling trailer), highway busses and tractors (minimum 6 bays).

5.2.3.3 Contractor's Site Requirements

The Crown will visit the Contractor's site before award of Standing Offer to confirm the following:

- (a) Must possess interior of the contractor premises is monitored by an alarm system for afterhours security while the DND equipment is inside being repaired.
- (b) Must have a fenced, illuminated, locked compound to secure DND vehicles while parked outdoors on their premises.
- (c) Must have sufficient interior work space large enough to hold up to 45 foot trailers (including 32000 Ltr refueling trailer), highway busses and tractors.

5.2.3.4 Environmental Attributes

As part of the federal government's commitment to environmentally responsible procurement, Public Services and Procurement Canada encourages the private sector to develop and implement environmentally responsible initiatives in manufacturing processes, products, business management systems and packaging.

Suppliers are requested to submit information and /or substantiating documentation regarding their stated environmental initiatives, and the details of the environmental impact of the goods proposed in terms of overall environmental management, for example:

- a. Provide details of your policies and practices in relation to environmentally responsible manufacturing processes.
- b. Provide details of your policies and practices in relation to environmentally responsible waste disposal initiatives.
- c. Provide details of your policies and practices in relation to waste reduction initiatives.
- d. Provide details of your policies and practices in relation to packaging initiatives.
- e. Provide details of your policies and practices in relation to re-use strategies.
- f. Provide details of your policies and practices in relation to recycling.

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 **C**

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 Requirements

7.2.1 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) (<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.

7.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". 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: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 1 April 2019 to 31 March 2022.

7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Wayne Cook
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 101 Menin Rd. Bldg S-111, Rm C-114
4 CDSG Garrison Petawawa, Petawawa ON K8H 2X3
Telephone: 613-401-0623
Facsimile: 613-687-6656
E-mail address: wayne.cook@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

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

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

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

7.5.3 Offeror's Representative

Name and telephone number of the person responsible for:

General Enquiries:
Name: _____
Telephone: ____ - ____ - _____

Facsimile: _____ - _____ - _____
E-mail address: _____

Delivery Follow-up:
Name: _____
Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Garrison Petawawa.

7.8 Call-up Procedures

Call-ups will be issued to the Standing Offer holder for products in accordance with Annex "A"

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 2 and 3 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-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

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 \$30,000.00 (Applicable Taxes included).

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____.

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 SACC Manual Clauses

SACC Manual clause [M3060C](#) (2008-05-12) Canadian Content Certification

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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 Requirement

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 13 (2018-06-21) Interest on overdue accounts will not apply to payments made by credit cards.

7.2.2 SACC Manual Clauses

SACC Manual Clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations
SACC Manual Clause [A9131C](#) (2014-11-27), Controlled Goods Program - Contract
SACC Manual Clause [B4060C](#) (2011-05-16), Controlled Goods

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.3.2 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

1. The Basis of Payment attached hereto as Annex "B" shall be used to price any call-up made pursuant to this Standing Offer.
2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", Goods and Services Tax or Harmonized Sales Tax (GST/HST) extra, if applicable.

7.5.2 Multiple Payments

SACC Manual Clause [H1001C](#) (2008-05-12), Multiple Payments

7.5.3 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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.6 Invoicing Instructions

Only one (1) copy of the invoices is required and must show:

- a) the date;
- b) name and address of the Consignee
- c) DND's purchase order number and the Standing Offer number;
- d) description of the services.

7.6.2 2 ASG Garrison Petawawa Invoices shall be submitted to:

Department of National Defence
Control Office, Bldg H-112
2 Svc Bn Maint Coy
2 ASG Garrison Petawawa, Ontario K8H 2X3

7.7 Insurance Requirements

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

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.

Solicitation No. - N° de l'invitation

W0107-18M004/A

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

W0107-18M004

Amd. No. - N° de la modif.

File No. - N° du dossier
PET-8-49048

Buyer ID - Id de l'acheteur

PET906

CCC No./N° CCC - FMS No./N° VME

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.

ANNEX "A"

REQUIREMENT

Statement of Work for Garrison Petawawa 3 Ton and Heavier Truck and Trailer Fleet Identification

1 – This requirement for SOA is for the servicing, inspection, repairs, modifications, recovery, and body refinishing on an as required basis to the 3 Ton and heavier fleet of vehicles and trailers under the responsibility of Garrison Petawawa.

2 – All of the vehicles are 3 Ton and / or heavier, all trailers are 11/2 Ton or heavier and fall into the following 3 categories:

A – Commercial variants: these vehicles / trailers are standard off the shelf as purchased from the manufacture with no military modifications, all parts are readily available, and standard commercial paint is used for their refinishing.

B – Militarized / Commercial variants: these vehicle / trailers are off the shelf as purchased from the manufacture, however they have had some military modification added by the manufacture at the request of DND. These modifications are usually in heavier frames, suspension and the lighting package which is usually Uni-Volt US Mil Spec LED lights. The paint may be of the standard commercial color or CARC paint system.

B – Standard Military Pattern (SMP): these vehicles / trailers have been built especially for DND to DND specifications. They usually are heavier in construction, with 24 Volt electrical systems, Uni-Volt LED lighting, and are always coated with the CARC paint system. On this fleet DND will supply all parts that are DND specific and cannot be normally be purchased by the public. These parts are limited to some body panels, radio and other specialized mounting equipment.

3 – The exact number and types of vehicles / trailers will vary over the duration of this SOA: however the most common affected vehicles are as listed below:

A – Commercial Variants – 2011 Freightliner M2-106

2008-13 International 4300

2008-16 International Pro Star

2014-15 International Dura Star 4400

2010-13 International Work Star 7400

2002 Sterling LT9511

2006-08 Sterling Actera

2016 Ford 450 Ambulance

2009-10 International ICRE bus

2017 Overland Apollo coach

2007 MCI J4500

53'Durabody Van trailers

B – Militarized / Commercial Variants – 17 Ton Western Star flat deck

50 Ton Western Star tractors

35 Ton Arnes folding deck trailers

40 Ton Scheltima folding deck trailer

40 / 45 Ton Arnes / Scheltima separating gooseneck trailers

53" Durabody flat deck trailer

30 Ton Temisko flat deck

32,000 Ltr REMTEC refueling trailers

C – Military Variants –10 Ton Steyr all variants including wrecker, palletized loading system and refueling variants

21/2 Ton MLVW

All 11/2 Ton SMP trailers and their variants

Technical Requirement

1 – The contractor shall be responsible to supply all parts, paint, materials, lubricants, shop supplies, and labor that may be required to perform any all requested repairs thru this SOA. DND will only supply specialized Military SMP parts on an as required basis, when required to do so. DND will not supply either

the CARC paint or the Uni-Volt lights. Jobber parts are authorized for use in the repairs, however they must meet and or exceed OEM specifications and have the Project Authorities approval prior to use.

2 – All vehicle / trailer mechanical repairs must be performed by a 310T Ontario vehicle technician, all welding must be performed by an Ontario certified welder certified to CSA standard of W47.1 for fusion welding. All body repairs and refinishing must be performed by a certified body technician. Unless otherwise stated in the Call – Up all repairs will be completed to a standard of “As New” within OEM specifications, and to the full satisfaction of the Project Authority. All repairs are to be completed within trade accepted standard repair times as stated by the manufacture or Mitchell on Demand software.

3 – When completed all repairs must carry a no cost parts and labor warranty against any defects in parts and or workman ship. The warranty period is to begin on the date the vehicle / trailer is accepted by the Project Authority and must be valid for the following periods:

A – Small repairs with no new parts installed – 90 days

B – Normal repairs in which new parts were used – 6 months, 30,000Kms

C – Major repairs such as component, engine rebuilds, and complete refurbishments – 12 Months 120,000Kms.

4 – Since these vehicles travel North America wide, and considering the fact that DND cannot be reimbursed directly for any warranty claims. The contractor must be prepared to deal directly with the nearest repairs facility to where the vehicles breaks down to settle any requirements directly with that repair facility. The DND Project Authority will make the decision as to whether the repair falls under a warranty claim.

5 – Under normal conditions DND will deliver the equipment to and upon its acceptance will pick the equipment up from the contractors premises. However due to times of manpower shortages the contractor when requested to do so on the Call Up must be prepared to pick up the equipment from Garrison Petawawa within 48 Hrs of the Call Up and upon completion and acceptance return it to Garrison Petawawa the day after acceptance. No equipment will be picked up or returned without the prior approval of the Project Authority.

6 – The contractor shall be responsible to provide recovery and heavy lift services on an as required basis when requested by the Project Authority. This service must be available to Garrison Petawawa on a 24Hr per day 7 days a week basis. Normally the contractor shall be responsible to provide this service within a 200Km radius of Garrison Petawawa.

Occasionally the contractor may be required to go outside of this area to recover equipment.

The contractor will only respond to recovery requests directly from the Project Authority. All recovered equipment will be returned to either the Transport Compound at Garrison Petawawa or directly to the contractor's premises, as directed by the Project Authority.

7 – A call Up to the Standing Offer will be completed for all requested repairs as required. Under normal circumstances the contractor will receive the Call Up directly from the Project Authority or via Fax / E mail, in the case of a priority the contractor will be advised by phone from the Project Authority with paperwork to follow. At no time will the contractor proceed with any repairs no listed on the Call Up without the prior written approval of the Project Authority. The following procedures for Call Ups will be strictly adhered to:

Normal Repairs:

A – When DND is delivering the equipment the contract the contractor will receive the Call Up in person or by Fax / E Mail from the project Authority. The vehicle will be delivered to the contractors premises the next working day.

B – When the contractor is required to pick up the equipment after receiving the Call Up he must pick up the equipment the next working day following the receiving the Call Up, and within 48 Hrs must provide the Project Authority with a total cost estimate of the requested repairs. At this time the Project Authority will review the cost estimate, and the project Authority will approve the repair. At no time will the contractor order any parts or proceed with the repair until authorized by the Project Authority.

C – Upon completion the contractor shall notify the Project Authority who will go to the contractor's premises and perform the acceptance inspection. If he is satisfied with the repair he will accept the equipment on behalf of DND. After acceptance the contractor shall return the vehicle the following working day to Garrison Petawawa. At no time will any equipment be returned to the Garrison without the prior approval of the Project Authority.

Priority Repairs (IOR):

A – A priority repair may require that overtime work be performed by the contractor.

B – The contractor will normally receive a priority repair call up by phone from the Project Authority.

C – DND will immediately deliver the equipment to the contractor, it will arrive with a paper copy of the call up. The contractor will be required to free up the required technician to work on this equipment upon its arrival.

D – The contractor will have up to 4 hours to provide the Project Authority with a full cost estimate for the repair and contact the Project Authority with the estimate for authorization. Only when the Project Authority authorizes the repair will the contractor begin the repair.

E – Once completed he will immediately contact the Project Authority who will go to his premises and perform the acceptance inspection.

Inspection and Servicing

8 – When it requested the contractor will be required to perform either a DOT Ontario Safety Inspection or a DND 2027 Inspection copy of the 2027 form is attached. He shall only perform the requested inspection, no repairs are authorized.

A – For a DOT Ontario Safety Inspection the contractor will perform an inspection as per provincial regulations. Upon completion in the case of a vehicle they will affix the Safety Sticker to the windshield, and give a copy of the Inspection Certificate to the Project Authority. In the case of a trailer he will give both the sticker and a copy of the certificate to the Project Authority.

B – For a DND 2027 Inspection, DND will supply the contractor with the appropriate DND form which shall be properly filled out by the contractor in a clean, clear readable manner, insuring all applicable sections are completed. The contractor does not have the authority to ground or declare the equipment unsafe and will leave that block blank. All wheels will be pulled brakes serviced and measured and recorded as well as tire depth. Antifreeze strength will be tested and recorded on the inspection sheet.

9 – When servicing only is requested the contractor shall perform the following work:

A – For vehicles; the contractor will change the engine oil and oil filters, fuel filters, and air filter if required. He will grease the chassis as per OEM specifications, check and top up if required all levels, test the antifreeze strength and adjust if require to -45 degrees F. All batteries will be tested, posts cleaned and serviced. All replacement type filters Such as oil, fuel, and differential will have the date of replacement written on their side in permanent marker.

B – For trailers; the contractor will grease all lubrication points, adjust the brakes, as per OEM specifications. If equipped with a pup motor he will fully service the motor to include changing the oil, filters, and if a gas powered motor replace the spark plug. If equipped with a hydraulic system the contractor will tighten any loose fittings, replace the hydraulic filter and top up the level.

10 – All repairs are on an as required basis and will vary from one call up to another however; the most common types of repairs will be:

A – Vehicle: ECM, electrical wiring, brake repairs, engine repairs, accident damage repairs including bodywork.

B – Trailers: electrical wiring, brake repairs, re-decking wooden decks (all wood deck material shall be either Oak or Hemlock). Replacing hoses, fittings, straightening damaged metal and goosenecks.

11 – Payment will be made either by Purchase Order or ARI Fleet Card the contractor will be informed as to which with each call up. All invoices must be completed and available for the Project Authority within one working day of completion of the acceptance inspection, and must be clearly written showing parts, labor, core charge (if applicable), and HST separately.

The following is a copy of the 2027 Inspection form

ANNEX "B"

BASIS OF PAYMENT

Medium & Heavy Vehicle Service

Item	Description	Unit of Issue	Estimated Usage	Pricing Year 1	Pricing Year 2	Pricing Year 3
1	Recovery charge to be charged once only per call up Km charges are in addition as per item 2 or 3.	Each	30			
2	Recovery and heavy lift service on call 24 hours an day 7 days a week up to 200 Kms from Garrison Petawawa Bldg D 57.	Km	4500			
3	Recovery and heavy lift service on call 24 hours an day 7 days a week Over 200 Kms from Garrison Petawawa Bldg D 57.	Km	2000			
4	Contractor pick-up and delivery of equipment. Normal Repairs	Lot	40			
5	Hourly shop rate Normal Repairs	Hr	850			
6	Hourly shop rate Overtime after 5 pm and on weekend and statutory holidays	Hr	50			
7	Hourly shop rate Priority Repairs when we ask that our equipment be worked on over all other work not to be added to overtime rate.	Hr	100			
8	DOT Ontario Safety Inspection	Each	35			
9	DND 2027 Inspection	Each	20			
10	All inclusive Redeck (remove and dispose of old deck and install new including labour and all new hardware).	Board Feet	2332.48			
11	Redeck Boards to match existing including 2 coats of wood treatment applied to all sides and edges at contractor's cost plus or minus _____%	Percentage	\$10,000.00			
12	Outrigger Boards that must be one solid piece and including handles to match existing including 2 coats of wood treatment applied to all sides and edges at contractor's cost plus or minus _____%	Percentage	\$8,000.00			
14	Replacement parts at contractor's cost plus or minus _____%	Percentage	\$80,000.00			
15	Replacement fluids at contractor's cost plus or minus _____%	Percentage	\$6,000.00			
16	Shop Supplies Rate Price _____% of total bill.	Percentage	Total			

ANNEX "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1.1.1 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.

1.1.2 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- 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.

2. Automobile Liability Insurance (required when driving DND owned vehicles)

- 2.1.1 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.
- 2.1.2 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.
 - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

3. Garage Automobile Liability Insurance

- 3.1.1 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.
- 3.1.2 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.

Solicitation No. - N° de l'invitation
W0107-18M004/A
Client Ref. No. - N° de réf. du client
W0107-18M004

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-8-49048

Buyer ID - Id de l'acheteur
PET906
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

PERIODIC USAGE REPORT FORM

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Public Works and Government Services Canada	(613) 687-6656	wayne.cook@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>E - Mail</i>

At: Public Works and Government Services Canada
Acquisitions Branch Ontario Region
101 Menin Rd. Garrison Petawawa
Building S-111, Rm C-114
Petawawa, Ontario
K8H 2X3

REPORT ON THE VOLUME OF BUSINESS

CONTRACTOR:

REPORT FOR THE PERIOD ENDING:

Description of Work	Call up #	Total Billing

Or **NIL REPORT:** We have not done any business with the federal government for this period

PREPARED BY:

NAME:

SIGNATURE:

TELEPHONE NO.:

ANNEX "E" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "F"

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

Suppliers may register for a PBN online at **Supplier Registration Information**. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.