

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving - PWGSC

1550, d'Estimauville Avenue
1550, D'Estimauville Avenue

Quebec

Quebec

G1J 0C7

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Vehicule Body Repair	
Solicitation No. - N° de l'invitation W0106-19S026/A	Date 2019-09-30
Client Reference No. - N° de référence du client W0106-19S026	GETS Ref. No. - N° de réf. de SEAG PW-\$QCN-035-17772
File No. - N° de dossier QCN-9-42105 (035)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-10-21	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée Voir Doc.	
Address Enquiries to: - Adresser toutes questions à: Deslauriers, Annie	Buyer Id - Id de l'acheteur qcn035
Telephone No. - N° de téléphone (418)649-2707 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 5 Bon Svc et RDDC COURCELETTE Québec G0A4Z0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

LIGHT DUTY MOTOR VEHICLE BODY REPAIR
COMMERCIAL VEHICLE PLATOON DEPARTMENT OF NATIONAL DEFENCE AT
VALCARTIER SUPPORT BASE
AND
DEFENCE RESEARCH AND DEVELOPMENT CANADA, VALCARTIER

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven (7) 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 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: Electronic Payment Instruments
Annex D: Offerors' Demonstration of Environmental Commitment
Annex E: Insurance Requirements
Annex F: Periodic Usage Reports – Standing Offer |

1.2 Summary

Provide, on an as-and-when-requested basis, services consisting of:

- 1) Repair of light-duty motor vehicle bodies;
- 2) Repair of accident-damaged light-duty vehicles (consisting in making certain minor mechanical repairs of accident-related breakage). These involve only parts located adjacent to the bodies of accident-damaged vehicles (ie, replacement of radiators). In no instance do they involve vehicle tune-up, work on the brakes or other, similar, work);
- 3) Painting of accident-damaged light-duty motor vehicle bodies;

- 4) Provide one-way and/or return transportation service for vehicles in working order.

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

These services are for the Commercial Vehicle Platoon of the Department of National Defense (DND) at the following two locations:

- 1) Commercial Vehicle Platoon at Valcartier Support Base, and
- 2) Defense Research and Development Canada (DRDC), Valcartier, Quebec.

Number of Standing Offers: Canada may issue up to (3) Standing Offers to provide services for two (2) years from the date of grant, with two (2) optional extension periods of one (1) year each. The three offers will be distributed as follows according to the lowest total evaluation price:

- 1) The first: 40% of the value offer;
- 2) The second: 35% of the value offer; and
- 3) The third: 25% of the value offer.

If only two offers are responsive, the percentage of the third, namely 25%, will be reassigned in equal shares to the first and second, so there will be only two offerors. If only one offer is responsive, the percentage of the second and the third, namely 35%, + 25 % = 60 % will be reassigned to the first, so there will be only one offeror to cover the entire need.

The total expected value of all standing offers is **\$225 000,00** (excluding taxes) per year.

1.2.1 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 2 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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

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 fifteen (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 7.17 Transition to an e-Procurement Solution (EPS).

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

PART 2 - BIDDER 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](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

- 2.2.1** By using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)
The email address of PWGSC Quebec region Bid Receiving Unit is:
TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE. REFER TO THE 2003 STANDARD INSTRUCTIONS (2018-05-22).

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

- 2.2.3** By mail or in person at:
Public Works and Government Services Canada (PWGSC)
1550, Avenue of Estimaerville
Quebec City, Quebec G1J 0C7

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 - BID 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer
Section II: Certifications

- 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 II: Financial Offer (1 hard copies)
Section II: Certifications (1 hard copies)

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:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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:

- 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
- use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annexe B - Basis of Payment detailed below.

Solicitation No. - N° de l'invitation
W0106-19S004/A
Client Ref. No. - N° de réf. du client
W0106-19S004

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-9-42034

Buyer ID - Id de l'acheteur
QCN035
CCC No./N° CCC - FMS No./N° VME

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex D - 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.

Section II: 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

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including financial evaluation criteria.

4.1.1 Financial Evaluation

The price of the offer corresponds to the total price of the services offered minus preferential margin on the eco-responsible engagement, if applicable.

1. Bidders must submit firm prices, customs duties and excise taxes included, and Applicable Taxes excluded.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Bidders must provide prices Delivered Duty Paid (DDP), the Department of National Defence (DND) Valcartier, Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on a DDP basis.

4.1.1.1 Preferential margin for eco-responsible engagements

If the eco-responsible commitment is demonstrated to Canada's satisfaction, a preferential margin will be applied based on the respective rate in Annex D. This preferential margin will be offered on the total amount assessed for the financial assessment only.

Fictional example for a demonstration purpose only:

Supplier A has demonstrated its eco-responsible engagement to criteria E1 of Annex D.

The price of the financial evaluation, before the application of the preferential margin and in conformity with Annex B, is 100 000.00\$.

A preferential margin of 3% is applied as follows: $\$100,000.00 - \$3,000.00 = \$97,000.00$. Therefore, the total amount assessed after the application of the preferential margin.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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/programs/employment-equity/federal-contractor-program.html#s4) 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.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

This requirement does not included security requirements.

6.2 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 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the resulting Standing Offer.

Notice: Numbering will be revised at the issuance of a Standing Offer.

A. STANDING OFFER

7.1 Offer

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

7.2 Standard Clauses and Conditions

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

7.3 General Conditions

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

7.4 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

The data must be submitted a *six (6) months* basis to the Standing Offer Authority.

The reporting periods are defined as follows:

- First year: From the date of grant to May 1, 2020 and from June 1 2020 to November 30, 2020;
- Second year: From December 1, 2020 to May 1, 2021 and from June 1, 2021 to November 30, 2021;
- Third year: From December 1, 2021 to May 1, 2022 and from June 1, 2022 to November 30, 2022;
- Fourth year: From December 1, 2022 to May 1, 2023 and from June 1, 2023 to November 30, 2023.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

7.5 Term of Standing Offer

7.5.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of grant to November 30, 2021.

7.5.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) years period of one (1) years each, from **December 1, 2021 to November 30, 2022 and from December 1, 2022 to November 30, 2023** 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.6 Authorities

7.6.1 Standing Offer Authority

The Standing Offer Authority is:

Name : Annie Deslauriers
Title : Procurement Officer
Organization: Public Works and Government Services Canada
Acquisitions Branch
Address : 1550 D'Estimauville Avenue, Quebec City, Quebec G1J0C7
Telephone : 418-649-2707
Facsimile : 418-648-2209
E-mail address : annie.deslauriers@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.

7.6.2 Project Authorities

Project Authorities for DND are: *(will be added in the standing offer)*

	Commercial Vehicle Platoon at Valcartier Support Base (DND)	Defense Research and Development Canada (DRDC), Valcartier
Name :		
Title :		
Phone Number :		
Email :		

The Project Authorities are 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 are responsible for all the technical content of the Work under the resulting Contract.

7.6.3 Offeror's Representative

(will be added in the standing offer)

Standing Offer Manager:

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

Order tracking:

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

7.7 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.

7.8 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Department of National Defence, Valcartier Garrison, for Commercial Vehicle Platoon at Valcartier Support Base, and Defense Research and Development Canada (DRDC), Valcartier, Quebec.

7.9 Call-up Procedures

The three offers will be distributed as follows according to the lowest total evaluation price:

- 1) The first: 40% of the value offer;
- 2) The second: 35% of the value offer; and
- 3) The third: 25% of the value offer.

If only two offers are responsive, the percentage of the third, namely 25%, will be reassigned in equal shares to the first and second, so there will be only two offerors. If only one offer is responsive, the percentage of the second and the third, namely 35%, + 25 % = 60 % will be reassigned to the first, so there will be only one offeror to cover the entire need.

Standing offers will be used on a rotational basis while taking into account the ideal breakdown of the budgeted amount. To that end, the cumulative contract value will be kept up to date, the actual breakdown calculated, and a laboratory chosen in such a way as to approximate the ideal breakdown.

7.10 Call-up Instrument

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

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.

7.11 Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

7.12 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25 000.00 (Applicable Taxes included).

7.13 Financial Limitation

For the initial period of the Standing Offer, the total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$450 000,00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (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.

7.14 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 (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, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Electronic payment Instruments;
- h) Annex D, Offerors' Demonstration of Environmental Commitment;
- i) Annex E, Insurance Requirements;
- j) Annex F, Periodic Usage Reports – Standing Offer;
- k) the Offeror's offer dated _____. (will be added to the Standing Offer by PWGSC)

7.15 Certifications and Additional Information

7.15.1 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.

7.16 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.

7.17 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 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

- a) [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The following clause will be inserted if credit card payments are accepted by the offeror.

- b) Section 13, Interest on Overdue Accounts, of [2010C](#) (2018-06-21) 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 – Firm Prices and Hourly Rates

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price and hourly rates detailed in Annex B. Customs duties are included and Applicable Taxes are extra.

Work required under articles 2 and 3 is subject to an estimate request by the Project Authority. The estimate shall include a cost breakdown in accordance with the basis of payment in Annexes B. Once the estimate is submitted by the Contractor and accepted by the Project Authority, the estimate becomes a lump sum amount (firm lot price).

7.6 SACC Manual Clauses

Number	Date	Title
A9117C	2007-11-30	T1204 – Direct Request by Customer Department
C0100C	2010-01-11	Time Verification
H1001C	2008-05-12	Multiple Payments

7.7 Electronic Payment of Invoices – Call-up

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

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

7.8 Invoicing Instructions

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

7.9 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.

ANNEX A - STATEMENT OF WORK

1. Description

Provide, on an as-and-when-requested basis, services consisting of:

- 1.1. Repair of light-duty motor vehicle bodies;
- 1.2. Repair of accident-damaged light-duty vehicles (consisting in making certain minor mechanical repairs of accident-related breakage). These involve only parts located adjacent to the bodies of accident-damaged vehicles (ie, replacement of radiators). In no instance do they involve vehicle tune-up, work on the brakes or other, similar, work);
- 1.3. Painting of accident-damaged light-duty motor vehicle bodies;
- 1.4. Provision of return transportation service for vehicles in running order.

These services are for the Commercial Vehicle Platoon at Valcartier Support Base, and Defence Research and Development Canada (DRDC), Valcartier, Quebec, Department of National Defence (DND).

2. Vehicle categories

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

3. Requirements

- 3.1. The contractor must be equipped to do sand-blasting;
- 3.2. The contractor shall own an enclosed paint room that is large enough for all the vehicles covered by this standing offer to enter completely. The largest vehicle measures 102 inches high, 96 inches wide and 228 inches long;
- 3.3. The contractor's paint room must be equipped with a dust collection system;
- 3.4. The contractor must have the equipment for argon, spot and MIG welding, have a spot welding system and be able to weld aluminium;
- 3.5. The contractor must have the equipment required to realign the frames of light vehicles;
- 3.6. The contractor must have a frame rack with a measurement system.
- 3.7. The contractor must send the cost estimate to the client by email within 48 business hours.
- 3.8. The contractor must begin work within five (5) days of the call-up against the Standing Offer transmitted by email from the client.
- 3.9. The contractor must notify the DND of any delays in ordering parts.

- 3.10. The contractor must provide original parts only.
- 3.11. In case of return, the contractor must ensure the quality of the work done, and this, within five (5) to ten (10) working days.
- 3.12. A compound (parking) must be able to keep a minimum of five vehicles for all categories of vehicles included in this Standing Offer at any time during the cost estimate period, during the work and after the repairs.
- 3.13. All communications must be done by email.

NOTE: Lines 3.5 and 3.6 may be subcontracted.

4. Transportation

The contractor will be responsible for pick-up and delivery, once work has been completed, of the DND vehicles that are in working order.

- 4.1. Vehicles in running order must be driven by a person under the contractor's responsibility who is qualified to drive the type of vehicle in question;
- 4.2. When moving the vehicle from point A to point B, the contractor will not be authorized to stop in order to make personal or business purchases that are unrelated to the original work request.

5. Work location

All work must be carried out at the contractor's shop, except Lines 3.5 and 3.6, which may be subcontracted.

Note: Subcontractors must comply with the same requirements and conditions as the contractor and remain under the responsibility of the contractor at all times.

6. Summary of processing times

Contractor's Tasks	Time Limit
Costs estimate	48 Working Hours
Start of services following a call-up against the Standing Offer	5 Working Days
In case of return, the contractor must ensure the quality of the work done	5 to 10 Working Days

7. Start-up meeting :

A start-off meeting will be held within ten (10) business days of the implementation of the standing offer. The DND Representative will contact the contractor to arrange the date and location of the meeting.

ANNEX B – BASIS OF PAYMENT

1. Transportation to Contractor's Shop

Firm unit price (including administration costs, profit, estimate of work submitted to the designated user), plus taxes, as follows:

The pickup and the return transportation will be made by the contractor at the request of the Project Authority.

Potential contractors must indicate the location of their facility where repairs will be made.

Address: _____

Transportation	Estimated Annual Quantity (see note)	YEAR 1	YEAR 2	YEAR 3 OPTIONAL	YEAR 4 OPTIONAL
		Firm unit cost for one trip (pickup OR delivery)			
Pickup of vehicles from the designated user's site to the contractor's shop for vehicles that are operational.	15 Pickups	\$ _____ / Pickup	\$ _____ / Pickup	\$ _____ / Pickup	\$ _____ / Pickup
Delivery of vehicles from the contractor's shop to the designated user's site for vehicles that are operational.	15 Deliveries	\$ _____ / Delivery	\$ _____ / Delivery	\$ _____ / Delivery	\$ _____ / Delivery

NOTE: It may happen that a pickup and a delivery of different vehicles is done in the same transport sequence or in a single round trip between the contractor's shop and the designated user's site. In such situations, the contractor will be required to charge a single transportation to the designated user even if two different vehicles have been transported to and from the destination.

2. Labour

Firm unit price (including administration costs, profit, estimate of work submitted to the designated user), plus taxes, as follows:

Work	Number of estimated hours per year	YEAR 1	YEAR 2	YEAR 3 OPTIONAL	YEAR 4 OPTIONAL
Direct or productive labour devoted solely to work during regular hours.	2000 Hours	\$ _____ / Hour	\$ _____ / Hour	\$ _____ / Hour	\$ _____ / Hour

3. Original Equipment Manufacturer (OEM) Material and replacement parts

OEM Equipment and replacement parts must be provided at the contractor's cost price plus a mark-up of:

Estimated Annual Value For Parts	Mark-up Percentage
\$28,000.00	_____ %

On request, the contractor will provide the supporting documentation.

Solicitation No. - N° de l'invitation
W0106-19S004/A
Client Ref. No. - N° de réf. du client
W0106-19S004

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-9-42034

Buyer ID - Id de l'acheteur
QCN035
CCC No./N° CCC - FMS No./N° VME

ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

ANNEX D – OFFERERS' DEMONSTRATION OF ENVIRONMENTAL COMMITMENT

The department of Public Services and Procurement Canada (PSPC) is implementing the federal government's Policy on Green Procurement. <https://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

As a result, green procurement criteria are incorporated into this Request for Standing Offers. The preferential margin is applied to demonstrate the environmental's commitments. A description of the preferential margin is provided in the section **4.1.1.1 – Preferential margin for eco-responsible engagements.**

For "Environmental Commitment E1" is you certify "Yes", you must provide the corresponding « Required Document ». Failure to provide the required information listed below within the time frame provided, the preferential margin will not be applied to the Financial Evaluation.

Environmental Management measures from the Offeror's operations	Environmental Commitment	Yes	No	Required Document	Preferential Margin offered
E1	Have you implemented an environmental management system in your operations that includes a certification (ex : ISO 14001, the Clé Verte environmental certification or other environmental management system) recognized by a third party?			A copy of your certification and a description of your environmental management system.	3%

****If you do business with a supplier of products and services (subcontractor), you can provide proof of products used by your service provider.**

ANNEX 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.

-
- I. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No. - N° de l'invitation
W0106-19S004/A
Client Ref. No. - N° de réf. du client
W0106-19S004

Amd. No. - N° de la modif.
File No. - N° du dossier
QCN-9-42034

Buyer ID - Id de l'acheteur
QCN035
CCC No./N° CCC - FMS No./N° VME

ANNEX F – PERIODIC USAGE REPORTS – STANDING OFFER

Regional Individual Standing Offer (RISO)

W0106-19S004, Light Duty Motor Vehicle Body Repair

Offeror's Name : _____

Report period : from _____ to _____

Name of client department: _____

Date	Quantity	Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total amount :		\$

Signature : _____

Date (YYYY-MM-DD) : _____