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Offre à commandes individuelle régionale (OCIR)

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.

Address inquiries to the Contracting Authority at
Hussain.Noor@pwgsc-tpsgc.gc.ca

Raison sociale et adresse du fournisseur/de l'entrepreneur

Public Works and Government Services Canada
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Paint and Body Work	
Solicitation No. - N° de l'invitation W0125-20WR32/B	Date 2020-05-22
Client Reference No. - N° de référence du client W0125-20WR32	GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-007-7933
File No. - N° de dossier TOR-9-42106 (007)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-07-06	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Noor, Hussain	Buyer Id - Id de l'acheteur tor007
Telephone No. - N° de téléphone (647)295-3458 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 8 WG TRENTON Transportation Electrical and Mechanical Engineering Flt TEMEFLT 7 Winnipeg Ave., Bldg 605 PO Box 1000 Stn Forces ASTRA Ontario K0K3W0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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W0125-20WR32/B
Client Ref. No. - N° de réf. du client
W0125-20WR32

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-9-42106

Buyer ID - Id de l'acheteur
TOR007
CCC No./N° CCC - FMS No./N° VME

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This cancels and supersedes previous bid Solicitation No. W0125-20WR32/A, dated 14 January 2020 with a closing date of 24 February 2020 at 2:00 PM EST.

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 Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

Request for a Regional Individual Standing Offer for the provision of all labour, parts and materials required to perform bodywork repair, paint, sand blast and soda blast for all light and heavy commercial vehicles, Standard Military Pattern (SMP) vehicles, boats and heavy off road Equipment for Department of National Defence (DND) Canadian Forces Base (CFB) Trenton, located at 8 Wing CFB Trenton, Ontario on an "as and when requested" basis.

The Period of the Standing Offer is from date of Standing Offer Award to 31 July 2023.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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](#) (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.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

PWGSC Ontario Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

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

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

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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

The Offeror must submit its offer electronically 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: Technical Offer
Section II: Financial Offer
Section III: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

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 "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 "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Any offer which fails to meet the following mandatory requirement at bid closing will be deemed non-responsive and will receive no further consideration.

Item No.	Mandatory Technical Criteria
M1	Offeror must be certified to use Chemical Agent Resistant Coating (CARC) paint. Please provide yes/no response below indicating if you meet this criteria. Bidders response: _____
M2	Offeror must have frame straightening equipment and a Motor Vehicle Inspection Station license. Documents must be provided to prove this.
M3	Offeror must have a paint booth large enough for heavy duty vehicles and equipment, including but not limited to, highway tractors, emergency vehicles, buses, boats, large airfield support vehicles and equipment. Please provide yes/no response below indicating if you meet this criteria. Bidders response: _____

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Offeror must submit pricing for all line items in accordance with Annex 'B' – Basis of Payment, in Canadian Funds.

The price used in the evaluation will be the sum of Total Evaluated Price which is, Extended Price, calculated by multiplying the Estimated Usages by the Firm Hourly rate for B1 and Firm Service call rate for B2, for Year 1, Year 2 and Year 3 in accordance with Annex B – Basis of Payment.

The Offeror must provide discount percentage for B3 for Year 1, Year 2 and Year 3.

4.1.2.2 SACC Manual Clause

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

4.2 Basis of Selection – Mandatory Technical Criteria Only

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](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.

5.3 Controlled Goods Program- Bid

SACC Manual Clause [A9130T](#) (2019-11-28) Controlled Goods Program- Bid

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer

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 D.

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 Statement of Work 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 monthly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 01 August to 31 October;
- 01 November to 31 January;
- 01 February to 30 April; and
- 01 May to 31 July.

The data must be submitted to the Standing Offer Authority no later than 10 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 date of Standing Offer Award to 31 July 2023.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Hussain Noor
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Procurement Directorate
10th Floor, 4900 Yonge Street
Toronto, ON
M2N 6A6

Telephone: 647-295-3458

E-mail address: Hussain.Noor@pwgsc.gc.ca

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

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative

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

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: Transportation Electrical and Mechanical Engineering Squadron (TEME Sqn) 8 Wing CFB Trenton.

7.8 Call-up Instrument

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

7.9 Limitation of Call-ups

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

7.10 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) Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirement Check List;
- h) Annex D, Insurance Requirements
- i) Annex E, Usage Reporting Form;
- j) the Offeror's offer dated _____.

7.11 Certifications and Additional Information

7.11.1 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 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*).

7.13 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

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

Section 13 Interest on Overdue Accounts, of 2010C (2018-06-21), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards. *[Note to Offerors: This clause will be inserted if payment by credit card(s) is accepted by the Offeror, otherwise it will be deleted]*

7.3 Term of Contract

7.3.1 Period of the Contract

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

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

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.5.3 Multiple Payments

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

7.5.4 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

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.

The following must be followed when submitting invoices:

- a. The invoices must be in sequence with the table in Annex B - Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, sub-total, GST/HST and total.

- c. The invoice must identify the call-up number
- c. The invoice must identify the consignee address where the goods were delivered
- d. Each call-up and consignee point must be invoiced separately

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.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

7.7 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

SACC Manual Clause [B4060C](#) (2011-05-16) Controlled Goods

SACC Manual Clause [A9131C](#) (2014-11-27) Controlled Goods Program – Contract

ANNEX "A"

STATEMENT OF WORK

Firm Requirement

The Contractor must supply all labour, parts and materials required to perform bodywork repair, paint, sand blast and soda blast for all light and heavy commercial vehicles, Standard Military Pattern (SMP) vehicles, boats and heavy off road Equipment. Contractor must also have frame straightening equipment with the capability for heavy truck repair, the ability to repair and weld both steel and aluminum vehicle bodies and frames. A paint booth adequate for light and heavy-duty vehicles including, but not limited to, highway tractors, emergency vehicles, buses, boats and airfield support equipment is required. Contractor must be able to perform fibreglass repairs on, but not limited to, boat hulls, buses and fire truck tanks. All work must be performed on an as and when required basis for the Transportation Electrical and Mechanical Engineering Flight (TEME Flt) in direct support of 8 Wing CFB Trenton.

1. All Standard Military Pattern Vehicles must be painted with Chemical Agent Resistant Coating (CARC) paint provided by the Department of National Defence (DND). The supplied paint will be listed as a Controlled Good, under the DND Controlled Goods Directorate. Contractor must be registered under the Controlled Goods Directorate. Information on registration is available at the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/dmc-cgd/apropos-about/inscrptn-rgstrtn-eng.html>
2. Contractor must be certified to use Chemical Agent Resistant Coating (CARC) Paint.
3. All maintenance, inspection and repair work must be performed by licensed Auto body and Collision Damage Technician. A Motor Vehicle Inspection Station License is required for frame straightening.
4. The work provided under the contract must be subject to inspection and accepted by the Project Authority. This includes in-progress inspections during disassembly and repair.
5. Contractor must not substitute Original Equipment Manufacturer (OEM) parts without the express consent of Project Authority.
6. Written consent of the Project Authority is required prior to work performed, additional to repair requirements listed on 942 Call-up.
7. Catalogues/Price Lists must be made available upon request of Project Authority.
8. **Location of Repairs:** Repairs must be performed on site at the Contractor's facility. Contractor may be requested to provide inspections on site at TEME Flt for estimate purposes.
9. **Estimate:** Where a cost estimate has been submitted and accepted by the Project Authority, full completed work or services must be performed. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.
10. **Urgent Requirement:** The vehicle or component repairs must be completed and vehicle returned to TEME Flt, 8 Wing CFB Trenton within 3 (three) business days of receipt of vehicle identified on 942 Call-up unless authorized by the Project Authority.
11. **Non-Urgent Requirement:** The vehicle or component repairs must be completed and vehicle returned to TEME Flt, 8 Wing CFB Trenton within 5 (five) business days of receipt of vehicle identified on 942 Call-up unless authorized by the Project Authority.
12. **Time Cards:** Accurate time cards must be kept for post audit purposes.

APPENDIX "1"

CHEMICAL AGENT RESISTANT COATING (CARC) SYSTEM

1. Scope

This document outlines the procedures to be followed in order to paint surfaces with a CARC system. Work must be performed in accordance with specification MIL-DTL-53072 (Latest Edition).

2. Acronyms

CARC - Chemical Agent Resistant Coating
CF - Canadian Forces
DGLEPM - Director General of Land Equipment Program Management
LCMM - Life Cycle Materiel Manager
DCDS - Deputy Chief of the Defence Staff
NBC - Nuclear, Biological and Chemical
SSPC - Steel Structure Painting Council

3. Applicable Documents

DOD-P-15328 Primer (Wash), Pre-treatment (Formula 1 17 For Metals) (Metric)
FED-STD-595B US Federal Standard-Colors Used in Government Procurement
MIL-DTL-53072 Chemical Agent Resistant Coating (CARC) Application Procedures and Quality Control Inspection
MIL-DTL-64159 Coating, Water Dispersible Aliphatic Polyurethane, Chemical Agent Resistant
MIL-DTL-53022 Primer, Epoxy Coating, Corrosion Inhibiting, Lead and Chromate Free
MIL-PRF-22750 Performance Specification, Coating, Epoxy, High Solids
TT-C-490 Chemical Conversion Coatings and Pre-treatments for Ferrous Surfaces (Base for Organic Coatings)

4. Requirements

4.1. A CARC system must be applied on the surfaces in conformance with the following:

4.1.1. Cleaning

- 4.1.1.1. Cleaning must be done immediately before surface preparation. Prior to surface preparation, all surfaces must be freed of soil impurities or corrosion such as grease, oil, welding flux, scale or other foreign matter that may interfere with surface preparation, treatment or coating. For this purpose use a hot alkaline cleaning by immersion, spray or vapour process.
- 4.1.1.2. For metal parts surface preparation, perform a mechanical or abrasive cleaning to a white metal SSPC-SP-5 surface finish imparting a profile of 13 microns. For nonmetallic parts surface preparation, perform a scuffing of the surface with a 180 grit sand paper.
- 4.1.1.2. Precautions must be taken to ensure that surfaces remain clean and dry until they are treated or painted.

4.1.2. Surface treatment

4.1.2.1. Metal components must receive an organic pre-treatment coating meeting the requirements of specification TT-C-490 type 111 (DOD-P-15328).

4.1.3. Primer

4.1.3.1. A primer coating meeting the requirements of specification MIL-DTL-53022 (latest edition) type 11, Epoxy Coating, or specification MIL-DTL-53030 (latest edition) Water Reducible Epoxy Coating must be applied.

4.1.4. Topcoat

4.1.4.1. Exterior surfaces. A polyurethane topcoat meeting the requirements of specification MIL-DTL-64159 type I1 (latest edition), colour 34094 (flat green) as per standard FED-STD-595B must be applied.

4.1.4.2. Interior surfaces. An epoxy topcoat meeting the requirements of specification MIL-PRF- 22750 (latest edition), colour 17925 (gloss white) as per standard FED-STD- 595B must be applied.

4.1.5. Selection of Materials

4.1.5.1. Materials used must be selected from the applicable qualified products list and must be applied as per manufacturers' instructions in order to meet MIL-DTL-53072 (latest edition). Materials used must be reported in electronic format to the Project Authority for CF configuration, health, and safety purposes after acceptance of First Article Test Report.

4.1.6. Other

4.1.6.1. In any instance where the CARC system specified herein interferes with the design features of specific components that are key to the operation of the equipment, it is the manufacturer's responsibility to identify and propose a suitable alternative coating system having high chemical agent resistance and corrosion protection properties. The identified alternative coating system, if endorsed by the DGLEPM coating LCMM, must be used only upon receiving DCDS approval to waive the NBC hardening policy. The approved alternative coating system material must be reported to the Project Authority for CF configuration, health and safety purposes.

ANNEX "B"

BASIS OF PAYMENT

Firm prices in Canadian funds including fuel costs, delivery costs, FOB Destination, transportation/storage costs, and any overhead costs. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable

The provision of towing services, as and when required, must be PRE-APPROVED in writing by the Project Authority through issuance of a 942 call-up, and charged at cost with no allowance for overhead or profit. Copies of invoices must be provided to the Project Authority.

Prices stated in Annex B are firm for the period of the Standing Offer.

Please Note: All information in italics will be removed at the time of Standing Offer Award.

Pricing must be provided for all line items.

Firm Year 1 – Date of Standing Offer Award to 31 July 2021

B1. Light and Heavy Commercial and Standard Military Pattern (SMP) Vehicles:

Firm hourly rate for bodywork repairs, sandblast, painting and transport to and from repair facility of light and heavy commercial and standard Military Pattern vehicles. (All materials, including parts and paint will be included in Pricing Basis "B1" below).

Firm hourly rate: \$ _____ per hour X 500 hours (Estimated Usage) = \$ _____

(B1. Extended Price)

B2. Service Calls

Service Call pricing is an all-inclusive price that includes travel expenses, movement of equipment, profit, overhead, direct labour, tools and equipment required to and from the work site, **plus** one hour of onsite productive labour for all the Contractor's personnel. Service call pricing will **not be** applied if personnel are already on site at CFB Trenton or the applicable satellite location.

Service Call pricing applies to each day the service crew is on site.

Firm service call rate: \$ _____ per service call X 25 calls (Estimated Usage - work or estimate performed at CFB Trenton TEME Flight) = \$ _____ (B2. Extended Price)

B3. Extra Material Expenditures

Material and Replacement parts and all other like or associated items including paint (except CARC paint) as described in the Statement of Requirement, which are not free issue and not available through other Standing Offers will be supplied at the contractors cost less percentage (%) discount off manufacturer's suggested retail price. HST extra.

Discount: _____ % for an estimated usage of \$18,250.00.

Total Year 1 Extended Price (B1 + B2) = \$ _____

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Firm Year 2 – 01 August 2021 to 31 July 2022

B1. Light and Heavy Commercial and Standard Military Pattern (SMP) Vehicles:

Firm hourly rate for bodywork repairs, sandblast, painting and transport to and from repair facility of light and heavy commercial and standard Military Pattern vehicles. (All materials, including parts and paint will be included in Pricing Basis "B1" below).

Firm hourly rate: \$_____ per hour X 500 hours (Estimated Usage) = \$_____

(B1. Extended Price)

B2. Service Calls

Service Call pricing is an all-inclusive price that includes travel expenses, movement of equipment, profit, overhead, direct labour, tools and equipment required to and from the work site, **plus** one hour of onsite productive labour for all the Contractor's personnel. Service call pricing will **not be** applied if personnel are already on site at CFB Trenton or the applicable satellite location.

Service Call pricing applies to each day the service crew is on site.

Firm service call rate: \$_____ per service call X 25 calls (Estimated Usage - work or estimate performed at CFB Trenton TME Flight) = \$_____ (B2. Extended Price)

B3. Extra Material Expenditures

Material and Replacement parts and all other like or associated items including paint (except CARC paint) as described in the Statement of Requirement, which are not free issue and not available through other Standing Offers will be supplied at the contractors cost less percentage (%) discount off manufacturer's suggested retail price. HST extra.

Discount: _____ % for an estimated usage of \$18,250.00.

Total Year 2 Extended Price (B1 + B2) = \$_____

Firm Year 3 – 01 August 2022 to 31 July 2023

B1. Light and Heavy Commercial and Standard Military Pattern (SMP) Vehicles:

Firm hourly rate for bodywork repairs, sandblast, painting and transport to and from repair facility of light and heavy commercial and standard Military Pattern vehicles. (All materials, including parts and paint will be included in Pricing Basis "B1" below).

Firm hourly rate: \$_____ per hour X 500 hours (Estimated Usage) = \$_____

(B1. Extended Price)

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B2. Service Calls

Service Call pricing is an all-inclusive price that includes travel expenses, movement of equipment, profit, overhead, direct labour, tools and equipment required to and from the work site, **plus** one hour of onsite productive labour for all the Contractor's personnel. Service call pricing will **not be** applied if personnel are already on site at CFB Trenton or the applicable satellite location.

Service Call pricing applies to each day the service crew is on site.

Firm service call rate: \$ _____ per service call X 25 calls (Estimated Usage - work or estimate performed at CFB Trenton TEME Flight) = \$ _____ (B2. Extended Price)

B3. Extra Material Expenditures

Material and Replacement parts and all other like or associated items including paint (except CARC paint) as described in the Statement of Requirement, which are not free issue and not available through other Standing Offers will be supplied at the contractors cost less percentage (%) discount off manufacturer's suggested retail price. HST extra.

Discount: _____ % for an estimated usage of \$18,250.00.

Total Year 3 Extended Price (B1 + B2) = \$ _____

$$\frac{\$}{(\text{Year 1})} + \frac{\$}{(\text{Year 2})} + \frac{\$}{(\text{Year 3})} = \frac{\$}{\text{Total Evaluated Price}}$$

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ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Attached herein.

ANNEX "D"

INSURANCE REQUIREMENTS

1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - 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.
 - 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

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

3 Bailee's Customer's Goods Insurance

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000.00. Government Property must be insured on a Replacement Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The Bailee's Customer's Goods must include the following:

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-
- a. 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.
 - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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ANNEX "E"

USAGE REPORTING FORM

The data must be submitted to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 01 August to 31 October;
- 01 November to 31 January;
- 01 February to 30 April; and
- 01 May to 31 July.

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

Standing Offer No. W0125-20WR32	
Months:	
Item Description	Quantity

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ANNEX "F"

ADDITIONAL CERTIFICATIONS

1. Board of Directors

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Suppliers are required to provide a list of their Board of Directors before Standing Offer issuance. Suppliers are requested to provide this information in their offer.

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

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

Procurement Business Number - _____

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

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ANNEX “1” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, 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)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

W0125-20-WR32

Security Classification / Classification de sécurité
UNCLAS

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization /
Ministère ou organisme gouvernemental d'origine

Department of National Defence (DND)

2. Branch or Directorate / Direction générale ou Direction
RCAF - ICAD - 8 Wing - TCME Fit

3. a) Subcontract Number / Numéro du contrat de sous-traitance

3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail

Paint and Body Work Repair

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées?

☐ No ☒ Yes
☐ Non ☐ Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?

☒ No ☐ Yes
☐ Non ☐ Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?
(Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

☒ No ☐ Yes
☐ Non ☐ Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.

☒ No ☐ Yes
☐ Non ☐ Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?
S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?

☒ No ☐ Yes
☐ Non ☐ Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada ☐

NATO / OTAN ☐

Foreign / Étranger ☐

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions
Aucune restriction relative à la diffusion ☐

Not releasable
À ne pas diffuser ☐

Restricted to: / Limité à: ☐
Specify country(ies): / Préciser le(s) pays:

All NATO countries
Tous les pays de l'OTAN ☐

Restricted to: / Limité à: ☐
Specify country(ies): / Préciser le(s) pays:

No release restrictions
Aucune restriction relative à la diffusion ☐

Restricted to: / Limité à: ☐
Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A ☐
PROTÉGÉ A ☐
PROTECTED B ☐
PROTÉGÉ B ☐
PROTECTED C ☐
PROTÉGÉ C ☐
CONFIDENTIAL ☐
CONFIDENTIEL ☐
SECRET ☐
SECRET ☐
TOP SECRET ☐
TRÈS SECRET ☐
TOP SECRET (SIGINT) ☐
TRÈS SECRET (SIGINT) ☐

NATO UNCLASSIFIED ☐
NATO NON CLASSIFIÉ ☐
NATO RESTRICTED ☐
NATO DIFFUSION RESTREINTE ☐
NATO CONFIDENTIAL ☐
NATO CONFIDENTIEL ☐
NATO SECRET ☐
NATO SECRET ☐
COSMIC TOP SECRET ☐
COSMIC TRÈS SECRET ☐

PROTECTED A ☐
PROTÉGÉ A ☐
PROTECTED B ☐
PROTÉGÉ B ☐
PROTECTED C ☐
PROTÉGÉ C ☐
CONFIDENTIAL ☐
CONFIDENTIEL ☐
SECRET ☐
SECRET ☐
TOP SECRET ☐
TRÈS SECRET ☐
TOP SECRET (SIGINT) ☐
TRÈS SECRET (SIGINT) ☐



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

☒ No ☐ Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

☐ RELIABILITY STATUS
COTE DE FIABILITÉ

☐ TOP SECRET- SIGINT
TRÈS SECRET - SIGINT

☐ SITE ACCESS
ACCÈS AUX EMPLACEMENTS

☐ CONFIDENTIAL
CONFIDENTIEL

☐ NATO CONFIDENTIAL
NATO CONFIDENTIEL

☐ SECRET
SECRET

☐ NATO SECRET
NATO SECRET

☐ TOP SECRET
TRÈS SECRET

☐ COSMIC TOP SECRET
COSMIC TRÈS SECRET

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

☒ No ☐ Yes
Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

☒ No ☐ Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

☒ No ☐ Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

☒ No ☐ Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

☒ No ☐ Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?

Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

☒ No ☐ Yes
Non Oui



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PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ		NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC COSMIC TRES SECRET	A	B	C	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non

☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).