



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

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

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

Title - Sujet Auto Body Repairs	
Solicitation No. - N° de l'invitation W0127-21P002/A	Date 2021-04-27
Client Reference No. - N° de référence du client W0127-21P002	GETS Ref. No. - N° de réf. de SEAG PW-\$STN-204-5456
File No. - N° de dossier STN-0-43157 (204)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Daylight Saving Time CDT on - le 2021-05-18 Heure Avancée du Centre HAC	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Simonson, Sheena M.	Buyer Id - Id de l'acheteur stn204
Telephone No. - N° de téléphone (306)241-1169 ()	FAX No. - N° de FAX (418)566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein - Voir aux présentes	
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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Solicitation No. - N° de l'invitation
W0127-21P002/A
Client Ref. No. - N° de réf. du client
W0127-21P002

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-0-43157

Buyer ID - Id de l'acheteur
STN204
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six 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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, 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, and any other annexes.

1.2 Summary

Auto Body Repairs

The Department of National Defence (DND) Edmonton has a requirement for a 3 year Regional Individual Standing Offer for the supply of all labour, materials, parts, tools, equipment, transportation and supervision necessary to provide body repairs to various types of vehicles on an "as required" basis.

Services are to be performed at the Offeror's location. As DND will be responsible for transporting the vehicles to the Offeror facility, **the Offeror's facility must be located within a 50 km radius of CFB Edmonton.**

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](#) (2020-05-28) 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 Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Offeror must send an email requesting to open an epost Connect conversation to the following address:
roreceptionSoumissions.wr@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.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

2.3 Former Public Servant - Competitive - Offer

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: 2019-01](#) 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.

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 Alberta.

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

2.7 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror is strongly encouraged to 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: Financial Offer
Section II: Certifications

Faxed offers will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) offers will not be accepted for the subject bid solicitation.

Section II: Financial Offer

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

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "C" 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 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

- (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 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Evaluated Bid Price using Annex "B", Basis of Payment.

4.1.1.1 Evaluation of Price - Canadian/Foreign Offerors

SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price - Canadian/Foreign Offerors

4.2 Basis of Selection

4.2.1 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/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 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.

6.3.1 General Conditions

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

6.3.2 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 entitled "Standing Offer Usage Report". 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 on a quarterly to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from *[to be inserted at standing offer issuance]* to *[to be inserted at standing offer issuance]*.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sheena Simonson
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 110-101 22nd St E, Saskatoon, Saskatchewan, S7K 0E1

Telephone: 306-241-1169
E-mail address: sheena.simonson@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.

6.5.2 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.

6.5.3 Offeror's Representative

Please fill in the below section:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 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: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **The Department of National Defence (DND) Edmonton.**

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

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

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

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

6.10 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 (2020-05-28), General Conditions - Services (Medium Complexity);
- e. Annex A, Statement of Work;
- f. Annex B, Basis of Payment;
- g. Annex D, Standing Offer Usage Report;
- h. Annex E, Insurance Requirements;
- i. the Offeror's offer dated *[to be inserted at standing offer issuance]*.

6.11 Certifications and Additional Information

6.11.1 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.

6.12 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 Alberta.

6.13 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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2020-05-28), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 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: 2019-01 of the Treasury Board Secretariat of Canada.

6.5 Payment

6.5.1 Basis of payment: Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, and profit, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$ **[per each individual call up]**. Customs duties are **[to be inserted at standing offer issuance]** (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

6.5.2 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ **[per each individual call up]**. Customs duties are **[to be inserted at standing offer issuance]** (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.5.3 Single Payment

H1000C (2008-05-12), Single Payment

6.5.4 SACC Manual Clauses

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

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

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

6.5.5 Electronic Payment of Invoices – Call-up

[to be inserted at standing offer issuance]

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)

6.6 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.
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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.7 Insurance – Specific 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.

6.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.9 SACC Manual Clauses

[B1501C](#) (2018-06-21), Electrical Equipment

ANNEX "A"

STATEMENT OF WORK

Auto Body Repairs

The Department of National Defence (DND) Edmonton has a requirement for a 3 year Regional Individual Standing Offer for the supply of all labour, materials, parts, tools, equipment, transportation and supervision necessary to provide body repairs to various types of vehicles on an "as required" basis.

Services are to be performed at the Offeror's location. As DND will be responsible for transporting the vehicles to the Offeror facility, **the Offeror's facility must be located within a 50 km radius of CFB Edmonton.**

BACKGROUND:

1 Service Battalion Maintenance Company (1 Svc Bn Maint Coy) is responsible for the maintenance and repair of a large fleet of various vehicles, up to and including large, commercial style motor coaches (buses). Because there are so many types of vehicles, of both military and civilian pattern, it is difficult for Department of National Defence (DND) to provide all the parts, labour and expertise required to make repairs to all of the fleet.

PART ONE – SPECIFIC REQUIREMENT

- ☐ Vehicle repair services in this section are for auto body restoration/repairs to various Military and civilian pattern vehicles including, but not limited to Ford, GMC, Honda, Toyota, Hyundai, Chevrolet, Chrysler, International vehicles and other heavy equipment such as 3Ton, 5Ton and Dump Trucks.
- ☐ Typical services may include but not limited to repair, restoration, modification to vehicles and replacement of damaged parts, sandblasting, painting, damage appraisals, frame and body structural repairs, body sheet metal work, plastic repairs.
- ☐ DND will be responsible for the pick-up and return of the vehicles, from Edmonton Garrison to the Offeror's facility.
- ☐ For standard repairs, the Offeror must be able to respond and complete repairs within 14 days from issuance of a Call-Up against the standing offer.
- ☐ All work is to be performed by a certified journeyman Automotive Body Technician (or equivalent trade certificate), or by apprentices under direct supervision by a certified technician.
- ☐ The Department of National Defence may request the Offeror to provide proof of recognized credentials at any time during the period of the Standing Offer.

PART TWO – GENERAL REQUIREMENT

1. Estimates

The Offeror must provide a written, itemized service report upon receipt of each Call-Up against the Standing Offer, and prior to commencing any work for the Call-Up against the standing offer.

2. Parts

Exchange Parts Plan

The worn or damaged parts and components covered by the terms of the Standing Offer document will be exchanged for factory rebuilt parts on the basis of one-for-one and like-for-like. In the event factory rebuilt parts are not available, new and unused parts and components will be supplied instead.

Used Parts Plan

If the Offeror plans to utilize recycled or after-market parts, a warranty must be provided by manufacturer or Offeror that is equal to a warranty offered for an OEM equivalent. The Offeror must also verify that the use of after-market parts will not void any new vehicle manufacturer's warranty, or impact your obligations under a vehicle lease contract.

Core Charges

Where applicable, core charges for existing parts must be identified in estimates provided prior to work commencement. The Offeror will provide Canada with proof of the manufacturer's final core value. The final core value will be deducted from the final invoice for work done for each call up.

Price List

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price list and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates thereof to the Technical Authority.

Special Offers

In addition to the above pricing, special offering due to year end or surplus manufacturing runs, special job lots, sales, etc. are to be made available as they occur if the lesser cost is under the above pricing arrangement.

Warranty

General

The Work is subject to inspection and acceptance by DND. Despite prior acceptance of the Work and without restricting any conditions or warranty imposed by law, the Offeror, if requested by the DND to do so, must replace, repair or correct at its option and its own expense any Work which becomes defective or which fails to conform to the requirements, where applicable. Any work replaced, repaired or corrected pursuant to this section is subject to all provisions of the contract to the same extent as Work initially performed.

Warranty Period – Labor and Parts

The warranty period for labor and parts will be for a period no less than a specified "Base Warranty" of 1 year for new parts/ labor and 90 days for refinished parts/ labor.

ANNEX "B"

BASIS OF PAYMENT

- Unit prices must remain firm for the periods indicated in the table below and must include all costs associated with labour, materials, equipment, tools, supervision and transportation necessary to carry out the work, in accordance with Annex "A".
- Unit prices must not include any additional overtime charges, as work requested must be done within the Offeror's standard operating hours.
- Firm unit price does not include applicable taxes. Applicable taxes are extra and will be added as a separate line item on any resulting invoice.
- Estimated usages are for evaluation purposes only and do not constitute a guarantee of work required and will not form part of any resultant standing offer or call-up.
- All prices submitted must be in CAD, and the Contractor will be paid in CAD.
- Verification of Offeror's cost to be provided with invoices.

EVALUATION

- For line item 1a: $(A) \times (B) + (A) \times (C) + (A) \times (D) = \text{TOTAL ITEM 1a}$
- For line item 1b: $(A) \times (B) + (A) \times (C) + (A) \times (D) = \text{TOTAL ITEM 1b}$
- For line item 2: $[\$40,000 - (A) \times (B)] + [\$40,000 - (A) \times (C)] + [\$40,000 - (A) \times (D)] = \text{TOTAL ITEM 2}$
- For line item 3: $[\$4000 + (A) \times (B)] + [\$4000 + (A) \times (C)] + [\$4000 + (A) \times (D)] = \text{TOTAL ITEM 3}$
- $\text{TOTAL ITEM 1a} + \text{TOTAL ITEM 1b} + \text{TOTAL ITEM 2} + \text{TOTAL ITEM 3} = \text{Total Evaluated Bid Price}$

Item	Description	(A) Yearly Est. Usage	(B) Unit Price Year 1 (CAD)	(C) Unit Price Year 2 (CAD)	(D) Unit Price Year 3 (CAD)
Labour:					
1a.	Regular hourly rate for a Certified Technician working on light automotive vehicles including cars, vans, light duty trucks, light utility vehicle wheeled (G-Wagon), light support vehicle wheeled as per the Statement of Work - Annex A.	500 hours	\$ _____/hr	\$ _____/hr	\$ _____/hr

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1b.	Heavy Duty hourly rate for a Certified Technician working on vehicles used for industrial/commercial purposes including 3 ton cube van, 5 ton cube van, tractor trailers, dump trucks, buses, heavy logistics vehicle wheeled, medium support vehicle system as per the Statement of Work -Annex A.	250 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
Parts:					
2.	Prices from current published price list less a discount of _____ %	\$40,000	_____ %	_____ %	_____ %
C Shop Supplies:					
3.	To be charged based on a _____ % mark-up of total labour and parts invoiced for each call-up.	\$4,000	_____ %	_____ %	_____ %

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

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "D"

STANDING OFFER USAGE REPORT

Offeror (Supplier)	
Prepared by	
Telephone number	
Date	
Standing Offer #	
Department or Agency	Correctional Services Canada

Return to: Public Works and Government Services Canada

Email: TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca

The usage report must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

1. REPORTING PERIOD

Year: _____

☐ 1st quarter: April 1 to June 30

☐ 2nd quarter: July 1 to September 30

☐ 3rd quarter: October 1 to December 31

☐ 4th quarter: January 1 to March 31

2. REPORT DETAILS

Complete either A or B below, as applicable.

A. Nil Report

☐ We have not done any business with the federal government for this reporting period.

B. Itemized Report

Call-up	Call-up Number or Description	Value of the Call-Up (GST/HST Included)
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
(A) Total dollar value of call-ups for this reporting period		\$
(B) Accumulated call-up totals to date		\$
(A+B) Total accumulated call-ups		\$

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.
 - 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.

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

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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.