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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

### **1.2 Summary**

- 1.2.1 CFB Halifax TEME; services approximately 40 2003/2004 GMC 2500/3500 Trucks LUVW, all of which require periodic maintenance, repairs, and inspections including any relevant/associated services. DND employs a maintenance concept for MILCOTS that requires non DND resources for all maintenance and repair functions. These LUVW maintain a high standard of repair and functionality keeping downtime of the fleet to a minimum is essential for day to day operations.
- 1.2.2 This RFSO allows offerors to use the CPC 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) (<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](#) (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.2 Submission of Offers

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:

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:

Bid Receiving Unit  
Public Works and Government Services Canada  
1713 Bedford Row,  
Halifax, N.S.  
B3J 1T3

[TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumissionsNE-ARBidReceivingNS.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 CPC Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service."

Facsimile number: (902)496-5016

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### 2.5 Applicable Laws

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

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.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: Certifications

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

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

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

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

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
  - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
  - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Financial Offer**

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

##### **3.1.1 Payment of Invoices - Offer**

The Contractor accepts to be paid using an Automated Resources International (ARI) payment card.

##### **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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Financial Evaluation**

##### **4.1.1.1 Evaluation of Price**

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

### **4.2 Basis of Selection**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

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

### **6.1 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex 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 perform the Work 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](#) (2022-01-28) 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 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 "A". 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 basis 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 30 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 October 1, 2022 to September 30, 2024.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2), one-year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 Delivery Points**

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

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Richard Parsons  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1713 Bedford Row, Halifax, NS, B3J 1T3

Telephone: (902)399-8427  
Facsimile: (902)496-5016  
E-mail address: [richard.parsons@pwgsc-tpsgc.gc.ca](mailto:richard.parsons@pwgsc-tpsgc.gc.ca)

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

### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is 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 (To be filled out by bidder)**

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: Department of National Defence – Maritime Forces Atlantic

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

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9 Limitation of Call-ups

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

## 7.10 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-01-28), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2022-01-28) General conditions - Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated                      (*insert date of offer*).

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 7.13 Applicable Laws

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

## 7.14 Transition to an e-Procurement Solution (EPS)

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

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

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

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

## **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](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

#### **7.3.2 Delivery Date**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

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

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 Single Payment**

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

#### **7.5.4 Payment of Invoices – Call-up**

The Contractor accepts to be paid using an Automated Resources International (ARI) payment card.

#### **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.
2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **7.7 Insurance – Specific Requirements**

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

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

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 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](#)".

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1.0 Scope**

##### **1.1 Objective**

To establish an as and when required basis Standing Offer for all associated labor, parts and equipment for diagnostics, repair and rebuild services for the 2003/2004 GMC 2500/3500 Military Commercial Off the Shelf, Truck Light Utility Vehicle Wheeled Canadian Forces Base Halifax fleet.

##### **1.2 Background**

CFB Halifax TEME; services approximately 40 2003/2004 GMC 2500/3500 Trucks LUVW, all of which require periodic maintenance, repairs, and inspections including any relevant/associated services. DND employs a maintenance concept for MILCOTS that requires non DND resources for all maintenance and repair functions. These LUVW maintain a high standard of repair and functionality keeping downtime of the fleet to a minimum is essential for day to day operations.

##### **1.3 Terminology**

LUVW – Light Utility Vehicle Wheeled

MILCOTS – Military Commercial Off The Shelf

Repair and Maintenance Functions to include but not limited to;

- Calibration
- Restoration
- Replacement/Installation of parts or components (Stocked/Refurbished/New)
- Testing
- Trial
- Assembly
- Trouble shoot
- Diagnostic
- Inspection
- Body repair

#### **2.0 Reference documents**

2.1 It is the responsibility of the Offeror to procure/obtain all necessary documents such as; Manufacturers Specification Guides, Data Sheets, Repair Manuals or any other items required for the repair, replacement or to conduct any work on the deficient equipment identified on the Contractual document(s).

### **3.0 Requirements**

3.1.1 The Offeror must provide/complete the following work including but not limited to; Repairs of suspension, power train, all electrical components, brake components, air-conditioning systems, wheel alignment and auxiliary heaters, annual inspections, body repairs and diagnostics.

3.1.2 All maintenance, repairs, diagnostics, inspections and other associated services **MUST** be performed by an officially recognized General Motors, Chevrolet dealer, or any authorized Dealer Network repair facilities.

3.1.3 Catalogues and price lists must be made available upon request.

3.1.4 All repairs, maintenance, inspections, diagnostics and related services must be performed on the Offeror's site.

3.1.5 DND will be responsible for transporting all vehicles requiring repair to the Offeror's repair facility.

The Offeror must accommodate coordinating receipt of towed vehicles by communicating and coming to a mutually agreed time between DND and the Offeror.

3.1.6 DND will be responsible for identifying parts, components or systems as Military Specific.. Parts, components or systems identified as Military Specific **must** be replaced by OEM parts only. Military Specific replacement parts must be approved by a DND authority before repair, replacement or installation.

3.1.7 The Offeror must strictly adhere to the following Used Parts, OEM and aftermarket Part Protocols;

-- Used parts are **NOT** authorized. If the Offeror administers any aftermarket parts or components, a warranty must be provided by the manufacturer or Offeror that is equal to the warranty offered for an OEM equivalent.

- The Offeror must verify and authorize that the use of aftermarket parts will not void any vehicle manufacturer warranty or impact obligation under a vehicle lease contract/agreement.

3.1.8 Core Charges-If applicable must be identified in any estimate, work/service record or any other documents. The Offeror must provide DND proof of manufacturer's final core value. The final core value will be applied as a credit to the final invoice of each applicable call Up.

3.1.9 Special Offerings due to surplus manufacturing runs, irregular job lots and sales are to be made available as they occur.

### **3.2 Deliverables and Acceptance Criteria**

3.1.1 The Offeror must obtain and maintain all permits, licenses, and certificates of approval required for the work to be performed under any applicable federal, provincial, or municipal legislation. And at a minimum hold the following;

- Nova Scotia issued Operating Permit

- Nova Scotia Motor Vehicle Inspection Tester License
- Mechanics performing the work outlined in this Statement of Work must be Red Seal Technician certified
- The Offeror must ensure that at least one employee be General Motors Grand Master Certified
- The Repair Facility must hold a valid General Motors Warrantied Facility designation.

The Offeror shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Offeror shall provide a copy of any such permit, license, or certificate.

3.1.2 The Offeror's repair facility must be located within a 30KM radius from the following address;

TEME  
BLDG WL 57  
Willow Park, Halifax  
B3K 5X5

3.1.3 After Standing Offer award, the Contractor must provide, in writing to [BlogStandingOffers@forces.gc.ca](mailto:BlogStandingOffers@forces.gc.ca) and the DND Point of Contact: the emergency contact information of two members for emergency after hours Repair Requests

Emergency Contact Information\*:

- a. Employee name;
- b. Phone number;
- c. Cell phone number.

**NOTE\*** This information must be kept current, accurate and the above mentioned parties must be informed once any amendment or change in information is made.

3.1.4 The Offeror must be registered within the Automated Resources International (ARI) authorized dealer network and accept payment by ARI payment card.

3.1.5 The Offeror must be authorized to conduct approved/warrantied repairs to the 2003/2004 GMC 2500/3500 K25743HD/K36053 Truck LUVW MILCOTS.

**3.1.6 Due to the anticipated volume, the Offeror's Repair Facility must contain a minimum of four (4) garage bays.**

3.1.7 The Offeror must provide formal estimates/itemized service reports when requested. Below is the detailed Estimate process which includes the framework for subsequent Call Up issuance. Estimates and subsequent potential Call Ups are broken down into two categories;

- a. Estimate for Stores/Parts including spare parts
- b. Estimate for Repair, resulting in Repair

### a) Estimate for Stores/Parts including Spare Parts;

The DND Repair/Contracting Authority may request a formal Estimate via Email, Telephone or Facsimile for Stores/Parts where the deficient component has been identified. The estimate must contain the following;

- Parts/Components net cost
- Any additional costs including freight

### b) Estimate for Repair\*

The DND Contracting Authority will initiate an Estimate for repair. At which time the Offeror must produce an itemized service report/estimate. The DND Repair Authority must submit the estimate to the DND Contracting Authority. If the Repair is authorized, the DND Contracting Authority will submit a **PWGSC942 Call Up Against a Standing Offer** or any applicable Contractual document. The estimate and subsequent Call Up must contain the following;

- Mechanic Labour Hour(s)
- Mechanic's Helper Labour Hour(s) (when applicable)
- Parts/Components net cost
- Final invoice price

Once the contract has been issued by the DND contract authority, completion of the Repair shall **NOT** exceed a cost greater than the formal Estimate. Any additional work must be issued as a separate work order and subsequent Call Up

## 3.2 Client Support

3.2.1 DND shall initiate a Repair Request by Telephone, Facsimile or email. Specific service locations shall be indicated on the call-up document as each individual call-up is made. The Repair Request must be confirmed in writing on a **PWGSC 942 Call Up against a Standing Offer** or applicable call-up document upon follow-up.

The following information will be provided within the Repair Request by DND;

- Requirement Classification (i.e. Routine, Urgent).
- Detailed Scope and background of the Repair Request, this will include the equipment/components/systems affected, this will also outline any troubleshooting or diagnosis that has been conducted.
- Identify the DND Repair Authority, including all applicable contact information.

**NOTES** For urgent repairs where the work must take place immediately, the DND Repair Authority may convey acceptance of the estimate by phone to the DND Contracting Authority. The Offeror must not commence work before receiving the DND Contracting Authority's requisition number by either Telephone, Facsimile or email. The formal **PWGSC 942 Call Up**

**Against a Standing Offer** or applicable call-up contract document will be administered upon follow-up.

### 3.3 Constraints

3.3.1 All work is to be done during normal business hours, unless authorized by a DND Technical Authority

Under emergency situations there may be an exemption granted for DND to accept overtime rates, however the DND Repair and Project Authority/Call Up Contracting Authority must provide explicit approval.

### 3.4 Timeframe and Delivery Dates

3.4.1 The Offeror must confirm receipt of Repair Request(s) within 8 working hours

3.4.2 The Offeror must provide the services outlined in the prescribed times associated with the priority of the request as per the following:

#### a) Routine Requirements

All required goods or services for repairs of MILCOTS LUVW be delivered or rendered within five working days upon receipt of a Repair Request; this may include a Call-up against a Standing Offer document. Requests may also be made by other means such as telephone, acquisition card, or facsimile transceiver, but must be confirmed in writing on a **PWGSC 942 Call up Against a Standing Offer** or applicable call-up document upon follow-up.

#### b) Urgent Requirements\*

All required goods or services for the repair of MILCOTS LUVW shall be delivered or rendered within 48 Hours upon receipt of a Repair Request; this may include a Call-up against a Standing Offer. Requests may also be made by other means such as telephone, acquisition card, or facsimile transceiver, but must be confirmed in writing on a **PWGSC 942 Call Up against a Standing Offer** or applicable call-up document upon follow-up.

**NOTE\*)** The Offeror must have a Local Service Representative who will be available within a 48 hour period to perform emergency repairs. This may be necessary due to Deployments, or other operational critical timelines.

**ANNEX "B"**

**BASIS OF PAYMENT**

**Please complete and return with Offer.**

Offerors must submit firm unit prices for each item listed below to be given further consideration. A financial bid addressing only a portion of the requirement will be declared non-responsive.

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

All prices are firm and inclusive of any warranties, vehicle float or any associated/related operational charges to the work identified in the Statement of Work.

The estimated usage figures provided are for evaluation purposes only and do not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

**\*Offeror must accept payments by an Automated Resources International (ARI) payment card.**

<b>Table 1A – Pricing for Year 1 MECHANICAL Repairs</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF Measure</b>	<b>Estimated QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	Labour, Hourly Rate	Per Hour	450 HRS		
2	Labour, Overtime Rate	Per Hour	22 HRS		
3	Labour, Helper/Apprentice	Per Hour	50 HRS		
4	Labour, Helper/Apprentice Overtime Rate	Per Hour	2 HRS		
<b>Table 1A - Total Evaluated Price (GST/HST Excluded)</b>					
All materials will be invoiced at Manufacturer's Suggested Retail Pricing (MSRP)					

<b>Table 1B – Pricing for Year 1 BODY REPAIR</b>					
ITEM	DESCRIPTION	UNIT OF ISSUE	Estimated QTY	UNIT PRICE	EXTENDED PRICE
1	Labour, Hourly Rate	Per Hour	50 HRS		
2	Labour, Overtime Rate	Per Hour	2 HRS		
3	Labour, Helper/Apprentice	Per Hour	5 HRS		
4	Labour, Helper/Apprentice Overtime Rate	Per Hour	2 HRS		
<b>Table 1B - Total Evaluated Price (GST/HST Excluded)</b>					
All materials will be invoiced at Manufacturer's Suggested Retail Pricing (MSRP)					

<b>Table 1C Pricing – Year 1</b>	
Table 1A Total	\$
Table 1B Total	\$
<b>Total Evaluated Price – Year 1 GST/HST Excluded</b>	<b>\$</b>

**Shop Supply Fee** (If applicable); Must be directly associated with work identified within each respective Repair Request, capped at a maximum of 10% of the labour charge to a maximum of \$50.00

**Environmental/Disposal Fees:** If applied, charges must be directly associated with each respective Repair Request. All Environment/Disposal Fees must be clearly identified as a separate line item on the invoice.

The Offeror may be asked to provide justification and/or confirmation of the associated Environmental/Disposal fees, at which time, all applicable documentation must be provided.

<b>Table 2A – Pricing for Year 2 MECHANICAL Repairs</b>					
ITEM	DESCRIPTION	UNIT OF Measure	Estimated QTY	UNIT PRICE	EXTENDED PRICE
1	Labour, Hourly Rate	Per Hour	450 HRS		
2	Labour, Overtime Rate	Per Hour	22 HRS		

3	Labour, Helper/Apprentice	Per Hour	50 HRS		
4	Labour, Helper/Apprentice Overtime Rate	Per Hour	2 HRS		
<b>Table 2A - Total Evaluated Price (GST/HST Excluded)</b>					
All materials will be invoiced at Manufacturer's Suggested Retail Pricing (MSRP)					

<b>Table 2B – Pricing for Year 2</b>					
<b>BODY REPAIR</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>Estimated QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	Labour, Hourly Rate	Per Hour	50 HRS		
2	Labour, Overtime Rate	Per Hour	2 HRS		
3	Labour, Helper/Apprentice	Per Hour	5 HRS		
4	Labour, Helper/Apprentice Overtime Rate	Per Hour	2 HRS		
<b>Table 2B - Total Evaluated Price (GST/HST Excluded)</b>					
All materials will be invoiced at Manufacturer's Suggested Retail Pricing (MSRP)					

<b>Table 2C</b>	
<b>Pricing – Year 2</b>	
Table 2A Total	\$
Table 2B Total	\$
<b>Total Evaluated Price – Year 2</b> <b>GST/HST Excluded</b>	<b>\$</b>

**Shop Supply Fee** (If applicable); Must be directly associated with work identified within each respective Repair Request, capped at a maximum of 10% of the labour charge to a maximum of \$50.00

**Environmental/Disposal Fees:** If applied, charges must be directly associated with each respective Repair Request. All Environment/Disposal Fees must be clearly identified as a separate line item on the invoice.

The Offeror may be asked to provide justification and/or confirmation of the associated Environmental/Disposal fees, at which time, all applicable documentation must be provided.

<b>Table 3A – Pricing for Option Year 1 MECHANICAL Repairs</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF Measure</b>	<b>Estimated QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	Labour, Hourly Rate	Per Hour	450 HRS		
2	Labour, Overtime Rate	Per Hour	22 HRS		
3	Labour, Helper/Apprentice	Per Hour	50 HRS		
4	Labour, Helper/Apprentice Overtime Rate	Per Hour	2 HRS		
<b>Table 3A - Total Evaluated Price (GST/HST Excluded)</b>					
All materials will be invoiced at Manufacturer's Suggested Retail Pricing (MSRP)					

<b>Table 3B – Pricing for Option Year 1 BODY REPAIR</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>Estimated QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	Labour, Hourly Rate	Per Hour	50 HRS		
2	Labour, Overtime Rate	Per Hour	2 HRS		
3	Labour, Helper/Apprentice	Per Hour	5 HRS		
4	Labour, Helper/Apprentice Overtime Rate	Per Hour	2 HRS		
<b>Table 3B - Total Evaluated Price (GST/HST Excluded)</b>					
All materials will be invoiced at Manufacturer's Suggested Retail Pricing (MSRP)					

<b>Table 3C Pricing – Option Year 1</b>	
Table 3A Total	\$
Table 3B Total	\$
<b>Total Evaluated Price – Option Year 1 GST/HST Excluded</b>	<b>\$</b>

**Shop Supply Fee** (If applicable); Must be directly associated with work identified within each respective Repair Request, capped at a maximum of 10% of the labour charge to a maximum of \$50.00

**Environmental/Disposal Fees:** If applied, charges must be directly associated with each respective Repair Request. All Environment/Disposal Fees must be clearly identified as a separate line item on the invoice.

The Offeror may be asked to provide justification and/or confirmation of the associated Environmental/Disposal fees, at which time, all applicable documentation must be provided.

<b>Table 4A – Pricing for Option Year 2 MECHANICAL Repairs</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF Measure</b>	<b>Estimated QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	Labour, Hourly Rate	Per Hour	450 HRS		
2	Labour, Overtime Rate	Per Hour	22 HRS		
3	Labour, Helper/Apprentice	Per Hour	50 HRS		
4	Labour, Helper/Apprentice Overtime Rate	Per Hour	2 HRS		
<b>Table 4A - Total Evaluated Price (GST/HST Excluded)</b>					
All materials will be invoiced at Manufacturer's Suggested Retail Pricing (MSRP)					

<b>Table 4B – Pricing for Option Year 2 BODY REPAIR</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT OF ISSUE</b>	<b>Estimated QTY</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
1	Labour, Hourly Rate	Per Hour	50 HRS		
2	Labour, Overtime Rate	Per Hour	2 HRS		
3	Labour, Helper/Apprentice	Per Hour	5 HRS		
4	Labour, Helper/Apprentice Overtime Rate	Per Hour	2 HRS		
<b>Table 4B - Total Evaluated Price (GST/HST Excluded)</b>					
All materials will be invoiced at Manufacturer's Suggested Retail Pricing (MSRP)					

<b>Table 4C Pricing – Option Year 2</b>	
Table 4A Total	\$
Table 4B Total	\$
<b>Total Evaluated Price – Option Year 2 GST/HST Excluded</b>	<b>\$</b>

**Shop Supply Fee** (If applicable); Must be directly associated with work identified within each respective Repair Request, capped at a maximum of 10% of the labour charge to a maximum of \$50.00

**Environmental/Disposal Fees:** If applied, charges must be directly associated with each respective Repair Request. All Environment/Disposal Fees must be clearly identified as a separate line item on the invoice.

The Offeror may be asked to provide justification and/or confirmation of the associated Environmental/Disposal fees, at which time, all applicable documentation must be provided.

<b>Table 5 Total Pricing – All Years</b>	
Table 1C - Total Evaluated Price, Year 1	\$
Table 2C - Total Evaluated Price, Year 1	\$
Table 3C - Total Evaluated Price, Option Year 1	\$
Table 4C - Total Evaluated Price, Option Year 2	\$
<b>Total Evaluated Price – All 4 years GST/HST Excluded</b>	<b>\$</b>

## ANNEX "C"

### Insurance Requirements

#### Garage Automobile Liability Insurance

1. The Contractor must obtain Garage Automobile Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Garage Automobile Liability policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
  - c. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
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.

**ANNEX “D”**

**INTEGRITY PROVISIONS – LIST OF DIRECTORS**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

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3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

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4. In the case of a joint venture - For a Joint Venture - the names of all current members of the Joint venture;

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5. For an individual - the full name of the person

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