

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

Request For a Standing Offer
Demande d'offre à commandes

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

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 - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Title - Sujet Refrigeration Repair	
Solicitation No. - N° de l'invitation W0118-12S022/A	Date 2013-03-22
Client Reference No. - N° de référence du client DND	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-211-8484
File No. - N° de dossier WPG-2-35308 (211)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-06	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Wiebe, Amanda	Buyer Id - Id de l'acheteur wpg211
Telephone No. - N° de téléphone (204)983-7032 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BCE Contracts Office Building P-101, CFB Shilo SHILO Manitoba ROK 2A0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

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: includes the certifications to be provided;
- Part 6 Insurance Requirements:
- 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 and the Standing Offer Usage Report.

2. Summary

A Regional Individual Standing Offer (RISO) for the furnishing of all labour, materials, equipment, transportation and supervision required for the servicing of commercial refrigeration, heating and air conditioning systems, at CFB Shilo, Shilo, Manitoba on an "as required" basis. The RISO will be in affect for the period of May 1, 2013 to April 30, 2014, with two (2) additional one (1) year option periods.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada -Chile Free Trade Agreement (CCFTA), and the Canada-Peru Free Trade Agreement (CPTFA).

4. Debriefings

After issuance of a standing offer, 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.

PART 2 - OFFEROR INSTRUCTIONS

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 (2013-01-28) 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: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

M0019T (2007-05-25) Firm Price and/or Rates

M3021T (2012-07-16) Education and Experience

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. 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 Manitoba.

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.

5. 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 fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard 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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

A) Acceptance of PWGSC General Conditions and Resulting Contract Clauses contained in this solicitation.

B) Ability to perform the full scope of the work described in Annex "A", Statement of Work.

C) Provision of pricing as requested in Annex "B", Basis of Payment.

D) Proof of Workers Compensation Certification as identified herein.

Contractors must provide proof of the following certifications to the Technical Authority upon request:

E) "Ozone Depleting Substances Certificate" from the Manitoba Ozone Protection Industry Association (MOPIA).

F) Manitoba or Red Seal certificate

1.2 Financial Evaluation

1.2.1 M0220T (2007-05-25) Evaluation of Price

2. Basis of Selection

2.1 M0031T (2007-05-25) Basis of Selection - Mandatory Technical Criteria Only

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to

provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

2.1 Federal Contractors Program - Certification

M2000T (2010-08-16) Federal Contractors Program - \$200,000 or more

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. **has not been declared an ineligible contractor by HRSDC**).

Further information on the FCP is available on the HRSDC Web site.

2.2 M3025T (2013-01-28) Former Public Servant – Competitive Requirements

Contracts with 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 with FPS, offerors must provide the information required below.

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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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 Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

2.3 M3020T (2010-01-11), Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

2.4 A0285T (2012-07-16), Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within ten (10) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C .

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

M7010C (2012-07-16) Periodic Usage Reports - Standing Offer

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

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

(If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from May 1, 2013 to April 30, 2013 inclusive.

3.2 Extension of Standing Offer

M9014C (2008-05-12) Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) 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 fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Amanda Wiebe
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB
R3C 2Z1

Telephone: (204) 983-7032

Facsimile: (204) 983-7796

E-mail address: amanda.wiebe@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.

4.2 Project Authority

The Project Authority for the Standing Offer is:

TBD

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

4.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

5. Proactive Disclosure of Contracts with Former Public Servants

A3025C (2012-11-19) 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.

6. Identified Users

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

7. Call-up Instrument

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

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ TBA (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$TBD (Goods and Services Tax or Harmonized Sales Tax 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 four (4) 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.

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 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- e) 2010C (2012-11-19), General Conditions - Services (Medium Complexity);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- i) Annex D, Standing Offer Usage Report;
- j) the Offeror's offer dated _____ (*insert date of offer*)

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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 Manitoba.

13. Estimates

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

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.

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C will not apply to payments made by credit cards.

3. Term of Contract

3.1 Period of the Contract

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

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.

5. Payment

5.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$TBD (insert the amount at contract award). Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.2 Limitation of Expenditure (C6001C)

Canada's total liability to the Contractor under the Contract must not exceed \$ TBD . Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 percent committed, or
 - B. four (4) 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.

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.

5.3 Method of Payment

5.3.1 Monthly Payment

H1008C(2008-05-12) Monthly Payment

5.4 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods
A9117C (2007-11-30) T1204 - Direct Request by Customer Department
C2000C (2007-11-30) Taxes - Foreign-based Contractor
A9006C (2012-07-16) Defence Contract
C0710C (2007-11-30) Time and Contract Price Verification
C0711C (2008-05-12) Time Verification

5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

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.

Each invoice must be supported by:

- a.a copy of time sheets to support the time claimed;
- b.a copy of the release document and any other documents as specified in the Contract;
- c.a copy of the invoices, receipts, vouchers for all direct expenses, and all travel;

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.

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DND

Amd. No. - N° de la modif.

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WPG-2-35308

Buyer ID - Id de l'acheteur

wpg211

CCC No./N° CCC - FMS No/ N° VME

7. Insurance Requirements

7.1 G1005C (2008-05-12)Insurance

8. SACC Manual Clauses

B1501C (2006-06-16)Electrical Equipment

A9039C (2008-05-12) Salvage

A9062C (2011-05-16)Canadian Forces Site Regulations

ANNEX " A "

STATEMENT OF WORK

PART 1 - GENERAL

1.1 GENERAL

- .1 Work of this section covers the furnishing of all labour, materials, equipment, transportation and supervision required for the servicing of commercial refrigeration, heating and air conditioning systems.

1.2 REFERENCES

- .1 Canadian Standards Association (CSA).
- .2 Canadian Electrical Code, latest edition.
- .3 Federal Halocarbon Regulations, 2003.
- .4 Manitoba Regulation 104/94 "Ozone Depleting Substances Regulation".
- .5 Environmental Canada's "Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems", latest edition.
- .6 CCSC #80, Chapter 38, "Ozone Depleting Substance Regulation".
- .7 CSA B51-M1991, "Boiler, Pressure Vessels and Pressure Piping Code".
- .8 CAN/CSA-B52, "Mechanical Refrigeration Code", latest edition.
- .9 In the event of conflict between codes and references, the most stringent shall apply unless stated otherwise.

1.3 PRODUCT DATA

- .1 When requested by Engineer submit product samples in accordance with section 01001, General Instructions, Shop Drawings and Product Data.

1.4 SHOP DRAWINGS

- .1 When requested by the Engineer, submit shop drawings in accordance with section 01001, General Instructions, Shop Drawings and Product Data.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- .1 All repair materials and parts shall be as specified by manufacturer of the equipment.

-
- .2 All electrical components shall be CSA approved and performed by a journey person.
 - .3 If, in an emergency, the Contractor installs parts other than those specified by the manufacturer, he shall replace such parts with manufacturer's specified parts before claiming payment. No claim shall be made for parts other than those specified by the manufacturer.

PART 3 - EXECUTION

3.1 GENERAL

- .1 Do work in accordance with referenced codes and standards specified in Para 1.2.

3.2 ALTERNATIVES AND SUBSTITUTIONS

- .1 The Contractor shall not make changes in the design and installation of equipment and fixtures without prior written approval of the Engineer.

3.3 MANUFACTURER'S DIRECTIONS

- .1 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as specified by the manufacturer, unless herein specified by the Engineer.

3.4 REFRIGERATION WORK

- .1 All refrigeration related work involving new equipment installations, leak testing, decommissioning or other related work shall be done in accordance with the Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems and the Federal Halocarbon Regulations (2003).
- .2 All labourers performing work on equipment entailing any type or form of halocarbons shall be in possession of a valid and current "Ozone Depleting Substances Certificate" from the Manitoba Ozone Protection Industry Association (MOPIA).
- .3 All new equipment installations, leak testing or decommissioning of refrigeration equipment entailing halocarbons shall be performed by the Contractor in conjunction with completing a CFB Shilo "Service Log", "Disposal/Decommissioning Notice" or "Leak Test Notice" form, given by the Engineer, and returned in duplicate to the Engineer.

3.5 EQUIPMENT

- .1 Calibration of equipment used on the job is the responsibility of the contractor and time taken to calibrate equipment will not be billed or charged to DND.

3.5 UNSERVICEABLE EQUIPMENT

- .1 Where work cannot be carried out on site, the contractor shall report same by phone from site or in person to the CE Contracts Office, so that replacement action can be arranged.
- .2 Where it is apparent that the total labour and material cost are beyond economical repair, the Contractor shall submit a Condemnation Report the Engineer with the estimate of cost and repairs shall not be performed without written approval from the Engineer.

3.6 OPERATION AND MAINTENANCE MANUAL

- .1 Submit Operation and Maintenance Manual for all new and replaced items to the Engineer at time of final inspection in accordance with Section 01001, General Instructions, Operation and Maintenance Manual.
- .2 O and M manual submissions shall have a copy of the completed CFB Shilo "Service Log for Refrigeration and Air Conditioning Systems" form for any work related to refrigeration equipment specified in Para. 3.4 above.

1. DESCRIPTION OF WORK

.1 Work under this Standing Offer covers the furnishing of all labour, materials, equipment, transportation and supervision required for the troubleshooting, service and repair of commercial refrigeration, heating and air conditioning systems at Brandon Armouries, and Canadian Forces Base Shilo, Shilo, Manitoba, on an as and when required basis.

.2 Work included by this Standing Offer but is not necessarily confined to the following:

- .1 System troubleshooting, servicing and repair.
- .2 Defrosting of evaporators, if necessary.
- .3 Repair, modifying and fabrication of ductwork.
- .4 Opening and closing valves, dampers, and regulators normally installed to protect the equipment against damage or to obtain proper operation.
- .5 Installation of new equipment and/or modification to existing equipment.
- .6 Leak testing and repair leak as required.
- .7 Decommissioning of equipment.
- .8 Minor electrical and sheet metal work.
- .9 Inspection and repairing of burners.

.3 Work not included:

- .1 Structural repairs including roof repairs.
- .2 Replacement of hardware, doors, filters, insulation, floors, or the performance of duties by trades not covered by the journeyman's license.
- .3 If such work is found necessary, the Contractor shall notify the Engineer.

.4 Equipment included in this Standing Offer shall be as follows but not necessarily restricted to the following:

- .1 Cold tables.
- .2 Water coolers.
- .3 Air compressors.
- .4 Air conditioners.
- .5 Cooling towers.
- .6 Compressors.
- .7 Duct work and air distribution systems.
- .8 Rooftop HVAC units.

2. REFERENCES

- .1 Canadian Electrical Code of Canada, latest edition.
- .2 Federal Halocarbon Regulations, 2003.
- .3 Manitoba Regulation 104/94 "Ozone Depleting Substances Regulation".
- .4 CCSC #80 Chapter 38 "The Ozone Depleting Substance Regulation".
- .5 Environmental Canada's "Code of Practice for Elimination of Fluorocarbon Emissions from Refrigeration and Air Conditioning Systems", latest edition.
- .6 CSA B51-M1991 - Boiler, Pressure Vessel and Pressure Piping Code.
- .7 CAN/CSA-B52-92 - Mechanical Refrigeration Code.

3. CODES

- .1 Perform work in accordance with Federal Halocarbon Regulations (2003), above referenced documents and any other code of, federal provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirement shall apply.
- .2 Meet or exceed requirements of:
 - .1 Contract documents, specifications or scopes of work.
 - .2 specified standards, codes and referenced documents.
- .3 The Engineer may furnish a copy of CSA-B51-M1991 and CAN/CSA-B52 if requested. It shall be the responsibility of the Contractor to obtain copies of other Government department controlled regulations and acts.

4. DEFINITIONS

- .1 Reference to Engineer shall be construed as that person responsible for overlooking the Standing Offer's inspection and progress.
- .2 This person shall be designated at the time of pre-startup meeting prior to work commencing.

5. SHILO'S "ENVIRONMENTAL" POLICY

- .1 In accordance with Canadian Forces Base Shilo's "Environmental" policy, the Contractor shall propose "environmentally safe" products for those materials listed. The Contractor shall submit product data and WHMIS for all "environmentally safe" products as requested by Engineer.

6. LOCATION OF EQUIPMENT AND FIXTURES

- .1 Location of equipment, fixtures and outlets indicated or specified are to be considered as approximate.
- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
- .3 Inform Engineer of impending installation and obtain his approval for actual location.
- .4 Submit field drawings to indicate relative position of various services and equipment when required by Engineer.

7. EXISTING SERVICES

- .1 Where work involves breaking into or connecting to existing services, carry out work at times directed by authorities having jurisdiction, with minimum of disturbance to pedestrian and vehicular traffic.

8. INTERFERENCE AND SECURITY

- .1 Execute work with least possible interference or disturbance to occupants, public and normal use of premises. Arrange with Engineer to facilitate execution of work.
- .2 Where security has been reduced by work of contract, provide temporary means to maintain security.
- .3 Provide temporary dust screens, barriers, warning signs in locations where renovation and alteration work is adjacent to areas used by others and when requested by the Engineer.

9. ASBESTOS DISCOVERY

- .1 Demolition of asbestos can be hazardous to health. Should material resembling asbestos be encountered in course of demolition work, stop work and notify Engineer immediately. Do not proceed until written instructions have been received from Engineer.

10. ADDITIONAL DRAWINGS

- .1 Engineer may furnish additional drawings for clarification. These additional drawings have same meaning and intent as if they were included with plans referred to in Contract documents.

11. QUALIFICATIONS

- .1 Only qualified workers certified by the Manitoba Ozone Protection Industry Association (MOPIA) are allowed in performing work in this Standing Offer. Submit proof of such licenses to Engineer.

12. HOURS OF WORK

- .1 The Contractor shall comply with the hours of work in effect at the site during the period of this Standing Offer.

13. PROCEDURES

- .1 The Contractor shall report to the Engineer prior to the starting of work.
- .2 The Contractor shall bring his copy of the requisition (DSS 942) with him or in the event of a telephone call-out, obtain same from the CE Contractor Inspector.
- .3 The Contractor shall submit a completed requisition (DSS 942) and an itemized slip for such completed work as applicable.

14. SERVICE CALLS

- .1 The Contractor shall provide service during regular working hours when requested by the engineer on an 8 hour/day, 5 day/week basis.
- .2 The Contractor shall provide emergency service when requested by the Engineer outside regular working hours, including nights, Saturdays, Sundays and statutory Holidays.

-
- .3 The Contractor shall advise the engineer of the telephone number at which he or his representative may be contracted at any time.
 - .4 The Contractor shall not refuse any call of service requested and shall commence work not later than 4 hours for emergencies and 24 hours for non-emergencies after receiving call from the Engineer.

15. COMMENCING WORK

- .1 The Contractor shall not commence work without first obtaining the approval of the Engineer.

16. WORKMANSHIP MATERIALS

- .1 All workmanship and materials shall be of a high standard and in accordance with good standard practice.
- .2 The Contractor shall make good inferior workmanship and replace defective materials at his own expense.

17. SMOKING POLICY

- .1 There shall be NO SMOKING within Base Buildings, POL compounds and Ammunitions at any time.

18. SAFETY

- .1 Observe construction safety measures of National Building Code 2010 Part 8, Manitoba Labour's Workplace Safety and Health, Worker's/Workmen's Compensation Board and in any case of conflict or discrepancy, the more stringent requirement shall apply.

19. SCAFFOLDING

- .1 Construct and maintain scaffolding in rigid, secure and safe manner.
- .2 Erect scaffolding independent of walls. Remove promptly when no longer required. Design and construct scaffolding in accordance with CAN/CSA-S269.2-M87.

20. WHMIS

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and regarding labelling and provision of Material Safety Data Sheets (MSDS) acceptable to Labour Canada and Health and Welfare Canada.
- .2 Deliver copies of MSDS sheets to Engineer on delivery of materials.

21. FIRE SAFETY REQUIREMENTS

- .1 Be aware of the location of nearest fire alarm box and telephone, including the emergency phone number.
- .2 Report immediately all fire incidents to the Fire Department as follows:
 - .1 activate nearest fire alarm box; or
 - .2 telephone:
 - .1 Base Area - 911
- .3 Persons activating fire alarm box are to remain near the box to help direct Fire Department to scene of fire.
- .4 When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.
- .5 The minimum rating for extinguishers in Sentences (1) and (2) shall be:
 - .1 2-A:10-BC on movable equipment,
 - .2 4-a:40-BC in all other locations.
- .6 Work entailing the use of toxic or hazardous materials and/or chemicals otherwise creates a hazard to life, safety or health, will be in accordance with the National Fire Code of Canada.
- .7 Obtain from Fire Chief a "Hot Work" permit for work involving welding, burning or the use of blow torches and salamanders, in buildings or facilities.
- .8 Site inspection by Fire Chief will be co-ordinated through Engineer.

22. SHOP DRAWINGS

- .1 Shop drawings: if required, original drawings, or modified standard drawings shall be provided by Contractor, to illustrate details of portions of work, which are specific to project requirements, as required by Engineer.

23. PRODUCT DATA AND SAMPLES

- .1 Product Data: manufacturer's catalogue sheets, brochures, literature, performance charts and diagrams, used to illustrate standard manufactured products.

24 RECORD DRAWINGS

- .1 Provide the Engineer with one set of as-built record drawings on which clearly mark, as the job progresses, all changes and deviations from the original scope of work and or drawings. Show on the Contract Drawings so that on completion of the job, the exact "as-built" location will be recorded.
- .2 Deviations and changes shall be marked with "red" ink.

25. OPERATION AND MAINTENANCE MANUAL

- .1 Operation and Maintenance Manual: if requested by Engineer, an organized compilation of maintenance data including detailed technical information, documents and records, and manufacturer's specifications describing maintenance of individual products.

26. ACCEPTABILITY OF MATERIALS

- .1 The acceptance of materials other than those specified shall be determined by the Base Construction Engineering Officer.
- .2 Request for acceptance of non-specified materials shall be submitted in writing to:

Base Engineering Officer
CFB Shilo
Box 5000, Station Main
Shilo, Mb R0K 2A0

- .3 Request must be supported with sufficient product information to enable the Engineer to make an assessment.

ANNEX "B" BASIS OF PAYMENT

1.0 INSTRUCTIONS

1.1. It is **MANDATORY** that bidders submit firm all inclusive prices/rates for the period identified in the following Pricing Schedules. **This section, when completed, will be considered as the bidder's Financial Offer.**

1.2. Should there be an error in the extended pricing of the bidder's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the bidders' offer shall be changed to reflect the quantities stated in the RFP. The quantities specified below are provided for evaluation purposes only.

1.3. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing. Material cost and mark-up to be shown on invoice.

1.4 Call-out during regular working hours (7:30 AM - 4:00 PM) to and from work site will be paid based on one hour of regular hourly rate.

1.5 A sign-in/out register will be maintained at the Contracts Office of Base Construction Engineering located in building P-101. Contractors will ensure a responsible member from each crew signs in at the commencement of each work day and signs out at the end of the work day. In the event the Contracts Office is not accessible, outside of normal working hours (7:30 AM - 4:00 PM), all contractors will report to the Military Police, building L-134, where signing in and signing out will take place.

1.6 It is Base policy that all heavy industrial traffic use the main (South) gate for access to all DND property.

Evaluated totals will be calculated as follows:

Sum of initial standing offer period, option period 1 and option period two.

ANNEX "C"

INSURANCE REQUIREMENTS

1.1 G2001C (2008-05-12) 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. 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.

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PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE:
