

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

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Title - Sujet Garage Supplies	
Solicitation No. - N° de l'invitation 21510-121749/B	Date 2012-05-04
Client Reference No. - N° de référence du client 21510-121749	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-108-8039
File No. - N° de dossier WPG-1-34366 (108)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-18	Time Zone Fuseau horaire Central Daylight Saving Time CDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Perkins, Bill	Buyer Id - Id de l'acheteur wpg108
Telephone No. - N° de téléphone (204)983-0275 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA HWY 7 NORTH STONY MOUNTAIN MANITOBA R0C3A0	
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 six parts plus attachments and annexes, as follows:

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

The Annexes include the Requirement and Basis of Payment and Standing Offer Usage Report

2. Summary

A Regional Individual Standing Offer (RISO) for the supply and delivery of various auto parts and garage consumables, as required for Correction Services Canada, Stony Mountain / Rockwood Institution, Stony Mountain, Manitoba. The Standing Offer will be in effect from approximately June 1, 2012 to May 31, 2013.

The pricing of all items must be based on the provision of premium quality brands and delivery FOB destination Winnipeg or Stony Mountain, depending on the vendors primary location. Vendors must specify Winnipeg or Stony Mountain as the distribution point in its offer.

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided 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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual Clauses

B3000T	Equivalent Products	2006-06-16
M0019T	Firm Price and/or Rates	2007-05-25
M1004T	Condition of Material	2011-05-16

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 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 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.

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 copy)

Section II: Financial Offer (1 hard copy) and one (1) soft copy, Excel file, by e-mail.

Section III: Certifications (1 hard copy)

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

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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 "A" - Requirmenet and 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

- a) Bidders must meet the Mandatory Specifications identified under Annex "A" - Requirement and Basis of Payment.
- b) Provision of firm pricing as requested in Annex "A", Requirement and Basis of Payment, for at least 63/73 of the Items listed. Failure to quote on at least 63/73 of the Items will result in your offer being deemed non-responsive.
- c) Provision of a discount off current published pricing to apply to all items not specifically Identified in Tables A1 or A2. The discount quoted must be held for the term of the Standing Offer. The discount quoted will be evaluated against the estimated expenditure not accounted for in Tables A1 or A2.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2010-01-11), Evaluation of Price
SACC Manual Clause C3011T (2010-01-11), Exchange Rate Fluctuation

2.0 Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

1. 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 requirements within that time period will render the offer non-responsive.

1.1 Federal Contractors Program - Certification

1.1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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 a 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.

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

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, 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;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement 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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

2.2.1 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "B". 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.

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 against the Standing Offer is from approximately June 1, 2012 to May 31, 2013.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

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

Telephone: (204) 983-0275
Facsimile: (204) 983-7796
E-mail address: bill.perkins@pwgsc.gc.ca

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

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. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : Correctional Services of Canada, Stony Mountain or Rockwood Institute.

6. 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 or electronic document.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$5,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

7.1 Minimum Individual Call up

The majority of call ups against this Standing Offer will total a minimum of \$200.00 (goods and Services Tax or Harmonized Sales Tax included)

7.2 Delivery of Call ups

Part pick-up or Delivery of all in stock items shall be available within 3 working days from receipt of a call-up against the Standing Offer

Delivery FOB Stony Mountain Institution, Stony Mountain, MB shall be made within **two (2)** calendar days from receipt of call up. The contractor shall advise the Project Authority within one **(1) day** of any delays and/or item shortage.

When a Call-up of \$200.00 or more is issued;

All orders are to be **FOB destination, including all delivery and transportation charges** unless otherwise specified at the time of call-up.

Delivery point to be specified at time of order. Delivery times are to be Monday - Friday, 0830 to 1530 hours unless prior arrangements are made.

CALL-UP FORM: Authorized call-up against this Standing Offer shall be made using one of the following:

DSS 942 for payment by invoice or acquisition card, Local Form 001 - for payment by invoice or acquisition card, or phone call - for payment by acquisition card only.

When a call-up with a total dollar value of less than \$200.00 is issued;

Transportation charges shall be prepaid and charged as a separate item on the invoice at the suppliers cost. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee. As this will be a rare occurrence all evaluations will be based on the assumption that individual call-ups will be greater than \$200.00.

8. Financial Limitation - Total

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 (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.

9. 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 (2012-03-02), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029 (2012-03-02), General Conditions-Goods or Services (Low Dollar Value);
- e) Annex "A", Requirement and Basis of Payment;
- f) Annex "B" Standing Offer Usage Report;
- g) the Offeror's offer TBD.

10. Certifications

10.1 Compliance

Compliance with the certifications 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 or 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.

10.2 SACC Manual Clauses

M3000C	Price Lists	2006-08-15
M3800C	Estimates	2006-08-15

11. 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.

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. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2029 2012-03-02) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 11 Interest on Overdue Accounts, of 2029 (2012-03-02) General Conditions (Low Dollar Value) will not apply to payments made by credit cards at point of sale.

2.2 SACC Manual Clauses

A9068C	Government Site Regulations	2010-01-11
B7500C	Excess Goods	2006-06-16
C2000C	Taxes-Foreign Based Contractor	2007-11-30
D5328C	Inspection and Acceptance	2007-11-30

3. Term of Contract

3.1 Delivery Date

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

4. Payment

4.1 Basis of Payment - Firm Price or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price specified in the Call-Up. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Price

SACC Manual clause C6000C (2007-05-25) Limitation of Price

4.3 Method of Payment

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

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

5.1 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.

6. SACC Manual Clauses

G1005C	Insurance	2008-05-12
D0018C	Delivery and Unloading	2007-11-30

7. 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.

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

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ANNEX "A" REQUIREMENT / BASIS OF PAYMENT

Please see attached

