



## TITLE - Auto Repainting and Body Work

### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

### PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

### PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Standing Offer

### PART 6 - INSURANCE REQUIREMENTS (

1. Insurance Requirements

### PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants

7. Identified Users
8. Call-up Instrument
9. Limitation of Call-ups
10. Priority of Documents
11. Certifications
12. Applicable Laws

**B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance Requirements
8. SACC Manual Clauses

List of Annexes

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Vehicle List
- Annex D - Procedures to follow with a chemical agent resistant coating (CARC) system
- Annex E - Insurance Requirements
- Annex F - Standing Offer Reporting

## TABLE OF CONTENTS

### TITLE – Auto Repainting and Body Work

#### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

#### PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

#### PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

#### PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Standing Offer

#### PART 6 - INSURANCE REQUIREMENTS (

1. Insurance Requirements

#### PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

##### A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Identified Users
8. Call-up Instrument
9. Limitation of Call-ups
10. Priority of Documents
11. Certifications
12. Applicable Laws

Solicitation No. - N° de l'invitation  
W0114-140001/A  
Client Ref. No. - N° de réf. du client  
W0114-14-0001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-3-40216

Buyer ID - Id de l'acheteur  
kin508  
CCC No./N° CCC - FMS No./N° VME

## **B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance Requirements
8. *SACC Manual* Clauses

### List of Annexes

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Vehicle List
- Annex D - Procedures to follow with a chemical agent resistant coating (CARC) system
- Annex E - Insurance Requirements
- Annex F - Standing Offer Reporting

## **TITLE Auto Refinishing and Bodywork**

### **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 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 and any other annexes.

#### **2. Summary**

- (i) The Department of National Defence (DND), CFB Kingston, Kingston Ontario, have a requirement for a Regional Individual Standing Offer (RISO), for the provision of all labour, parts (shop supplies) and materials required to perform paint and bodywork repairs to CFB Kingston Fleet, including Light and Heavy commercial vehicles, Standard Military Pattern (SMP) vehicles, inspection and repair of frames as well as repair on Fiber Glass and Metal Boats on an as and when requested basis.
- (ii) As requested by the Logistics Support Services, Maintenance Section at Canadian Forces Base Kingston.
- (iii) The period for placing call-ups against the Standing Offer shall be from 01 July 2014 to 30 June 2015.
- (iv) This requirement contains a Controlled Goods Requirement, as such, Offerors must be registered with the Controlled Goods Directorate (CGD) at time of bid submission.

- (v) offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.
- (vi) For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).
- (vii) "The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### **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.

## **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) (<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](#) (2014-03-01) 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**

A9130T (2011-05-16) Controlled Goods Program

### **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. 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.

#### **4. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **1. Offer Preparation Instructions**

Solicitation No. - N° de l'invitation  
W0114-140001/A  
Client Ref. No. - N° de réf. du client  
W0114-14-0001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-3-40216

Buyer ID - Id de l'acheteur  
kin508  
CCC No./N° CCC - FMS No./N° VME

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)

Section III: Certifications (1 hard 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) (<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 Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**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**

Any offer which fails to meet the following Mandatory Technical Criteria will be declared non-responsive and will not be given any further consideration.

- (1) Offerors must provide proof, at time of offer submission, of valid qualification of Controlled Goods, under the DND Controlled Goods Program.

#### **1.2 Financial Evaluation**

The price of the offers will be evaluated in Canadian dollars, the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) excluded, FOB destination for goods, Customs duties and Excise taxes included.

Prices shall not appear in any other area of the offer except in the financial proposal section (Annex "B"). The Financial proposal (Annex "B") section shall be completed in full and shall not be altered, except with the inclusion of unit prices or your offer will be considered non-responsive.

The offerors unit prices will be multiplied by the estimated usage's to arrive at an evaluated price.

The Total Evaluated Price is the sum of all the extended prices.

### **2. Basis of Selection – Mandatory Technical Criteria Only**

- 2.1** 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 associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

## **1. Certifications Required Precedent to Issuance of a Standing Offer**

### **1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions [2006](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **1.2 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](#) website.

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**

### **1. Insurance Requirements**

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **2. Security Requirement**

There is no security requirement applicable to this Standing Offer.

### **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.

#### **3.1 General Conditions**

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C ". 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 bi-annually to the Standing Offer Authority.

The bi-annually reporting periods are defined as follows:

1st report: July 1 to December 31;

2nd report: January 1 to June 30;

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

### **4. Term of Standing Offer**

#### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 01 July 2014 to 30 June 2015.

### **5. Authorities**

#### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Tammy Weaver  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence St., 2<sup>nd</sup> Floor  
Kingston, Ontario  
K7L 1X3

Telephone: 613-545-8059  
Facsimile: 613-545-8067

Solicitation No. - N° de l'invitation  
W0114-140001/A  
Client Ref. No. - N° de réf. du client  
W0114-14-0001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-3-40216

Buyer ID - Id de l'acheteur  
kin508  
CCC No./N° CCC - FMS No./N° VME

E-mail address: tammy.weaver@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.

## 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.

## 5.3 Offeror's Representative

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 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. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Representative of Canadian Forces Base Kingston.

## 8. 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, telephone, facsimile or email.

## 9. Limitation of Call-ups

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

## 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) 2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services e)
- d) 2010C (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C -Vehicle List
- h) Annex D -Procedures to follow with a chemical agent resistant coating (CARC) system
- i) Annex E, Insurance Requirements;
- j) Annex F Standing Offer Reporting
- k) the Offeror's offer dated \_\_\_\_\_.

## 11. Certifications

### 11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). 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. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

### 11.2 SACC Manual Clauses

**A9131C (2011-05-16) Controlled Goods Program**  
**B4060C (2011-05-16) Controlled Goods**

## 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 Ontario.

## 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 (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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

**2.3 SACC Manual Clauses**  
M3800C (2006-08-15) Estimates

**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**

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 **the call-up**. Customs duties are included and Applicable Taxes are extra.

**5.2 Limitation of Price**

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

**5.3 Single Payment**

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

**5.4 SACC Manual Clauses**

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

**5.5 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_.

**OR**

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 call-up

2. Invoices must be distributed as follows:

- a. one (1) copy must be forwarded to the consignee.

## 7. Insurance Requirements

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

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

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

## **Annex A**

### **Statement of Work**

Regional Individual Standing Offer (RISO) for the provision of all labour, parts and materials required to perform paint and bodywork repairs to Light and Heavy commercial vehicles and Standard Military Pattern (SMP) vehicles. This is to include inspection and repair of frames, as well as repair on Fibre-Glass and Metal Boats on an as and when requested basis for Logistics Support Services, Maintenance Section at Canadian Forces Base Kingston, Kingston, Ontario.

#### **(SMP) Vehicles**

All Standard Military Pattern Vehicles will be painted with paint provided by the Department of National Defence (DND). The supplied paint will be a product that is listed as a Controlled Good, under the DND Controlled Goods Program. All contractors that use this product must be registered in the Controlled Goods Program.

#### **Special Instructions**

1. All work to be performed at the Offerors shop. Vehicles may be driven or towed to Offerors location by the Department of National Defence.
2. Work will be performed on various makes and models of vehicles as listed in Annex "C" but not limited to these vehicles.
3. Exchange Parts Plan: The worn or damaged parts and components covered by the terms of the Standing Offer will be exchanged for factory rebuilt parts on the basis of one-for-one and like-for-like. In the event factory rebuilt parts are not available, new and unused parts and components will be supplied upon approval of the Technical Authority.
4. All maintenance and repair work is to be performed by licensed auto body technician, or apprentice auto body technician under the direct supervision of a licensed auto body technician. Auto body technician will also be responsible for body and paint, inspection and repair of frames on vehicles and repair of fiber glass and metal boats.
5. All orders are to be FOB Destination to location specified at time of call-up.
6. Published prices lists for labour and parts are to be made available upon request of consignee.

Solicitation No. - N° de l'invitation  
W0114-140001/A  
Client Ref. No. - N° de réf. du client  
W0114-14-0001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-3-40216

Buyer ID - Id de l'acheteur  
kin508  
CCC No./N° CCC - FMS No./N° VME

7. All repairs must be completed within 15 working days of receipt of vehicle /boat. Should a requirement take longer than 15 working days, Offeror is to notify DND for approval at time of call-up.

## Annex B

### BASIS OF PAYMENT

#### Deliverables

The Offeror must be able to provide the following services on an "as and when" requested basis. The Contractor will be paid in accordance with the following Pricing pursuant to this Standing Offer.

HST is not included and is to be shown as a separate item on any resulting invoice.

**The estimated usage's provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way are a commitment on the part of the Crown.**

Hourly Rate Provided must be in accordance with an Industry Pricing Standard such as Audatex or Mitchell. Offerors must indicate the Industry Standard used to calculate provided pricing: Standards: \_\_\_\_\_

#### 1.0 Pricing Period: Year One – Date of Issuance to 30 June 2014

##### 2.0

#### 1.1 Light and Heavy Commercial

**No pick up or delivery charges will apply to Offerors within a 25km radius of CFB Kingston. CFB**

**Kingston will deliver the vehicles to, and pick the vehicles up from the Offeror's repair facility if**

**the Offerors site is within a 25 km radius of CFB Kingston, otherwise, the Offeror will be responsible for pick-up and delivery to CFB Kingston.**

Offerors are required to provide an hourly rate to include all shop supplies, labour materials including paint required during the performance of paint and bodywork repairs on light and heavy commercial vehicles.

This rate will apply to all non Standard Military Pattern Vehicles (SMP).

Hourly Price: \$\_\_\_\_\_ / hour for an estimated usage 450 hours:

#### 1.2 Standard Military Pattern (SMP)

**No pick up or delivery charges will apply to Offerors within a 25km radius of CFB Kingston. CFB**

**Kingston will deliver the vehicles to, and pick the vehicles up from the Offeror's repair facility if**

**the Offerors site is within a 25 km radius of CFB Kingston, otherwise, the Offeror will be responsible for pick-up and delivery to CFB Kingston.**

Offerors are required to provide an hourly rate to include all shop supplies, labour, materials for all SMP

vehicles. The hourly rate will not include a cost for paint as all paint will be provided by the Department of

National Defence as detailed in Annex A.

Hourly Price: \$\_\_\_\_\_ / hour for an estimated usage 450 hours:

Solicitation No. - N° de l'invitation  
W0114-140001/A  
Client Ref. No. - N° de réf. du client  
W0114-14-0001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-3-40216

Buyer ID - Id de l'acheteur  
kin508  
CCC No./N° CCC - FMS No./N° VME

### **1.3 Pick-up and Delivery**

**If the Offerors repair facility is in excess of 25km's of CFB Kingston, DND may require the contractor to pick-up and deliver vehicles/boats to be repaired from CFB Kingston to the Offerors repair facility and return them to CFB Kingston.**

**Please indicate the distance (km) from Offerors repair facility to CFB Kingston:**  
\_\_\_\_\_km

**If Offerors facility is within a 25 km radius of CFB Kingston, please indicate "N/C" for no charge.**

**Please provide the following pick-up and drop off pricing:**

**\$ \_\_\_\_\_ per pick up from CFB Kingston to Offerors shop for an estimated 25 pick ups:**

**\$ \_\_\_\_\_ per drop off from Offerors shop to CFB Kingston for an estimated 25 drop off's:**

Solicitation No. - N° de l'invitation  
W0114-140001/A  
Client Ref. No. - N° de réf. du client  
W0114-14-0001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-3-40216

Buyer ID - Id de l'acheteur  
kin508  
CCC No./N° CCC - FMS No./N° VME

## Annex C

### VEHICLE LIST

CFB Kingston Vehicle List includes, but is not limited to:

**SMP:** HLWW -All configurations  
LSVV -All configurations  
G-WAGON -All configurations  
MILCOT -All configurations

**COMMERCIAL VEHICLES:** -Backhoe  
-Buses (Coach and Activity)  
-Loader  
-Excavator  
-Grader  
-Skid steer  
-Fork Lift  
-Zoom boom  
-Dump Trucks  
-Highway Tractors  
-Highway Trailers  
-Tractors  
-Trailers (various configurations)  
-Snowmobiles  
-Line trucks  
-Panel Trucks 1 Ton to 5 Ton (various configurations)  
-Pick-up Trucks (various configurations)  
-Cars  
-Vans  
-ATV  
-ARGO

**MISC EQUIPMENT and VEHICLES:** -Composite Storage Boxes  
-Base Monuments  
-Pirate boats  
-Whaler boats  
-Echo Boats  
-Power boats (various sizes)  
-Snow Removal equipment  
-Snow plow blades  
-Box Sanders  
-Lawn Mowers self-propelled  
-Lawn care equipment  
-Drum rollers  
-Sprayers  
-Vehicle Rims  
-Vehicle Bumpers

## Annex D

# PROCEDURES TO FOLLOW WITH A CHEMICAL AGENT RESISTANT COATING (CARC) SYSTEM

### 1. Scope

- 1.1. This document outlines the procedures to be followed and the products to be used in order to paint surfaces of operational ground equipment with a CARC system. This document is written with the intent of providing a smooth transition from a conventional corrosion protective system to an enhanced corrosion protective system.

### 2. Acronyms

CARC	Chemical Agent Resistant Coating
CA	Canadian Army
CFSS	Canadian Armed Forces Supply System
DGLEPM	Director General of Land Equipment Program Management
DLR	Director Land Requirements
DND	Department of National Defence
LFCO	Land Forces Command Orders
NBC	Nuclear, Biological and Chemical
NSN	NATO Stock Number
OPC	Organic (and Associated Inorganic) Protective Coatings
SOW	Statement of Work
SSPC	Steel Structure Painting Council
TA	Technical Authority
VCDS	Vice Chief of the Defence Staff

### 3. Applicable Documents and Product NSNs

- 3.1 The following specifications and standards form part of this Statement of Work to the extent specified herein. Copies of these documents are available online from the US Department of Defense web site at <https://assist.daps.dla.mil/quicksearch> or from the Standardization Document Order Desk, 700 Robbins Avenue, Building 4D, Philadelphia, PA 19111-5094.

Specification	NSN	Description
---------------	-----	-------------

MIL-DTL-53072		Chemical Agent Resistant Coating (CARC) Application Procedures and Quality Control Inspection
DOD-P-15328	8030-00-281-2726	Primer (Wash), Pre-treatment (Formula 117 For Metals) (Metric) (NSN for 1 US Gal size kit)
TT-C-490 Type III	8030-00-281-2726	Chemical Conversion Coatings and Pretreatments for Ferrous Surfaces (Base for Organic Coatings) (NSN for 1 US Gal size kit)
FED-STD-595C		US Federal Standard-Colors Used in Government Procurement
MIL-DTL-53022 Type II	8010-01-309-0328	Primer, Epoxy Coating, Corrosion Inhibiting, Lead and Chromate Free (NSN for 1.25 US Gal size kit)
MIL-DTL-53022 Type IV	8010-01-589-7077	Primer, Epoxy Coating, (Enhanced) Corrosion Inhibiting, Lead and Chromate Free (NSN for 1.25 US Gal size kit)
MIL-DTL-53022 Type V	8010-01-610-7329	Primer, Epoxy Coating, (Enhanced) Corrosion Inhibiting, Lead and Chromate Free (NSN for 6X250 ml aerosol can kits)
MIL-DTL-53030	8010-01-193-0520	Primer Coating, Epoxy, Water Reducible, Lead and Chromate Free (NSN for 1 US Gal kit)
MIL-PRF-24667 Type I, II, IV, Comp G	8010-01-397-3806	Coating System, Non-Skid, for Roll, Spray or Self-Adhering Application (NSN for 5 US Gal kit)
MIL-DTL-64159 Type II	8010-01-493-3169 8010-01-493-3170 8010-01-493-3177 8010-01-493-3179	Coating, Water Dispersible Aliphatic Polyurethane, Chemical Agent Resistant (NSNs are for 0.75 and 3 US Gal size colour green #34094 and tan #33446)
MIL-DTL-64159 Type III	8010-01-596-7862 8010-01-596-7859 8010-01-596-7855	Coating, Water Dispersible Aliphatic Polyurethane, Chemical Agent Resistant (NSNs are for 30 mL kit colour green #34094, for 30 mL kit colour tan #33446 and 30 mL kit colour black #37030 respectively)
MIL-PRF-22750	8010-01-419-1164	Performance Specification, Coating, Epoxy, High Solids (NSN is for 1 US Gal kit colour white #17925)

#### 4. Requirements

- 4.1. A CARC system shall be applied on the surfaces in conformance with the following descriptions including conformance with one of the following sub-processes **A** or **B** as applicable per the following direction: Stocks of shelf-life compliant products identified under sub-process **A** that are held at contractor facilities and within the CFSS shall be used as per sub-process **A** until these stocks are depleted, then products identified under sub-process **B** shall be used as per sub-process **B**.

- 4.1.1 Cleaning (Must be performed prior to Sub-Process **A**, Sub-Process **B** or for Touch-Up)

- 4.1.1.1. All parts shall be cleaned immediately before surface preparation. Prior to surface preparation, all surfaces shall be freed of corrosion or soil contaminants such as grease, oil, welding flux, scale, dirt, adhesives or other foreign matter that may interfere with surface preparation,

treatment or coating. For this purpose use a hot alkaline cleaning by immersion, spray or vapour process and/or appropriate organic solvent(s) as per MIL-DTL-53072 (latest edition).

- 4.1.1.2 Precautions shall be taken to ensure that surfaces remain clean and dry until they are pre-treated, primed and top coated.

- 4.1.2. Sub-Process **A** requires surface preparation, surface pre-treatment and a primer as follows:

4.1.2.1 Surface Preparation

- 4.1.2.1.1 For metal parts surface preparation, perform an abrasive grit blast to a white metal SSPC-SP-5 surface finish imparting to the substrate a profile of 13 microns. For non-metallic parts surface preparation, perform a uniform scuffing of the surface with a 180 grit sand paper.

4.1.2.2 Surface pre-treatment

- 4.1.2.2.1 Metal components shall receive an organic pre-treatment (wash primer) coating meeting the requirements of specification TT-C-490 type III (DOD-P-15328) (latest edition).

4.1.2.3 Primer

- 4.1.2.3.1 A primer coating meeting the requirements of specification MIL-DTL-53022 (latest edition) type II, Epoxy Coating, or specification MIL-DTL-53030 (latest edition) Water Reducible Epoxy Coating shall be applied to all equipment surfaces that need to be coated.

(This concludes sub-process **A**)

- 4.1.3 Sub-Process **B** requires surface preparation, surface pre-treatment when applicable and priming as follows:

4.1.3.1 Surface Preparation

- 4.1.3.1.1 Heavy metal parts shall be processed by abrasive grit blast to a white metal SSPC-SP-5 surface finish to impart a profile of 38 to 50 microns (1.5 to 2 mils). Lighter delicate metal parts that cannot withstand aggressive grit blasting without warping shall be processed in accordance with paragraph 4.1.3.1.2. For non-metallic parts surface preparation, perform a uniform scuffing of the surface with a 180 grit sand paper.

- 4.1.3.1.2 For delicate metal parts surface preparation, perform an abrasive grit blast cleaning to a white metal SSPC-SP-5 surface finish imparting to the substrate a profile of 13 microns.

4.1.3.2 Surface pre-treatment

- 4.1.3.2.1 Metal parts and non-metallic parts surfaces prepared as per paragraph 4.1.3.1.1 above do not require pre-treatment.

4.1.3.2.2 Delicate metal part surfaces prepared as per paragraph 4.1.3.1.2 above shall receive an organic pre-treatment (wash primer) coating meeting the requirements of specification TT-C-490 type III (DOD-P-15328) (latest edition).

#### 4.1.3.3 Primer

4.1.3.3.1 A primer coating meeting the requirements of specification MIL-DTL-53022 (latest edition) type IV, Epoxy Coating, Enhanced Corrosion Protection shall be applied to all parts surfaces that need to be coated. The primer manufacturer recommended dry film thickness (DFT) shall be achieved when measuring the DFT of the primer over the highest peaks of the profile.

(This concludes sub-process **B**)

#### 4.1.4 Non-Skid Surface

4.1.4.1 Apply, as per manufacturer's instructions a non-skid coating meeting the requirements of specification MIL-PRF-24667 (latest edition) Type I, II, IV, Composition G colour #36076 (dark grey) in accordance with FED-STD-595C (latest edition) to surface areas intended as walk-on surfaces.

**WARNING:** Products qualified to MIL-PRF-24667 Type I, II, IV, and Composition G are applied in a relatively thick coat and contain solvents that will affect negatively the adhesion of the primer MIL-DTL-53022 Type II or IV if applied too soon i.e. before the primer "Dry Hard" condition has been reached. Therefore, the non-skid product shall be applied no sooner than the dry hard condition of the primer and its dry hard condition must be reached within a period of time that will allow for the application of the topcoat within 24 hours of the application of the primer.

#### 4.1.5 Topcoats

4.1.5.1 Exterior surfaces. A polyurethane topcoat meeting the requirements of specification MIL-DTL-64159 Type II (latest edition), colour #34094 (flat green) as per FED-STD-595 (latest edition) shall be applied to exterior surfaces including exterior walk-on surface areas having non-skid coating.

4.1.5.2 Interior surfaces. An epoxy topcoat meeting the requirements of specification MIL-PRF-22750 (latest edition), colour #17925 (gloss white) as per FED-STD-595 (latest edition) shall be applied to interior surfaces including walk-on surface areas having non-skid coating.

4.1.5.3 Interior surfaces of parts that could be directly exposed to chemical agents such as hatches, ramps and doors shall be coated as per paragraph 4.1.5.1 above.

**WARNING:** The topcoats shall not be applied before the dry hard condition of the non-skid material has been reached and shall be applied within 24 hours after the application of the primer. There shall be no walking on non-skid surfaces for a period of 7 days to allow full cure of the coating system.

#### 4.1.6 Marking and Touch-Up

##### 4.1.6.1 Markings

- 4.1.6.1.1 Markings identifying the coating system, the flag, numbering and lettering shall be performed with a touch-up coating kit meeting MIL-DTL-64159 (latest edition) type III and FED-STD-595C (latest edition) colour #37030 (flat black). Markings shall be applied directly over the CARC system topcoat (following its cleaning, if applicable, with a detergent followed by a potable water or/and acetone rinse).

##### 4.1.6.2 Touch-Ups

- 4.1.6.2 For defects or damages to the CARC system that expose the substrate it is required to clean the area to be reworked; for this purpose refer to paragraph 4.1.1.1. For metallic components it is then required to remove rust or corroded metal by hand-sanding using an 80 grit sand paper or a mechanically driven steel brush (depending on the size of the defective area). Remove sanding/grinding dust with a clean dry paint brush and apply a coat of primer meeting the requirements of specification MIL-DTL-53022 type V (latest edition); feather-in with the existing primer.

- 4.1.6.3 Touch-up of the topcoat shall be performed with a touch-up coating kit meeting MIL-DTL-64159 type III (latest edition) and FED-STD-595C (latest edition) colour #34094 (flat green); feather-in with the existing topcoat.

#### 4.1.7 Selection of Materials, Mixing and Application

- 4.1.7.1 Materials used shall be selected from the applicable qualified products list (QPL/QPD) and shall be mixed and applied as per the manufacturers' Technical Data Sheet. The brand name and QPL/QPD number of the materials used shall be reported to the Technical Authority/Project Configuration Manager for CAF configuration, health, and safety purposes after acceptance of First Article Test Report.

#### 4.1.8 Special Measures for Equipment Manufacturers

- 4.1.8.1 In any instance where the CARC system specified herein interferes with the design features of specific components that are key to the operation of the equipment, it is the manufacturer's responsibility to identify and propose a suitable alternative coating system having high chemical agent resistance and corrosion protection properties. The identified alternative coating system, if endorsed by the DGLEPM Canadian Army OPC TA, shall be used only upon receiving VCDS approval to waive the NBC hardening policy. The brand name of the approved alternative coating system materials shall be reported to the Technical Authority/Project Configuration Manager for CA configuration, health and safety purposes.

- 4.1.8.2 Deviations from CARC products and application processes identified herein as well as deviation from the product manufacturer Technical Data Sheet must be reported to the OPC TA of the Canadian Army for his evaluation and approval.

## 5 DND Project Authority responsibilities

- 5.1 Message AIG 1733 of 180926Z SEP 03 establishes applicable paint policies as per LFCO 21-04 (DLR/DGLEPM). The LFCO indicates that all Canadian Army operational vehicles and equipment shall be painted monochromatic mat green on the exterior and monochromatic gloss white on the interior except for hatches, ramps and doors that will be painted monochromatic green on the inside. Derogation to LFCO 21-04 must be authorized by DLR. The identification of colour #33446 (mat beige) CARC finishing products in this SOW is for information purposes.

## ANNEX E

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- 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

3. 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.

### **3. Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement
  - f. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire
  - g. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

