

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

## 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  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Towing Services	
<b>Solicitation No. - N° de l'invitation</b> EN578-150730/A	<b>Date</b> 2014-12-31
<b>Client Reference No. - N° de référence du client</b> EN578-150730	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-029-6739
<b>File No. - N° de dossier</b> TOR-4-37086 (029)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-01-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> 2015-03-31	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cunning, David	<b>Buyer Id - Id de l'acheteur</b> tor029
<b>Telephone No. - N° de téléphone</b> (905)615-2466 ( )	<b>FAX No. - N° de FAX</b> (905)615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Portage III 6B1 11 Laurier Street Gatineau Quebec K1A0S5 Canada	
<b>Security - Sécurité</b> 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**

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

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Buyer ID - Id de l'acheteur

tor029

Client Ref. No. - N° de réf. du client

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements, and Usage Reporting form.

### 1.2 Summary

Public Works and Government Services (PWGSC), Crown Assets Distribution has a requirement for single vehicle towing services for a variety of vehicle types from various locations across Ontario to their location in Toronto, ON. This includes both mobile and immobile vehicles. The Standing Offer period is for two years. Only one Standing Offer will be issued for this requirement.

- (i) As per the Integrity Provisions under section 01 of Standard Instructions 2006 offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- (ii) For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- (iii) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (iv) The requirement is subject to a preference for Canadian goods and/or services.
- (v) The requirement is limited to Canadian goods and/or services.

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### 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Offers

Offers must be submitted only to 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.

### 2.3 Former Public Servant

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

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.

### 2.4 Enquiries - Request for Standing Offers

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

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

## **2.5 Applicable Laws**

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

### **3.1 Offer Preparation Instructions**

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

- Section I: Technical Offer (2 hard copies)
- 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>). 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.

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## **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.

### **3.1.1 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 and 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**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

- a) The Bidder must demonstrate that they have previous commercial experience in providing these types of towing services by submitting details of two (2) previous service contracts including references.
- b) The Bidder must include the following information for each reference:
- (i) description of work and timelines (start and end dates);
  - (ii) name of company for which service was provided;
  - (iii) name of contact person and correct and current telephone number.



Each reference will be contacted. References will be contacted only to verify the information provided. If more than two references are submitted, PWGSC will determine which two references to contact. A total of three attempts will be made to contact an individual reference. The offeror will not be contacted to provide an alternate telephone number after bid closing. If after five (5) days from the first attempt to contact the reference Canada has been unsuccessful in obtaining confirmation of experience from the reference, the offer will be determined to be non-responsive.

#### **4.1.2 Financial Evaluation**

- (i) Offerors must submit pricing in accordance with Annex B- Basis of Payment. Firm rates will be established for all areas of Ontario for each category of vehicle.
- (ii) The total price to be used in the evaluation will be the aggregate of the extended prices for all areas for all categories of vehicles. This is calculated by multiplying the Flat Rate for per Tow (A) by the estimated Tows/year (B). The extended price (C), (C=AXB), for Tables 1 and 2 of Annex B, Basis of Payment.

#### **4.2 Basis of Selection**

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.

#### **5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

##### **5.1.1 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.

##### **5.1.2 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.

### **5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.1.3.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

Failure to provide this certification completed with the bid will render the bid non-responsive.

##### **5.1.3.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition**

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to this Standing Offer.

#### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **6.3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, 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 A. 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: March 1 to May 31;
- 2nd quarter: June 1 to August 31;
- 3rd quarter: September 1 to November 30;
- 4th quarter: December 1 to February 28/29.

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

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 28 March 1, 2015 February 28, 2017.

#### **6.5. Authorities**

##### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: David Cunning  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
33 City Centre Dr., Suite 480C  
Mississauga, ON  
L5N 2N5  
Telephone: 905-615-2466  
Facsimile: 905-615-905-615-2060  
E-mail address: david.cunning@pwgsc.gc.ca

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

##### **6.5.2 Project Authority**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

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TOR-4-37086

Buyer ID - Id de l'acheteur  
tor029  
CCC No./N° CCC - FMS No./N° VME

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

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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.

Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 6.5.3 Offeror's Representative

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

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.

### 6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Crown Assets Distribution Directorate.

### 6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942.

### 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 5000.00 (Applicable Taxes included).

## **6.10 Financial Limitation**

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 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.

## **6.11 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2014-09-25), General Conditions – Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Usage Reporting Form;
- i) the Offeror's offer

## **6.12 Certifications**

### **6.12.1 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.

### **6.12.2 SACC Manual Clauses**

M3060C (2008-05-12) Canadian Content Certification

## **6.13 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

## **6.1 Statement of Work**

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

## **6.2 Standard Clauses and Conditions**

### **6.2.1 General Conditions**

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2014-09-25) General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards..

## **6.3 Term of Contract**

### **6.3.1 Period of the Contract**

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

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

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

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.

## **6.5 Payment**

### **6.5.1 Basis of Payment – Firm Unit Price(s) or Firm Lot Price(s)**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### **6.5.2 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 \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

### **6.5.3 Single Payment**

SACC Manual Clause H1000C (2008-05-12) Single Payment

#### **6.5.4 Payment by Credit Card**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### **6.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.7 Insurance Requirements**

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

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

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

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## ANNEX A

### STATEMENT OF WORK

#### Towing Services

##### 1.0 Transportation services

- 1.1 The Contractor must provide all labour, materials, tools, equipment, transportation and supervision necessary to provide towing services on an "as and when requested basis". The Contractor will make all necessary arrangements for the pick-up, transportation and delivery of vehicle and/or equipment from the Custodian's site to the facility specified in the call-up document in accordance with the terms and condition specified herein.
- 1.2 The Contractor must notify the Custodian and the CAD Sales Representative of the details of transportation arrangements and provide service within twenty-four (24) hours of receipt of the Call-up. The following details must be provided:
- a) Date and approximate time of pick-up;
  - b) Method of transport;
  - c) Transporter identification;
  - d) Details requesting loading and handling assistance, if required; and,
  - e) Any other information, as appropriate.

##### 2.0 Area of Operation

Ontario.

##### 3.0 Schedule of work

Services are required seven (7) days a week, twenty-four (24) hours a day, three hundred and sixty five (365) days a year.

##### 4.0 Contract Deliverables

Pick-up and delivery location of the vehicle and/or equipment as directed by the CAD Sales Representative and specified in the Call-up document.

##### 5.0 Definition of Vehicles and equipment to be towed

TABLE 1

<b>Heavy Vehicles and Equipment (HVE)</b>	Wheeled and tracked vehicles including but not limited to Truck Tractors, Trailers, Vans, Dump Trucks and Military Support Vehicles over 3 tons capacity. A complete fleet breakdown can be found in table 2 to this SOW.
HVE (C):	Heavy Vehicles and Equipment (Commercial Pattern).
HVE (M):	Heavy Support Vehicles and Equipment (Military Pattern) Non-weapon Systems.

##### Light Vehicles and Equipment (LVE)



LVE (C):

LVE (M): Wheeled and tracked vehicles, including but not limited to Commercial Sedans, Vans, Light Trucks and Military Support Vehicles under 3 tons capacity. A complete fleet breakdown can be found in table 2 of this SOW.

Light Vehicles and Equipment (Commercial Pattern)

Light Support Vehicles and Equipment (Military Pattern) Non Weapon Systems

**Material Handling Equipment (MHE)**

**(DND and Crown Asset Distribution (CAD) equipment only)**

Material Handling Equipment used to support depot, warehouse and outside operations. This group includes a wide range of equipment such as standard forklifts (liquid propane and electric motor driven); specialized forklifts (i.e. Stock pickers, side loaders, swing reach, reaching & tiering); pallets trucks; scrubbers/sweepers, rough terrain forklifts, 4X4 gas or diesel forklifts, container handlers.

**TABLE 2**

**Fleet breakdown**

**HEAVY VEHICLES AND EQUIPMENTS (HVE)**

<b>SUB-FLEET</b>	<b>DEFINITIONS</b>
<b>Crash Fire Rescue</b>	All vehicles used to support Bases, Airfields and Heliports in a fire control and Structural Fire Truck rescue role.
<b>Emergency Vehicles</b>	All emergency vehicles such as but not limited to ambulances, explosives ordinance disposal, vehicles, on-site crash and rescue vehicles.
<b>Construction Engineering SNIC (Snow / Ice Control)</b>	All equipments used for construction engineering. If consists of heavy equipment such as but not limited to backhoes, cranes dozers, excavators, front end loaders. Equipment used to maintain roads and runways. This group includes snowplows, snow blowers, runway sweepers, spreaders (liquid or salt).
<b>Aircraft Servicing</b>	All specialized non-controlled equipment to support airfield and aircraft on the ground. These equipments consist of tow tractors, aircraft de-icers, baggage handling equipment, stairs, cargo and load handlers.
<b>Refueling Vehicles</b>	Trucks and trailers used to contain fuel for refueling vehicles or aircraft. It also includes equipment for transporting water and sewage.
<b>Utility Vehicles (Aerial)</b>	These utility vehicles incorporate a wide range of vehicle such as hydro truck or working platforms.
<b>Special Purpose Vehicles</b>	This Class of vehicles includes vehicles commercially identified as Recreational Vehicles (RV's), which may have been modified for government operational purposes.

<b>Transport Vehicles</b>	Any vehicle used to transport cargo, such a van body, stake body, flat deck, truck and truck-tractor.
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**SUB-FLEET DEFINITIONS** Bus / Passenger Buses for up to 49 passengers.

**Dump Trucks** All vehicles with a dump box ranging for 5.5 cubic yard to 12 cubic yard are part of this category.

**Militarized Commercial** An off-the-shelf commercial pattern truck, which has had military options, added Vehicles on to it such as blackout lighting, Militarized PLS w/specialized attachments such as dump modules and flat racks.

**Standard Military Pattern** Vehicles, which are, design to a specific military standard and specifications (SMP) Vehicles.

<b>Trailers</b>	A vehicle which has to be towed by a prime mover such as van body, stake body and lowbed semi-trailers, steerable axle trailers and any other single or tandem axle trailer, including SMP trailers of 1-½ ton and larger.
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#### LIGHT VEHICLES AND EQUIPMENT BREAKDOWN (LVE)

SUB FLEET	DEFINITIONS
<b>Automobiles</b>	Includes all sizes and types of passenger cars. Includes sub-compacts to full-size, sedans and station wagons. Includes automobiles with specialty packages such as police installations.
<b>Vans</b>	Includes minivans and full size vans of various passenger or cargo configurations and various driveline configurations (2 x 4, 4 x 4, Gas, Diesel, etc.) and gross vehicle weight ratings typically up to 1-½ ton.
<b>Utility Vehicles</b>	Includes all sport utility type vehicles of various passenger or cargo configurations and various driveline configurations (2 x 4, 4 x 4, Gas, Diesel, etc.) and gross vehicle weight ratings typically up to 1-½ ton.
<b>Light Trucks</b>	Includes all light trucks of various configurations (2 or 4 door) and various driveline configurations (2 x 4, 4 x 4, Gas, Diesel, etc.) and gross vehicle weight ratings typically up to 1-½ ton. Includes light trucks with utility bodies installed (i.e., tire servicing vehicles, line trucks, etc.)
<b>Truck, Multi-Stop Delivery</b>	Includes light delivery trucks, cube type trucks of various driveline configurations (2 x 4, 4 x 4, Gas, Diesel, etc.) and gross vehicle weight ratings typically up to 3 tons.

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tor029  
CCC No./N° CCC - FMS No./N° VME

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## SUB-FLEET DEFINITIONS

**Light SMP** Includes all light Standard Military Pattern (SMP) Vehicles and trailers of less than 1-½ ton LVE (M).

**All Terrain Vehicles (ATV)** Include all terrain vehicles up to and including eight wheel versions.

**Light Snow Vehicles** Includes all snowmobiles with or without trailer.

**Special Equipment Vehicles Components and Van Bodies** Includes specialty van and utility bodies, which have been removed from a vehicle.

## ANNEX B

### BASIS OF PAYMENT

PRICES ARE FIRM, ALL-INCLUSIVE, IN CANADIAN DOLLARS, CUSTOM AND DUTIES INCLUDED

Annex B includes Estimated Usages and the Extended Price columns. Upon issuance of the Standing Offer, wording that is italicized will be deleted from Annex B. Estimated usages are based on previous history and forecasted usage for this Standing Offer.

Table 1: **Vehicle type - Light Vehicles and Equipment (LVE)**

City/Region	Flat Rate per Tow (A)	Estimated Tows/year (B)	Extended Price (C) (C=A x B)
Greater Toronto Area (Toronto, Mississauga, Brampton, Pickering)	\$ _____	50	\$ _____
Durham Region	\$ _____	25	\$ _____
Caledon	\$ _____	25	\$ _____
Halton Region	\$ _____	25	\$ _____
Midland	\$ _____	10	\$ _____
Muskoka	\$ _____	10	\$ _____
Owen Sound	\$ _____	10	\$ _____
Hamilton (Burlington, Grimsby)	\$ _____	10	\$ _____
London (St. Thomas, Strathroy-Caradoc)	\$ _____	10	\$ _____
Kitchener (Cambridge, Waterloo)	\$ _____	10	\$ _____
St. Catharines (Niagara Falls, Welland)	\$ _____	10	\$ _____
Oshawa (Whitby, Clarington)	\$ _____	10	\$ _____
Windsor (Lakeshore, LaSalle)	\$ _____	10	\$ _____
Barrie (Innisfil, Springwater)	\$ _____	10	\$ _____
Sudbury (Whitefish Lake, Wanapitei Reserve)	\$ _____	10	\$ _____
Kingston	\$ _____	10	\$ _____
Thunder Bay	\$ _____	10	\$ _____
Peterborough	\$ _____	10	\$ _____
Sarnia/Windsor	\$ _____	10	\$ _____
Trenton	\$ _____	10	\$ _____
Saute St. Marie	\$ _____	10	\$ _____
Gravenhurst	\$ _____	10	\$ _____
Guelph	\$ _____	5	\$ _____

Table 2: **Vehicle type - Heavy Vehicles and Equipment (HVE)**

City/Region	Flat Rate per Tow (A)	Estimated Tows/year (B)	Extended Price (C) $C=(A \times B)$
Greater Toronto Area (Toronto, Mississauga, Brampton, Pickering)	\$ _____	1	\$ _____
Durham Region	\$ _____	1	\$ _____
Caledon	\$ _____	1	\$ _____
Halton Region	\$ _____	1	\$ _____
Midland	\$ _____	1	\$ _____
Muskoka	\$ _____	1	\$ _____
Owen Sound	\$ _____	1	\$ _____
Hamilton (Burlington, Grimsby)	\$ _____	1	\$ _____
London (St. Thomas, Strathroy-Caradoc)	\$ _____	1	\$ _____
Kitchener (Cambridge, Waterloo)	\$ _____	1	\$ _____
St. Catharines (Niagara Falls, Welland)	\$ _____	1	\$ _____
Oshawa (Whitby, Clarington)	\$ _____	1	\$ _____
Windsor (Lakeshore, LaSalle)	\$ _____	1	\$ _____
Barrie (Innisfil, Springwater)	\$ _____	1	\$ _____
Sudbury (Whitefish Lake, Wanapitei Reserve)	\$ _____	1	\$ _____
Kingston	\$ _____	1	\$ _____
Thunder Bay	\$ _____	1	\$ _____
Peterborough	\$ _____	1	\$ _____
Sarnia/Windsor	\$ _____	1	\$ _____
Trenton	\$ _____	1	\$ _____
Saute St. Marie	\$ _____	1	\$ _____
Gravenhurst	\$ _____	1	\$ _____
Guelph	\$ _____	1	\$ _____

Total Extended Price \$ \_\_\_\_\_

## **ANNEX C**

### **INSURANCE REQUIREMENTS**

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

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

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

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. 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.
- 4. 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.

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5. 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.
6. 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.
7. 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.



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File No. - N° du dossier  
TOR-4-37086

Buyer ID - Id de l'acheteur  
tor029  
CCC No./N° CCC - FMS No./N° VME

## ANNEX D

### USAGE REPORTING FORM

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

The quarterly reporting periods are defined as follows:

1st quarter: March 1 to May 31;  
2nd quarter: June 1 to August 31;  
3rd quarter: September 1 to November 30;  
4th quarter: December 1 to February 28/29.

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

Quarterly Usage Reporting Form			
Standing Offer No.			
Title: RMSO – Towing Services - Ontario Region			
Report Period: (Quarterly) from _____ to _____			
Total Value for Reporting Period: \$ _____		Total Value to date: \$ _____	
User & Location (one sheet per customer)	Total No. of Call-ups per Section	Total Value of Call-ups	Remarks
	<b>Total</b>	<b>\$ _____</b>	