



Fisheries and Oceans  
Canada

Pêches et Océans  
Canada

Procurement Hub, Fredericton Office  
301 Bishop Drive  
Fredericton, NB  
E3C 2M6

2 June 2015

Subject: **REQUEST FOR STANDING OFFER (RFSO): F5211-150125**

**Maintenance and repair service for cars, trucks and vans (Québec, Quebec)**

Sir/Madam,

You are invited to submit one (1) signed copy of an offer to provide services to Fisheries and Oceans Canada. Offers will be accepted until 2:00 PM (Atlantic Time), on 15 July 2015. Electronic documents submitted by the bidder **MUST** be in .pdf or MSOffice file format. Offers must be signed and either emailed to [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca), by facsimile or to the address below and addressed:

**OFFER SUBSEQUENT TO A REQUEST FOR STANDING OFFER – F5211-150125**

**Maintenance and repair service for cars, trucks and vans (Québec, Quebec)**

Fisheries and Oceans Canada  
TENDER SUBMISSION  
Procurement Hub, Fredericton Office  
301 Bishop Drive  
Fredericton, NB, E3C 2M6  
Facsimile: 506-452-3676  
[DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

The [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca) electronic in-box has an email size limit of **10 MB**. Offers larger than 10MB must be broken into multiple smaller email transmissions.

Any offer received after that time will be considered late. Fax submissions will not be accepted. The onus is on the offeror to ensure that the offer is received on time to the location designated.

Documents relating to the request for standing offer **MUST** be downloaded from [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca). Those who submit an offer agree to be bound by the instructions, clauses and conditions of the request for standing offer and accept the clauses and conditions of any resulting contract.

There is no security requirement applicable to this Standing Offer.

The successful offeror will be expected to enter into a Standing Offer in accordance with the enclosed documents. Your offer should be in sufficient detail to form the basis of a contractual agreement on an as and when required basis. It should permit technical evaluation based on the enclosed criteria. The period of the Standing Offer will be from the date of issuance of the Standing Offer to 31 July 2017 with the option to extend by up to two (2) additional one (1) year period each, at the discretion of Fisheries and Oceans Canada. All cost offers shall include prices for each year or it will be assumed the prices remain the same for the five years.

All questions regarding this request for standing offer should be submitted in writing at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca), no later than 30 June 2015. The department may not be able to respond to questions submitted after that date.

For further information, please contact the Standing Offer Authority, Jean-Yves Hamel, by email at [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca).

**Fisheries and Oceans Canada will not necessarily accept the lowest or any offer submitted.**

Regards,



**Jean-Yves Hamel**

Senior Contracting Officer

Procurement Hub - Fredericton Office

Materiel and Procurement Services - Financial and Materiel Management Operations

301 Bishop Drive, Office # 121

Fredericton, NB, E3C 2M6

Fisheries and Oceans Canada

Government of Canada

Hub E-mail: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

Attach.

**REQUEST FOR STANDING OFFER**

**Maintenance and repair service for cars, trucks and vans (Québec, Quebec)**

**Letter of Invitation**

**PART 1 - OFFER OF SERVICES/STANDING OFFER FORM**

**PART 3 - PART 2 - OFFEROR INSTRUCTIONS**

**PART 4 - GENERAL INFORMATION**

**PART 5 - TERMS OF PAYMENT**

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Department of Fisheries and Oceans

**RFSO Closing Date: 15 July 2015**  
**RFSO Closing Time: 14:00 Hours Atlantic Time**  
**Financial Coding: C9720-X10-120-0682-E3000-6**  
**Contract/File No: F5211-150125**

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**OFFER OF SERVICES/STANDING OFFER FORM**

**Maintenance and repair service for cars, trucks and vans (Québec, Quebec)**

**Definitions:**

**Standing Offer:**

An offer from a supplier to provide goods and/or services to clients at prearranged prices or pricing basis and under set terms and conditions for a specified period on an as-and-when requested basis. A separate contract is entered into each time a call-up is made against a standing offer. When a call-up is made, the terms and conditions are already in place and acceptance by Canada if the supplier's offer is unconditional. The Offeror acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer (And subsequent Call-ups) does not oblige or commit Canada to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Canada has the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, Standing Offer or contracting method. Canada's liability is limited to the actual value of the call-ups made within the period specified in the standing offer.

**Call-up Against a Standing Offer:**

An order issued under the authority of a duly authorized user against a particular standing offer. Communication of a call-up against a standing offer to the offeror constitutes acceptance of the standing offer to the extent of the goods, services, or both, being ordered and causes a contract to come into effect. The parties to the contract that comes into effect when a call-up against a standing offer is made are Canada, as represented by the Minister of Fisheries and Oceans Canada and the offeror.

**NOTE to Offerors:**

A standing offer (SO) is an offer from a supplier to Canada that allows Canada to purchase goods and/or services, or a combination of goods and services, as and when requested, during a specific period of time, through the use of a call-up process which incorporates the conditions and pricing of the standing offer.

A standing offer itself is not a contract. A separate contract is formed each time a call-up for the provision of goods and/or services is made against a standing offer. When a call-up is made, it constitutes an unconditional acceptance by Canada of the supplier's offer for the provision, to the extent specified, of the goods and/or services described in the standing offer. Canada's liability is limited to the actual value of the call-ups made by the identified user(s) within the period the standing offer is valid.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer. Throughout the entirety of this document, the terms "Contract" and "Call-up" are interchangeable as the Call-up is the contractual obligation (Contract) between the Offeror and Canada where the Offeror must perform the work as detailed in the Standing Offer.

**1. OFFER SUBMITTED BY:**

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**(Complete Name and Address)**

**2. PERFORMANCE OF WORK**

The Undersigned (hereinafter referred to as "the Offeror") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the following services:

**3. STANDING OFFER DOCUMENTS**

The Offeror hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the **OFFER OF SERVICES/STANDING OFFER FORM**, will form part of the Standing Offer:

1. **OFFER OF SERVICES/STANDING OFFER FORM**  
duly completed and signed;
2. Document attached hereto or referenced entitled  
"**GENERAL CONDITIONS**";
3. Document attached hereto, or referenced entitled  
"**TERMS OF PAYMENT**";
4. Document attached hereto, or referenced entitled  
"**STATEMENT OF WORK**";
5. Document attached hereto or referenced entitled  
"**INSURANCE CONDITIONS**"; and
6. Document attached hereto or referenced entitled  
"**PRICES/RATES OFFERED**".

**4. SECURITY**

There is no security requirement applicable to this Standing Offer.

**5. DISCREPANCIES**

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

**6. STANDING OFFER PERIOD**

The Department of Fisheries and Oceans (DFO) has a requirement for these services to be carried out in accordance with the **Statement of Work** attached hereto. The services are required on an "As and when required basis" from the date of issuance of the Standing Offer to 31 July 2017 as detailed in the Statement of Work.

**Option to extend the Standing Offer:**

The Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional periods of one (1) year each under the same terms and conditions. The Offeror agrees that, during the extended period of the Standing Offer, he will be paid in accordance with the applicable provisions as set out in the **TERMS OF PAYMENT**.

Canada may exercise this option at any time by sending a written notice to the Offeror at least fifteen (15) calendar days before the Standing Offer expiry date. The option can only be exercised by the Standing Offer Authority and will be confirmed, for administrative purposes only, through a revision to the Standing Offer.

**7. OFFERED PRICES**

The Offeror must submit Firm Hourly Rates/Firm Unit Prices/Firm % of Discount in the section entitled "**PRICES/RATES OFFERED**" below.

**Financial Limitation – Total** Will be inserted at issuance of the Standing Offer

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ ( \_\_\_\_\_ ) (*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 three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

**8. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX**

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Offeror agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

**9. SUBMISSION**

The Offeror submits herewith the following:

- a) **OFFER OF SERVICES/STANDING OFFER FORM**  
duly completed and signed;
- b) **OFFER;**
- c) **CERTIFICATIONS**, completed and signed; and
- d) **PRICES/RATES OFFERED**, completed.

The Offeror, by completing and signing this **OFFER OF SERVICES/STANDING OFFER FORM**, recognises that the above noted documents form part of the Request for Standing Offer and that offers which do not contain the above noted documents will be considered incomplete and risk being rejected.

**10. IRREVOCABLE OFFER**

- 10.1 The Offeror submits the offered prices listed in Article 7 on the full understanding that these offered prices represents an irrevocable offer by the Offeror. Furthermore, the Offeror hereby certifies that the offered prices are based on the Offeror's most preferred rates.
- 10.2 The Offeror hereby agrees that this Request for Standing Offer shall remain open for acceptance by the Minister for a period of sixty (60) days from the Request for Standing Offer closing date (hereinafter referred to as the "Acceptance Period"). In the event the Minister deems it necessary to extend the Acceptance Period, he shall, prior to the expiration of such period, notify the Offeror by written notice to that effect, whereupon the Offeror shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the required extension as referred to in the Ministerial notice or withdraw its offer.
- 10.3 In the event the Offeror accepts the requested extension, the Acceptance Period shall be extended as referred to in the Ministerial notice. In the event the Offeror does not respond to the Ministerial notice hereinabove referred to, the Offeror shall be conclusively deemed to have accepted the extension of the Acceptance Period to the date referred to in the Ministerial notice.



**11. APPROPRIATE LAW**

- 11.1 The Offeror must comply with all laws applicable to the performance of all call-ups against a Standing Offer. The Offeror must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
- 11.2 The Offeror must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Standing Offer Authority, the Offeror must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

**12. NO EXPRESS COLLABORATION**

The Offeror warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the Request for Standing Offer process between the Offeror, its officers, employees or agents and any other person, in respect of the offer hereby submitted or the preparation of such offer and the calculations and considerations on which such offer was prepared and submitted, and the Offeror hereby agrees that, for the purposes of this Article alone, the Offeror shall stand in a fiduciary relationship to Her Majesty.

**13. STANDING OFFER**

The Offeror agrees that, in the event of acceptance of this offer by the Minister, such acceptance shall affect a Standing Offer between the Offeror and the Minister and this **OFFER OF SERVICES/ STANDING OFFER FORM**, attachments and the offer shall collectively constitute the Standing Offer entered into between the Parties.

**14. RIGHTS OF THE MINISTER**

"Conditional" offers will not be accepted. Any Offeror submitting alternate offers will be disqualified and offers so submitted will be rejected. Notwithstanding anything contained in the Request for Standing Offer, the Minister shall have no obligation to accept the lowest cost offer or any other offers and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable Standing Offer holder.

**15. REPLACEMENT OF PERSONNEL**

- 15.1 When specific persons have been named in the Standing Offer as the persons who must perform the Work, the Offeror shall provide the services of the persons so named unless the Offeror is unable to do so for reasons beyond its control.
- 15.2 If, at any time, the Offeror is unable to provide the services of any specific person named in the Standing Offer, it shall provide a replacement person who is of similar ability and attainment.
- 15.3 The Offeror shall, before replacing any specific person named in the Standing Offer, provide notice in writing to the Minister containing:
- a) The reason for the removal of the named person from the Work;
  - b) The name, qualifications and experience of the proposed replacement person;
  - c) Proof that the person has the required security clearance granted by Canada, if applicable.
- 15.4 The Offeror shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Standing Offer Authority shall not relieve the Offeror from responsibility to meet the requirements of the Standing Offer.
- 15.5 The Minister may order the removal from the Work of any such replacement person and the Offeror shall immediately remove the person from the Work and shall, in accordance with paragraph 2 and paragraph 3(b) and 3(c), secure a further replacement.
- 15.6 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Offeror from its responsibility to meet the requirements of the Standing Offer.

**16. ADDENDUM**

The Offeror agrees that the following addenda(s) issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their offer.

ADDENDUM NO.	DATE
_____	_____
_____	_____
_____	_____

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Offeror's signature \_\_\_\_\_

**17. OFFEROR'S ADDRESS**

For purposes of or Incidental to the Standing Offer, the Offeror's address shall be that which is indicated in Article 1 of the **OFFER OF SERVICES/ STANDING OFFER FORM**.

**18. AUTHORITIES**

**a) Standing Offer Authority:**

The Standing Offer Authority for the Standing Offer is:

**Jean-Yves Hamel**  
Senior Contracting Officer  
Procurement Hub - Fredericton Office  
Materiel and Procurement Services  
Financial and Materiel Management Operations  
Fisheries and Oceans Canada  
301 Bishop Drive, Office # 121  
Fredericton, NB, E3C 2M6  
Telephone: 506-452-4047  
Facsimile: 506-452-3676  
E-mail: [jean-yves.hamel@dfo-mpo.gc.ca](mailto:jean-yves.hamel@dfo-mpo.gc.ca)

The Standing Offer Authority is responsible for the management of the Standing Offer and any changes to the Standing Offer must be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anybody other than the Standing Offer Authority.

**b) Technical Authority: (Provided at the issuance of the Standing Offer)**

The Technical Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a revision of the Standing Offer issued by the Standing Offer Authority.

**c) Offeror's Representative (Please submit this information)**

The Offeror's Representative for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**19. SUPPLEMENTARY CONTRACTOR INFORMATION**

Pursuant to paragraph 221 (1) (d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

19.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

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19.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

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19.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

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19.4 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

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**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

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Signature

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Print Name of Signatory

**20. SIGNATURE FOR OFFER OF SERVICES**

This offer of service is executed on behalf of the Offeror or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

**SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015.**

In the Presence of

**For the Offeror**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Incorporated Company OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Partnership OR**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Sole Proprietorship / Individual Owner**

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**ACCEPTANCE UPON ISSUANCE**

This Standing Offer is issued on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

**Accepted on behalf of Her Majesty the Queen in right of Canada**

**this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**For the Minister of Fisheries and Oceans**

**Jean-Yves Hamel**  
**Senior Contracting Officer**

## **INSTRUCTIONS TO OFFERORS**

### **1. DEFINITIONS**

In the Request for Standing Offer

- 1.1. The terms Offer, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Standing Offer.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

### **2. TENDER CLOSING**

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Standing Offer. Offers received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all Offerors will be advised formally of the new date and time.

### **3. TENDER OPENING**

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Request for Standing Offer as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Standing Offer.
- 3.2. Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

### **4. OFFICIAL TENDER FORMAT**

- 4.1. Tenders must be properly executed and submitted as instructed.

**5. REVISION OF TENDERS**

- 5.1. Tenders may be revised provided that revisions are received **before** the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

**6. TENDER SECURITY**

- 6.1. If specified in the Request for Standing Offer, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 7 below.

**7. CONTRACT SECURITY**

- 7.1. If specified in the Request for Standing Offer, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

**8. INSURANCE**

- 8.1. If specified in the Request for Standing Offer, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon award.

**9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

- 9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.



**10. TENDER VALIDITY PERIOD**

- 10.1 Unless otherwise specified in the Request for Standing Offer, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.
- 10.2 Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.
- 10.3 In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

**11. INCOMPLETE TENDERS**

- 11.1 Incomplete or conditional tenders will be rejected.
- 11.2 Tenders that omit any mandatory requirements specified in the Request for Standing Offer will be rejected.
- 11.3 In the event that tender security is required and is not provided with the tender, the tender will be rejected.

**12. REFERENCES**

- 12.1. The Department of Fisheries and Oceans reserves the right, before issuing the Standing Offer, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

**13. CONDITION OF ISSUANCE**

13.1 The lowest or any offer will not necessarily be accepted.

**14. RIGHTS OF CANADA**

14.1 Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

## GENERAL INFORMATION

### Offeror Instructions

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the Request for Standing Offer and accept the clauses and conditions of the resulting Standing Offer and any resulting contracts.

Offerors should follow the instructions outlined in all documents. Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical mandatory, the technical rated and the cost proposal as detailed in the Evaluation Criteria. An evaluation team composed of representatives of DFO will evaluate the offers.

Offerors should include the following information in their offers:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Offeror to enter into communications with DFO with regards to:
  - a. their offer; and
  - b. any standing offer or contract that may result from their offer.

### Enquiries

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

### Debriefings

After the issuance of the Standing Offer, Offerors may request a debriefing on the results of the Request for Standing Offer 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 Offer.

## TERMS OF PAYMENT

### 1. DEFINITION

- 1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

### 2. BASIS OF PAYMENT

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Contract, the Contractor shall receive payment in accordance with **Article 7** of the **OFFER OF SERVICES/ STANDING OFFER FORM**.

### 3. METHOD OF PAYMENT

- 3.1 Payments with the **ARI** credit card to the Contractor shall be made upon completion of the work to the satisfaction of the Departmental Representative and upon receipt of a detailed invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with the Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Contract.
- 3.4 In the event that the Contract is terminated pursuant to Section 21 of the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

### 4. LIMITATION OF EXPENDITURE

The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority. The Contractor shall notify the Contracting Authority specified herein as to the adequacy of the amount when it is 75% committed; however, if at any other time, the Contractor considers that the Limitation of Expenditure may be exceeded, the Contractor shall promptly notify both the Departmental Representative and the Contracting Authority.

**5. INVOICE SUBMISSION**

- 5.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 5.2 Invoices must show:
- a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
  - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 5.3 If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
- 5.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## STATEMENT OF WORK

### Maintenance and repair service for cars, trucks and vans (Québec, Quebec)

#### Background

The Department of Fisheries and Oceans (Quebec Region) owns a fleet of about 40 vehicles (cars, trucks and vans) for its operations in Quebec City as described herein. The list of these vehicles is attached.

#### Objective

These services are required on request only, as and when needed. The required services are the following, among others:

- Vehicle maintenance according to manufacturer established programs and depending on use (oil changes, inspections, etc.);
- Vehicle repairs due to mechanical breakdown;
- Body repairs;
- Tire installation and balancing;
- Tire storage;
- Vehicle washing;
- Windshield repair;
- Vehicle transport (between DFO facilities and bidder location)

This is not a comprehensive list and other minor services may be required by the Department.

### Offeror obligations

- The offeror must provide all materials, parts, equipment and labour, in order to provide regular maintenance, mechanical repairs, body work, tire installation and balancing and vehicle washing of Department vehicles, as needed.
- The offeror must accept the ARI credit card.
- The services are **F.O.B. Destination**, i.e. the offeror must pick up the vehicles and bring them back once the work has been completed at the following location,

Fisheries and Oceans Canada  
Canadian Coast Guard  
101 Champlain Blvd.  
Québec, Quebec  
G1K 7Y7

The offeror must obtain and return the keys to the department representative, or the Security Officer, Commissionaire's post, as needed.

### Orders:

- According to scheduled inspections and/or as requested by the Project Manager, inspections must be done within 24 hours of the request and repairs made as soon as possible depending on the availability and extent of necessary repairs.
- Orders will be forwarded in writing and/or by telephone as needed on the designated date to the offeror's representative.
- The following information will be provided to the offeror in the orders:
  - Number of vehicles;
  - Required maintenance and/or repairs;
  - Time and date of required service (vehicle return); and
  - Name and telephone number of person requesting the service.

## Work description

### Operation

ARI is a private management company authorized to manage the work performed on Department vehicles and the associated costs. Therefore, as regards points 1 to 6 below, the bidder must comply with the following steps when providing services:

- Advise the Project Manager, *beforehand* of any work costing *less than \$100.00* and obtain the PM's authorization.
- Advise the Project Manager, *beforehand*, of any work, then obtain authorization from an ARI Technician *BEFORE* proceeding with any work costing *more than \$100.00*.

### 1) Vehicle maintenance program and general mechanical repairs

- Every Department vehicle must be maintained according to the standards recommended and established by the original equipment manufacturers (OEMs) and according to vehicle use.
- Once the work has been completed, the offeror must properly complete a maintenance information sheet and place it in the logbook of each departmental vehicle, and attach a duplicate of this document to the duplicate invoice provided to the Project Manager.
- Reminder stickers, oil change stickers and next service stickers must be installed in the upper left hand corner of the windshield, as viewed by the driver.
- The offeror must keep and update a file of service performed on every vehicle entrusted to it, making it available at all times to the Project Manager; and provide the necessary reminders based on recommended maintenance programs established by the original equipment manufacturers (OEMs) and according to vehicle use.
- Every time a vehicle is serviced, the offeror must check the safety equipment seal and notify the Department representative if it is broken or altered.
- For every vehicle, oil changes and inspections must include a written report covering as a minimum the following items:  
  

**Check the oil and fluid levels such as engine oil, windshield washer fluid, transmission fluid, brake fluid, power steering fluid and coolant; leaks; battery, tire, brake, belt, filter and windshield wiper condition and wear; and lights.**
- The offeror must keep and update a register of work performed on each of the vehicles entrusted to it and make it available at all times to the Project Manager.



- The offeror **must not proceed** with work for which parts and labour are under manufacturer or supplier warranty if the latter cannot apply the warranty. The offeror must notify the Department representative of this situation.

Note : For this type of repair, a cost estimate must first be prepared by the offeror, who will base them on the rates provided in the offer. No work may be performed before receiving authorization from the technical authority.

## 2) **Body repairs**

- In case of accidents or body repairs, the Department reserves the right to obtain bids and award a contract to the supplier presenting the lowest bid. In such cases, the Department will not reimburse the contractor for any costs associated with repair bid preparation, if applicable.

Note : For this type of repair, the offeror must first prepare a cost estimate based on the rates in the offer and no work can be performed before it is approved by the technical authority.

## 3) **Tire purchasing, installation and balancing**

The offeror must be a depository or deal with a supplier having a national standing offer with the Government of Canada for GOODYEAR CANADA INC, MICHELIN NORTH AMERICA (CANADA) INC., and TOYO TIRE CANADA INC commercial tires and inner tubes, in effect until September 30, 2015 and any other standing offer issued by Public Works and Government Services Canada in effect after October 1, 2015 for commercial tires and inner tubes.

- The offeror must install and balance tires.
- The offeror must have the ability to store Department vehicle tires in accordance with industry standards.

## 4) **Vehicle washing**

- Vehicle washing is of the regular type, i.e. without protector, inside or outside.

The offeror must wash vehicles mainly after 4:00 p.m. during the week or during weekends. Vehicles must be returned no later than 7:00 a.m. the following morning for weekday service, or 6:00 p.m. for weekend service, to the address shown above.

5) Windshield repairs

- The offeror must perform minor windshield repairs and replace windshields in accordance with the agreement negotiated with ARI.

Vehicle transportation fees (valet service)

- The offeror must pick up and return vehicles to 101 Champlain Blvd., Québec. The offeror must indicate the departure and arrival odometer values in the vehicle logbook. Transportation fees are part of all services related to this quotation.

## VEHICLE LIST (QUEBEC)

	PREFIX	# UNIT	MAKE	Model	Year	CONTACT ADM (Will be indicated at SO issuance)	GVWR	Odometer March 2015
1	504	05511	DODGE	SPRINTER 2500	2005		3,877	63,974
2	504	06506	DODGE	SPRINTER 2500	2006		3,878	58,379
3	502	06507	CHEVROLET	SUBURBAN	2006		3,901	175,706
4	510	07510	CHEVROLET	EXPRESS	2007		3,901	139,795
5	502	08513	HYUNDAI	ENTOURAGE	2008		2,675	123,643
6	500	09507	CHEVROLET	UPLANDER	2009		2,550	168,029
7	500	09508	CHEVROLET	UPLANDER	2009		2,550	145,525
8	500	09515	CHEVROLET	UPLANDER	2009		2,650	133,323
9	510	09511	FORD	ECONOLINE	2009		6,577	121,204
10	510	09503	FORD	F350	2009		4,717	64,991
11	510	09509	FORD	F250	2009		4,355	79,432
12	500	10515	DODGE	GRAND CARAVAN	2010		2,745	136,967
13	500	10502	DODGE	AVENGER	2010		2,087	131,563
14	500	10506	DODGE	AVENGER	2010		2,087	132,140
15	500	10516	DODGE	AVENGER	2010		2,087	152,152
16	500	10513	DODGE	AVENGER	2010		2,087	146,288
17	506	10517	CHEVROLET	SILVERADO	2010		4,173	105,385
18	510	10510	FORD	F350	2010		4,808	129,640
19	510	10501	FORD	F350	2010		4,808	152,876
20	510	10507	FORD	ECONOLINE	2010		4,300	48,649
21	511	10503	FORD	ESCAPE	2010		2,123	128,199
22	510	10509	FORD	ECONOLINE	2010		4,037	106,364
23	500	10525	DODGE	GRAND CARAVAN	2010		2,540	117,058
24	500	11511	SUBARU	IMPREZA	2011		1,950	152,252
25	500	11512	SUBARU	IMPREZA	2011		1,950	164,697
26	500	11508	DODGE	GRAND CARAVAN	2010		2,745	120,029
27	510	11514	CHEVROLET	SILVERADO	2011		4,309	92,893
28	502	11507	DODGE	GRAND CARAVAN	2010		2,745	67,286
29	500	11509	DODGE	GRAND CARAVAN	2010		2,745	109,851
30	510	11510	FORD	F150	2010		3,720	68,371
31	504	11502	DODGE	RAM PICKUP	2011		5,534	25,563
32	504	11501	FORD	F350	2011		6,033	15,705
33	502	11505	DODGE	GRAND CARAVAN	2010		2,745	55,943
34	502	11506	DODGE	GRAND CARAVAN	2010		2,745	49,717
35	503	11504	DODGE	GRAND CARAVAN	2010		2,745	61,671
36	500	12504	DODGE	1500	2012		3,042	74,292
37	510	12502	CHEVROLET	SUBURBAN	2012		3,901	62,808
38	500	12514	DODGE	GRAND CARAVAN	2012		2,747	85,396
39	500	12515	DODGE	GRAND CARAVAN	2012		2,747	67,451
40	500	12516	SUBARU	IMPREZA	2012		1,950	109,798

## CERTIFICATIONS

### 1. CERTIFICATION OF 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder 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.

**EVALUATION CRITERIA**

Offerors must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Offerors must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The offer must address clearly and in sufficient depth the points that are subject to the evaluation criteria of the request for standing offer.

**MANDATORY REQUIREMENTS:**

Offers will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Offers must clearly demonstrate that they meet all Mandatory Requirements of the Request for Standing Offer to be considered for further evaluation. Offers not meeting the mandatory criteria will be excluded from further consideration.

**The following mandatory evaluation criteria will be assessed:**

	<b>Mandatory Criteria</b>	<b>Meets the Criteria (✓)</b>	<b>Offer page Number</b>
<b>M1</b>	<ul style="list-style-type: none"> <li>The Offeror must accept the <i>ARI credit card</i>. (Applicable to all categories)</li> </ul>		
<b>M2</b>	<ul style="list-style-type: none"> <li>The Offeror must be a dealer or do business with suppliers which are on the National Standing Offers of Canada for Commercial Tires &amp; Tubes. (Applicable to category #3 only)</li> </ul>		
<b>M3</b>	<ul style="list-style-type: none"> <li>The Offeror must be a dealer or do business with a supplier for minor windshield repairs and windshields replacement in accordance with the ARI negotiated agreement. (Applicable to category #5 only)</li> </ul>		

**NOTE:** In their offers, Offerors must submit proof for each mandatory criterion stated above.

**Offerors may submit in total or in part on this project. That is to say, either for all categories, certain categories or only a single category. The department will evaluate the offers in accordance with this information.**

**FINANCIAL EVALUATION** (An example of a financial offer is supplied below)

The financial offer is on an aggregate basis (Firm and Option years) per category.

**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 per category will be recommended for issuance of a standing offer.

DFO will issue a **maximum of five (5)** Standing Offers, among the receivable offers which respond to the mandatory requirements **for categories 1 and 3** and a **maximum of three (3)** Standing Offers, among the receivable offers which respond to the mandatory requirements **for categories 2, 4, 5 and 6** identified at the document titled **PRICES/RATES OFFERED** based on a spread of less than 25% against the most advantageous offer in regards to the firm unit prices/rates/percentages of discount **by category**.

**NOTE:** The call-up procedures require that call-ups be issued on a proportional basis such that the highest-ranked offeror receives the largest predetermined portion of the work; the second highest-ranked offeror receives the second largest predetermined portion of the work, etc. (for example, 50 percent to the highest-ranked offer, 30 percent to the next highest-ranked offer and 20 percent to the third highest-ranked offer). The highest-ranked standing offer represents the best value for Canada, and its offeror receives the largest portion of the work. A clear advantage in terms of distribution of expected business volume should be given to the highest-ranked offeror (for example, 20 percent or more than the next offer) and the same for the others.

With 5 Standing Offers per category, the business volume will be allocated as follows:

35%, 25%, 15%, 10% and 5%.

With 4 Standing Offers per category, the business volume will be allocated as follows:

40%, 30%, 20% and 10%.

With 3 Standing Offers per category, the business volume will be allocated as follows:

50%, 30% and 20%.

With 2 Standing Offers per category, the business volume will be allocated as follows:

65% and 35%.

With 1 Standing Offers per category, the business volume will be allocated as follows:

100%.

**EXAMPLE OF A FIANACIAL OFFER**

(The Firm Unit Prices/Rates/% of Discount are the same for all years)

<b>Category</b>	<b>Type of service required</b>	<b>Firm Hourly Rate / Unit Price / Discount %</b>	<b>Annual Volume Estimate</b>	<b>Total (Rates/Price x Volume)</b>
1	Oil changes and inspections with written report for car	\$ 40.00 <b>Firm Unit Price</b>	30	\$ 1,200.00
	Oil changes and inspections with written report for van	\$ 45.00 <b>Firm Unit Price</b>	60	\$ 2,700.00
	Oil changes and inspections with written report for truck	\$ 50.00 <b>Firm Unit Price</b>	40	\$ 2,000.00
	General mechanical repair (As needed – Estimated at \$30K per year)	\$ 60.00 <b>Firm Hourly Rate</b>	450	\$ 27,000.00
	Discount on parts (In accordance with the list price)	% 20 <b>Firm Discount %</b>	N/A	N/A
Total for Category 1				\$ 32,900.00
2	Body repair (As needed – Estimated at \$10K per year)	\$ 60.00 <b>Firm Hourly Rate</b>	150	\$ 9,000.00
	Discount on parts (In accordance with the list price)	% 25 <b>Firm Discount %</b>	N/A	N/A
Total for Category 2				\$ 9,000.00
3	Install and balance of tires (Car)	\$ 10.00 <b>Firm Unit Price</b>	56	\$ 560.00
	Install and balance of tires (Van)	\$ 10.00 <b>Firm Unit Price</b>	120	\$ 1,200.00
	Install and balance of tires (Truck)	\$ 10.00 <b>Firm Unit Price</b>	144	\$ 1,440.00
	Tire storage	\$ 5.00 <b>Firm Unit Price</b>	80	\$ 400.00
Total for Category 3				\$ 3,600.00



4	Interior wash (Car)	\$40.00 <b>Firm Unit Price</b>	12	\$ 480.00
	Exterior wash (Car)	\$ 25.00 <b>Firm Unit Price</b>	12	\$ 300.00
	Interior and exterior wash (Car)	\$ 60.00 <b>Firm Unit Price</b>	24	\$ 1,440.00
	Interior wash (Van)	\$40.00 <b>Firm Unit Price</b>	12	\$ 480.00
	Exterior wash (Van)	\$ 25.00 <b>Firm Unit Price</b>	12	\$ 300.00
	Interior and exterior wash (Van)	\$ 60.00 <b>Firm Unit Price</b>	36	\$ 2,160.00
	Interior wash (Truck)	\$40.00 <b>Firm Unit Price</b>	12	\$ 480.00
	Exterior wash (Truck)	\$ 25.00 <b>Firm Unit Price</b>	12	\$ 300.00
	Interior and exterior wash (Truck)	\$ 60.00 <b>Firm Unit Price</b>	24	\$ 1,440.00
Total for Category 4				\$ 7,380.00
5	Windshield repair	\$ 45.00 <b>Firm Hourly Rate</b>	10	\$ 450.00
	Windshield replacement	\$ 100.00 <b>Firm Unit Price</b>	2	\$ 200.00
	Discount on parts (In accordance with the list price)	% 30 <b>Firm Discount %</b>	N/A	N/A
Total for Category 5				\$ 650.00

**GENERAL CONDITIONS (MANUAL SERVICES)**

**Text:**

- 01 Interpretation
- 02 Powers of Canada
- 03 Status of the Contractor
- 04 Conduct of the Work
- 05 Subcontracts
- 06 Time of the Essence
- 07 Excusable Delay
- 08 Inspection and Acceptance of the Work
- 09 Invoice Submission
- 10 Taxes
- 11 Payment Period
- 12 Interest on Overdue Accounts
- 13 Audit
- 14 Compliance with Applicable Laws
- 15 Liability
- 16 Government Property
- 17 Amendment
- 18 Assignment
- 19 Suspension of the Work
- 20 Default by the Contractor
- 21 Termination for Convenience
- 22 Right of Set-off
- 23 Conflict of Interest and Values and Ethics Codes for the Public Service
- 24 Contingency Fees
- 25 International Sanctions
- 26 Code of Conduct and Certifications
- 27 The Code of Conduct for Procurement
- 28 Harassment in the Workplace
- 29 Entire Agreement

## **01 Interpretation**

In the Standing Offer, unless the context otherwise requires:

"Articles of Agreement" means the clauses and conditions set out in full text to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and any other person duly authorized to act on behalf of the Minister;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer. Throughout the entirety of this document, the terms "Contract" and "Call-up" are interchangeable as the Call-up is the contractual obligation (Contract) between the Offeror and Canada where the Offeror must perform the work as detailed in the Standing Offer;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Goods and Services Tax and Harmonized Sales Tax;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

## **02 Powers of Canada**

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

### **03 Status of the Contractor**

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

### **04 Conduct of the Work**

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

**05 Subcontracts**

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise.

**06 Time of the Essence**

It is essential that the Work be performed within or at the time stated in the Contract.

**07 Excusable Delay**

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor,

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for thirty (30) days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

## **08 Inspection and Acceptance of the Work**

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

## **09 Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
  - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

## 10 Taxes

### 1. Municipal Taxes

Municipal Taxes do not apply.

### 2. Provincial Taxes

- a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
  - i. Provincial Sales Tax (PST) Exemption License Numbers, for the provinces of:

British Columbia:	1000-5001
Manitoba:	390-516-0
  - ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and Prince Edward Island.
- d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

3. Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

4. GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

5. Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

## 11 Payment Period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31<sup>st</sup> day following that date and interest will be paid automatically in accordance with the section 13.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.



## **12 Interest on Overdue Accounts**

1. For the purpose of this section:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
3. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

## **13 Audit**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

## **14 Compliance with Applicable Laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

**15 Liability**

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

**16 Government Property**

The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

**17 Amendment**

To be effective, any amendment to the Contract must be done in writing by the Standing Offer Authority and the authorized representative of the Contractor.

**18 Assignment**

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

**19 Suspension of the Work**

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

**20 Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.

2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## **21 Termination for Convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. The Contractor will be paid:
  - a. on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

## **22 Right of Set-off**

Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.

## **23 Conflict of Interest and Values and Ethics Codes for the Public Service**

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

## **24 Contingency Fees**

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4<sup>th</sup> Supplement).

## **25 International Sanctions**

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.

3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 21.

## 26 Code of Conduct and Certifications

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
  - a. payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;
  - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
  - a. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code of Canada*, or
  - b. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
  - a. either one controls or has the power to control the other, or
  - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **27 The Code of Conduct for Procurement**

1. The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
2. The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca). You can also obtain more information on OPO services available to you on their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).
3. For further information, the Contractor may refer to the following PWGSC site :

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

## **28 Harassment in the Workplace**

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Policy on the Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available on the Treasury Board Web site.

2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

## **29 Entire Agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

## INSURANCE CONDITIONS

### 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 endeavor 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. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. 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.

**PRICES/RATES OFFERED**

**SERVICES AND ASSOCIATED COSTS**

Offerors **MUST** supply Firm Hourly Rates/Firm Unit Prices/Firm % of Discount for the Discount on parts for the firm period and the two (2) option periods. The Firm Hourly Rates/Firm Unit Prices are all inclusive (Applicable Taxes extra). Offerors must present their financial offers in Canadian dollars.

For the provision of all services, including all associated costs necessary to carry out the required work:

<b>Period of the Standing Offer (Date of issuance of the Standing Offer to 31 July 2017)</b>		
<b>Category</b>	<b>Type of service required</b>	<b>Firm Hourly Rate/ Firm Unit Price / Firm Discount %</b>
1	Oil changes and inspections with written report for car	\$ <b>Firm Unit Price</b>
	Oil changes and inspections with written report for van	\$ <b>Firm Unit Price</b>
	Oil changes and inspections with written report for truck	\$ <b>Firm Unit Price</b>
	General mechanical repair	\$ <b>Firm Hourly Rate</b>
	Discount on parts (In accordance with the list price)	% <b>Firm Discount %</b>
2	Body repair	\$ <b>Firm Hourly Rate</b>
	Discount on parts (In accordance with the list price)	% <b>Firm Discount %</b>

3	Install and balance of tires (Car) (Per tire)	\$	<b>Firm Unit Price</b>
	Install and balance of tires (Van) (Per tire)	\$	<b>Firm Unit Price</b>
	Install and balance of tires (Truck) (Per tire)	\$	<b>Firm Unit Price</b>
	Tire storage (Per tire)	\$	<b>Firm Unit Price</b>
4	Interior wash (Car)	\$	<b>Firm Unit Price</b>
	Exterior wash (Car)	\$	<b>Firm Unit Price</b>
	Interior and exterior wash (Car)	\$	<b>Firm Unit Price</b>
	Interior wash (Van)	\$	<b>Firm Unit Price</b>
	Exterior wash (Van)	\$	<b>Firm Unit Price</b>
	Interior and exterior wash (Van)	\$	<b>Firm Unit Price</b>
	Interior wash (Truck)	\$	<b>Firm Unit Price</b>
	Exterior wash (Truck)	\$	<b>Firm Unit Price</b>
	Interior and exterior wash (Truck)	\$	<b>Firm Unit Price</b>
5	Windshield repair	\$	<b>Firm Hourly Rate</b>
	Windshield replacement	\$	<b>Firm Unit Price</b>
	Discount on parts (In accordance with the list price)	%	<b>Firm Discount %</b>
<b>Intentionally left blank</b>			

<b>Optional Period 1 (01 August 2017 to 31 July 2018)</b>		
<b>Category</b>	<b>Type of service required</b>	<b>Firm Hourly Rate/ Firm Unit Price / Firm Discount %</b>
1	Oil changes and inspections with written report for car	\$ <b>Firm Unit Price</b>
	Oil changes and inspections with written report for van	\$ <b>Firm Unit Price</b>
	Oil changes and inspections with written report for truck	\$ <b>Firm Unit Price</b>
	General mechanical repair	\$ <b>Firm Hourly Rate</b>
	Discount on parts (In accordance with the list price)	% <b>Firm Discount %</b>
<b>Intentionally left blank</b>		
2	Body repair	\$ <b>Firm Hourly Rate</b>
	Discount on parts (In accordance with the list price)	% <b>Firm Discount %</b>
<b>Intentionally left blank</b>		
3	Install and balance of tires (Car) (Per tire)	\$ <b>Firm Unit Price</b>
	Install and balance of tires (Van) (Per tire)	\$ <b>Firm Unit Price</b>
	Install and balance of tires (Truck) (Per tire)	\$ <b>Firm Unit Price</b>
	Tire storage (Per tire)	\$ <b>Firm Unit Price</b>
<b>Intentionally left blank</b>		

4	Interior wash (Car)	\$	<b>Firm Unit Price</b>
	Exterior wash (Car)	\$	<b>Firm Unit Price</b>
	Interior and exterior wash (Car)	\$	<b>Firm Unit Price</b>
	Interior wash (Van)	\$	<b>Firm Unit Price</b>
	Exterior wash (Van)	\$	<b>Firm Unit Price</b>
	Interior and exterior wash (Van)	\$	<b>Firm Unit Price</b>
	Interior wash (Truck)	\$	<b>Firm Unit Price</b>
	Exterior wash (Truck)	\$	<b>Firm Unit Price</b>
	Interior and exterior wash (Truck)	\$	<b>Firm Unit Price</b>
<b>Intentionally left blank</b>			
5	Windshield repair	\$	<b>Firm Hourly Rate</b>
	Windshield replacement	\$	<b>Firm Unit Price</b>
	Discount on parts (In accordance with the list price)	%	<b>Firm Discount %</b>
<b>Intentionally left blank</b>			

<b>Optional Period 2 (01 August 2018 to 31 July 2019)</b>		
<b>Category</b>	<b>Type of service required</b>	<b>Firm Hourly Rate/ Firm Unit Price / Firm Discount %</b>
1	Oil changes and inspections with written report for car	\$ <b>Firm Unit Price</b>
	Oil changes and inspections with written report for van	\$ <b>Firm Unit Price</b>
	Oil changes and inspections with written report for truck	\$ <b>Firm Unit Price</b>
	General mechanical repair	\$ <b>Firm Hourly Rate</b>
	Discount on parts (In accordance with the list price)	% <b>Firm Discount %</b>
<b>Intentionally left blank</b>		
2	Body repair	\$ <b>Firm Hourly Rate</b>
	Discount on parts (In accordance with the list price)	% <b>Firm Discount %</b>
<b>Intentionally left blank</b>		
3	Install and balance of tires (Car) (Per tire)	\$ <b>Firm Unit Price</b>
	Install and balance of tires (Van) (Per tire)	\$ <b>Firm Unit Price</b>
	Install and balance of tires (Truck) (Per tire)	\$ <b>Firm Unit Price</b>
	Tire storage (Per tire)	\$ <b>Firm Unit Price</b>
<b>Intentionally left blank</b>		

5	Interior wash (Car)	\$ <b>Firm Unit Price</b>
	Exterior wash (Car)	\$ <b>Firm Unit Price</b>
	Interior and exterior wash (Car)	\$ <b>Firm Unit Price</b>
	Interior wash (Van)	\$ <b>Firm Unit Price</b>
	Exterior wash (Van)	\$ <b>Firm Unit Price</b>
	Interior and exterior wash (Van)	\$ <b>Firm Unit Price</b>
	Interior wash (Truck)	\$ <b>Firm Unit Price</b>
	Exterior wash (Truck)	\$ <b>Firm Unit Price</b>
	Interior and exterior wash (Truck)	\$ <b>Firm Unit Price</b>
6	Windshield repair	\$ <b>Firm Hourly Rate</b>
	Windshield replacement	\$ <b>Firm Unit Price</b>
	Discount on parts (In accordance with the list price)	% <b>Firm Discount %</b>

**Note:** If rates/prices/percentages are not provided for the option years, they will be considered to be the same as for the initial Standing Offer period.

