



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services / Travaux
publics et services gouvernementaux

Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Bid Fax: (613) 545-8067

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux

Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Towing and Vehicle Recovery	
Solicitation No. - N° de l'invitation W0135-161607/A	Date 2016-05-24
Client Reference No. - N° de référence du client W0135-16-16007	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-935-6910
File No. - N° de dossier KIN-6-46023 (935)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-06-09	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Boivin Lafleur, Eliane	Buyer Id - Id de l'acheteur kin935
Telephone No. - N° de téléphone (613)536-4626 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 5 MANSTON CRESCENT BLDG 16, 22 Wing CFB North Bay HORNELL HEIGHTS Ontario POH1P0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

1.2.1 Description

The Royal Canadian Electrical Mechanical Engineers (RCEME) is a part of a National Recovery Service (NRS) for the Canadian Armed Forces (CAF). As a part of this program, 22 Wing North Bay has a large Area of Responsibility (AOR) to provide towing services to all Department of National Defence (DND) registered vehicles that travel through DND's AOR. DND's intent is to continue to provide this service through civilian a Standing Offer as part of an alternative means program.

The period for this Standing Offer will be from date of issuance to 31 March 2020.

1.2.2 Agreements

The requirement is subject to the provisions the Agreement on Internal Trade (AIT).

1.2.3 Canadian Content Policy

The requirement is limited to Canadian goods and/or services.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Financial Offer (one (1) hard copy)
Section II: Certifications (one (1) hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

Canada will multiply the bidder's unit prices or rates by the associated usage to calculate the extended prices. The bidder's evaluated price will be the sum of all of their extended prices for all pricing periods.

4.1.1.2 Mandatory Financial Criteria

The Offeror must provide pricing for all items in Annex B – Basis of Payment.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Additional Certifications Required with the Offer

5.1.1.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

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

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

5.1.1.1.1 *SACC Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social](#)

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[Development Canada-Labour's](#) website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of issuance to 31 March 2020.

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6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Eliane Boivin Lafleur
Title: Supply Intern Officer

Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence St, 2nd Floor
Kingston, Ontario, K7L 1X3

Telephone: 613-536-4626
Facsimile: 613-545-8067
E-mail address: Eliane.BoivinLafleur@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

6.5.3 Offeror's Representative *[Note: Please fill out required information]*

Name: _____
Title: _____

Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

Procurement Business Number: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND), 22 Wing North Bay.

6.8 Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s).

6.9 Call-up Instrument

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

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex D, Insurance Requirements;
- g) the Offeror's offer dated _____. [*Canada will insert information at time of award*]

6.12 Certifications and Additional Information

6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.12.2 SACC Manual Clauses

SACC Manual clause M3060C (2008-05-12), Canadian Content Certification

6.13 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 – Interest on Overdue Accounts, of [2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.4 Proactive Disclosure of Contracts with Former Public Servants

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

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the call-up, calculated in accordance with the Basis of Payment in Annex B. Customs duties are included and Applicable Taxes are extra.

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

6.5.2 Limitation of Price

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

6.5.3 Single Payment

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

6.5.4 Electronic Payment of Invoices – Call-up [Canada will insert information at time of award]

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.6 Invoicing Instructions

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

6.7 Insurance Requirements

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

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

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

6.8 SACC Manual Clauses

A9062C (2011-05-19), Canadian Forces Site Regulations

ANNEX "A"

STATEMENT OF WORK

Background

The Royal Canadian Electrical Mechanical Engineers (RCEME) is a part of a National Recovery Service (NRS) for the Canadian Armed Forces (CAF). As a part of this program, 22 Wing North Bay has a large Area of Responsibility (AOR) to provide towing services to all Department of National Defence (DND) registered vehicles that travel through DND's AOR. DND's intent is to continue to provide this service through a civilian Standing Offer as part of an alternative means program.

Area of Responsibility (AOR)

The area of responsibility is East on Hwy 17 to the town of Deux Riviere, South to the Town of Parry Sound on Hwy. 69, South on Hwy 11 to the Town of Huntsville, West on Hwy 17 to White River, and North on Hwy. 11 to Route #613.

Vehicle Weight Groups

1. LIGHT GROUP: This group consists of the following vehicles:
 - All civilian passenger vehicles up to two tons
 - Light Utility Vehicle Wheeled (LUVW)
 - Light Support Vehicle Wheeled (LSVW)
 - MILCOT's (Chevrolet 3500 series)
 - Commercial Utility Cargo Vehicle (CUCV)
2. MEDIUM GROUP: This group consists of the following vehicles:
 - All civilian pattern vehicles from two tons up to ten tons.
 - Medium Logistics Vehicle Wheeled (MLVW)
 - Medium Support Vehicle Service (MSVS)
3. HEAVY GROUP: This group consists of the following vehicles:
 - All civilian vehicles from ten tons and up
 - Civilian Tractor trailer and Trailers
 - All Heavy Logistic Vehicle Wheeled (HLVW)
4. FLATBED GROUP: This group consists of the following vehicles:
 - All Armoured wheeled and tracked vehicles

Scope of Work

Contractor must be able to provide the following:

- Provide towing services to all 4 Canadian Armed Forces Fleet Vehicles without the assistance of 22 Wing RCEME Personnel;
- Be able to provide towing services 24hrs a day, 7 days a week;
- Have the ability to provide transportation for at least ONE occupant of the casualty to the destination point;
- Have the flexibility to follow the direction of the 22 Wing RCEME recovery Duty Technician as to how far and where to recover the casualty;

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-
- Have the ability to react to a request within a maximum of three (3) hours of receiving a request;
 - Provide boosting of vehicles;

In addition, vehicles must be towed to the nearest dealership, repair facility or Military Base on the discretion of the 22 Wing Recovery Duty Technician. The contractor must dispatch a recovery vehicle from the closest location to the recovery rather than from the contractor's locality when possible.

Contractor's Liability

The contractor may be liable for damages which result from not following proper vehicle recovery procedures, such as:

- Failure to ensure transmission and or T/Case is in neutral;
- Failure to ensure park brakes are off when suspend towing;
- Failure to ensure drive shafts are disconnected when required;
- Failure to ensure steering wheels are secured when required;
- Failure to ensure axles chained up when required;
- Failure to ensure brake and emergency lines are connected when required; and
- Failure to ensure maximum tow speed of 90 km/h is adhered to.

22 Wing RCME personnel will be responsible to determine if there is damage done as a result of not following the previous guidelines and will work with the contractor to get all repairs done ASAP.

ANNEX "B"

BASIS OF PAYMENT

The pricing must be in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included. Applicable Taxes must be shown as a separate item on the invoices.

Note: Estimates herein are estimates only for evaluation purposes. This is not a guarantee of business.

Definitions:

Wait time means the amount of time where the driver, once arrived to the site of the casualty, is unable to start the requested towing service for unforeseen reasons entirely out of his control. This could include, for instance, the time spent waiting for 22 Wing RCEME personnel to move military kit to another vehicle. This wait time would **not** include any time spent waiting for any of the contractor's equipment necessary for providing the service.

Special Towing Instruction/Procedure Charge means a towing service that may require charges in addition to the normal one-truck/one-driver towing service requirements. This additional charge must include the necessary manpower, extra equipment, traffic control, and special recovery equipment and supplies. Any Special Towing Instruction/Procedure Charge must be authorized on the Call-Up document.

Year 1 – Date of award to 31 March 2017

1) Payment for services rendered including driver, fuel, oil and all other operational costs, shall be calculated in accordance with the following:

VEHICLE TYPE	Estimated Usage (A)	Hook-Up Unit Price ¹ (\$) (B)	Extended Price for Hook-Up (C = A x B)	Estimated Usage (km) (D)	Mileage rate ² (\$/km) (E)	Extended Price for Mileage (F = D x E)	Sub-total (G = C + F)
Light Group	10			2070			
Medium Group	20			400			
Heavy Group	10			1000			
Flatbed Group	10			520			
Total Price:							

NOTES:

1. The Hook-up Unit Price specified above is to include all work described in the specifications of Annex "A" and includes the first 10 km of towing.
2. The Mileage Rate will apply for towing beyond 10 km of the casualty.

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EXPLANATION:

1. Extended Price for Hook-Up: unit price x estimated usage
2. Extended Price for Mileage: rate x estimated usage
3. Sub-total: Extended Price for Hook-Up + Extended Price for Mileage
4. Total Price: Addition of all Sub-totals

2) Miscellaneous services, in addition to 1) above.

Boosting

Vehicle Type	Estimated Usage (A)	Boosting Unit Price (\$) (B)	Extended Price for Boosting (C = A x B)
Light Group	3		
Medium Group	1		
Heavy Group	2		
Total Price:			

Wait Time

Vehicle Type	Estimated Usage (hour) (D)	Wait time (\$/hour) (E)	Extended Price for Wait time (F = D x E)
Light Group	2		
Medium Group	2		
Heavy Group	2		
Flatbed Group	2		
Total Price:			

Special Towing Instruction/Procedure Charge

Vehicle Type	Estimated Usage (hour) (G)	Special Towing Instruction/Procedure Charge (\$/hour) (H)	Extended Price for Special Towing Instruction/Procedure Charge (I = G x H)
Light Group	5		
Medium Group	5		
Heavy Group	5		
Flatbed Group	5		
Total Price:			

TOTAL EVALUATED PRICE FOR YEAR 1 (adding all total prices): \$ _____

Year 2 – 31 March 2017 to 31 March 2018

1) Payment for services rendered including driver, fuel, oil and all other operational costs, shall be calculated in accordance with the following:

VEHICLE TYPE	Estimated Usage (A)	Hook-Up Unit Price ¹ (\$) (B)	Extended Price for Hook-Up (C = A x B)	Estimated Usage (km) (D)	Mileage rate ² (\$/km) (E)	Extended Price for Mileage (F = D x E)	Sub-total (G = C + F)
Light Group	10			2070			
Medium Group	20			400			
Heavy Group	10			1000			
Flatbed Group	10			520			
Total Price:							

NOTES:

1. The Hook-up Unit Price specified above is to include all work described in the specifications of Annex "A" and includes the first 10 km of towing.
2. The Mileage Rate will apply for towing beyond 10 km of the casualty.

EXPLANATION:

1. Extended Price for Hook-Up: unit price x estimated usage
2. Extended Price for Mileage: rate x estimated usage
3. Sub-total: Extended Price for Hook-Up + Extended Price for Mileage
4. Total Price: Addition of all Sub-totals

2) Miscellaneous services, in addition to 1) above.

Boosting

Vehicle Type	Estimated Usage (A)	Boosting Unit Price (\$) (B)	Extended Price for Boosting (C = A x B)
Light Group	3		
Medium Group	1		
Heavy Group	2		
Total Price:			

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Wait Time

Vehicle Type	Estimated Usage (hour) (D)	Wait time (\$/hour) (E)	Extended Price for Wait time (F = D x E)
Light Group	2		
Medium Group	2		
Heavy Group	2		
Flatbed Group	2		
Total Price:			

Special Towing Instruction/Procedure Charge

Vehicle Type	Estimated Usage (hour) (G)	Special Towing Instruction/Procedure Charge (\$/hour) (H)	Extended Price for Special Towing Instruction/Procedure Charge (I = G x H)
Light Group	5		
Medium Group	5		
Heavy Group	5		
Flatbed Group	5		
Total Price:			

TOTAL EVALUATED PRICE FOR YEAR 2 (adding all total prices): \$ _____

Year 3 – 31 March 2018 to 31 March 2019

1) Payment for services rendered including driver, fuel, oil and all other operational costs, shall be calculated in accordance with the following:

VEHICLE TYPE	Estimated Usage (A)	Hook-Up Unit Price ¹ (\$) (B)	Extended Price for Hook-Up (C = A x B)	Estimated Usage (km) (D)	Mileage rate ² (\$/km) (E)	Extended Price for Mileage (F = D x E)	Sub-total (G = C + F)
Light Group	10			2070			
Medium Group	20			400			
Heavy Group	10			1000			
Flatbed Group	10			520			
Total Price:							

NOTES:

1. The Hook-up Unit Price specified above is to include all work described in the specifications of Annex "A" and includes the first 10 km of towing.
2. The Mileage Rate will apply for towing beyond 10 km of the casualty.

EXPLANATION:

1. Extended Price for Hook-Up: unit price x estimated usage
2. Extended Price for Mileage: rate x estimated usage
3. Sub-total: Extended Price for Hook-Up + Extended Price for Mileage
4. Total Price: Addition of all Sub-totals

2) Miscellaneous services, in addition to 1) above.

Boosting

Vehicle Type	Estimated Usage (A)	Boosting Unit Price (\$) (B)	Extended Price for Boosting (C = A x B)
Light Group	3		
Medium Group	1		
Heavy Group	2		
Total Price:			

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Wait Time

Vehicle Type	Estimated Usage (hour) (D)	Wait time (\$/hour) (E)	Extended Price for Wait time (F = D x E)
Light Group	2		
Medium Group	2		
Heavy Group	2		
Flatbed Group	2		
Total Price:			

Special Towing Instruction/Procedure Charge

Vehicle Type	Estimated Usage (hour) (G)	Special Towing Instruction/Procedure Charge (\$/hour) (H)	Extended Price for Special Towing Instruction/Procedure Charge (I = G x H)
Light Group	5		
Medium Group	5		
Heavy Group	5		
Flatbed Group	5		
Total Price:			

TOTAL EVALUATED PRICE FOR YEAR 3 (adding all total prices): \$ _____

Year 4 – 31 March 2019 to 31 March 2020

1) Payment for services rendered including driver, fuel, oil and all other operational costs, shall be calculated in accordance with the following:

VEHICLE TYPE	Estimated Usage (A)	Hook-Up Unit Price ¹ (\$) (B)	Extended Price for Hook-Up (C = A x B)	Estimated Usage (km) (D)	Mileage rate ² (\$/km) (E)	Extended Price for Mileage (F = D x E)	Sub-total (G = C + F)
Light Group	10			2070			
Medium Group	20			400			
Heavy Group	10			1000			
Flatbed Group	10			520			
Total Price:							

NOTES:

1. The Hook-up Unit Price specified above is to include all work described in the specifications of Annex "A" and includes the first 10 km of towing.
2. The Mileage Rate will apply for towing beyond 10 km of the casualty.

EXPLANATION:

1. Extended Price for Hook-Up: unit price x estimated usage
2. Extended Price for Mileage: rate x estimated usage
3. Sub-total: Extended Price for Hook-Up + Extended Price for Mileage
4. Total Price: Addition of all Sub-totals

2) Miscellaneous services, in addition to 1) above.

Boosting

Vehicle Type	Estimated Usage (A)	Boosting Unit Price (\$) (B)	Extended Price for Boosting (C = A x B)
Light Group	3		
Medium Group	1		
Heavy Group	2		
Total Price:			

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Wait Time

Vehicle Type	Estimated Usage (hour) (D)	Wait time (\$/hour) (E)	Extended Price for Wait time (F = D x E)
Light Group	2		
Medium Group	2		
Heavy Group	2		
Flatbed Group	2		
Total Price:			

Special Towing Instruction/Procedure Charge

Vehicle Type	Estimated Usage (hour) (G)	Special Towing Instruction/Procedure Charge (\$/hour) (H)	Extended Price for Special Towing Instruction/Procedure Charge (I = G x H)
Light Group	5		
Medium Group	5		
Heavy Group	5		
Flatbed Group	5		
Total Price:			

TOTAL EVALUATED PRICE FOR YEAR 4 (adding all total prices): \$ _____

TOTAL EVALUTATED PRICE – ALL YEARS: \$ _____

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ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

[As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.]

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement
 - f. OPCF/QEF/SEF #4B - Permission to Carry Radioactive Material Endorsement
 - g. OPCF/QEF/SEF #4a - Permission to Carry Explosives
 - h. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire
 - i. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
 - j. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
 - 8 to 12 Passengers: \$5,000,000
 - 13 or more Passengers: \$8,000,000

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- k. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
 - l. OPCF/SEF/NBEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles.