

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

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K7L 1X3

Title - Sujet Forklift Repair / Maintenance	
Solicitation No. - N° de l'invitation 21401-162207/A	Date 2016-09-07
Client Reference No. - N° de référence du client 21401-16-2207	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-535-6990
File No. - N° de dossier KIN-5-44069 (535)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-18	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Carriere, Nancy	Buyer Id - Id de l'acheteur kin535
Telephone No. - N° de téléphone (613)545-8764 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 443 UNION STREET P.O. BOX 1174 KINGSTON Ontario K7L4Y8 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 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, Electronic Payment Instruments and Insurance Requirements.

1.2 Summary

- 1.2.1** CORCAN and Correctional Services Canada (CSC) has the requirement for the provisions of Forklift Maintenance and Repairs on an "as and when" requested basis. The work is to be performed at various locations throughout the Ontario Region as detailed in Annex A, Statement of Work, herein.
- 1.2.2** The period of the Standing Offer will be from Issuance until 31 October 2019.
- 1.2.3** The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

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1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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: 90 days

2.2 Submission of Offers

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

2.3 Former Public Servant

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

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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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 Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

- a) Pricing in the financial offer must be in Canadian funds and be provided for all line items listed in Annex "B" – Basis of Payment.

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

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Section II: 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.

4.1.1 Financial Evaluation

4.1.1.1 SACC Manual Clause **M0220T** (2016-01-28), Evaluation of Price

4.1.1.2 Financial offers will be evaluated in accordance with any amendment authorized by the Standing Offer Authority under section 3.2 of the Request for Standing Offer.

4.1.1.3 The estimated usage set out in Annex "B" – Basis of Payment is for the sole purpose of establishing an evaluation tool and are based only on best estimates. They may not reflect the actual usage and do not represent any commitment on the part of Canada.

4.1.1.4 The evaluated price is the sum of all extended prices.

4.1.1.5 Extended prices will be determined by multiplying the Offeror's unit price by the total estimated usage set out in Annex "B" for all standing offer periods.

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 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.

5.1.1 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.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) 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.

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PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:

(a) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;

(b) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The Offeror must comply with the following security requirement before the issuance of a Standing Offer:

(a) The Offeror must provide a list of drivers and delivery personnel requiring access to the institutions for the repair and maintenance of Forklifts to the Standing Offer Authority;

(b) The Offeror's drivers and delivery personnel requiring access to the Institutions must submit to a local verification of identity and information in the form of a criminal record check through an authorized Canadian Police Information Centre (CPIC); and

(c) the Offeror must obtain and provide the Project Authority with a clear criminal record check for each of its drivers and delivery personnel by contacting the following authorized CPIC agent, or the authorized representative(s) at each Institution's location:

Name: Mr. Tom Tinney
Telephone (613) 545-8290
Facsimile (613) 536-4571
Email Address: Tom.Tinney@CSC-SCC.GC.CA

7.2.2 Canada reserves the right to deny access to the Contractor's drivers or delivery personnel who have not obtained a clear criminal record check through an authorized CPIC.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 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 "D". 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.

(a) The quarterly reporting periods are defined as follows:

1st quarter: August 1 to October 31;
2nd quarter: November 1 to January 31;
3rd quarter: February 1 to April 30;
4th quarter: May 1 to July 31.

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

7.4 Term

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to 31 October 2019.

7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in the Statement of Work of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nancy Carrière
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence Street, 2nd Floor
Kingston, Ontario
K7L 1X3
Telephone: 613- 545-8764
Facsimile: 613 – 545-8067
E-mail address: Nancy.Carriere@pwgsc.gc.ca

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

7.5.2 Project Authority

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

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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.

7.5.3 Offeror's Representative

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: CORCAN Ontario Region.

7.8 Call-up Instrument

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

7.9 Limitation of Call-ups

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

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029(2016-04-04), General Conditions – Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex D, Insurance Requirements;
- h) the Offeror's offer dated _____ (*insert date of offer*)

7.11 Certifications and Additional Information

7.11.1 Compliance

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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.

7.12 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2029 (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2016-04-04), General Conditions – Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B" – Basis of Payment.

7.4.2 Limitation of Price

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

7.4.3 Method of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

7.4.4 SACC Manual Clauses

SACC Manual clause M3800C (2006-08-15) Estimates

SACC Manual clause C0711C (2008-05-12) Time Verification

SACC Manual clause A9117C (2007-11-30) T-1204 – Direct Request by Customer Department

7.4.5 Electronic Payment of Invoices – Call-up

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)

7.5 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 show on page 1 of the Contract for certification and payment.

7.6 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.

ANNEX "A"

STATEMENT OF WORK

1.0 Requirement

1.1 For the provision of FORKLIFT MAINTENANCE AND REPAIRS as and when requested by CORCAN and Correctional Services Canada (CSC) in the Ontario Region (excluding the National Capital Region), during the period from Issuance of Regional Individual Standing Offer to 30-09-2019.

1.2 Safety Inspections to be performed once yearly on approximately 14 various makes and models of forklifts at various sites throughout CORCAN and Correctional Service Canada - Ontario Region. All maintenance and repair work to be done on an "as and when required" basis.

1.3 List of CORCAN Operations and CSC Institutions located in Annex C - .

1.4 All maintenance, inspections and repair work is to be performed by licensed Mechanics, or apprentice mechanics under the direct supervision of a licensed Mechanic. Licensed mechanics will be required to perform work on, but not limited to the following brands of forklifts, either propane, electric or diesel powered. **Clark, Daewoo, Toyota, Yale, Heli, Nissan, TCM, Linda, Hyster, Catapillar, Hewitt/Jungheinrich, Doosan, Raymond and Crown.**

1.5 All work must be performed in accordance with the Occupational Health & Safety Act and Regulation 851 Clause 51 (1) (b).

Link: http://www.labour.gov.on.ca/english/hs/pubs/lifttrucks/gl_lift_5.php

1.6 When required, various types of vehicles may have to be transported or towed from our location to the Contractor's facility.

1.7 Consent of the Site Authority is required prior to work being performed in addition to requirements listed on call-up.

1.8 Where a cost estimate has been submitted and accepted by the Site Authority, full completed work or services will be performed or provided at a cost no greater than 110% of such estimate.

1.9 The worn or damaged parts and components covered by the terms of the standing Offer will be exchanged for new OEM parts, unless, otherwise authorized by the site authority. Factory rebuilt parts, if available, will be supplied for Warehouse forklifts.

1.10 Repairs and inspections are to be performed on site at our stores facilities unless otherwise authorized by the site authority. Site hours of operation are 8-4 (Monday to Friday) and Security clearances are not required. **The contractor may be required to perform services within the Institution; proposed contractor personnel shall be subject to CSC Institutional Security Clearance (CPIC).**

1.11 No minimum call-up limit will apply. Call-ups against the Standing Offer may be made by CORCAN/CSC to fill multiple service requirements.

1.12 All pricing includes travel and overhead to all sites identified in Annex "C" and terms are FOB Destination.

1.13 Response Time: See annex "B", Basis of Payment

2.0 Preventative Maintenance Program (PMP)

2.1 Contractor must be able to perform maintenance work on all models listed in Section 1.4.

2.2 Contractor must certify that all work performed as part of the Preventative Maintenance Program will not void any existing or remaining forklift warranty and be performed in accordance with manufactures recommendations. All work is to be performed by licensed Mechanics, or apprentice mechanics under the direct supervision of a licensed Mechanic.

2.3 Cost for Preventative Maintenance Program visit includes, travel to site, all labour, shop materials, tools to perform work and specialized clothing.

2.4 All PMP visits will be scheduled by the Site Authority through a call-up. It is estimated that each forklift will have 1-2 PMP visits per year.

2.5 Upon completion of the PMP visit, the contractor will provide a signed report to the site authority identifying all work performed in addition to a list of forklift deficiencies that require additional work or replacement. A separate report will be prepared for each forklift.

The Preventative Maintenance Program must consist of, but not limited to the following tasks:

1. Lubrication

- All motor, wheel and tire lubrication points
- Mast, carriage and reach lubrication points
- Oil level in gear boxes and reservoirs
- All chains and front end attachments
- Oil level in master cylinder

2. Safety Adjustments

- Tighten all loose hardware
- Adjust brakes and linkage for wear, stopping accuracy and distance
- Adjust steering for wear and tightness
- Check horn, tether, mast guard and other operator-related safety features
- Adjust wire guidance system for tracking and accuracy (if on equipment)
- Replace worn safety decals

3. Inspection

- Wheel and tire wear and adjustment
- Electrical connections, fuses and wiring
- Motor brush wear and cleanliness
- Contactors and switches
- Hydraulic rams for damage
- Movement of drive and caster units
- Attachments and accessories
- Battery and connectors
- Hoses, fittings and valves for wear and leakage
- Mast and pantograph components (if on equipment)
- Chains and cables for wear and adjust

3.0 Invoices

3.1 Invoices must show forklift's make & model, serial number, purchase order number, number of labour hours, unit prices and corresponding discount, if applicable. Invoices must also clearly identify if the work performed is on behalf of CORCAN or Correctional Service Canada and labelled accordingly.

3.2 Parts and Labour time for each procedure must be shown separate on every invoice. HST will not be included in the pricing and will be extra and shown as a separate item on all invoices.

4.0 Response Times

a) Non-urgent repair call-ups will be acknowledged by the Contractor on the day received and repairs must be take effect no later than 48 hours from time of call-up, based on availability of parts.

b) Call-ups for emergency services will be acknowledged by the Contractor within 3 hours of call-up and repairs take effect no later than 24 hours from time of call-up, based on availability of parts.

c) If a technician is already on site responding to a service call, no second call-up will be charged.

d) All work is to be guaranteed for ninety (90) days

5.0 List of Items

5.1 Joyceville Institution

Item	Power	Model	Serial Number	Department
Clark	Propane	C500-Y5100	Y685-02316881KCF	CORCAN
Daewoo	Electric	BC255	28-00450	CORCAN
Daewoo	Propane	G255	12-07060	CORCAN
Toyota	Electric	7HBW23	7HBW23-32125	CORCAN
Hewitt/Jungheinrich	Propane	EFG115	FN365659	CSC
Caterpillar	Electric	WP4500	90170221	CSC
Raymond	Electric	102T-F45L	102-08-10337	CSC
Raymond	Electric	102T-F45L	102-13-2802	CSC

5.2 Collins Bay Institution

Item	Power	Model	Serial Number	Department
Yale	Propane	GDP080	D890598	CORCAN
Heli	Propane	H2000	23025G2248	CORCAN
Nissan 35	Propane	CPJ01A18PV	CPJ01-9N2543	CSC
Doosan	Propane	G30E3-5	FGA09-1790-02967	CSC

5.3 Pittsburgh Institution

Item	Power	Model	Serial Number	Department
Load Lifter Diesel	Diesel	2214B-8	1274	CORCAN
Nissan Propane	Propane	CRH02F30W	CRGH02-001321	CORCAN
TCM Propane	Propane	FG25N5T	A31T53904	CORCAN

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5.4 Bath Institution

Item	Power	Model	Serial Number	Department
Linde Diesel	Diesel	H35D	H2X393SO3366	CORCAN
Nissan Electric	Electric	OT40	B97-70199	CORCAN

5.5 Warkworth Institution

Item	Power	Model	Serial Number	Department
Yale	Propane	GR52LT302471	K1186GF	CORCAN
Hyster	Propane	H40XL	C177B10807N	CORCAN
Heli	Propane	FG70P	2303568604R3	CORCAN
Toyota	Propane	8FGCU18	12012	CORCAN
Toyota	Propane	8FGU32	14331	CORCAN
Clark	Propane	GCS17	C138MO1936405	CORCAN
Doosan – 2015	Propane	35C-5	FGA0E 17900-01182	CSC
Nissan - 1990	Propane	AH01A15V	AH01-000692	CSC
Catepillar - 2008	Electric	WP4500	90284314	CSC

5.6 Warehouse

Item	Power	Model	Serial Number	Department
Dockstocker	Electric	DL-45	DL4530207006	CORCAN
Clark	Propane	GPS25S	GP138MB-0049-6968	CORCAN
Crown	Electric	45RRTT	W49839	CORCAN
Caterpillar	Electric	F35	5EB03349	CORCAN
Caterpillar	Propane	T40D	8EB10957	CORCAN
Clark Electric	Electric	TMX17	TMX250-2796-9597	CORCAN

5.7 Construction

Item	Power	Model	Serial Number	Department
Clark	Propane	C500-Y40	Y355-137-1365	CORCAN

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6.0 List of Locations

Deliver to:	Invoice to:
CORCAN Construction 1455 Bath Road Kingston, Ontario	CORCAN Construction P.O. Box 7500 Kingston, Ontario K7L 5E6
CORCAN National Warehouse 1484 Centennial Drive Kingston, Ontario K7P 0K4	CORCAN National Warehouse Atten: Accounts Payable P.O. Box 1174 Kingston, Ontario K7L 4Y8
CORCAN Industries Same Addresses as below • Collins Bay • Millhaven • Bath • Joyceville • Joyceville – Minimum • Warkworth	CORCAN Industries Same Addresses as below Attn: CORCAN Business Manager
Collins Bay Institution 1455 Bath Road Kingston, Ontario Consignee Code: 21440	Correctional Service Canada Collins Bay Institution P.O. Box 190 Kingston, Ontario K7L 4V9
Collins Bay Institution Minimum Unit 1455 Bath Road Kingston, Ontario Consignee Code: 21441	Correctional Service Canada Collins Bay Institution Minimum Unit P.O. Box 7500 Kingston, Ontario K7L 5E6
Millhaven Institution Highway #33 Millhaven, Ontario Consignee Code: 21421	Correctional Service Canada Millhaven Institution P.O. Box 280 Bath, Ontario K0H 1G0
Bath Institution Highway #33 Millhaven, Ontario Consignee Code: 21423	Correctional Service Canada Bath Institution P.O. Box 1500 Bath, Ontario K0H 1G0
Joyceville Institution Highway #15 Joyceville, Ontario	Correctional Service Canada Joyceville Institution P.O. Box 880

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Consignee Code: 21450	Kingston, Ontario K7L 4X9
Joyceville Institution Minimum Unit Highway #15 Joyceville, Ontario Consignee Code: 21451	Correctional Service Canada Joyceville Institution Minimum Unit P.O. Box 880 Kingston, Ontario K7L 4X9
Warkworth Institution 15847 County Road 29 Warkworth, Ontario K0K 3K0 Consignee Code: 21460	Correctional Service Canada Warkworth Institution P.O. Box 760 Campbellford, Ontario K0L 1L0

ANNEX "B"

BASIS OF PAYMENT

Pricing Instructions

Bidders are to provide firm unit pricing for the items listed below:

The estimated usage as stated herein is an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods and services ordered and delivered.

All applicable taxes are not to be included in the pricing and will be extra at 13% and are to be shown as a separate item on all invoices.

Period of Standing Offer: Issuance to 31 October 2019

1.0 Services Required

Description	Unit of Issue	Estimated Usage	Pricing for Year #1 Issuance to 31 October 2017	Pricing for Year #2 01 November 2017 to 31 October 2018	Pricing for Year #2 01 November 2018 to 31 October 2019
Ministry of Labor Lifting Device Inspection	Each	25	\$ _____	\$ _____	\$ _____
Preventive Maintenance Program Lift Truck Quarterly (Refer to Annex A for list of life trucks)	Each	24	\$ _____	\$ _____	\$ _____
Service and Repair calls, including travel & overheard & first hour of labor. Regular hours 0800 – 1600 Monday to Friday	Per Hour	121	\$ _____	\$ _____	\$ _____

2.0 Material and Replacement Parts

The contractor is required to provide CORCAN with a written cost estimate for the repair including a list of materials and/or replacement parts with a cost for each item. The cost estimate must be approved by CORCAN before the contractor can proceed with the repair. (See Annex "A" paragraph 5 & 6).

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Material and replacement parts are to be OEM (with the exception of free issue) and will be charged out at the Manufacturer Suggested Retail Price, latest issue, less a discount of:

_____ % Year One

_____ % Year Two

_____ % Year Three

Estimated usage \$8,000.00 per year

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ANNEX "C"

ELECTRONIC PAYMENT INSTRUMENTS

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

A. 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.

B. Garage Automobile Liability Insurance

1. The Contractor must obtain Garage Automobile Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Garage Automobile Liability policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
 - c. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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234 Wellington Street, East Tower
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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

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amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.