



Bid Fax: (306) 975-5397

Offre à commandes individuelle régionale (OCIR)

Comments - Commentaires

Raison sociale et adresse du fournisseur/de l'entrepreneur

S7K 0E1

| | |
|--|---|
| Title - Sujet Commercial Maintenance Services | |
| Solicitation No. - N° de l'invitation W6704-17S103/A | Date 2017-02-06 |
| Client Reference No. - N° de référence du client W6704-17S103 | GETS Ref. No. - N° de réf. de SEAG PW-\$STN-203-4954 |
| File No. - N° de dossier STN-6-39029 (203) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-02-22 | Time Zone Fuseau horaire Central Standard Time CST |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: McDonald, Shannon M. | Buyer Id - Id de l'acheteur stn203 |
| Telephone No. - N° de téléphone (306)251-2684 () | FAX No. - N° de FAX (306)975-5397 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 4225 CROWCHILD TRAIL SW CALGARY Alberta T3E1T8 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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| Solicitation No. - N° de l'invitation W6704-17S103/A | Amd. No. - N° de la modif. File No. - N° du dossier STN-6-39029 | Buyer ID - Id de l'acheteur stn203 CCC No./N° CCC - FMS No./N° VME |
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This Standing Offer cannot be used for requirements in locations which fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and Comprehensive Land Claim Agreements.

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications 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 The Department of National Defence, 41 Service Battalion, Calgary, AB, requires a Regional Individual Standing Offer on as an required basis for vehicle repair services for Military Commercial off the Shelf (MilCOTS), Light Utility Vehicle (LUV) Wheeled vehicles. The period of the Standing Offer will be three (3) years from the date of Standing Offer issuance.

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

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates
M1004T (2016-01-28) Condition of Material – Offer

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 five (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 Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with 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 "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex A – Statement of Requirement.

4.1.2 Financial Evaluation

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

The total evaluated bid price will be determined as follows:

For Annex B – Basis of Payment line item 1:

The firm unit price for year 1 will be multiplied by the estimated annual usage hours to come up with **year 1 Estimated Labour Cost**;

The firm unit price for year 2 will be multiplied by the estimated annual usage hours to come up with **year 2 Estimated Labour Cost**;

The firm unit price for year 3 will be multiplied by the estimated annual usage hours to come up with **year 3 Estimated Labour Cost**;

Year 1, 2, and 3 Estimated Labour Cost will be aggregated to come up with the **Total Estimated Labour Expenditure**.

For Annex B – Basis of Payment line item 2:

The firm unit price discount percentage for year 1 will be multiplied by the Parts & Materials Estimated Annual Usage to come up with an estimated discount dollar amount. The estimated discount dollar amount will be deducted from the Parts & Materials Estimated Annual Usage come up with **year 1 Estimated Parts and Material Cost**;

The firm unit price discount percentage for year 2 will be multiplied by the Parts & Materials Estimated Annual Usage to come up with an estimated discount dollar amount. The estimated discount dollar amount will be deducted from the Parts & Materials Estimated Annual Usage to come up with **year 2 Estimated Parts and Material Cost**;

The firm unit price discount percentage for year 3 will be multiplied by the Parts & Materials Estimated Annual Usage to come up with an estimated discount dollar amount. The estimated discount dollar amount will be deducted from the Parts & Materials Estimated Annual Usage to come up with **year 3 Estimated Parts and Material Cost**;

Year 1, 2, and 3 Estimated Parts and Materials Cost will be aggregated to come up with the **Total Estimated Parts and Materials Expenditure**.

For Annex B – Basis of Payment line item 3:

Year 1 Estimated Labour Cost will be aggregated with year 1 Estimated Parts and Materials Cost to come up with year 1 Estimated Labour Parts & Materials Cost. The firm unit price percentage for year 1 will be multiplied by year 1 Estimated Labour Parts Materials Cost to come up with the **year 1 Estimated Shop Supplies Cost**;

Year 2 Estimated Labour Cost will be aggregated with year 2 Estimated Parts and Materials Cost to come up with year 2 Estimated Labour Parts & Materials Cost. The firm unit price percentage for year 2 will be multiplied by year 2 Estimated Labour Parts Materials Cost to come up with the **year 2 Estimated Shop Supplies Cost**;

Year 3 Estimated Labour Cost will be aggregated with year 3 Estimated Parts and Materials Cost to come up with year 3 Estimated Labour Parts & Materials Cost. The firm unit price percentage for year 3 will be multiplied by year 3 Estimated Labour Parts Materials Cost to come up with the **year 3 Estimated Shop Supplies Cost**;

Year 1, 2, and 3 Estimated Shop Cost will be aggregated to come up with the **Total Estimated Shop Supplies Expenditure**.

For Annex B – Basis of Payment line item 4:

The firm unit price percentage for year 1 will be multiplied by year 1 estimated Parts and Materials Expenditure to come up with the **year 1 estimated Environmental Disposal Fee**;

The firm unit price percentage for year 2 will be multiplied by year 2 estimated Parts and Materials Expenditure to come up with the **year 2 estimated Environmental Disposal Fee**;

The firm unit price percentage for year 3 will be multiplied by year 3 estimated Parts and Materials Expenditure to come up with the **year 3 estimated Environmental Disposal Fee**;

Year 1, 2, and 3 estimated Environmental Disposal Fee expenditure will be aggregated to come up with the **Total Estimated Environmental Disposal Fee Expenditure**.

Total Estimated Labour Expenditure, Total Estimated Parts and Materials Expenditure, Total Estimated Shop Supplies Expenditure, and Total Estimated Environmental Disposal Fee will be aggregated to come up with the **Total Evaluated Bid Price**.

4.2 Basis of Selection - Mandatory Technical Criteria Only

M0031T (2007-05-25) Basis of Selection - Mandatory Technical Criteria Only

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 Integrity Provisions - Declaration of Convicted Offences

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

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 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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

This Standing Offer cannot be used for requirements in locations which fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and Comprehensive Land Claim Agreements.

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 "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a 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 thirty (30) calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

(To be determined at Standing offer issuance)

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Shannon McDonald

Title: Procurement Officer

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Acquisitions

Address: #110, 101-22nd Street E

Saskatoon, Saskatchewan S7K 0E1

Telephone: 306-251-2684

Facsimile: 306-975-5397

E-mail address: Shannon.mcdonald@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

Solicitation No. - N° de l'invitation
W6704-17S103/A
Client Ref. No. - N° de réf. du client
W6704-17S103

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-6-39029

Buyer ID - Id de l'acheteur
stn203
CCC No./N° CCC - FMS No./N° VME

(To be provided at standing offer issuance.)

Name: _____
Title: _____
Organization: _____
Address: _____

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

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

6.5.3 Offeror's Representative
(to be completed by bidder)

Name: _____
Title: _____
Organization: _____
Address: _____

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defense, 41 Service Battalion, Calgary, AB.

6.8 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.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00. (Applicable Taxes included).

6.10 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04) General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment
- g) Annex C, Standing Offer Usage Report
- h) Annex D – Insurance Requirements
- i) the Offeror's offer dated _____ (insert date of offer)

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.

6.13 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 Alberta.

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.

6.3 Term of Contract

6.3.2 Delivery Date

Delivery 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 - Limitation of Expenditure

(To be determined at Standing Offer issuance)

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ To be determined . Customs duties are included and Applicable Taxes are extra.

6.5.2 Limitation of Price

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.

6.5.3 Single Payment

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

6.5.4 SACC Manual Clauses

C0705C (2010-01-11), Discretionary Audit
C0710C (2007-11-30) Time and Contract Price Verification
M3800C (2006-08-15) Estimates

6.5.5 Electronic Payment of Invoices – Call-up

(To be determined at Standing Offer issuance)

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

-
- a. The original and one (1) copy must be forwarded to the following address for certification and payment.
41 Service Battalion
General Sir Arthur Currie Bldg
4225 Crowchild Trail
Calgary AB T3E 1T8

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

[A9006C](#) (2012-07-16), Defence Contract
[B7500C](#) (2006-06-16), Excess Goods

ANNEX "A" - STATEMENT OF WORK

1. Background

Department of National Defence (DND), 41 Service Battalion (41 Svc Bn Maint) is responsible for the maintenance of approximately, Thirty Seven (37) 2003 GMC K25743HD (Chevrolet Silverado), Military Commercial Off The Shelf (MilCOTS), Light Utility Vehicle Wheeled (LUVW) in Calgary, Lethbridge, and Medicine Hat, Alberta.

2. Requirement

2.1 DND, 41 Service Battalion, requires a Regional Individual Standing Offer for the supply of all labour, materials, tools, equipment and supervision necessary to provide Vehicle repair including corrective and preventative maintenance, modifications and provision of replacement parts on MilCOTS LUVW on an "as required" basis.

2.2 The complete servicing and repair of this type of vehicle will be covered under this standing offer. This is to include, but is not limited to:

- a. Preventative Maintenance - Fluid and filter changes as required and an annual 60 point inspection with a written report of faults and an estimate of repairs required. Examples include but are not limited to inspection / lube, oil, filter)
- b. Corrective Maintenance - Repairs and/or diagnosis of the power train (engine/ transmission) brake system, cooling system, electrical and charging system, suspension and steering system, fuel system, exhaust system, lights, wipers, windshield, batteries, airbags, as well as any faults found on the annual 60 pt inspection.

During any work activity, part(s) and component(s) that require replacement should be replaced with new Original Equipment Manufacturer (OEM) parts only. If new OEM part(s) are not available, new OEM equivalent (similar fit, form, function and quality) parts may be used with prior written authorization from the Technical Authority.

- c. Modifications - Occasionally there might be a requirement to perform modifications to MilCOTS when deemed necessary by DND. If this is required, a proper modification instruction will be made available to the Offeror prior to the call-up and the choice will be theirs as to whether or not they are able to complete the modification. One example included but are not limited to is a battery cut off switch.

2.3 Location of Work

- a. Work will be performed at the Offeror's Facility. The Offeror facility must be located within 50 km from the 41 Svc Bn, General Sir Arthur Currie Building, 4225 Crowchild Trail, Calgary, Alberta.
- b. The Offeror's hours of business must be from Monday to Friday between the range of hours 07:00 – 18:00 (Minimum: Statutory holidays exempt).
- c. DND will be responsible for delivery and pick up of the vehicle, to and from the place of repair. The vehicle may be required to stay on site at the Offeror's location until parts are ordered and arrived. Then the work can be scheduled.

- 2.4 The Offeror must be able to access GM parts and technical specifications, including unique GM Defense parts. Due to the specific needs of the vehicles, only authorized GM dealers are able to provide all aspects of the requirements.

3. Payment

Offeror must be willing to accept Automotive Resources International (ARI) Fleet Card or must be willing to set up an account with ARI as a means of payment for all work. ARI Fleet Card will be used for invoice payments that are up to and including \$10,000.00, including applicable taxes. Should an invoice be in excess of \$10,000.00, including applicable taxes, the entire payment will be made by cheque or direct deposit.

4. Technical Qualifications

All maintenance and repair work must be performed by licensed technicians or apprentices under the direct supervision of a licensed technician that is qualified for the type of equipment that required repairs.

To work as an Automotive Service Technician in Alberta, a person must be a registered apprentice, an Alberta certified journeyman, or hold a valid recognized credential. Certification must be provided upon request from the technical authority. Recognized credentials may be found on the Alberta Apprentice and Industry Training Website at: <http://tradesecrets.alberta.ca/experiencedworkers/recognized-trade-certificate/?trade=009>

5. Response Time

- a. Preventative Maintenance - The Offeror must be able to respond and provide Preventative Maintenance within five (5) business days from receipt of call up against standing offer.
- b. Corrective Maintenance - The Offeror must be able to respond with a detailed estimate of repairs including a list of parts within five (5) business days upon receipt of a call up against the standing offer. The Offeror must be able to complete the Corrective Maintenance within an agreed upon time frame between Technical Authority and the Offeror.
- c. Modifications - The Offeror must be able to respond and provide Modifications within five (5) business days from receipt of call up against standing offer.

6. Notification

If, while conducting any approved work, it is discovered that additional unforeseen work is required, the Offeror must advise the Technical Authority with a written description of the work, the cost, and the completion date estimate for the additional work. The Offeror must not commence any additional work without prior written authorization from the Technical Authority via completed authorized call-up.

7. Quality Assurance Standards

The Offeror must troubleshoot and inspect equipment to detect faults and malfunctions, determine extent of repair required, adjust equipment and repair or replace defective parts to restore to fully functional operation; test repaired equipment for proper performance as per OEM specifications.

Where applicable, the Offeror must perform vehicle inspections and provide written certification in accordance with DND, Provincial and or National standards. For commercial vehicle inspection adherence to the Commercial Vehicle Maintenance Standards is mandatory.

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All repair parts used for the repairs must be the same form, fit, function and quality as the original parts. If the material and or repair parts are not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition and approved in writing by the Technical Authority for use.

8. Deliverables

A detailed list/breakdown of all parts, labour, materials, supplies and narrative of what work was carried out on each call up against a standing offer. Where applicable and requested, written certification must be provided to support any inspections performed by the Offeror where Departments, Provincial or National standards are required.

9. Acceptance

Once the Technical Authority is satisfied that the work completed is in accordance with the requested service and the call up against the standing offer, invoices will be processed. Acceptance will be based on an inspection by DND which the Offeror will be able to observe if necessary. This inspection will be based on DND's roadworthiness inspection

Refer to the Compliance Matrix for the complete performance specifications and instructions that must be satisfied in order for a bid to be deemed responsive.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
6. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

| Item # | Performance Specification | Status (M) Mandatory | Performance Specification Met? Indicate either Yes/No | Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this information in this column | Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents. |
|--------|---|-------------------------|--|--|---|
| 1 | Mandatory Operational Criteria | | | | |
| | The Offeror must be able to access GM parts and technical specifications, including unique GM Defense parts. Due to the specific needs of the vehicles, only authorized GM dealers are able to provide all aspects of the requirements. | M | | | |
| 2 | Offeror must be able to perform work in ALL of the following major areas: | | | | |
| | a. engines/ Powertrain | M | | | |
| | b. steering, brakes and suspension | M | | | |
| | c. hydraulics and hydrostatics | M | | | |
| | d. electrical systems | M | | | |
| | e. adjustments and lubrication | M | | | |
| | g. emission control and testing | M | | | |
| | h. body, chassis, frame and components | M | | | |
| | i. Cooling system, fuel system, exhaust system, lights, wipers, windshield, batteries, airbags | M | | | |
| 3 | Offeror must have the capacity and capability to undertake: repair, overhaul, maintenance, diagnostic and inspection within the following areas: | | | | |
| | a: Preventative Maintenance | M | | | |
| | b. Corrective maintenance | M | | | |
| 4 | Individuals assigned by the Offeror to perform the work must possess current valid certification to perform the work or be registered as an apprentice under the supervision of an individual in possession of a valid certificate of qualification | M | | | |

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| | | | | | |
|---|---|---|--|--|--|
| 5 | Within (2) weeks of issuance of a Standing Offer Agreement the Offeror must initiate the process to register and with ARI Canada ARI TruckServe®, for vehicle fleet maintenance, custom-designed solutions for certified coordinator with experience in medium/heavy duty truck repair. | M | | | |
|---|---|---|--|--|--|

ANNEX "B" - BASIS OF PAYMENT

** The estimated quantities listed herein are estimated usages, are for evaluation purpose only and will not form part of the final Standing Offer. Actual usage may vary from the amounts shown.

| Item | Description (A) | Estimated Annual Usage (B) | Unit Price Year 1 (from date of standing offer issuance to 'date to be determined) (C) | Unit Price Year 2 (date to be determined) (D) | Unit Price Year 3 (dates to be determined) (E) |
|------|--|-------------------------------------|---|---|--|
| 1 | Labour Cost | 200 hours | \$ _____ /hr | \$ _____ /hr | \$ _____ /hr |
| 2 | Parts & Materials Prices as listed in your current published price list less a discount of percentage | \$15,000.00 | % _____ | % _____ | % _____ |
| 3 | Shop Supplies To be charged based on a percentage of labour and Parts & Materials cost invoiced. | | _____ % | _____ % | _____ % |
| 4 | Environmental/ Disposal Fee To be charged based on a percentage of Parts & Materials cost invoiced | | _____ % | _____ % | _____ % |

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ANNEX C - STANDING OFFER USAGE REPORT

Return to:
Public Works and Government Services Canada
Facsimile: (306) 975-5397
Email: WST-PA-CAL@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

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.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:
STANDING OFFER NO:
DEPARTMENT OR AGENCY:

REPORTING PERIOD:

| Item No. | Call-Up/contract No. Description | Value of the Call-Up/Contract | GST/HST |
|--|-------------------------------------|-------------------------------|---------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| (A) Total Dollar Value Call-ups for this reporting period: | | | |
| (B) Accumulated Call-Up totals to date: | | | |
| (A+B) Total Accumulated Call-Ups: | | | |

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME:
TELEPHONE NO.:

SIGNATURE:

DATE

ANNEX "D" - INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2. Automotive Liability Insurance

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,*

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*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.

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

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)
- ☐ () ARI Fleet Card