

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

**Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067**

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

### Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Automotive Washing Services	
<b>Solicitation No. - N° de l'invitation</b> W0114-185497/A	<b>Date</b> 2017-06-14
<b>Client Reference No. - N° de référence du client</b> W0114-18-5497	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-535-7218
<b>File No. - N° de dossier</b> KIN-7-48016 (535)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-07-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carriere, Nancy	<b>Buyer Id - Id de l'acheteur</b> kin535
<b>Telephone No. - N° de téléphone</b> (613)545-8764 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE ILS RCVG 5 SOMME AVE KINGSTON Ontario K7K7B4 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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W0114-185497/A  
Client Ref. No. - N° de réf. du client  
W0114-18-5497

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-7-48016

Buyer ID - Id de l'acheteur  
KIN535  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 and any other annexes

### **1.2 Summary**

**1.2.1** The Department of National Defence, Logistics Support Section, Base Transport has a requirement for the contractor to provide all labour, material and equipment for the exterior washing only, of highway coaches, activity buses, and full size SMP vehicles. These vehicles are to be brought to the Contractor's location. The requirement will also include the cleaning of the septic system of the highway coaches, on an "as and when required" basis.

It is the intention of Canada to issue one (1) Regional Individual Standing Offer for this request.

The location of the Offerors work site must be within 30 kilometer radius of CFB Kingston.

The resulting Standing Offer will be from issuance to two (2) years later with the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year periods.

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### 1.3 Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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: Technical Offer (one (1) hard copy)

Section II: 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: 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 "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.

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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**

The Offeror must comply with the Mandatory Technical Criteria specified below. The Offeror must provide in their proposal the necessary documentation to support and demonstrate compliance with the following mandatory technical criteria:

- a) The Offeror must be within a thirty (30) kilometer radius of CFB Kingston, Kingston, Ontario.

Offerors that do not meet the mandatory technical criteria will be declared non-responsive and will not be given any further consideration.

#### **4.1.1.2 Mandatory Financial Criteria**

Any Offer which fails to meet the following mandatory financial requirements will be deemed non-responsive and will receive no further consideration:

- a) Pricing must be provided for all items as listed in the Pricing Basis. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- b) Offers must not contain any alteration to the Pricing Basis other than the addition of the Offeror's unit prices.
- c) Offers must not contain any condition or qualification placed upon the offer.
- d) Pricing must be firm in Canadian currency, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.1.2 Financial Evaluation**

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

**4.1.2.2** Financial offers will be evaluated on an aggregate basis based on the estimated usages provided in Annex "B", Basis of Payment.

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**Definition of Aggregate:** The Offeror's item prices are multiplied by the estimated usage's to arrive at an extended price. The aggregate value is the sum of all the extended prices for all pricing periods, including any and all optional periods.

## **4.2 Basis of Selection**

- 4.2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

## **PART 5 – CERTIFICATIONS 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 [Ineligibility 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) (<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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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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 - INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **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 "B". 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

The quarterly reporting periods are defined as follows:

1st quarter: July 1 to September 30;

2nd quarter: October 1 to December 31;

3rd quarter: January 1 to March 31;

4th quarter: April 1 to June 30.

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



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## **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 issuance to 30 June 2019.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Nancy Carrière  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Address: 86 Clarence Street  
Kingston, Ontario  
K7L 1X3  
Telephone: 613-545-8764  
Facsimile: 613-545-8067  
E-mail address: nancy.carriere@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.

### **7.5.2 Project Authority**

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

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

### 7.5.3 Offeror's Representative

#### Contractor's Representative (To be completed by the offeror)

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

### 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Integrated Logistics Transport Section, CFB Kingston, Kingston, Ontario.

### 7.7 Call-up Procedures and Instrument

Only one Standing Offer is authorized for use. This 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.

### 7.8 Limitation of Call-ups

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

### 7.9 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 D, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

### 7.10 Certifications and Additional Information

#### 7.10.1 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.

Solicitation No. - N° de l'invitation

W0114-185497/A

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

W0114-18-5497

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-7-48016

Buyer ID - Id de l'acheteur

KIN535

CCC No./N° CCC - FMS No./N° VME

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## **7.11 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**

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

When payment by credit card is accepted by the offeror, Section 13 Interest on Overdue Accounts, of 2010C (2016-04-04), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

### **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 Contract, the Contractor will be paid a firm unit price, as specified in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### **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 [H1000C](#) (2008-05-12) Single Payment

#### **7.4.4 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

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.

## 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.

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Exterior Washing and Bus Septic System Cleaning For a Variety of Military and Commercial Vehicles**

##### **1.0 Scope**

##### **1.1 Objective**

The Department of National Defence (DND), Canadian Forces Base (CFB) Kingston, located in Kingston, Ontario requires a contractor to provide all labor, material and equipment for Exterior Washing and Bus Septic System Cleaning for a variety of Military and Commercial Vehicles.

##### **1.2 Background**

CFB Kingston is made of numerous lodger units which are located throughout the Kingston area that require a contractor to provide all labor, material and equipment for Exterior Washing and Bus Septic System Cleaning for a variety of Military and Commercial Vehicles on an "as and when required" basis to satisfy daily requirement of vehicle cleaning.

##### **2.0 Requirements**

##### **2.1 Requirements**

CFB Kingston has a requirement for a two (2) year Regional Individual Standing Offer (RISO) with an option for up to two (2) additional one (1) year periods to be used by the numerous lodger units located in the Kingston area on an "as and when required" basis for all labor, material and equipment for Exterior Washing for a variety of Military and Commercial Vehicles as identified 2.1.2 Service list Category 1 and for Exterior Washing and Bus Septic System Cleaning for a variety of Military and Commercial Vehicles as identified 2.1.2 Service list Category 2.

The Offeror's facility must be within a 30 kilometer radius of CFB Kingston, Kingston, Ontario.

## 2.1.3 Service List

### Category 1

Service	Vehicle Type	Description
Exterior Washing includes: Soap wash and rinse of vehicles exterior body, windows, wheel well and rims	Trucks	2 Ton Cube Vans
		2 Ton Stake/Van
		3 Ton Van
		5 Ton Van
		5 Ton Line Maintenance Service Vehicle
		7 Ton Flat Deck (Hiab)
		Semi-Tractor
		Tractor
	Trailer	53 Foot Trailer
		Flat Deck Trailer
		Tilt Deck Trailer
		1/4 Ton Utility
		3/4 Ton Utility
		1 1/2 Ton Utility
	Standard Military Pattern (SMP)	G-Wagon (LUVW)
		Utility Vehicle (4 x 4)
		Light Support Vehicle Wheeled (LSVW, 1.5 Ton, 4 x4)
		Milcot Crew Cab ( 4 x 4)
		Medium Logistics Vehicle Wheeled (MLVW, 2.5 Ton, 6 x 6)
		Medium Support Vehicle System (MSVS, 9.5 Ton, 6 x 6)
		Heavy Logistics Vehicle Wheeled (HLVW, 10 Ton, 6 x 6)
		Light Armoured Vehicle (LAV)
		Bission
	Standard Civilian Pattern Vehicles	Standard Commercial Cars
		Standard Commercial Vans
		Standard Commercial SUV's
		Standard Commercial Trucks ( 1/2 or 3/4 Ton)

**Category 2**

<b>Service</b>	<b>Vehicle Type</b>	<b>Description</b>
<b>Exterior Washing includes: Soap wash and rinse of vehicles exterior body, windows, wheel well and rims</b>	<b>Bus</b>	Highway Coaches
		Activity Buses
		School Buses
		Shuttle Buses
		Mini Cruiser
		15 PAX Mini Buses
<b>Bus Septic System Cleaning (system will be empty by customer before cleaning by Offeror) includes confirmation of complete drainage of septic system, fresh water flush and refill of septic system with fresh water and toilet deodorizer</b>	<b>Bus</b>	Highway Coaches



## ANNEX "B"

### BASIS OF PAYMENT

All prices are FOB Destination. Applicable taxes are extra and will be shown as a separate item on each invoice. The Identified User will be invoices on a monthly basis indication the Canadian Forces Registration (CFR) or licence plate numbers as well as the date and unit if equipment arriving to be cleaned.

*Estimated Usages are for evaluation purposes only. All information in italics will be removed for any resultant contract.*

#### Category 1

**A. Exterior Washing – includes soap wash and rinse of vehicle exterior body, windows, wheel wells and rims.**

#### Year #1 – Issuance to 30 June 2018

Item #	Vehicle Type	Description	Estimated Usage	Unit Price per Service
1	Trucks	2 Ton Cube Vans	2	\$
2		2 Ton Stake/Van	2	\$
3		3 Ton Van	4	\$
4		5 Ton Van	4	\$
5		5 Ton Line Maintenance Service Vehicle	2	\$
6		7 Ton Flat Deck (Hiab)	2	\$
7		Semi-Tractor	2	\$
8		Tractor	6	\$
9	Trailer	53 Foot Trailer	2	\$
10		Flat Deck Trailer	2	\$
11		Tilt Deck Trailer	2	\$
12		¼ Ton Utility	20	\$
13		¾ Ton Utility	20	\$
14		1 ½ Ton Utility	20	\$
15	Standard Military Pattern (SMP)	G-Wagon (LUVW)	20	\$
16		Utility Vehicle (4x4)	20	\$
17		Light Support Vehicle Wheeled (LSVW, 1.5 Ton, 4x4)	20	\$

18		Milcot Crew Cab (4x4)	20	\$
19		Medium Logistics Vehicle Wheeled (MLVW, 2.5 Ton, 6x6)	20	\$
20		Medium Support Vehicle System (MSVS, 9.5 ton, 6x6)	20	\$
21		Heavy Logistics Vehicle Wheeled (HLVW, 10 Ton, 6x6)	20	\$
22		Light Armoured Vehicle (LAV)	20	\$
23		Bission	4	\$
24	<b>Standard Civilian Pattern Vehicles</b>	Standard Commercial Cars	20	\$
25		Standard Commercial Vans	20	\$
26		Standard Commercial SUVs	20	\$
27		Standard Commercial Trucks (½ or ¾ ton)	20	\$

**Year #2 – 01 July 2018 to 30 June 2019**

Item #	Vehicle Type	Description	Estimated Usage	Unit Price per Service
1	Trucks	2 Ton Cube Vans	2	\$
2		2 Ton Stake/Van	2	\$
3		3 Ton Van	4	\$
4		5 Ton Van	4	\$
5		5 Ton Line Maintenance Service Vehicle	2	\$
6		7 Ton Flat Deck (Hiab)	2	\$
7		Semi-Tractor	2	\$
8		Tractor	6	\$
9	Trailer	53 Foot Trailer	2	\$
10		Flat Deck Trailer	2	\$
11		Tilt Deck Trailer	2	\$
12		¼ Ton Utility	20	\$
13		¾ Ton Utility	20	\$
14		1 ½ Ton Utility	20	\$
15	Standard Military Pattern (SMP)	G-Wagon (LUVW)	20	\$
16		Utility Vehicle (4x4)	20	\$
17		Light Support Vehicle Wheeled (LSVW, 1.5 Ton, 4x4)	20	\$
18		Milcot Crew Cab (4x4)	20	\$
19		Medium Logistics Vehicle Wheeled (MLVW, 2.5 Ton, 6x6)	20	\$
20		Medium Support Vehicle System (MSVS, 9.5 ton, 6x6)	20	\$
21		Heavy Logistics Vehicle Wheeled (HLVW, 10 Ton, 6x6)	20	\$
22		Light Armoured Vehicle (LAV)	20	\$
23		Bission	4	\$
24	Standard Civilian Pattern Vehicles	Standard Commercial Cars	20	\$
25		Standard Commercial Vans	20	\$
26		Standard Commercial SUVs	20	\$
27		Standard Commercial Trucks (½ or ¾ ton)	20	\$

**Option Year #1 – 01 July 2019 to 30 June 2020**

Item #	Vehicle Type	Description	Estimated Usage	Unit Price per Service
1	Trucks	2 Ton Cube Vans	2	\$
2		2 Ton Stake/Van	2	\$
3		3 Ton Van	4	\$
4		5 Ton Van	4	\$
5		5 Ton Line Maintenance Service Vehicle	2	\$
6		7 Ton Flat Deck (Hiab)	2	\$
7		Semi-Tractor	2	\$
8		Tractor	6	\$
9	Trailer	53 Foot Trailer	2	\$
10		Flat Deck Trailer	2	\$
11		Tilt Deck Trailer	2	\$
12		¼ Ton Utility	20	\$
13		¾ Ton Utility	20	\$
14		1 ½ Ton Utility	20	\$
15	Standard Military Pattern (SMP)	G-Wagon (LUVW)	20	\$
16		Utility Vehicle (4x4)	20	\$
17		Light Support Vehicle Wheeled (LSVW, 1.5 Ton, 4x4)	20	\$
18		Milcot Crew Cab (4x4)	20	\$
19		Medium Logistics Vehicle Wheeled (MLVW, 2.5 Ton, 6x6)	20	\$
20		Medium Support Vehicle System (MSVS, 9.5 ton, 6x6)	20	\$
21		Heavy Logistics Vehicle Wheeled (HLVW, 10 Ton, 6x6)	20	\$
22		Light Armoured Vehicle (LAV)	20	\$
23		Bission	4	\$
24	Standard Civilian Pattern Vehicles	Standard Commercial Cars	20	\$
25		Standard Commercial Vans	20	\$
26		Standard Commercial SUVs	20	\$
27		Standard Commercial Trucks (½ or ¾ ton)	20	\$

**Option Year #2 – 01 July 2020 to 30 June 2021**

Item #	Vehicle Type	Description	Estimated Usage	Unit Price per Service
1	Trucks	2 Ton Cube Vans	2	\$
2		2 Ton Stake/Van	2	\$
3		3 Ton Van	4	\$
4		5 Ton Van	4	\$
5		5 Ton Line Maintenance Service Vehicle	2	\$
6		7 Ton Flat Deck (Hiab)	2	\$
7		Semi-Tractor	2	\$
8		Tractor	6	\$
9	Trailer	53 Foot Trailer	2	\$
10		Flat Deck Trailer	2	\$
11		Tilt Deck Trailer	2	\$
12		¼ Ton Utility	20	\$
13		¾ Ton Utility	20	\$
14		1 ½ Ton Utility	20	\$
15	Standard Military Pattern (SMP)	G-Wagon (LUVW)	20	\$
16		Utility Vehicle (4x4)	20	\$
17		Light Support Vehicle Wheeled (LSVW, 1.5 Ton, 4x4)	20	\$
18		Milcot Crew Cab (4x4)	20	\$
19		Medium Logistics Vehicle Wheeled (MLVW, 2.5 Ton, 6x6)	20	\$
20		Medium Support Vehicle System (MSVS, 9.5 ton, 6x6)	20	\$
21		Heavy Logistics Vehicle Wheeled (HLVW, 10 Ton, 6x6)	20	\$
22		Light Armoured Vehicle (LAV)	20	\$
23		Bission	4	\$
24	Standard Civilian Pattern Vehicles	Standard Commercial Cars	20	\$
25		Standard Commercial Vans	20	\$
26		Standard Commercial SUVs	20	\$
27		Standard Commercial Trucks (½ or ¾ ton)	20	\$

## Category 2

- A. Exterior Washing – includes soap wash and rinse of vehicle exterior body, windows, wheel wells and rims.**
- B. Bus Septic System Cleaning – (system will be empty by customer before cleaning by Offeror) includes confirmation of complete drainage septic system, fresh water flush and refill of septic system with fresh water and toilet deodorizer.**

**Year #1 – Issuance to 30 June 2018**

Service	Vehicle Type	Description	Estimated Usage	Unit Price Per Service
<b>Exterior Washing includes: Soap wash and rinse of vehicles exterior body, windows, wheel well and rims</b>	<b>Bus</b>	Highway Coaches	4	\$
		Activity Buses	5	\$
		School Buses	1	\$
		Shuttle Buses	2	\$
		Mini Cruiser	2	\$
		15 PAX Mini Buses	2	\$
<b>Bus Septic System Cleaning (system will be empty by customer before cleaning by Offeror) includes confirmation of complete drainage of septic system, fresh water flush and refill of septic system with fresh water and toilet deodorizer</b>	<b>Bus</b>	Highway Coaches	4	\$

**Year #2 – 01 July 2018 to 30 June 2019**

<b>Service</b>	<b>Vehicle Type</b>	<b>Description</b>	<b><i>Estimated Usage</i></b>	<b>Unit Price Per Service</b>
<b>Exterior Washing includes: Soap wash and rinse of vehicles exterior body, windows, wheel well and rims</b>	<b>Bus</b>	Highway Coaches	4	\$
		Activity Buses	5	\$
		School Buses	1	\$
		Shuttle Buses	2	\$
		Mini Cruiser	2	\$
		15 PAX Mini Buses	2	\$
<b>Bus Septic System Cleaning (system will be empty by customer before cleaning by Offeror) includes confirmation of complete drainage of septic system, fresh water flush and refill of septic system with fresh water and toilet deodorizer</b>	<b>Bus</b>	Highway Coaches	4	\$

**Option Year #1 – 01 July 2019 to 30 June 2020**

<b>Service</b>	<b>Vehicle Type</b>	<b>Description</b>	<b><i>Estimated Usage</i></b>	<b>Unit Price Per Service</b>
<b>Exterior Washing includes: Soap wash and rinse of vehicles exterior body, windows, wheel well and rims</b>	<b>Bus</b>	Highway Coaches	4	\$
		Activity Buses	5	\$
		School Buses	1	\$
		Shuttle Buses	2	\$
		Mini Cruiser	2	\$
		15 PAX Mini Buses	2	\$
<b>Bus Septic System Cleaning (system will be empty by customer before cleaning by Offeror) includes confirmation of complete drainage of septic system, fresh water flush and refill of septic system with fresh water and toilet deodorizer</b>	<b>Bus</b>	Highway Coaches	4	\$

**Option Year #2 – 01 July 2020 to 30 June 2021**

<b>Service</b>	<b>Vehicle Type</b>	<b>Description</b>	<b><i>Estimated Usage</i></b>	<b>Unit Price Per Service</b>
<b>Exterior Washing includes: Soap wash and rinse of vehicles exterior body, windows, wheel well and rims</b>	<b>Bus</b>	Highway Coaches	4	\$
		Activity Buses	5	\$
		School Buses	1	\$
		Shuttle Buses	2	\$
		Mini Cruiser	2	\$
		15 PAX Mini Buses	2	\$
<b>Bus Septic System Cleaning (system will be empty by customer before cleaning by Offeror) includes confirmation of complete drainage of septic system, fresh water flush and refill of septic system with fresh water and toilet deodorizer</b>	<b>Bus</b>	Highway Coaches	4	\$



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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

#### 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 Insured's: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. 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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**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.