



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions Travaux publics et Services  
gouvernementaux Canada

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

**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 Canada - Western  
Region  
Victory Building/Édifice Victory  
Room 310/pièce 310  
269 Main Street/269 rue Main  
Winnipeg  
Manitoba  
R3C 1B3

<b>Title - Sujet</b> Vehicle System Maintenance	
<b>Solicitation No. - N° de l'invitation</b> W3666-20H047/B	<b>Date</b> 2020-07-30
<b>Client Reference No. - N° de référence du client</b> W3666-20H047	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-120-11058
<b>File No. - N° de dossier</b> WPG-9-42198 (120)	<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 2020-08-25</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Aquino, Jill	<b>Buyer Id - Id de l'acheteur</b> wpg120
<b>Telephone No. - N° de téléphone</b> (431)373-1718 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CURRIE BUILDING 41 SVC BN - MAINTEN 4225 CROWCHILD TRAIL SW 4225 CROWCHILD TRAIL S.W. 4225 Crowchild Trail S.W. CALGARY Alberta T3E1T8 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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation  
W3666-20H047/B  
Client Ref. No. - N° de réf. du client  
W3666-20H047

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-9-42198

Buyer ID - Id de l'acheteur  
WPG120  
CCC No./N° CCC - FMS No./N° VME

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**This bid solicitation cancels and supersedes previous bid solicitation number W3666-20H047/A dated 2020-06-24 with a closing of 2020-08-13 at 14:00 Central Daylight Time (CDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

**VEHICLE SYSTEM MAINTENANCE  
(CALGARY, LETHBRIDGE and RED DEER, ALBERTA)**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

### **1.2 Summary**

The Department of National Defence (DND) has a requirement for Field Services representative and Technical Support to perform inspections, repairs, and to maintain the Military Commercial of the Shelf (MILCOT) — Medium Support Vehicle System (MSVS) and Components on an “as and when” requested basis for the 41 Svc Bn on behalf of multiple 41 Canadian Brigade Group units located in Calgary, Lethbridge and Red Deer, Alberta.

The period of the Standing Offer(s) will be one (1) year from approximately September 30, 2020 to September 29, 2021, with two (2) optional, 1-year periods to extend the Standing Offer.

Up to two (2) Standing Offers may issued for this Request For Standing Offer (RFSO), one for each area of service delivery.

As DND will be responsible for transporting the vehicles to the Contractors facility; the Contractors must be located within a 50 kilometer distance from the General Sir Arthur Currie Building in Calgary, Alberta and/or within a 60 kilometer distance from Vimy Ridge Armouries in Lethbridge, Alberta and/or within a 50 kilometer distance from the Cormack Armoury in Red Deer, Alberta.

1.2.1 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 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.

### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## 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](#) (2020-05-28) 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

### 2.1.1 SACC Manual Clauses

M0019T (2007-05-25) Firm Price and/or Rates

### 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:  
**PWGSC Western Region Bid Receiving Unit**

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:  
[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction 2006, or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect. It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date. Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

### 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: 2019-01](#) 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.

#### **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 Manitoba.

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.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

#### 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.

### 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

- a) Ability to perform the full scope of work described in Annex "A"- Statement of Work.
- b) Ability to meet all mandatory requirements in Annex A – Compliance Matrix.

#### 4.1.2 Financial Evaluation

**The total evaluated bid price for Table 1 (Calgary, AB) will be determined as follows:**

For Annex B – Basis of Payment, Table 1, 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**.

**The total evaluated bid price for Table 2 (Lethbridge, AB) will be determined as follows:**

For Annex B – Basis of Payment, Table 2, 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**.

**The total evaluated bid price for Table 3 (Red Deer, AB) will be determined as follows:**

For Annex B – Basis of Payment, Table 3, 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**.

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price-Bid

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

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.

Up to three (3) Standing Offers may be issued for this Request For Standing Offer (RFSO), one for each area of service delivery. One (1) Standing Offer will be issued to the responsive offer with the lowest evaluated price for Calgary, Alberta, one (1) Standing Offer will be issued to the responsive offer with the lowest evaluated price for Lethbridge, Alberta, and one (1) Standing Offer will be issued to the responsive offer with the lowest evaluated price for Red Deer, Alberta.

Should the same Offeror be the responsive offer with the lowest evaluated price for two or all areas of service delivery, one (1) Standing Offer will be issued to that Offeror.

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## **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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

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## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 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 C.

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 fulfill the requirement 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](#) (2017-06-21) 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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30

- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from date of issuance to September 29, 2021 inclusive.

### **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), 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 15 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: Jill Aquino  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: Room 310, 269 Main Street  
Winnipeg, MB R3C 1B3

Telephone: 431-373-1718  
Facsimile: 204-983-7796  
E-mail address: [Jill.Aquino@pwgsc-tpsgc.gc.ca](mailto:Jill.Aquino@pwgsc-tpsgc.gc.ca)

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

## 7.5.2 Project Authority

The Project Authority for the Standing Offer is: ***(To be inserted at Standing Offer issuance)***

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.

## 7.5.3 Offeror's Representative – (to be filled out by bidder)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defense, 41 Service Battalion, Calgary, AB

## 7.8 Call-up Instrument

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offeror
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$\_(**To be inserted at Standing Offer issuance**)\_ (Applicable Taxes included).

## 7.10 Financial Limitation

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

## 7.11 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](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's offer dated \_\_\_\_\_.

## 7.12 Certifications and Additional Information

### 7.12.1 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.

## 7.13 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 Manitoba.

## **7.14 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2020-05-28), 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 period of the Contract is from date of Contract to **TBD** inclusive.

#### **7.3.2 Delivery Date**

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

### **7.4 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.5 Payment

### 7.5.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm lot price(s)*, as specified in Annex B for a cost of \$ ***TBD***. 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.

### 7.5.3 Single Payment

SACC Manual Clause [H1000C](#) (2008-05-12) Single Payment

### 7.5.4 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department  
[C0705C](#) (2010-01-11), Discretionary Audit  
[C0710C](#) (2007-11-30) Time and Contract Price Verification  
[M3800C](#) (2006-08-15) Estimates

### 7.5.5 Electronic Payment of Invoices – Call-up

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

## 7.6 Invoicing Instructions

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

## 7.7 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.

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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.

## **7.8 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **7.9 SACC Manual Clauses**

[A9006C](#) (2012-07-16), Defence Contract

## 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 Two (32) Medium Support Vehicle System (MSVS) trucks in Calgary, Lethbridge, and Red Deer, AB.

#### 2. Requirement

- 2.1. The Canadian Forces at 41 Service Battalion requires a Regional Individual Standing Offer (RISO) for the supply of all labour, materials, tools, equipment, and supervision necessary to provide MSVS repair services on an "as required" basis" in Calgary, Lethbridge, and Red Deer Alberta

The MSVS contains the following components:

- a. International MaxxForce Engine
- b. Allison Transmission
- c. Navistar Workstar 7400 Chassis Cab

- 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 Commercial Vehicle Inspection (CVI) or an inspection similar to the CVI, which will be provided by DND. A written report of faults and a cost estimate of repairs required must be provided with the inspection.
- b. Corrective Maintenance - Repairs and/or diagnosis of the power train (engine/ transmission) brake system, cooling system, electrical and charging system (12V & 24V), suspension and steering system, fuel system, exhaust system, lights, wipers, windshield, batteries, airbags, minor body work and refinishing, as well as any faults found on the annual inspection.

During any work activity, part(s) and component(s) that require replacement must 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 MSVS when deemed necessary by DND. If this is required, a proper modification instruction will be made available to the offeror prior to issuing a call up against standing offer and the offeror will have the right to decline should they not be able to complete the modification. Some examples of these modifications would include but are not limited to Battery cut off switch and Cargo area lighting system.

- 2.3 The Offeror must:

- a. Have all diagnostic tooling required to properly diagnose faults on International MaxxForce Engines and Allison Transmissions.

- b. Be able to supply and install Navistar Defense Parts for the MSVS. Some examples of these parts include but are not limited to Electrical Master Switch and Slave Receptacle.
- c. Supply the correct paint required when refinishing replacement parts of the MSVS. Paint must be an exact colour match is supplied AkzoNobel Car Refinishes or equivalent quality product.

#### 2.4 Location of Work

- a. Work will be performed at the Offeror's Repair Facility.
- b. The Offeror's facility must be located within:
  - i. 50 km from  

General Sir Arthur Currie Building  
4225 Crowchild Trail SW  
Calgary, Alberta T3K 7K4; or
  - ii. 60 km from  

Vimy Ridge Armouries  
337 Stubb Ross Road  
Lethbridge, Alberta T1K 7N3; or
  - iii. 50 km from  

Cormack Armoury  
4402 – 55 Street  
Red Deer, AB T4N 2H1
- c. DND will be responsible for delivery and pick up of the vehicle, to and from the place of Offeror's Facility The vehicle may be required to stay on site at the offeror's location until parts are ordered and arrived.
- d. The Offeror's hours of business must be from Monday to Friday between the range of hours 07:00 – 18:00 (Statutory holidays exempt).

### 3. Technical Qualifications

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

To work as a Heavy Equipment 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>

### 4. 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. (Inspection / Lube, Oil, Filter)

- b. Corrective Maintenance - The Offeror must be able to respond with a detailed estimate of repairs including a list 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 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. A proper modification instruction will be made available to the offeror prior to issuing a call up against standing offer and the offeror will have the right to decline should they not be able to complete the modification

## **5. Notification**

If, while conducting any approved work, it is discovered that additional unforeseen work has to be performed, 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.

## **6. 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; clean, lubricate and perform OEM recommended maintenance.

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. All vehicle repairs will be conducted in accordance with the OEM vehicle manufacturer specifications.

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.

## **7. 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.

## **8. 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

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

## **COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS**

### **Instructions to Offerors**

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Offerors which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Offerors should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Offeror should demonstrate their capability in a thorough, concise and clear manner.
4. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the bid solicitation or stating, without any substantiating information, that an offeror is compliant will not be sufficient.
5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Offeror should prepare a written narrative complete with a detailed explanation of how its offer demonstrates technical compliance. All substantiating information should be provided with the offer at solicitation closing date. It is the Offerors responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Offeror 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 offer non-responsive and the offer will be given no further consideration.
7. In order to facilitate the evaluation of the offer, Canada requests that offerors address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the offeror meets each evaluation criteria. Alternatively, and to avoid any duplication, offerors may also refer to the different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Offerors must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Standing Offer (RFSO) document.

Item #	Performance Specification	Status (M) Mandatory	Performance Specification Offered: Offerors <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Offerors <u>should</u> cross-reference where this performance specification is indicated in their supporting documents
1	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		
2	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		
3	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		
4	Within (2) weeks of issuance of a Standing Offer Agreement the Offeror must initiate the process to register with ARI Canada ARI TruckServe®, for vehicle fleet maintenance, custom-designed solutions for certified coordinator with experience in medium/heavy duty truck repair.	M		

Solicitation No. - N° de l'invitation  
W3666-20H047/B  
Client Ref. No. - N° de réf. du client  
W3666-20H047

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-9-42198

Buyer ID - Id de l'acheteur  
WPG120  
CCC No./N° CCC - FMS No./N° VME

5	The Offeror's facility must be located within 5a, 5b, or 5c below:			
5a	<b>50 km from</b> General Sir Arthur Currie Building 4225 Crowchild Trail SW Calgary, Alberta T3K 7K4	M	Offeror's to insert facility address in this box	
5b	<b>60 km from</b> Vimy Ridge Armouries 337 Stubb Ross Road Lethbridge, Alberta T1K 7N3	M	Offeror to insert facility address in this box	
5c	<b>50 km from</b> Cormack Armoury 4402 – 55 Street Red Deer, AB T4N 2H1	M	Offeror to insert facility address in this box	

**ANNEX "B"**

**BASIS OF PAYMENT**

- 1) Offerors may bid on one, two, or all locations.
- 2) Offerors **must** input prices for **all 3 years** of the Standing Offer for the location(s) of their choice (Year 1, Option Year 1, and Option Year 2)
- 3) Up to three (3) Standing Offers may be issued as a result of this Request For Standing Offers (RFSO).
- 4) Applicable taxes are to be excluded from the prices herein
- 5) Applicable taxes will be added as a separately item on the invoice, if applicable
- 6) Estimated usages are provided for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage expected or any commitment on the part of Canada

**TABLE 1: Calgary, Alberta**

Item	Description	Estimated Annual Usage	Unit Price - Year 1 (From date of Standing Offer issuance to September 29, 2021)	Unit Price – Option Year 1 (September 30, 2021 to September 29, 2022)	Unit price – Option Year 2 (September 30, 2022 to September 29, 2023)
1	Labour Cost	200 hours	\$_____ /hr	\$_____ /hr	\$_____ /hr
2	Parts & Materials  Prices as listed in your current published price list less a discount of a percentage.	\$15,000	_____ %	_____ %	_____ %
3	Shop Supplies  To be charged based on a percentage labour and Parts & Materials cost invoiced		_____ %	_____ %	_____ %
4	Environmental / Disposal Fee  To be charged based on a percentage of Parts & Materials cost invoiced		_____ %	_____ %	_____ %

**TABLE 2: Lethbridge, Alberta**

Item	Description	Estimated Annual Usage	Unit Price - Year 1 (From date of Standing Offer issuance to September 29, 2021)	Unit Price – Option Year 1 (September 30, 2021 to September 29, 2022)	Unit price – Option Year 2 (September 30, 2022 to September 29, 2023)
1	Labour Cost	200 hours	\$ _____/hr	\$ _____/hr	\$ _____/hr
2	Parts & Materials  Prices as listed in your current published price list less a discount of a percentage.	\$15,000	_____ %	_____ %	_____ %
3	Shop Supplies  To be charged based on a percentage labour and Parts & Materials cost invoiced		_____ %	_____ %	_____ %
4	Environmental / Disposal Fee  To be charged based on a percentage of Parts & Materials cost invoiced		_____ %	_____ %	_____ %

**TABLE 3: Red Deer, Alberta**

Item	Description	Estimated Annual Usage	Unit Price - Year 1 (From date of Standing Offer issuance to September 29, 2021)	Unit Price – Option Year 1 (September 30, 2021 to September 29, 2022)	Unit price – Option Year 2 (September 30, 2022 to September 29, 2023)
1	Labour Cost	200 hours	\$ _____/hr	\$ _____/hr	\$ _____/hr
2	Parts & Materials  Prices as listed in	\$15,000	_____ %	_____ %	_____ %

Solicitation No. - N° de l'invitation  
W3666-20H047/B  
Client Ref. No. - N° de réf. du client  
W3666-20H047

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-9-42198

Buyer ID - Id de l'acheteur  
WPG120  
CCC No./N° CCC - FMS No./N° VME

	your current published price list less a discount of a percentage.				
3	Shop Supplies  To be charged based on a percentage labour and Parts & Materials cost invoiced		_____ %	_____ %	_____ %
4	Environmental / Disposal Fee  To be charged based on a percentage of Parts & Materials cost invoiced		_____ %	_____ %	_____ %

## ANNEX "C"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

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

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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

**Garage Automobile Liability Insurance**

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

**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*

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WPG-9-42198

Buyer ID - Id de l'acheteur  
WPG120  
CCC No./N° CCC - FMS No./N° VME

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**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.



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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):

- Automotive Resource International (ARI) Fleet Card;
- Direct Deposit (Domestic and International)