



**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  
Ontario

**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 Supply  
and Services Operation  
Petawawa Procurement  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3

<b>Title - Sujet</b> Vehicle Towing/Recovery Services	
<b>Solicitation No. - N° de l'invitation</b> W0135-202001/D	<b>Date</b> 2020-09-11
<b>Client Reference No. - N° de référence du client</b> W0135-20-2001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PET-908-1644
<b>File No. - N° de dossier</b> PET-0-53002 (908)	<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 2020-09-30</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> McCartney, Sharon	<b>Buyer Id - Id de l'acheteur</b> pet908
<b>Telephone No. - N° de téléphone</b> (613)217-2807 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 22 WING NORTH BAY 15 MANSTON CRES, LPO SECTION HORNELL HEIGHTS Ontario POH1P0 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>

**This bid solicitation cancels and supersedes previous bid solicitation number W0135-202001/C dated 2020-07-03 with a closing of 2020-07-10 at 02:00 PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 INTRODUCTION .....	4
1.2 SUMMARY .....	4
1.3 DEBRIEFINGS .....	5
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	5
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS .....	6
2.3 FORMER PUBLIC SERVANT .....	7
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	8
2.5 APPLICABLE LAWS.....	8
2.6 BID CHALLENGE AND RECOURSE MECHANISMS .....	9
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>10</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	10
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>11</b>
4.1 EVALUATION PROCEDURES .....	11
4.2 BASIS OF SELECTION.....	12
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>13</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	13
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	13
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....</b>	<b>15</b>
6.1 INSURANCE REQUIREMENTS.....	15
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>16</b>
<b>A. STANDING OFFER.....</b>	<b>16</b>
7.1 OFFER .....	16
7.2 SECURITY REQUIREMENTS .....	16
7.3 STANDARD CLAUSES AND CONDITIONS.....	16
7.4 TERM OF STANDING OFFER.....	16
7.5 AUTHORITIES .....	17
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	17
7.7 IDENTIFIED USERS .....	17
7.8 CALL-UP PROCEDURES .....	18
7.9 CALL-UP INSTRUMENT .....	18
7.10 LIMITATION OF CALL-UPS.....	18
7.11 PRIORITY OF DOCUMENTS.....	18
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	19
7.13 APPLICABLE LAWS.....	19
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	19
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>20</b>
7.1 STATEMENT OF WORK.....	20

Solicitation No. - N° de l'invitation  
W0135-202001/D  
Client Ref. No. - N° de réf. du client  
W0135-202001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-0-53002

Buyer ID - Id de l'acheteur  
pet908  
CCC No./N° CCC - FMS No./N° VME

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7.2	STANDARD CLAUSES AND CONDITIONS .....	20
7.3	TERM OF CONTRACT .....	20
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	20
7.5	PAYMENT .....	20
7.6	INVOICING INSTRUCTIONS .....	21
7.7	INSURANCE – SPECIFIC REQUIREMENTS .....	21
7.8	SACC <i>MANUAL</i> CLAUSES .....	22
7.9	DISPUTE RESOLUTION .....	22
7.10	INSPECTION AND ACCEPTANCE .....	22
<b>ANNEX "A"</b>	.....	<b>23</b>
	STATEMENT OF WORK .....	23
<b>ANNEX "B"</b>	.....	<b>27</b>
	BASIS OF PAYMENT .....	27
<b>ANNEX "C"</b>	.....	<b>28</b>
	INSURANCE REQUIREMENTS .....	29
<b>ANNEX "D"</b>	.....	<b>31</b>
	STANDING OFFER REPORTING REQUIREMENTS .....	31
<b>ANNEX "E"</b>	.....	<b>32</b>
	PWGSC 924 CALL-UP AGAINST A STANDING OFFER TEMPLATE .....	32
<b>ANNEX "F"</b>	.....	<b>33</b>
	ELECTRONIC PAYMENT INSTRUMENTS .....	33
<b>ANNEX "G"</b>	.....	<b>34</b>
	ADDITIONAL CERTIFICATION INFORMATION .....	34

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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**

**1.2.1** The Department of National Defence (DND), 22 Wing, North Bay, Royal Canadian Electrical Mechanical Engineers (RCEME) has a requirement for a four (4) year Standing Offer for the provision of labour, materials, tools, equipment, transportation and supervision necessary to supply vehicle towing/recovery services for various DND registered vehicles on an "as and when requested" basis.

The period of the resulting Standing Offer will be for four (4) years from the date of issuance to September 30, 2024.

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

**1.2.2** The requirement is limited to Canadian services.

### **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 fifteen (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 7.14 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](#) (2019-03-04), 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 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 Ontario 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:

[TPSGC.oreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessaoumissions-orbidreceiving.PWGSC@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 (6) 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 five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### 2.5 Applicable Laws

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

## **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**

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer 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: Financial Offer  
Section II: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

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

#### **Section I: 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 "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" 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**

*SACC Manual* clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

#### **Section II: Certifications**

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

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

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

- a) The Offeror must complete and submit its financial offer in accordance with Annex "B" - Basis of Payment.
- b) Firm Hourly Rates must be provided for all line items listed in Part I – Vehicle Towing/Recovery Services for all years;
- c) Firm Hourly Rates must be provided for all line items listed in Part II – Roadside Assistance Services - A – Vehicle Dead Battery/Vehicle Boosting Services for all years;
- d) Firm Hourly Rates must be provided for all line items listed in Part II – Roadside Assistance Services - B - Vehicle Lockout Service for all years;
- e) Firm Hourly Rates must be provided for all line items listed in Part II – Roadside Assistance Services - C - Flat Tire Service for all years;
- f) Firm Hourly Rates must be provided for all line items listed in Part III – Miscellaneous Vehicle Towing/Recovery Services for all years;
- g) Firm Hourly Rates must be provided for all line items listed in Part IV– Wait Time for all years; and
- h) All prices are in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

##### **4.1.1.2 Financial Evaluation**

The Evaluated Price of the offer is the sum of the Extended Prices for all years from Annex "B" - Basis of Payment - Part I, Part II, Part III, and Part IV.

The Extended Prices in Annex "B", Basis of Payment - Part I, Part II, Part III, and Part IV will be calculated as follows:

- a) For Part I – Vehicle Towing/Recovery Services - The extended price for each year will be calculated by multiplying the Yearly Estimated Hour Usage by the Offeror's corresponding Firm Hourly Rate. The evaluated price for Part I – Vehicle Towing/Recovery Services is the sum of the extended prices for Year 1, Year 2, Year 3 and Year 4.
- b) For Part II – Roadside Assistance Services - A - Vehicle Dead Battery/Vehicle Boosting Services - The extended price for each year will be calculated by multiplying the Yearly Estimated Hour Usage by the Offeror's corresponding Firm Hourly Rate. The evaluated price for Part II – Roadside Assistance Services - A – Vehicle Dead Battery/Vehicle Boosting Services is the sum of the extended prices for Year 1, Year 2, Year 3 and Year 4.
- c) For Part II – Roadside Assistance Services - B - Vehicle Lockout Services - The extended price for each year will be calculated by multiplying the Yearly Estimated Hour Usage by the Offeror's corresponding Firm Hourly Rate. The evaluated price for Part II – Roadside Assistance Services - B - Vehicle Lockout Services is the sum of the extended prices for Year 1, Year 2, Year 3 and Year 4.
- d) For Part II – Roadside Assistance Services - C - Flat Tire Service - The extended price for each year will be calculated by multiplying the Yearly Estimated Hour Usage by the Offeror's corresponding Firm Hourly Rate. The evaluated price for Part II – Roadside Assistance Services - C - Flat Tire Service is the sum of the extended prices for Year 1, Year 2, Year 3 and Year 4.
- e) For Part III – Miscellaneous Vehicle Towing/Recovery Services - The extended price for each year will be calculated by multiplying the Yearly Estimated Hour Usage by the Offeror's corresponding Firm Hourly Rate. The evaluated price for Part III – Miscellaneous Vehicle Towing/Recovery Services is the sum of the extended prices for Year 1, Year 2, Year 3 and Year 4.
- f) For Part IV – Wait Time - The extended price for each year will be calculated by multiplying the Yearly Estimated Hour Usage by the Offeror's corresponding Firm Hourly Rate. The evaluated price for Part IV – Wait Time is the sum of the extended prices for Year 1, Year 2, Year 3 and Year 4.

#### 4.1.2.1 Evaluation of Price - Offer

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

## 4.2 Basis of Selection

### 4.2.1 Basis of Selection

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

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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.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

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

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

**5.1.2.1.1** *SACC Manual* clause [A3050T](#) (2018-12-06), Canadian Content Definition

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

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

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the 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/programs/employment-equity/federal-contractor-program.html#s4) 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.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Board of Directors Certification**

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "G" Additional Certification Information 1. Board of Directors.

#### **5.2.3.2 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "G" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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

### **6.1 Insurance Requirements**

#### **6.1.1 Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer**

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.

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## **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" entitled "Standing Offer Reporting Requirement". 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: October 1 to December 31  
second quarter: January 1 to March 31  
third quarter: April 1 to June 30  
fourth quarter: July 1 to September 30

The data must be submitted to the Standing Offer Authority no later than fifteen (15) 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 30, 2024 inclusive.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sharon McCartney  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region/Petawawa Acquisition  
Address: Bldg. S-111, RM C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa, ON, K8H 2X3  
Cellphone: 613-217-2807  
E-mail address: [Sharon.McCartney@pwgsc-tpsgc.gc.ca](mailto:Sharon.McCartney@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 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 (to be completed by the offeror):

Name and telephone number of the person responsible for:

General Enquires:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

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

## 7.8 Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in 7.9 Call-up Instrument.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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 Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

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.

## 7.10 Limitation of Call-ups

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

## 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](#) (2018-06-21), General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Insurance Requirements; and
- h) the Offeror's offer dated \_\_\_\_\_ **(to be insert at issuance of offer)**.

## **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.

### **7.12.2 SACC Manual clause**

SACC *Manual* clause [M3060C](#) (2008-05-12), Canadian Content Certification

## **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 \_\_\_\_\_ **(to be completed by the Offeror)**.

## **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](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards. **(This clause will be inserted if payment by credit cards is accepted by the Offeror, otherwise it will be deleted).**

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is from date of Contract plus two (2) months 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

### **7.5 Payment**

#### **7.5.1 Basis of Payment - Firm Hourly Rates**

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm hourly rates as specified in Annex "B" Basis of Payment. Customs duties are included and Applicable Taxes are extra.

#### **7.5.2 Limitation of Price**

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

#### **7.5.3 Single Payment**

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

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#### **7.5.4 T1204 – Direct Request by Customer Department**

SACC Manual Clause [A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department

#### **7.5.5 Time Verification**

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification

#### **7.5.6 Electronic Payment of Invoices – Call-up (to be updated at issuance of offer)**

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)

#### **7.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract; and
- c. a copy of the invoices, receipts, vouchers for all direct expenses.

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.

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 SACC Manual Clauses**

SACC Manual clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations

### **7.9 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](#)".

### **7.10 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Vehicle Towing/Recovery Services**

##### **1.0 Scope**

##### **1.1 Objective**

The Department of National Defence (DND), 22 Wing, North Bay, Royal Canadian Electrical Mechanical Engineers (RCEME) has a requirement for a four (4) year Standing Offer for the provision of labour, materials, tools, equipment, transportation and supervision necessary to supply vehicle towing/recovery services for various DND registered vehicles on an "as and when requested" basis.

##### **1.2 Background**

22 Wing North Bay, RCEME is a part of a National Recovery Service (NRS) for DND. As a part of this service, 22 Wing North Bay, RCEME has been assigned a large Area of Responsibility (AOR). 22 Wing, North Bay, RCEME must provide vehicle towing/recovery services to all DND registered vehicles that travel through 22 Wing, North Bay's AOR.

##### **2.0 Requirement**

**2.1** 22 Wing North Bay, RCEME has a requirement for the provision of labour, materials, tools, equipment, transportation and supervision necessary to supply vehicle towing/recovery services for various DND registered vehicles on an "as and when requested" basis.

**2.1.1** The various types of vehicle towing/recovery services that maybe identified as required are:

- a. Vehicle Towing/Recovery Services – includes, by not limited to, hook and chained towing or wheel-lift towing or low-bed/float towing or tilt & lift towing;
- b. Roadside Assistance Services – includes but not limited to vehicle dead battery/vehicle boosting or vehicle lockout or flat tire; and
- c. Miscellaneous Vehicle Towing/Recovery Services – includes but not limited to special recovery equipment, any additional equipment, manpower, supplies for traffic control, traffic control and site clean-up.

##### **2.2 Area of Responsibility (AOR)**

22 Wing North Bay, RCEME, NRS, **Area of Responsibility** is:

- a. East on Hwy 17 to the Town of Deux Rivières;
- b. South to the Town of Parry Sound on Hwy. 69;
- c. South on Hwy 11 to the Town of Huntsville;
- d. West on Hwy 17 to the Town of White River; and
- e. North on Hwy. 11 to Route 631.

## 2.3 Vehicle Weight Groups

The various DND registered vehicles requiring vehicle towing/recovery services have been classified into the following four (4) vehicle weight groups:

### 1. Light Vehicle Weight Group

This group consists of the following vehicles:

- a. All civilian passenger vehicles up to two tons;
- b. Light Utility Vehicle Wheeled (LUVW)
- c. Light Support Vehicle Wheeled (LSVW)
- d. MILCOT's (Chevrolet 3500 series); and
- e. Commercial Utility Cargo Vehicle (CUCV).

The approximate weights and dimensions for the Light Vehicle Weight group is as follows:

Weight is in the approximate range of 7,000 pounds to 15,000 pounds;  
Length is in the approximate range of 190 inches to 250 inches;  
Width is in the approximate range of 70 inches to 90 inches; and  
Height is in the approximate range of 90 inches to 120 inches.

### 2. Medium Vehicle Weight Group

This group consists of the following vehicles:

- a. All civilian pattern vehicles from two tons up to ten tons;
- b. Medium Logistics Vehicle Wheeled (MLVW); and
- c. Medium Support Vehicle Service (MSVS)

The approximate weights and dimensions for the Medium Vehicle Weight group is as follows:

Weight is in the approximate range of 15,300 pounds to 48,000 pounds;  
Length is in the approximate range of 270 inches to 440 inches;  
Width is in the approximate range of 90 inches to 120 inches; and  
Height is in the approximate range of 120 inches to 170 inches.

### 3. Heavy Vehicle Weight Group

This group consists of the following vehicles:

- a. All civilian vehicles from ten tons and up;
- b. Civilian Tractor trailer and trailers; and
- c. All Heavy Logistic Vehicle Wheeled (HLVW).

The approximate weights and dimensions for the Heavy Vehicle Weight group is as follows:

Weight is in the approximate range of 5,000 pounds to 57,000 pounds;  
Length is in the approximate range of 290 inches to 380 inches;  
Width is in the approximate range of 90 inches to 110 inches; and  
Height is in the approximate range of 40 inches to 150 inches.

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#### 4. Low-bed/Float Vehicle Weight Group

This group consists of the following vehicles:

- a. All Armoured wheeled and tracked vehicles; and
- b. Specialized vehicles/trailers/equipment (fork lifts, kitchen trailers, water trailers, cargo trailers, etc.)

The approximate weights and dimensions for the armoured wheeled and tracked vehicles in the Low-bed/Float Vehicle Weight group is as follows:

Weight is in the approximate range of 3,000 pounds to 145,000 pounds;  
Length is in the approximate range of 50 inches to 500 inches;  
Width is in the approximate range of 50 inches to 170 inches; and  
Height is in the approximate range of 20 inches to 170 inches.

The approximate weights and dimensions for the specialized vehicles/trailers/equipment in the Low-bed/Float Vehicle Weight group is as follows:

Weight is in the approximate range of 7,000 pounds to 12,000 pounds;  
Length is in the approximate range of 80 inches to 250 inches;  
Width is in the approximate range of 30 inches to 150 inches; and  
Height is in the approximate range of 20 inches to 110 inches.

#### 2.4 Deliverables

The Contractor is responsible for providing the following tasks:

1. Provide vehicle towing/recovery services as listed in section 2.1.1 to the various DND registered vehicles listed in section 2.2 Vehicle Weight Groups without the assistance of 22 Wing RCEME Personnel.
2. Provide roadside assistance services as listed in section 2.1.1 to the various DND registered vehicles listed in section 2.2 Vehicle Weight Groups without the assistance of 22 Wing RCEME Personnel.
3. Provide miscellaneous vehicle towing/recovery services as listed in section 2.1.1 to the various DND registered vehicles listed in section 2.2 Vehicle Weight Groups without the assistance of 22 Wing RCEME Personnel.
4. Provide transportation for a minimum of one (1) occupant of the vehicle being recovered to the identified towing destination point.
5. Provide vehicle towing/recovery services to various DND registered vehicles to the nearest dealership, repair facility or Military Base as requested by the 22 Wing Recovery Duty Technician.
6. Work with 22 Wing North Bay, RCEME Recovery Duty Technician for the successful recovery of the various DND registered vehicles.

## 2.5 Delivery Timeframe

The Contractor must provide the vehicle towing/recovery services as follows:

1. Provide twenty-four (24) hours, seven (7) days a week vehicle towing/recovery services.
2. Provide vehicle towing/recovery services within a three (3) hour timeframe from receipt of a Call-up against the Standing Offer.

## 2.6 Constraints

1. The Contractor must dispatch the applicable vehicle towing/recovery services equipment/personnel from the closest location to the vehicle recovery location requested rather than from the contractor's locality when possible.
2. The Contractor will be responsible for all insurance and provide Certificate of Insurance.
3. The contractor may be liable for damages which result from not following proper vehicle towing/recovery services procedures, such as:
  - a. Failure to ensure transmission and or T/Case is in neutral;
  - b. Failure to ensure park brakes are off when suspend towing;
  - c. Failure to ensure drive shafts are disconnected when required;
  - d. Failure to ensure steering wheels are secured when required;
  - e. Failure to ensure axles chained up when required;
  - f. Failure to ensure brake and emergency lines are connected when required; and
  - g. Failure to ensure maximum tow speed of 90 km/h is adhered to.

## 2.7 Inspection and Acceptance

22 Wing RCME personnel will be responsible to determine if there is damage done to the recovered vehicle as a result of improper vehicle towing/recovery and will work with the contractor to get all repairs done, as soon as possible.

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## ANNEX "B"

### BASIS OF PAYMENT

All prices are firm, all-inclusive unit prices, hourly rates or rates per mileage in Canadian dollars, FOB Destination, Canadian customs duties and excise taxes included, Applicable Taxes extra.

Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

### Pricing Period

**Year 1 – Date of issuance to 30 September 2021**

**Year 2 – 1 October 2021 to 30 September 2022**

**Year 3 – 1 October 2022 to 30 September 2023**

**Year 4 – 1 October 2023 to 30 September 2024**

### Definitions

**Vehicle Towing/Recovery Services** – Is an all-inclusive firm hourly rate which includes one towing/recovery vehicle, one towing/recovery vehicle driver, the vehicle towing hook-up, mileage, fuel, oil and other operational costs associated with the vehicle towing/recovery service.

**Roadside Assistance Services** – Is a special vehicle service outside of Vehicle Towing/Recovery Services that includes an all-inclusive firm hourly rate for vehicle dead battery/vehicle boosting, vehicle lockout and flat tire.

**Miscellaneous Vehicle Towing/Recovery Services** – Is Miscellaneous Vehicle Towing/Recovery Services outside of Vehicle Towing/Recovery Services that includes an all-inclusive firm hourly rate for a towing/recovery service that may require charges in addition to the normal one-truck/one-driver towing/recovery service requirements. This additional charge must include the necessary special recovery equipment, any additional equipment, manpower, supplies for traffic control, traffic control and site clean-up. Any Miscellaneous Vehicle Towing/Recovery Services charge must be authorized on the Call-Up document.

**Wait time** - Is an all-inclusive firm hourly rate for the amount of time where the driver, once arrived to the vehicle recovery location, is unable to start the requested vehicle towing/recovery service for unforeseen reasons entirely out of his control. This could include, for instance, the time spent waiting for 22 Wing RCME personnel to move military kit to another vehicle. **This wait time would not include any time spent waiting for any of the contractor's equipment necessary for providing the service.**

Solicitation No. - N° de l'invitation  
W0135-202001/D  
Client Ref. No. - N° de réf. du client  
W0135-202001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-0-53002

Buyer ID - Id de l'acheteur  
pet908  
CCC No./N° CCC - FMS No./N° VME

## Pricing Basis

**SEE ELECTRONIC ATTACHMENT 1 FOR ANNEX "B" – BASIS OF PAYMENT**

## Notes

*All text in italics in this Annex will be removed from the resulting Standing Offer.*

### **Estimated Usages:**

*The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for each Pricing Period and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual service authorized and performed.*

### **Pricing Instructions:**

*Prices must be quoted as per the unit of issue stated. Pricing provided must be all-inclusive for the service listed. Pricing will include as a minimum: supervision, labour, material, tools, equipment, and overhead.*

### **Applicable Taxes:**

*GST/HST must not be included in the unit prices (but will be added as a separate item to any invoice issued).*

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## 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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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.

**Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - e. OPCF/ SEF/ QEF #3 - Drive Government Automobiles Endorsement
  - f. OPCF/ QEF/ SEF #4B - Permission to Carry Radioactive Material Endorsement
  - g. OPCF/ QEF/ SEF #4a - Permission to Carry Explosives
  - h. OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire
  - i. OPCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement
  - j. OPCF/ SEF/ QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
    - 8 to 12 Passengers: \$5,000,000
    - 13 or more Passengers: \$8,000,000
  - k. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27
  - l. OPCF/ SEF/ NBEF #44 or #44R - Family Protection Endorsement - Private Passenger Vehicles.



Solicitation No. - N° de l'invitation  
 W0135-202001/D  
 Client Ref. No. - N° de réf. du client  
 W0135-202001

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 PET-0-53002

Buyer ID - Id de l'acheteur  
 pet908  
 CCC No./N° CCC - FMS No./N° VME

**ANNEX "E"**

**PWGSC 924 CALL-UP AGAINST A STANDING OFFER TEMPLATE**

**Clear Data - Effacer l'information**

**Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada**

**Call-up Against a Standing Offer / Commande subséquente à une offre à commandes**

**To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.**

**Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes: Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.**

**Security: The call-up includes security provisions. Sécurité: La demande comprend des exigences en matière de sécurité.**

NO / NON     YES / OUI    If YES, attach a SRCL to the call-up / Si OUI, joindre une L'VERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon:

The detailed instructions in the standing offer / Les instructions détaillées dans l'offre à commandes     The address shown in the "Ship to" block / L'adresse indiquée dans la case « Expédier à »     Special instructions below / Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes    Requestion No. - N° de demande / Order, Off. - Bur. dem.    YY-AA    Serial No. - N° de série    Client Reference No. (optional) / N° de référence du client (facultatif)

The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No. / N° de modification	Previous Value (\$) / Valeur précédente (\$)	Value of increase or decrease (\$) / Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised / Total des dépenses estimatives ou révisées

Item No. / N° de partie	NATO Stock No. / Item Description / N° de nomenclature de l'OTAN / Description de l'article	U. of I. / U. de d.	Quantity / Quantité	Unit Price / Prix unitaire (\$)	Extended Price / Prix calculé (\$)

Special instructions - instructions particulières

**Total**

For further information, call - Pour renseignements supplémentaires, contacter

Name - Nom    Telephone No. - N° de téléphone    Delivery required by - Livraison requise le (YYYY-MM-DD) / (AAAA-MM-JJ)

For internal purposes only - Pour usage interne seulement    Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.

Signature (Mandatory - Obligatoire)    Date (YYYY-MM-DD-AAAA-MM-JJ)    Signature (Mandatory - Obligatoire)    Date (YYYY-MM-DD-AAAA-MM-JJ)

**Canada**    PWGSC-TPSGC 942 (01/2014)

Solicitation No. - N° de l'invitation  
W0135-202001/D  
Client Ref. No. - N° de réf. du client  
W0135-202001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PET-0-53002

Buyer ID - Id de l'acheteur  
pet908  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "F"**

**to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

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

**ANNEX "G"**

**ADDITIONAL CERTIFICATION INFORMATION**

**1. Board of Directors**

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors before Standing Offer issue. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_

**2. Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Standing Offer issue.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.