



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**\*\*IMPORTANT NOTICE\*\***

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation. See herein.

<b>Title - Sujet</b> PEST RESISTANT BEDS	
<b>Solicitation No. - N° de l'invitation</b> W0133-21T016/A	<b>Date</b> 2020-10-15
<b>Client Reference No. - N° de référence du client</b> W0133-21T016	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-246-8070	
<b>File No. - N° de dossier</b> VIC-0-43067 (246)	<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 2020-11-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kobenter, Hélène	<b>Buyer Id - Id de l'acheteur</b> vic246
<b>Telephone No. - N° de téléphone</b> (250) 508-7491 ( )	<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 BLDG 171 19 WING COMOX P.O.BOX 1000 STN MAIN LAZO British Columbia V0R2K0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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 - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

N° de l'invitation - Sollicitation No.  
W0133-21T016/A  
N° de réf. du client - Client Ref. No.  
W0133-21T016

N° de la modif - Amd. No.  
000  
File No. - N° du dossier  
VIC-0-43067

Id de l'acheteur - Buyer ID  
Vic246  
N° CCC / CCC No./ N° VME - FMS

---

**PEST RESISTANT BEDS WITH MATCHING BEDROOM FURNITURE – DND – 19 WING COMOX, BC CANADA**

**SUMMARY:**

The Department of National Defence (DND), requires the supply, delivery, unloading, staging and installation of 96 pest resistant beds and matching bedroom furniture for their accommodations of 19 Wing CFB Comox, British Columbia, Canada.

Each bedroom set (BR) includes:

- Pest Control Bed Frame with Headboard (Qty: 1)
- Mattress (Qty: 1)
- Night table (Qty: 1)
- Dresser (Qty: 1)

The estimated award date is November 20, 2020.

While preferred by November 27, 2020, delivery and installation of the first 24 bedroom sets, including a 1-day (up to 7.5 hrs) training for up to five (5) DND personnel, must be completed to the satisfaction of DND by no later than January 22, 2021 (Mandatory).

Delivery and installation of the next 24 bedroom sets must be completed to the satisfaction of DND by no later than February 25, 2021 (Mandatory)

Delivery of the remaining 48 bedroom sets must be completed by no later than March 19, 2021 (Mandatory), with installation date(s) to occur by no later than June 30, 2022 (Mandatory) as mutually agreed upon between DND and the Contractor.

For further information, please refer to the solicitation documents.

All inquiries and other communications concerning this Request for proposal must be sent in writing only to the Contracting Authority named in the bid solicitation ([helene.kobenter@pwgsc-tpsgc.gc.ca](mailto:helene.kobenter@pwgsc-tpsgc.gc.ca)).

It is the responsibility of the Bidder to ensure that all amendments issued prior to solicitation closing have been obtained and addressed in the submitted bid.

The Government of Canada (GC) is not responsible for any tender notices and/or related documents and attachments not accessed directly through [Buyandsell.gc.ca/tender](http://Buyandsell.gc.ca/tender).

\*\*\*\*\*

**IMPORTANT NOTICE TO SUPPLIERS RE. BID SUBMISSION REQUIREMENTS**

Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site at the Pacific Region Bid Receiving Unit to encourage social distancing. The health and safety of staff and suppliers remains our top priority.

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements electronically to PWGSC Bid Receiving Units. This online service enables the electronic transfer of large files up to Protected B level.

To use epost Connect to submit your bid, or to get more information on its use, please send an email to the Pacific Region Bid Receiving Unit's generic address at

[TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

Bids will not be accepted if emailed directly to this email address.

N° de l'invitation - Solicitation No.  
W0133-21T016/A  
N° de réf. du client - Client Ref. No.  
W0133-21T016

N° de la modif - Amd. No.  
000  
File No. - N° du dossier  
VIC-0-43067

Id de l'acheteur - Buyer ID  
Vic246  
N° CCC / CCC No./ N° VME - FMS

---

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

Given current circumstances and network limitations, some active procurements may be delayed. To stay up to date on the status of specific procurements, please consult [Buyandsell.gc.ca](http://Buyandsell.gc.ca).

\*\*\*\*\*

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>5</b>
1.1 REQUIREMENT .....	5
1.2 COMPREHENSIVE LAND CLAIMS AGREEMENTS(S) .....	5
1.3 DEBRIEFINGS .....	5
1.4 EPOST CONNECT SERVICE .....	5
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 ENQUIRIES - BID SOLICITATION.....	6
2.4 APPLICABLE LAWS.....	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	9
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	9
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
6.1 REQUIREMENT .....	10
6.2 STANDARD CLAUSES AND CONDITIONS.....	10
6.3 TERM OF CONTRACT .....	11
6.4 AUTHORITIES .....	11
6.5 PAYMENT .....	12
6.6 INVOICING INSTRUCTIONS .....	13
6.7 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.8 APPLICABLE LAWS.....	13
6.9 PRIORITY OF DOCUMENTS .....	14
6.10 SHIPPING INSTRUCTIONS – DELIVERY AT DESTINATION .....	14
6.11 INSURANCE – SPECIFIC REQUIREMENTS .....	14
6.12 DELIVERY APPOINTMENT – ALL DELIVERIES .....	14
6.13 DELIVERY AND UNLOADING.....	14
6.14 INSPECTION AND ACCEPTANCE.....	15
6.15 SACC MANUAL CLAUSES .....	15
6.16 EXISTING TECHNICAL PUBLICATIONS – TRANSLATION .....	15
6.17 DISPUTE RESOLUTION.....	15
<b>ANNEX "A".....</b>	<b>16</b>
REQUIREMENT.....	16

N° de l'invitation - Solicitation No.  
W0133-21T016/A  
N° de réf. du client - Client Ref. No.  
W0133-21T016

N° de la modif - Amd. No.  
000  
File No. - N° du dossier  
VIC-0-43067

Id de l'acheteur - Buyer ID  
Vic246  
N° CCC / CCC No./ N° VME - FMS

---

<b>ANNEX "B"</b> .....	<b>21</b>
BASIS OF PAYMENT .....	21
<b>ANNEX "C" TO PART 3 OF THE BID SOLICITATION</b> .....	<b>23</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	23
<b>ANNEX "D"</b> .....	<b>24</b>
INSURANCE REQUIREMENTS.....	24

## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.1 of the resulting contract clauses.

### **1.2 Comprehensive Land Claims Agreements(s)**

Not Applicable

### **1.3 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 epost Connect service**

This bid solicitation requires bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **2.1.1 SACC Manual Clause**

[B1000T](#) (2014-06-26) Condition of Material - Bid

### **2.2 Submission of Bids**

Bids 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 bid solicitation:

#### **PWGSC Pacific Region Bid Receiving Unit**

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RPRReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPRReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

---

Note: Bids 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 Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder'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 solicitation closing date.

**Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.**

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than Wednesday October 28, 2020. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

### 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

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

#### **Section I: Technical Bid**

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

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

##### **3.1.3 Manufacturer’s Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the goods and services that exceeds the minimum warranty period of twelve (12) months stated in Canada’s [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity). Any additional manufacturer’s standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract. Refer to Annex “A”.

#### **Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Annex "A" Requirement.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

See Annex "B" Basis of Payment

##### **4.1.2.2 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Comox BC Canada V0R 2K0, shipping charges, Canadian customs duties, and excise taxes included.

##### **4.1.2.3 Evaluated Aggregate Price – Calculation**

The evaluated Price is the sum/aggregate of the following requested goods and services:

- Item B.1 - Supply, Deliver & Install 24 BR sets + 1-day training by no later than January 22, 2021.
- Item B.2 - Supply, Deliver & Install 24 BR sets by no later than February 25, 2021.
- + Item B.3 – Supply & Deliver 48 BR sets by no later than March 19, 2021.
- + Item B.4 - Install 48 BR sets by no later than June 30, 2022.

See Annex "B" Basis of Payment

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Multiple Items**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

---

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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 Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

##### 5.2.1.1 List of names for integrity verification form

<https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Bona fide agent/Distributor certification

Bidders who are not the original equipment manufacturer for the goods/services offered must complete the following:

The Bidder certifies that it is a bona fide agent/distributor authorized by the original equipment manufacturer (OEM) to supply, install, and provide the training and warranty services for all equipment and services offered in accordance with the requirement detailed at Annex "A" - Requirement, and at Annex "B" - Basis of Payment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Requirement

The Contractor must provide the goods and services detailed under the Requirement at Annex "A", and the Basis of Payment at Annex "B".

### 6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

#### 6.2.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 09 entitled *Warranty of general conditions 2010A* is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

## **6.3 Term of Contract**

### **6.3.1 Period of the Contract**

The period of the Contract is from date of Contract until expiry of the warranty period on all deliverables purchased under the Contract.

### **6.3.2 Delivery Date(s)**

See Annexes "A" and "B" of the Contract..

### **6.3.3 Comprehensive Land Claims Agreement(s)**

Not applicable.

### **6.3.4 Delivery Points**

Delivery of the requirement will be made to the delivery points specified in Annexes "A" and "B" of the Contract.

## **6.4 Authorities**

### **6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Hélène Kobenter  
Supply Specialist  
Public Works and Government Services Canada  
Victoria, British Columbia Canada

Telephone: (250) 508-7491

E-mail: [Helene.Kobenter@pwgsc-tpsgc.gc.ca](mailto:Helene.Kobenter@pwgsc-tpsgc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.4.2 Project Authority**

The Project Authority of the Department of National Defence for the Contract is:

*(Information inserted at time of Contract award)*

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

N° de l'invitation - Sollicitation No.  
W0133-21T016/A  
N° de réf. du client - Client Ref. No.  
W0133-21T016

N° de la modif - Amd. No.  
000  
File No. - N° du dossier  
VIC-0-43067

Id de l'acheteur - Buyer ID  
Vic246  
N° CCC / CCC No./ N° VME - FMS

---

### 6.4.3 Contractor's Representative (As specified by the Bidder in its Bid)

#### General enquiries

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

#### Delivery follow-up

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

#### After Sales and Warranty Service

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

Telephone No.: \_\_\_\_\_

Facsimile No.: \_\_\_\_\_

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

## 6.5 Payment

### 6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot prices as specified in Annex "B" for a cost of \$\_\_\_\_\_ (*Amount inserted at time of contract award*). 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.

### 6.5.2 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 6.5.3 SACC Manual Clauses

[A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

[A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

[C2604C](#) (2013-04-25) Customs Duties, Excise Taxes and Applicable Taxes – Non-resident

---

**6.5.4 Electronic Payment of Invoices – Contract** *(As specified by the Bidder in Annex “C”)*

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)

**6.6 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract.
2. Invoices must be distributed electronically as follows:
    - a. One copy must be emailed directly to the Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment; and
    - b. One copy must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

**6.7 Certifications and Additional Information**

**6.7.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

**6.8 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ *(name of province or territory as specified by the Bidder in its bid, if applicable)*.

### 6.9 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity),
- c) Annex "A", Requirement;
- d) Annex "B", Basis of Payment;
- e) Annex "D", Insurance Requirements;
- f) the Contractor's bid dated \_\_\_\_\_, as clarified \_\_\_\_\_, as amended \_\_\_\_\_ (*Dates inserted at time of contract award*)

### 6.10 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) Comox BC Canada V0R 2K0, Incoterms 2000 for shipments from a commercial contractor.

### 6.11 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for

Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 6.12 Delivery Appointment – All Deliveries

The Contractor must contact the Project Authority identified under the section entitled "Authorities" of the Contract at least fifteen (15) calendar days before the delivery date to coordinate each delivery. The Project Authority may refuse shipments when prior arrangements have not been made.

### 6.13 Delivery and Unloading

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

#### **6.14 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.

#### **6.15 SACC Manual Clauses**

[A1009C](#) (2008-05-12) Work Site Access  
[A9019C](#) (2011-05-16) Hazardous Waste Disposal  
[A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
[B1501C](#) (2018-06-21) Electrical Equipment  
[B7500C](#) (2006-06-16) Excess Goods  
[D9002C](#) (2007-11-30) Incomplete Assemblies  
[D2025C](#) (2017-08-17) Wood packaging materials

#### **6.16 Existing Technical Publications – Translation**

The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

#### **6.17 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](#)".

---

**ANNEX "A"**  
**REQUIREMENT**

**PEST RESISTANT BEDS WITH MATCHING BEDROOM FURNITURE**  
**DEPARTMENT OF NATIONAL DEFENCE - 19 WING COMOX, BC CANADA**

**A.1** The Department of National Defence, requires the supply, delivery, unloading, staging, and installation of up to 96 pest resistant beds and matching bedroom furniture for their accommodations of 19 Wing CFB Comox, British Columbia, Canada.

**A.2** The intent of this project is to outfit four (4) accommodation buildings using robust and environmental friendly products in accordance with the mandatory technical requirements listed section A.4 below.

Each bedroom (BR) set includes:

- Pest resistant bed frame with headboard (Qty: 1)
- Mattress (Qty: 1)
- Night table (Qty: 1)
- Dresser (Qty: 1)

The bedroom sets will be used in four (4) accommodation buildings. Each apartment Building consist of 12, two-bedroom apartments that will be used as Canadian Armed Forces (CAF) training Single Quarters (SQs). These are 2-storey buildings with 6 apartments on main/1<sup>st</sup> floor, and 6 apartments on 2<sup>nd</sup> floor with no freight elevator.

**A.3** While preferred by November 27, 2020, delivery and installation of the first 24 bedroom sets, including a 1-day (up to 7.5 hrs) training for up to five (5) DND personnel, must be completed to the satisfaction of DND by no later than January 22, 2021 (Mandatory).

Delivery and installation of the next 24 bedroom sets, must be completed to the satisfaction of DND by no later than February 25, 2021 (Mandatory).

Delivery of the remaining 48 bedroom sets must be completed by no later than March 19, 2021 (Mandatory) with installation date(s) to occur by no later than June 30, 2022 (Mandatory) as mutually agreed upon between DND and the Contractor.

**A.4 Mandatory Technical Criteria - Important Instructions**

- a. Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how each mandatory technical criterion is met.
- b. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.
- c. Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- d. Answers stating "compliance", "comply", "yes", or other types of positive responses without substantive documentation or literature to justify compliance will be deemed as non-compliant and no further evaluation of the bid will be performed.

- e. Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

Item No.	Mandatory Technical Criteria	Requirement met? Yes/No	Cross-reference to supplied documentation attesting compliance (Bidder must complete)
<b>1</b>	<b>Pest Control Bed Frame with Headboard</b>		
1.a	Size: Length: Min. 78" (1.98 m); Max 85" (2.15m) Width: Min. 54" (1.37 m); Max 60" (1.53m)		
1.b	Must include headboard with minimum height of 12" ( 0.3 m) from top of mattress		
1.c	Must include under-bed compartment for storage of all pest treatment equipment and accessories (items 1.f, 1.h, and 1.i)		
1.d	Must operate on 15A 115V AC power		
1.e	All electrical connections and cables must be integrated into the frame and concealed from view.		
1.f	Electrical power cord must have a continuous length of at least 4' ( 1.2m).		
1.g	Must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.		
1.h	Method of pest prevention: Must include traps, or effective non-chemical means, of preventing pests from reaching the mattress		
1.i	Method of pest treatment: i. Tenting capability must fully enclose the bed and kills 100% of pests at all stages using non-chemical means; and. ii. Method must be capable of enclosing bedding, such as mattress, pillows, sheets and duvet, and not damage or deteriorate the material e.g. through use of moisture.		

Item No.	Mandatory Technical Criteria	Requirement met? Yes/No	Cross-reference to supplied documentation attesting compliance (Bidder must complete)
1.j	All visible surfaces must be high-pressure laminate with Cherry wood look finish to match.		
1.k	Warranty: Bidder must provide details of the manufacturer's standard warranty period for the goods and services that exceeds the minimum warranty period of twelve (12) months stated in Canada's <u>2010A</u> (2020-05-28), General Conditions - Goods (Medium Complexity).		
1.l	Bidder must provide a one (1) day training (up to 7.5 hours) for up to five (5) DND personnel on the operation and maintenance of the pest prevention and treatment method.		
1.m	Documentation must include manufacturer's detailed specifications, parts list, assembly, operating, and maintenance manuals. Must be submitted in English, in electronic PDF format on CD, DVD, or USB key.		
<b>2</b>	<b>Mattress</b>		
2.a	Must match size offered for item 1.a – Pest resistant bed frame: Length: Min. 78" (1.98m); Max 85" (2.15m) Width: Min. 54" (1.37m); Max 60" (1.53m)		
2.b	Flame/ fire resistant.		
2.c	12-13 gauge coil thickness.		
2.d	Minimum 300 coils.		
2.e	Warranty: Bidder must provide details of the manufacturer's standard warranty period for the goods and services that exceeds the minimum warranty period of twelve (12) months stated in Canada's <u>2010A</u> (2020-05-28), General Conditions - Goods (Medium Complexity).		
<b>3</b>	<b>Night Stand</b>		
3.a	17" D x 21" W x 24" H ± 2" in each direction (25.4 cm D x 53.4 cm W x 61 cm H ± 5.08 cm in each direction)		

Item No.	Mandatory Technical Criteria	Requirement met? Yes/No	Cross-reference to supplied documentation attesting compliance (Bidder must complete)
3.b	16" (40.6 cm) ± 2" (5.08cm) Full extension slides, drawer front attached to drawer box.		
3.c	Drawer handle, contemporary, black finish to match night table hardware under item 4.c.		
3.d	Full back to help keep the unit structurally sound.		
3.e	1" (2.54 cm) particle board gables, high-pressure laminate with Cherry wood look finish and 3mm PVC edging to match all other bedroom set items.		
3.f	22" (5.08 cm) thick top, high-pressure laminate with Cherry wood look finish and 3mm PVC edging to match all other bedroom set items.		
3.g	Warranty: Bidder must provide details of the manufacturer's standard warranty period for the goods and services that exceeds the minimum warranty period of twelve (12) months stated in Canada's <u>2010A</u> (2020-05-28), General Conditions - Goods (Medium Complexity).		
<b>4</b>	<b>Dresser</b>		
4.a	18" D x 72" W x 30"H ± 2" in each direction (45.7 cm D x 182.9 cm W x 76.2 cm H ± 5.08 cm in each direction)		
4.b	Min 16" (40.6 cm) Full extension slides, drawer front attached to drawer box.		
4.c	Drawer handles, contemporary, black finish to match night table hardware under item 3.c.		
4.d	Full back to help keep the unit structurally sound.		
4.e	Min 1" (2.54 cm) particle board gables, high-pressure laminate with Cherry wood look finish and 3mm PVC edging to match all other bedroom set items.		
4.f	Min 2" (5.08 cm) thick top, high-pressure laminate with Cherry wood look finish and 3mm PVC edging to match all other bedroom set items.		

N° de l'invitation - Solicitation No.  
W0133-21T016/A  
N° de réf. du client - Client Ref. No.  
W0133-21T016

N° de la modif - Amd. No.  
000  
File No. - N° du dossier  
VIC-0-43067

Id de l'acheteur - Buyer ID  
Vic246  
N° CCC / CCC No. / N° VME - FMS

<b>Item No.</b>	<b>Mandatory Technical Criteria</b>	<b>Requirement met? Yes/No</b>	<b>Cross-reference to supplied documentation attesting compliance (Bidder must complete)</b>
4.g	Warranty: Bidder must provide details of the manufacturer's standard warranty period for the goods and services that exceeds the minimum warranty period of twelve (12) months stated in Canada's <u>2010A</u> (2020-05-28), General Conditions - Goods (Medium Complexity).		

**ANNEX "B"**  
**BASIS OF PAYMENT**

**Mandatory Financial Criteria - Important Instructions**

- a. Bidders must complete and submit the financial evaluation table provided in this Annex with their bid.
- b. Bidders must submit firm all-inclusive firm pricing for mandatory items No. B.1, B.2, B.3, and B.4 described in the financial evaluation table below for their financial bid to be given further consideration in the process.
- c. For products and/or services offered free of charge, Bidders are to specify a price of \$0.00 or "Not Applicable" ("N/A"), or the product or service will be deemed not available and render the bid non-responsive.
- d. Pricing must be in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Comox BC Canada VOR 2K0, shipping charges, Canadian customs duties, and excise taxes included.
- e. Pricing must include firm and inclusive of all direct and indirect expenses incurred in performing the requirement including but not limited to all labour, fringe benefits, overhead, supervision, tools, equipment, materials, parts, environmental fees, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Supplier such as additional surcharges, environmental and transportation fees and charges.
- f. Pricing must also include removal and recycling/disposal of all packaging materials and waste in accordance with any applicable laws.
- g. No other charges will be accepted.
- h. Failure to comply with any of the instructions provided in this Annex will render the bid non-responsive.

Item	Description	Quantity U. of Issue  (A)	All-Inclusive Firm Unit Price  (B)	Extended Price CAD (GST extra) (A)*(B)
<b>B.1</b>	<b>Delivery/Completion: By no later than January 22, 2021 (Mandatory)</b>			
	B.1.1 - Supply one (1) complete bedroom (BR) set in accordance with the requirement detailed in Annex "A". *Bidder must provide cost break-down for BR set: Item 1 – Pest Control Bed Frame \$ _____ / unit Item 2 – Mattress \$ _____ / unit Item 3 – Night stand \$ _____ / unit Item 4 - Dresser \$ _____ / unit	24 Sets	\$ /Set*	\$
	B.1.2 – Delivery & Unloading charges DDP Comox BC	1 Lot	\$ /Lot	\$
	B.1.3 – Assembly, Staging & Installation charges	1 Lot	\$ /Lot	\$

N° de l'invitation - Solicitation No.  
W0133-21T016/A  
N° de réf. du client - Client Ref. No.  
W0133-21T016

N° de la modif - Amd. No.  
000  
File No. - N° du dossier  
VIC-0-43067

Id de l'acheteur - Buyer ID  
Vic246  
N° CCC / CCC No./ N° VME - FMS

Item	Description	Quantity U. of Issue  (A)	All-Inclusive Firm Unit Price  (B)	Extended Price CAD (GST extra)  (A)*(B)
<b>B.1</b>	<b>Delivery/Completion: By no later than January 22, 2021 (Mandatory)</b>			
	B.1.4 – One (1) day on-site training on operation and maintenance of Pest Resistant Bed for up to 7.5 hrs for up to 5 DND personnel	1 Lot	\$ /Lot	\$
<b>B.2</b>	<b>Delivery/Completion: By no later than February 25, 2021 (Mandatory)</b>			
	B.2.1 - Supply one (1) complete bedroom (BR) set in accordance with the requirement detailed in Annex "A". *Bidder must provide cost break-down for BR set: Item 1 – Pest Control Bed Frame \$ _____ / unit Item 2 – Mattress \$ _____ / unit Item 3 – Night stand \$ _____ / unit Item 4 - Dresser \$ _____ / unit	24 Sets	\$ /Set*	\$
	B.2.2 – Delivery & Unloading charges DDP Comox BC	1 Lot	\$ /Lot	\$
	B.2.3 – Assembly, Staging & Installation charges	1 Lot	\$ /Lot	\$
<b>B.3</b>	<b>Delivery/Completion: By no later than March 19, 2021 (Mandatory)</b>			
	B.3.1 - Supply one (1) complete bedroom (BR) set in accordance with the requirement detailed in Annex "A". *Bidder must provide cost break-down for BR set: Item 1 – Pest Control Bed Frame \$ _____ / unit Item 2 – Mattress \$ _____ / unit Item 3 – Night stand \$ _____ / unit Item 4 - Dresser \$ _____ / unit	48 Sets	\$ /Set*	\$
	B.3.2 – Delivery & Unloading charges DDP Comox BC	1 Lot	\$ /Lot	\$
<b>B.4</b>	<b>Delivery/Completion: By no later than June 30, 2022 (Mandatory)</b>			
	B.4.1 – Assembly, Staging & Installation charges *Bidder must provide cost break-down for BR set: *Bidder must provide cost break-down for BR set: Item 1 – Pest Control Bed Frame \$ _____ / unit Item 2 – Mattress \$ _____ / unit Item 3 – Night stand \$ _____ / unit Item 4 - Dresser \$ _____ / unit	48 Sets	\$ /Set*	\$
<b>EVALUATED AGGREGATE PRICE = B.1 + B.2 + B.3 + B4</b>				<b>\$</b>

N° de l'invitation - Solicitation No.  
W0133-21T016/A  
N° de réf. du client - Client Ref. No.  
W0133-21T016

N° de la modif - Amd. No.  
000  
File No. - N° du dossier  
VIC-0-43067

Id de l'acheteur - Buyer ID  
Vic246  
N° CCC / CCC No./ N° VME - FMS

---

**ANNEX "C" to PART 3 OF THE BID SOLICITATION**  
**ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

## ANNEX "D" INSURANCE REQUIREMENTS

### D.1 Commercial General Liability Insurance

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

with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

**D.2 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. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27