



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

See herein for bid submission
instructions/

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

NA

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

Title - Sujet Bus Repairs	
Solicitation No. - N° de l'invitation W0127-20P012/A	Date 2020-11-10
Client Reference No. - N° de référence du client W0127-20P012	GETS Ref. No. - N° de réf. de SEAG PW-\$STN-204-5383
File No. - N° de dossier STN-0-43096 (204)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Standard Time CST on - le 2020-12-01 Heure Normale du Centre HNC	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Simonson, Sheena M.	Buyer Id - Id de l'acheteur stn204
Telephone No. - N° de téléphone (306)241-1169 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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W0127-20P012

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-0-43096

Buyer ID - Id de l'acheteur
STN204
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

Bus Repairs

A Regional Individual Standing Offer (RISO) for the supply of all labour, materials, parts, tools and supervision necessary to provide repairs, maintenance and modifications to various types of buses on an "as required" basis. The Department of National Defence (DND), Canadian Forces Base (CFB) Edmonton, 1 Service Battalion Maintenance Company (1 Svc Bn Maint Coy) is responsible for the maintenance and repair of a fleet of various makes and models of buses. Maint Coy has a completely staffed and equipped heavy equipment repair shop, and any repairs that would be needed are specialized and beyond this capability.

DND will generally be responsible for transporting the buses to and from the Offeror's facility for repair. Occasionally (once or twice per year) in situ repairs or service call may be necessary in cases where the vehicles are unmovable.

The standing offer is for a period of three years.

The requirement is subject to a preference for Canadian services.

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

1.4 Debriefings

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

1.5 Anticipated migration to an e-Procurement Solution (EPS)

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

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

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

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

**As per the above definitions, is the Offeror a FPS in receipt of a pension? YES ()
NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES () NO ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

Offers transmitted by facsimile or hardcopy will not be accepted.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (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 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "A" Requirement.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the Total Bid Price using Annex "B", Basis of Payment.

4.1.2.1 Evaluation of Price - Canadian/Foreign Offerors

SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price - Canadian/Foreign Offerors

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

SACC Manual Clause [M0031T](#) (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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 conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the service offered is a Canadian service, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the service offered being treated as a non-Canadian service.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause [A3050T](#).

5.1.2.1.1 *SACC Manual* clause [A3050T](#) (2020-07-01), 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>), 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](#) 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.

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 entitled "Standing Offer Usage Report". 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 to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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

7.4 Term of Standing Offer

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STN-0-43096

Buyer ID - Id de l'acheteur
STN204
CCC No./N° CCC - FMS No./N° VME

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **[to be inserted at standing offer issuance]** to **[to be inserted at standing offer issuance]**.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sheena Simonson
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 110-101 22nd St E, Saskatoon, Saskatchewan, S7K 0E1

Telephone: 306-241-1169
Facsimile: 306-975-5397
E-mail address: sheena.simonson@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative

Please fill in the below section:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence (DND), Canadian Forces Base (CFB) Edmonton.

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-TPSGC 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 \$25,000.00 (Applicable Taxes included).

7.12 Priority of Documents

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

- a. the call up against the Standing Offer, including any annexes;

- b. the articles of the Standing Offer;
- c. the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d. the general conditions [2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity);
- e. Annex A, Statement of Work; Requirement;
- f. Annex B, Basis of Payment;
- g. Annex D, Standing Offer Usage Report;
- h. Annex E, Insurance Requirements;
- i. the Offeror's offer dated **[to be inserted at standing offer issuance]**.

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.3 SACC Manual Clauses

[M3060C](#) (2008-05-12), Canadian Content Certification

7.14 Applicable Laws

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

7.15 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ **[per each individual call up]**. Customs duties are [included] **[to be inserted at standing offer issuance]** and Applicable Taxes are extra.

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

7.5.3 Single Payment

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

7.5.4 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department
[C0711C](#) (2008-05-12), Time Verification

7.5.5 Electronic Payment of Invoices – Call-up

[to be inserted at standing offer issuance]

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.
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 E. 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

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

7.10 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"

STATEMENT OF WORK

1. BACKGROUND INFORMATION

The Department of National Defence (DND), Canadian Forces Base (CFB) Edmonton, 1 Service Battalion Maintenance Company (1 Svc Bn Maint Coy) is responsible for the maintenance and repair of a fleet of various makes and models of buses. These buses are used by all units within CFB Edmonton to transport troops to and from various exercises throughout the region, as well as transportation of troops to the airport, the ranges and other locations. Because some of the fleet is aging, the repairs are becoming more frequent and 1 Svc Bn Maint Coy is unable to keep up to the demand. Maint Coy has a completely staffed and equipped heavy equipment repair shop, and any repairs that would be needed are specialized and beyond this capability.

2. REQUIREMENT

Bus Repairs

A Regional Individual Standing Offer (RISO) for the supply of all labour, materials, parts, tools and supervision necessary to provide repairs, maintenance and modifications to various types of buses on an "as required" basis.

DND will generally be responsible for transporting the buses to and from the Offeror's facility for repair. Occasionally (once or twice per year) in situ repairs or service call may be necessary in cases where the vehicles are unmovable.

The standing offer is for a period of three years.

2.1 Serviceable Equipment

Buses in this category include, but are not limited to:

- Five (5) x 2007 Motor Coach Industries (MCI) J4500;
- One (1) x 2005 Bluebird A3FE;
- Two (2) x 2006 Thomas FS65;
- Three (3) x 2009 International IC FE300;
- One (1) x 2008 Setra Bus; and
- One (1) x 2009 Setra Bus

2.2 Typical Services

Include repairs, maintenance, modifications and provision of replacement parts. Examples of such repairs in this category include, but are not limited to:

- Repair, rebuild or replacement of engines or transmissions;
- Perform diagnostics, repairs and overhauls to bus system;
- Perform diagnostics to engine electrical and computer systems;
- Repairs to suspension;
- Repair/recharge of air conditioning systems;
- Repair of rebuild of single and tandem axles;
- Minor paint, auto body and glass repairs

3. CALL-UP PROCEDURES

The call-up procedures require that call-ups be issued on the predetermination of the work (diagnostic or inspection) identified to the Project Authority via a quote. After review of the quote by the Project Authority, a call-up is issued then DND transport the vehicle to the Offeror's site.

4. RESPONSE TIME

The actual repair timeline will be mutually agreed to by the Offeror and DND which will be determined at the timeline of the call-up.

4.1 Routine Services

The Offeror must respond to call-up request within forty-eight (48) hours of receiving the request. The actual repair timeline will be mutually agreed to by the Offeror and DND which will be determined at the time of the call-up.

4.2 Emergency Services

The Offeror may be required to provide occasional emergency service on priority of operational equipment. For emergency services, the Offeror must respond to a call-up request within twenty-four (24) hours of receiving the request.

5. TECHNICAL QUALIFICATIONS

The Offeror must provide copies of trade qualifications or certifications for its employees upon request of the Project Authority.

5.1 MCI Buses

All maintenance and repair work must be performed by a MCI factory trained technician(s), with valid certification, who is compliant with the original manufacturer's ongoing training/quality program for all equipment listed.

5.2 All Other Buses

All maintenance and repair work must be performed by licensed technicians or apprentices under the direct supervision of a licensed technician that is qualified for the type of equipment that requires repairs. All technicians and apprentices must have valid certifications and it is the responsibility of the Offeror to supply fully licensed and accredited employees. The Offeror must also have at least one Journeyman Heavy Equipment Technician (Truck Transport) or recognized equivalency. To work as an Automotive Technician in Alberta, a person must be a registered apprentice or a certified journeyman or hold a trade certificate which is recognized as equivalent to an Alberta trade. Equivalents can be found on the Alberta Apprentice and Industry training Website at:

http://tradesecrets.org/working_in_alberta/recognized_certificates.asp?trade_num=009

6. PARTS PLAN

6.1 Exchange Parts Plan

The worn or damaged parts and components covered by the terms of the Standing Offer document will be exchanged for factory rebuilt parts on the basis of one-for-one and like-for-like. In the event factory rebuilt parts are not available, new and unused parts and components will be supplied instead.

6.2 Used Parts Plan

If the Offeror plans to utilize recycle of after-market parts, a warranty must be provided by the manufacturer of Offeror that is equal to a warranty offered for an OEM equivalent. The Offeror must also verify that the use of after-market parts will not void any new-vehicle manufacturers warranty or impact your obligations under a vehicle lease contract.

6.3 Core Changes

Where applicable, core charges for existing parts must be identified in estimated provided prior to work commencement. The Offeror must provide Canada with proof of the manufacturer's final core value. The final core value will be deducted from the final invoice for work done for each call-up.

6.4 Estimates and Invoicing

The Offeror must furnish Canada with an itemized list for parts and service which clearly identifies any new, used, repaired, re-manufactured or aftermarket parts (to be) used in a repair.

7. WARRANTY

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. Canada 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, and the Contractor must 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 and will be reimbursed its reasonable travel and living expenses.
3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
 - a. the warranty period remaining, including the extension, or
 - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

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

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

Instructions to Bidders

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Bids which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Bidder should demonstrate their capability in a thorough, concise and clear manner.
4. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation or stating, without any substantiating information, that a bidder is compliant will not be sufficient.

5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance. All substantiating information should be provided with the bid at solicitation closing date. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
7. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the bidder meets each evaluation criteria. Alternatively, and to avoid any duplication, bidders may also refer to the different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

Item #	Performance Specification	Status (M) Mandatory	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders <u>should</u> cross-reference where this performance specification is indicated in their supporting documents
1	Bidder must have minimum one (1) Motor Coach Industries (MCI) factory trained technician with valid certification	M		
2	Bidder must have minimum one (1) journeyman Heavy Equipment Technician (Truck Transport), or equivalent, with valid certification	M		

ANNEX "B"

BASIS OF PAYMENT

PRICES

- Prices submitted must be in CAD, and the Offeror will be paid firm unit prices in CAD. The standing offer will be issued in CAD.
- **Offerors must fill in each "Firm Unit Price (CAD)" blank in the format requested in the table below. Failure to fill in any unit price blank in the format requested will deem the bid non-responsive.**
- Firm Unit Price(s) must remain firm for the duration of the Standing Offer
- Applicable taxes (e.g. GST/HST) are not to be included in the table(s) below, but are to be shown as a separate line item on invoices for call ups against the standing offer.
- In addition to the prices established in Annex "B", the Offeror can offer special discounts, such as yearend sales, production surplus, special sales and promotions, etc., as long as the price is lower than the prices listed in Annex "B".

INVOICES

- Invoices must be within a maximum of 110% of the written estimate provided by the Offeror. As per Alberta Motor Vehicle Industry Council (AMVIC) guidelines, written estimates for additional work or service must not commence without approval in writing from the Project Authority.

ESTIMATED USAGE

- Estimated usages are for evaluation purposes only, and do not guarantee the amount of product that will be required and requested.
- Estimated usages will not form part of the final Standing Offer.
- Actual usages may vary from the estimated usages.

<u>ITEM #</u>	<u>DESCRIPTION</u>	ANNUAL ESTIMATED USAGE	FIRM UNIT PRICE (CAD): YEAR 1	FIRM UNIT PRICE (CAD): YEAR 2	FIRM UNIT PRICE (CAD): YEAR 3	TOTAL ESTIMATED PRICE (CAD): YEARS 1-3 (E) = (A x B) + (A x C) + (A x D)
		(A)	(B)	(C)	(D)	
1.0	LABOUR					
1.1	Regular hourly rate for an Apprentice (as applicable) as per Annex "A", Statement of Work	50 hours	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ _____
1.2	Regular hourly rate for a Certified Technician as per Annex "A",	25 hours	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ _____

	Statement of Work					
1.3	Regular hourly rate for a Journeyman Heavy Equipment Technician as per Annex "A", Statement of Work	25 hours	\$ ____/hour	\$ ____/hour	\$ ____/hour	\$ _____
TOTAL ESTIMATED PRICE: LABOUR <small>(1.1E + 1.2E + 1.3E)</small>						\$ _____
2.0	PARTS	ANNUAL ESTIMATED USAGE	FIRM UNIT PRICE (CAD): YEAR 1	FIRM UNIT PRICE (CAD): YEAR 2	FIRM UNIT PRICE (CAD): YEAR 3	TOTAL ESTIMATED PRICE (CAD): YEARS 1-3 (E) = (A x [1-B]) + (A x [1-C]) + (A x [1-D])
		(A)	(B)	(C)	(D)	
2.1	Prices as listed in current published price list less a discount of ____%	\$20,000.00	____ %	____ %	____ %	\$ _____
TOTAL ESTIMATED PRICE: PARTS <small>(2.1E)</small>						\$ _____
3.0	SHOP SUPPLIES	ANNUAL ESTIMATED USAGE	FIRM UNIT PRICE (CAD): YEAR 1	FIRM UNIT PRICE (CAD): YEAR 2	FIRM UNIT PRICE (CAD): YEAR 3	TOTAL ESTIMATED PRICE (CAD): YEARS 1-3 (E) = (A x B) + (A x C) + (A x D)
		(A) <small>(Estimated Labour + Estimated Parts)</small>	(B)	(C)	(D)	
3.1	To be charged based on a ____% of total labour and parts invoiced for each call-up	\$40,000.00	____ %	____ %	____ %	\$ _____
TOTAL ESTIMATED PRICE: SHOP SUPPLIES <small>(3.1E)</small>						\$ _____
						\$ _____

Solicitation No. - N° de l'invitation
W0127-20P012/A
Client Ref. No. - N° de réf. du client
W0127-20P012

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-0-43096

Buyer ID - Id de l'acheteur
STN204
CCC No./N° CCC - FMS No./N° VME

TOTAL EVALUATED BID PRICE (CAD) (TOTAL ESTIMATED PRICE: LABOUR + TOTAL ESTIMATED PRICE: PARTS + TOTAL ESTIMATED PRICE: SHOP SUPPLIES)	
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Solicitation No. - N° de l'invitation
W0127-20P012/A
Client Ref. No. - N° de réf. du client
W0127-20P012

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-0-43096

Buyer ID - Id de l'acheteur
STN204
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" 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 "E"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance – G2001C (2018-06-21)

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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

Automobile Liability Insurance – G2020C (2018-06-21)

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.

Garage Automobile Liability Insurance - G6002C (2018-06-21)

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
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.