



<p>RETURN OFFERS TO RETOURNER LES OFFRES À :</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada ec.soumissionsbids.ec@canada.ca</p> <p>REQUEST FOR STANDING OFFER DEMANDE D’OFFERS À COMMANDES (DOC)</p> <p>OFFERS TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>OFFRES À : ENVIRONNEMENT CANADA</p> <p>Nous offrons d’effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre <i>On-road Vehicles</i> External Testing</p>	
	<p>Solicitation No. /SAP No. – N° de l’invitation EC / N° SAP 5000049207B</p>	
	<p>Date of solicitation (YYYY-MM-DD) – Date de l’invitation (AAAA-MM-JJ) 2021-02-24</p>	
	<p>Solicitation Closes (YEAR-MM-DD) – L’invitation prend fin (AAAA-MM-JJ)</p> <p>at – à 3:00 P.M. on – 2021-03-22</p>	<p>Time Zone – Fuseau horaire</p> <p>Eastern Daylight Time</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Josee.francoeur@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-3822</p>	<p>Fax No. – N° de Fax N/A</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2023-03-31</p>	
	<p>Destination - of Services / Destination des services 335 River Road, Ottawa, Ontario, K1V 1C7</p>	
	<p>Security / Sécurité There is no security requirement with this solicitation.</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>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)</p>		
<p>Signature</p>	<p>Date</p>	

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This bid solicitation cancels and supersedes previous bid solicitation dated November 10th, 2020

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Point Rated Technical Criteria, the Insurance Requirements, and the Standing Offers Reporting.

1.2 Summary

- 1.2.1 *The Offeror must provide on-road vehicle tests to support Environment and Climate Change Canadas 'mandate to preserve and enhance the quality of the natural environment.*
The Period of the contract is from Date of Contract to March 31, 2023 for the initial period, with two (2) additional option period of one (1) year each.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (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: 120 days

2.2 Submission of Offers

Offers must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the offer solicitation.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to Environment and Climate Change Canada 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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 electronic copy)

Section II: Financial Offer (1 electronic copy)

Section III: Certifications (1 electronic copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

The total size of the email, including all attachments, **must be less than 15 megabytes (MB)**. It is each Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

Offers sent by mail, fax or other means **will not** be accepted.

Offerors should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Offers and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Offeror's responsibility to ensure that the Contracting Authority receives an offer on time, in the mailbox that has been identified for offer receipt purposes. Date stamps for this form of transmission are not acceptable.

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 Annex B, Basis of Payment.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the offer must be the experience of the Offeror itself (which includes the experience of any companies that formed the Offeror by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Offeror’s affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

4.1.1.1 Mandatory Technical Criteria

Item	Mandatory Technical (MT) Requirements	Met/Not Met	Bid Page#
M1	Bidders must demonstrate they have emission test equipment complying with the provisions specified in 40 CFR 86, including the availability of a 2WD dynamometer.		
M2	Bidders must demonstrate they have a minimum of three (3) years of experience within the last five (5) years in measuring exhaust emissions and/or evaporative emissions with the provisions outlined above (M1)		
M3	Bidders must demonstrate that testing described in M2 have been used within the last 5 years to demonstrate compliance with the corresponding regulations of the United States Environmental Protection Agency, the California Air Resources Board, or Environment and Climate Change Canada.		
M4	Bidders must show proof of insurance coverage against damage and/or loss of Government owned/supplied equipment and material. Proof of insurance certificate must be provided. See Annex C		

Asset Technical Evaluation Criteria

Item	Asset Technical (AT) Criteria	Met/Not Met	Bid Page#
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Item	Asset Technical (AT) Criteria	Met/Not Met	Bid Page#
A1	Bidders must demonstrate they have emission test equipment complying with the provisions specified in 40 CFR 86, including the availability of a 4WD dynamometer.		
A2	Bidders must demonstrate they have test equipment to measure evaporative emissions of hydrocarbons with the test procedures of 40 CFR 86 as applicable.		

* For the purpose of this stream, HDV include only heavy-duty vehicles up to a GVWR of 14,000 lbs (i.e. HD Class 2 & 3)

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

4.2.2 Classification of tenders:

All responsive offers will be ranked according to evaluated price, Lowest to High, for issuance of a standing offer. The company offering the lowest price will have “right of first refusal” for the issuance of a call-up.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour/s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to March 31, 2023.
The period of the option year one is from April 1, 2023 to March 31, 2024 and,
The period of the option year two is from April 1, 2024 to March 31, 2025.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Josee Francoeur
Title: Team Leader for the NCR
Directorate: Procurement & Contracting Services
Address: 200 Sacre-Coeur Blvd, Gatineau, Quebec, Canada, K1A 0H3
Telephone: 819-938-3822
Email address: josee.francoeur@canada.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 (At contract award)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____

Email address: _____

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

7.5.3 Offeror's Representative (at contract award)

The Offeror's Representative for the Standing Offer is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

Email address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Project Authority.

7.8 Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or an equivalent form.

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,

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 \$50,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$900,000.00 (**Applicable Taxes excluded**) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 6 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 supplemental general conditions 2005 (2017-06-21);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- i) Annex D, Standing Offers Reporting
- j) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

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.

7.13.2 SACC Manual Clauses

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

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 Ontario.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract to **March 31, 2023** inclusive.

7.3.1.2 Period of Option Year

The period of the option year one is from April 1, 2023 to March 31, 2024 and, The period of the option year two is from April 1, 2024 to March 31, 2025.

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. Customs duties are included and applicable taxes 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.

7.5.2 Limitation of Price

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

7.5.3 Multiple Payments

SACC *Manual* clause [H1001C](#) (2008-05-12) Multiple Payments.

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.

7.7 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"
STATEMENT OF WORK

Title:

On-road Vehicles (LDV, LDT, MDPV & HDV¹ Chassis Tested)

1.0 BACKGROUND

- 1.1 Environment and Climate Change Canada's (ECCC) mandate is to preserve and enhance the quality of the natural environment; conserve Canada's renewable resources; conserve and protect Canada's water resources; forecast weather and environmental change; enforce rules relating to boundary waters; and coordinate environmental policies and programs for the federal government.
- 1.2 The *Canadian Environmental Protection Act, 1999* (CEPA) gives authority to ECCC to “undertake research and development programs for the study of the effect of vehicles, engines or equipment or emissions on air pollution, energy conservation and the environment and for the promotion of measures to control that effect” (Subsection 158.(b)). Vehicles and Engines Testing and Emissions Verification section (VETEV) of ECCC’s Transportation Division (TD) administers testing programs to meet this commitment.
- 1.3 VETEV tests vehicles to ensure conformance with environmental standards and regulations, as indicated through the CEPA. This may include service accumulation of kilometers on a given vehicle, and emission testing against related standards and regulations.
- 1.4 This Statement of Work covers testing of LDV, LDT, MDPV and HDV (chassis tested up to a GVWR of 14,000 lbs) as defined in the *Heavy-duty Vehicle and Engine Greenhouse Gas Emission Regulations, On-Road Vehicle and Engine Emission Regulations and Passenger Automobile and Light Truck Greenhouse Gas Emission Regulations* as applicable.

2.0 DEFINITIONS AND APPLICABLE DOCUMENTS

- 2.1 The following list of definitions and acronyms is relevant to and forms a part of this Statement of Work (SOW). The list is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this SOW.

¹ For the purpose of this stream, HDV vehicles include only heavy-duty vehicles up to a GVWR of 14,000 lbs (i.e. HD Class 2 & 3)

Term/Acronym	Definition
CFR	Code of Federal Regulation from the American Environmental Protection Agency (EPA). In this SOW, CFR refers to Title 40: <i>Protection of the Environment</i> , unless otherwise stated.
GoC	Government of Canada
Heavy-duty vehicle (HDV)	Means an on-road vehicle that has a GVWR of more than 3 856 kg (8,500 lb), a curb weight of more than 2 722 kg (6,000 lb) or a basic vehicle frontal area in excess of 4.2 m ² (45 sq. ft.). For the purpose of this stream, HDV vehicles include only heavy-duty vehicles up to a GVWR of 14,000 lbs (i.e. HD Class 2 & 3).
Light-duty vehicle (LDV)	Means an on-road vehicle that is designed primarily for the transportation of persons and has a designated seating capacity of not more than 12 persons.
Light-duty truck(LDT)	<p>Means an on-road vehicle that has a GVWR of 3 856 kg (8,500 lb) or less, a curb weight of 2 722 kg (6,000 lb) or less and a basic vehicle frontal area of 4.2 m² (45 sq. ft.) or less and that</p> <p>(a) is designed primarily for the transportation of property or is a derivative of a vehicle that is designed for that purpose;</p> <p>(b) is designed primarily for the transportation of persons and has a designated seating capacity of more than 12 persons; or</p> <p>(c) is available with special features that enable it to be operated and used off-road, the special features being four-wheel drive and at least four of the following characteristics that are calculated when the vehicle is at curb weight and on a level surface with the front wheels parallel to the vehicle's longitudinal centreline and the tires are inflated to the manufacturer's recommended pressure:</p> <p>(i) an approach angle of not less than 28°,</p> <p>(ii) a break-over angle of not less than 14°,</p> <p>(iii) a departure angle of not less than 20°,</p> <p>(iv) ground clearances of not less than 17.8 cm (7 in.) under the front and rear axles, and</p> <p>(v) a ground clearance of not less than 20.3 cm (8 in.) under any point other than the front or rear axle.</p>

Term/Acronym	Definition
Medium-duty passenger vehicle(MDPV)	<p>Means a heavy-duty vehicle that has a GVWR of less than 4 536 kg (10,000 lb) and that is designed primarily for the transportation of persons but does not include any vehicle that</p> <p>(a) is a truck that is incomplete because it does not have a primary load carrying device or container attached;s</p> <p>(b) has a seating capacity of more than 12 persons;</p> <p>(c) is designed to seat more than 9 persons behind the driver; or</p> <p>(d) is equipped with an open cargo area (for example, a pick-up truck box or bed) of 183 cm (72 in.) in interior length or more or with a covered box not readily accessible from the passenger compartment.</p>
On-road vehicle	<p>Means a self-propelled vehicle designed for or capable of transporting persons, property, material or permanently or temporarily affixed apparatus on a highway, but does not mean a vehicle that</p> <p>(a) cannot exceed a speed of 40 km/h (25 mph) on a level paved surface;</p> <p>(b) lacks features customarily associated with safe and practical highway use such as a reverse gear, unless the vehicle is a motorcycle, a differential, or safety features required by federal or provincial laws;</p> <p>(c) exhibits features that render its use on a highway unsafe, impractical, or highly unlikely, such as tracked road contact means or inordinate size; or</p> <p>(d) is a military vehicle designed for use in combat or combat support.</p>
Test Specimen	LDV, LDT, MDPV and HDV ¹ (chassis tested)
VETEV	Vehicles and Engines Testing and Emissions Verification section of ECCC.

2.2 The following links are provided for ease of reference while reading this document and relate to the applicable test procedures, preparations and service accumulations:

2.2.1 40 CFR 86:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=bbbe3e3502a64113e698876fd6ad933c&mc=true&node=pt40.19.86&rgn=div5>

2.2.2 40 CFR 600:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=ec9fa11b568619d44a26c921d86fd1d0&mc=true&node=pt40.32.600&rgn=div5>

2.2.3 40 CFR 1037:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=ec9fa11b568619d44a26c921d86fd1d0&mc=true&node=pt40.36.1037&rgn=div5>

2.2.4 40 CFR 1065:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=ec9fa11b568619d44a26c921d86fd1d0&mc=true&node=pt40.37.1065&rgn=div5>

2.2.5 40 CFR 1066:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=ec9fa11b568619d44a26c921d86fd1d0&mc=true&node=pt40.37.1066&rgn=div5>

2.3 New regulations may be added to the list above as a result of amendments to the Regulations or other decisions outside the control of VETEV. In this event, Offerors will be given as much time as possible to inform them of new requirements for testing.

3.0 SCOPE OF WORK

3.1 **LDV, LDT, MDPV and HDV**¹ (chassis tested)

3.2 VETEV intends to spend approximately

- a) 50k (25k-50k per call up) in 2020-2021
- b) 300k (25k-50k per call up) in 2021-2022
- c) 300k (25k-50k per call up) in 2022-2023

Optional

- d) One Additional Year in 2023-2024
- e) One Additional Year in 2024-2025

Approximately 300k per additional year

3.2.2 The Offeror shall be equipped with emissions test equipment complying with the provisions specified in 40 CFR 86.

3.2.3 The Offeror shall set-up the test specimen in accordance with all applicable procedures specified in 40 CFR 86, as the case may be, and as indicated in any resultant Call-up(s).

3.2.4 The Offeror shall perform OBD-II J1979 data logging during all exhaust emission testing events. PIDs to be specified by the technical authority in any resultant Call-up(s).

3.2.5 The Offeror shall report all regulated exhaust emissions using the procedures and equipment prescribed in 40 CFR 86, and as indicated in any resultant Call-up(s). The availability of a 4WD dynamometer and/or a 2WD dynamometer is required for testing.

3.2.6 The Offeror shall measure evaporative emissions of hydrocarbons with the test procedures of 40 CFR 86 as applicable. Details will be indicated in any resultant Call-up(s).

3.2.7 The Offeror shall inspect the test specimen upon receipt from VETEV. The Offeror shall report any damage, irregularity or area of concern upon inspection and testing of the test specimen. In the event of any damages or repairs needed, the Offeror shall contact the technical authority prior to making any repairs or adjustments to the test specimen.

4.0 DELIVERABLES

- 4.1 For every Call-up, the Offeror shall provide a signed report in electronic format containing the following deliverables:
- 4.1.1 Summary of results, including comments on any unusual results or findings during testing;
- 4.1.2 Raw data results, including, but not limited to the driver trace data of actual speed vs desired speed for accumulation and testing, emission results and OBD-II J1979 data logging for applicable tests;
- 4.1.3 A section listing the pertinent calibrations performed in preparation for testing, including the dates of the latest calibrations performed on the equipment used for testing, as well as the calibration procedures used, in accordance with the applicable CFR;
- 4.1.4 Log book containing documentation of events with date and time, odometer, data and initial of technician for all tasks being performed from the time the test specimen was received and returned to VETEV including;
- a) Any preparation and set-up done (including fuel exchanges and canister loading)
 - b) Any pre-conditioning or testing done and which cycle, including dynamometer coast down derivation
 - c) Any issues with specimen during prep or testing: trouble codes, engine light, invalid tests and the reason that the test was invalid, etc.
 - d) Any changes in set-up
 - e) Any maintenance done or fluid checked
 - f) Make, model, CFR setting and placement of the fan for each test
 - g) Any damage or irregularity
 - h) Any other information the Offeror deems could have affected emissions
- 4.1.5 Pictures for Every Chassis Dynamometer Test Setup (including the actual date and timestamp on each picture)
- a) Windshield File Number and VIN
 - b) General photo of vehicle on dynamometer (Front)
 - c) General photo of vehicle on dynamometer (Rear)
 - d) Fan placement and Vehicle's Hood Configuration
 - e) Display Indicating Fixed or Variable Speed Fan Operation (If applicable)
 - f) Tie down points
 - g) Wheels placement on dynamometer
 - h) Any issues with specimen during prep or testing: trouble codes, engine light, etc.
 - i) CVS connection to muffler/exhaust pipe
 - j) Instrument Cluster at End of Testing, Prior to Key Off
 - k) Any other relevant pictures
- 4.1.6 A report of the fuel specifications for the fuel used for testing. The test fuel parameters reported must be at minimum those listed in the applicable CFR and must be measured using the reference procedures listed therein.
- 4.1.7 Technical specification of laboratory set-up and equipment, including but not limited to, specifications of the dynamometer, torque and speed measuring devices, sampling equipment (including but not limited to emissions analyzers and exhaust sampling system), and all equipment used to measure and record other test parameters
- 4.2 The Offeror shall ensure that all electronically submitted Deliverables are in the following format: Microsoft Excel, Comma Separated Values (CSV) or Portable Document Format (PDF) for raw data results, and signed Portable Document Format (PDF) for reports.

5.0 LANGUAGE OF WORK

5.1 The language of all written Deliverables shall be English or French at the Offeror's discretion.

6.0 HANDLING AND STORAGE REQUIREMENT

6.1 The Offeror's facility shall be accessible by commercial vehicles. Commercial vehicle is defined as a truck, tractor or trailer or any combination thereof that weighs more than 4,500 kg.

6.2 The Offeror shall be responsible for unloading the test specimen at its facility without the assistance of federal government or carrier personnel.

6.3 The Offeror shall store the test specimen in a secured area protected from the weather, tampering, and unauthorized access.

7.0 GREEN PROCUREMENT AND SERVICES

7.1 The Offeror shall ensure, where possible, that all materiel employed and work methods utilized by both the Offeror and its deployed resources shall accommodate the Policy on Green Procurement of the GoC (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

ANNEX "B"
BASIS OF PAYMENT

The Contractor will provide financial submission as follows:

Initial Period: from signing to 31-March-2022 (Year 1), from 01-April-2022 to 31-March-2023 (year 2).

Option Period #1: from 01-April-2023 to 31-March-2024

Option Period #2: from 01-April-2024 to 31-March-2025

Price will be determined by the lowest Total Price
Total Price = A + B + C + D

Table 1 - Pricing for Test Specimen Set-up

Firm prices per test specimen.

	(A) Year 1 Initial Period	(B) Year 2 Initial Period	(C) Option Period #1	(D) Option Period #2	Total Price
Test Specimen Price					

Table 2 – Pricing for preliminary to testing steps and all deliverables as listed in the SOW

Firm prices per test specimen (fuel included).

	Year 1 Initial Period	Year 2 Initial Period	Option Period #1	Option Period #2	Total Price
Butane purge					
Precondition					
Dynamometer Coast Down					

Table 3 – Pricing for exhaust emissions testing in accordance with CFR 86 and all deliverables as listed in the SOW

Firm prices per test specimen (fuel included).

	Year 1 – Initial Period	Year 2 Initial Period	Option Period #1	Option Period #2	Total Price
Federal Test Procedure (FTP 75)					
Highway Fuel Economy Driving Schedule (HWFET)					
Cold CO + NMHC					
US06 Supplemental Federal Test Procedure (US06)					
3-day Diurnal + Hot Soak ²					

² Please ensure that this price includes all the associated prep, FE, DD, LA4, FE, CL, FTP, etc.

2-day Diurnal + Hot Soak ³					
OBD-II J1979 data logging					

³ Idem

ANNEX "C"

INSURANCE REQUIREMENTS

Marine liability insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment and Climate Change Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. 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.
 - d. Cross liability and 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.
 - e. Litigation rights: Pursuant to subsection 5(d) of the Department of Justice Act, R.S.C. 1985, 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.

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. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- m. 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:

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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.

ANNEX "D"
STANDING OFFERS REPORTING

Date of Call-up	Service Provided	Work Completion Date	Quantity	Price	Total