



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC

Voir dans le document/  
See herein

NA  
Québec  
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**

TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> Repair and parts - Trucks Repair, parts purchasing, inspections Inter Trucks	
<b>Solicitation No. - N° de l'invitation</b> W0106-20S015/A	<b>Date</b> 2021-06-15
<b>Client Reference No. - N° de référence du client</b> W0106-20S015	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCN-043-18181
<b>File No. - N° de dossier</b> QCN-0-43167 (043)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-07-16</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> Voir Doc.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Langis, Sonia	<b>Buyer Id - Id de l'acheteur</b> qcn043
<b>Telephone No. - N° de téléphone</b> (418)254-9962 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE Base de Soutien Valcartier 5 Bon Svc, Cie Tpt 110 rue Decary COURCELETTE Québec G0A4Z0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY.....	3
1.3 DEBRIEFINGS.....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS.....	5
2.3 FORMER PUBLIC SERVANT.....	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	8
2.5 APPLICABLE LAWS.....	8
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	8
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>9</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES.....	10
4.2 BASIS OF SELECTION.....	11
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>12</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	12
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	12
<b>5.2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION (SEE ANNEX F TO BE COMPLETED BY THE OFFEROR).....</b>	<b>12</b>
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS.....</b>	<b>14</b>
6.1 SECURITY REQUIREMENTS.....	14
6.2 INSURANCE REQUIREMENTS.....	14
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>15</b>
<b>A. STANDING OFFER.....</b>	<b>15</b>
7.1 OFFER.....	15
7.2 SECURITY REQUIREMENTS.....	15
7.3 STANDARD CLAUSES AND CONDITIONS.....	15
7.4 TERM OF STANDING OFFER.....	15
7.5 AUTHORITIES.....	15
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
7.7 IDENTIFIED USERS.....	17
7.8 CALL-UP INSTRUMENT.....	17
7.9 LIMITATION OF CALL-UPS.....	17
7.10 FINANCIAL LIMITATION.....	18
7.11 PRIORITY OF DOCUMENTS.....	18
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	18
7.13 APPLICABLE LAWS (TO BE COMPLETED BY THE OFFEROR).....	19
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	19

Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

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<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>20</b>
7.1 STATEMENT OF WORK.....	20
7.2 STANDARD CLAUSES AND CONDITIONS.....	20
7.3 TERM OF CONTRACT.....	20
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	20
7.5 PAYMENT.....	20
7.6 INVOICING INSTRUCTIONS.....	21
7.7 INSURANCE – SPECIFIC REQUIREMENTS.....	21
7.8 DISPUTE RESOLUTION.....	22
<b>ANNEX "A" STATEMENT OF WORK.....</b>	<b>23</b>
<b>ANNEX "B" BASIS OF PAYMENT.....</b>	<b>25</b>
<b>ANNEX "C" INSPECTION REPORT.....</b>	<b>28</b>
<b>ANNEX "D" INSURANCE REQUIREMENTS.....</b>	<b>30</b>
<b>ANNEX "E" ELECTRONIC PAYMENT INSTRUMENTS (TO BE COMPLETED BY THE OFFEROR).....</b>	<b>32</b>
<b>ANNEX "F" COMPLETE LIST OF COMPANY BOARD OF DIRECTORS (TO BE COMPLETED BY THE OFFEROR).....</b>	<b>33</b>

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

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

### 1.2 Summary

- 1.2.1 Title:** This statement of work sets out the general and specific requirements for inspections services, repairs services and purchases of INTERNATIONAL brand truck parts.

**Description :** The purpose of this Request for Standing Offer is to provide general and specific requirements for inspections services, repair and parts purchasing services for INTER trucks.

The Contractor shall, on a call-up basis, supply the following services and goods for INTERNATIONAL trucks:

- vehicle inspections
- repairs in the Contractor's shops;
- supply original INTERNATIONAL brand parts only;
- delivery of parts to Valcartier Support Base; and
- pick-up and drop-off of vehicles at Valcartier Support Base.

### **1.2.2 Electronic transmission of offer**

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

### **1.3 Debriefings**

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

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

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

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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. (Section 1.2006 - Standard Instructions - Request for Standing Offers - Goods or Services - Buyandsell.gc.ca)

### 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:

#### 2.2.1 PWGSC Québec Region Bid Receiving Unit

The Offeror must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

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

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

For more information on the use of Postel, please see the following link.

<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-by-using-epost-connect>

#### 2.2.2 By Fax at : 418-566-6468

Due to the nature of the Request for Standing Offers, transmission of offers by 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 *(to be completed by the offeror)***

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 web sites 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 *(to be completed by the offeror)***

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 Quebec.

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

## 2.6 Bid Challenge and Recourse Mechanisms

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

Section I: Financial Offer  
Section II: Certifications

Due to the nature of the Request for Standing Offers, Offer transmitted by hardcopy will not be accepted.

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

#### **Section I: Financial Offer**

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

##### **3.1.1 Electronic Payment of Invoices - Offer**

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

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

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

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

C3011T (2013-11-06), Exchange Rate Fluctuation,  
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5>)

**Section II: 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 Financial Evaluation**

For evaluation purposes only, the price of the bid will be determined as follows:  
The price of the offer will be calculated by establishing a total valuation amount. This amount will be calculated by adding the valuation amounts for each period.  
The valuation amount for each period will be calculated by adding the items below.

##### **4.1.1.1** For items 1, 2, 4 and 5 mentioned in Annex B, Basis of payment

The amount requested per item multiplied by the estimated annual quantity

##### **4.1.1.2** For item 3 - Purchase of parts, mentioned in Annex B, Basis of payment

The discount rate for item 3 applied to the estimated annual quantity. This value will be deducted from the annual amount for each year.

The Total Evaluation Amount will therefore be the sum of the Evaluation Amount for the three years of the Standing Offer. Let be the total financial value of items 1, 2, 3, 4 and 5.

#### **4.1.2 Evaluation of Price - Canadian/Foreign Bidder**

**4.1.2.1** Bidders must submit firm prices, customs duties, excise taxes and Applicable Taxes excluded.

**4.1.2.2** Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

**4.1.2.3** Bidders must provide prices Delivered at Place (DAP) Garrison Valcartier, Quebec according to Incoterms 2010 for shipments from a commercial contractor. Bids will be assessed on an DAP basis.

Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

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## **4.2 Basis of Selection**

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

## **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** (*see Annex F to be completed by the offeror*)

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

Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

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

### **6.1 Security Requirements**

There is no security requirement applicable to the request of the Standing Offer.

### **6.2 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 D.

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A

#### **7.2 Security Requirements**

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

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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. 9 Section 3.2005 - General Conditions - Standing Offers - Good or Services - Buyandsell.gc.ca

#### **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 October 1<sup>st</sup>, 2021 to September 30, 2024.

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Sonia Langis  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 1550, avenue d'Estimauville, 6<sup>e</sup> étage, Québec (Qc.) G1J 0C7  
Telephone: 418-254-9962  
E-mail address: Sonia.Langis@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.



Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

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**7.5.2 File Manager Authority (will be inserted when the Standing Offer is issued)**

The File Manager Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**7.5.3 Project Authority (will be inserted when the Standing Offer is issued)**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail 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.

**7.5.4 Offeror's Representative (to be completed by the Offeror)**

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: \_\_\_\_\_.  
*(will be inserted when the Standing Offer is issued)*

## 7.8 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:

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

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

## 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*Applicable Taxes excluded*) (*will be inserted when the Standing Offer is issued*) 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 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28) General conditions: Services (medium complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Inspection Report;
- i) Annex D, Insurance Requirements ;
- 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.*)

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

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

### 7.12.2 SACC Manual Clauses

SACC Manual clauses A2000C (2006-06-16) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/1>)

SACC Manual clauses A2001C (2006-06-16) (<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/5/A/A2001C/1>)

Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

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### **7.13 Applicable Laws** *(to be completed by the offeror)*

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 \_\_\_\_\_ (*insert the name of the province or territory Canadian*).

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

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

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

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/18>)

Section 13 Interest on Overdue Accounts, of 2010C (2020-05-28) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

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

The contract period is as specified in the call-up

#### **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**

##### **7.5.1.1 Firm Price**

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 excluded 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.

## 7.5.2 Single Payment

SACC Manual Clauses H1000C(2008-05-12) Single Payment  
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2> )

## 7.5.3 SACC Manual Clauses

SACC Manual Clauses C2000C (2007-11-30) Taxes – Foreign-based Contractor  
(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1>)

## 7.5.4 Electronic Payment of Invoices – Call-up

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);

## 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 must be sent to the Project Authority which appears in section 7.5.3 of the Standing Offer for certification and payment.
  - b. Each invoice must be accompanied by the inspection report if applicable

## 7.7 Insurance – Specific Requirements

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

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

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

## **7.8 Dispute Resolution**

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

## **ANNEX "A" STATEMENT OF WORK**

### **1. OBJECT**

This statement of work sets out the general and specific requirements for inspections services, repairs services and purchases of INTERNATIONAL brand truck parts.

### **2. SCOPE**

The period of the standing offer is from October 1, 2021 to September 30, 2024.

### **3. DESCRIPTION OF WORK**

The Contractor shall, on a call-up basis, supply the following services and goods for International trucks:

- 3.1. vehicle inspections as described in Annex C – Inspection Report\*;
- 3.2. repairs in the Contractor's shops;
- 3.3. supply original International brand parts only;
- 3.4. delivery of parts to Valcartier Support Base; and
- 3.5. pick-up and drop-off of vehicles at Valcartier Support Base.

*\* The form used by the Contractor may be different, as long as it contains the same checklist points listed in Annex C and the Project Authority has approved it.*

### **4. REQUIREMENTS**

The Contractor:

- 4.1. Must be an authorized supplier of INTERNATIONAL's manufacturing company (Navistar) for the period of the Standing Offer
- 4.2. Must keep truck to be repaired in a secure manner, indoors, or better yet, in a secure and/or locked area.

### **5. DETAILED BID**

- 5.1. At the request of the Project Authority, the Contractor shall submit a detailed bid on costs (number of hours, cost of parts and so on), at no charge and within 24 to 48 working hours. This bid shall be valid for a period of 90 days.
- 5.2. Once call-up is issued, the actual and final cost of repairs carried out may not exceed the cost indicated on the call-up.
- 5.3. If the Contractor determines that additional work is required, it shall obtain approval from the Project Authority before undertaking the work that is not approved in the call-up.

### **6. EMERGENCY SERVICE**

Upon request, the Contractor shall provide an emergency repair service at no additional cost with a turnaround of between 24 and 48 working hours. The "turnaround time" refers to the time when the call-up is issued to the Contractor until the time when the repaired vehicle is returned to the location specified in the call-up.



Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

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## **7. PICK-UP AND DELIVERY**

Upon request, the Contractor shall provide a delivery service for parts purchased under this standing offer as well as a vehicle pick-up and drop-off service for vehicles in operating condition that are being sent for repairs.

## **8. CALL-UP PROCEDURES**

Call-ups shall be placed by telephone, email and/or by fax. Call-ups placed by phone will be confirmed in writing.

**ANNEX "B" BASIS OF PAYMENT**

**PERIODS**

**Year 1: from October 1, 2021 to September 30, 2022**

**Year 2: from October 1, 2022 to September 30, 2023**

**Year 3: from October 1, 2023 to September 30, 2024**

**1. INSPECTION SERVICE**

The Contractor shall indicate the hourly rate for labour, for each year, for inspections carried out in its shops and the inspection report (Annex « C ») to DND's Project Authority. This rate shall include overhead and profit as well as shop supply costs.

Item	Description	Estimated Annual Quantity For Evaluation only (A)	Hourly rate (plus taxes)			Total Financial value = Ax (B+C+D)
			Year 1 (B)	Year 2 (C)	Year 3 (D)	
1.1	Vehicle inspections as described in Annex C – Inspection Report	20 hours	_____/hour	_____/hour	_____/hour	

**2. REPAIR SERVICES**

The Contractor shall indicate the hourly rate for labour, for each year, for repairs carried out in its shops. This rate shall include overhead and profit as well as shop supply costs.

Item	Description	Estimated Annual Quantity For Evaluation only (A)	Hourly rate (plus taxes)			Total Financial value = Ax (B+C+D)
			Year 1 (B)	Year 2 (C)	Year 3 (D)	
2.1	Labour for repairs	300 hours	_____/hour	_____/hour	_____/hour	

### 3. PURCHASE OF PARTS

For the purchase of parts, prices will be the Contractor's price list in effect minus the discount percentage for each year for the purchase of parts, the prices will accordingly to the Contractor's price list in effect minus % discount related to the volume.

If no percentage offered, Contractor should indicate "0%" or "N/A".

Item	Description	Estimated Annual Quantity For Evaluation only (A)	Contractor's price list in effect minus % discount (plus taxes)			Total Financial value = A(3 years - (B+C+D))
			Year 1 (B) A-(A*B)	Year 2 (C) A-(A*C)	Year 3 (D) A-(A*D)	
3.1	Purchase of parts	86,200.00\$	_____ %	_____ %	_____ %	

Random verifications can be carried out at any times during the term of the standing offer in order to ensure that prices are compliant with the Basis of Payment. Upon request, the Contractor shall provide supporting documentation.

### 4. PARTS DELIVERY

The Contractor shall indicate a fixed price for each of the year (if applicable) to deliver parts to the Valcartier Support Base.

If there is no applicable cost, the Contractor should enter "N/A" or "\$0.00."

Item	Description	Estimated Annual Quantity For Evaluation only (A)	Fixed Unit Price (plus taxes)			Total Financial value = Ax (B+C+D)
			Year 1 (B)	Year 2 (C)	Year 3 (D)	
4.1	Delivery of parts to Valcartier Support Base	25	_____ \$/delivery	_____ \$/delivery	_____ \$/delivery	

**5. VEHICLE PICK-UP AND DROP-OFF**

The Contractor shall indicate a fixed price for each year (if applicable) for picking up or dropping off a vehicle. This will be for vehicles in operating condition, between Valcartier Support Base and the Contractor's repair shops.

If there is no applicable cost, the Contractor should enter "N/A" or "\$0.00".

Item	Description	Estimated Annual Quantity For Evaluation only (A)	Fixed Unit Price (plus taxes)			Total Financial value = Ax (B+C+D)
			Year 1 (B)	Year 2 (C)	Year 3 (D)	
5.1	Vehicle pick-up or drop-off	15	\$/pick up and drop off	\$/pick up and drop off	\$/pick up and drop off	

Note: When picking up or delivering vehicles, the Contractor may be required to pick up other vehicles at the same location. In such cases, the Contractor shall bill DND for only one pick-up trip or drop-off trip.

**6. WARRANTY**

Warranty period on repairs: \_\_\_\_\_ months  
The Contractor shall offer a warranty period **of a minimum of 12 months.**

Warranty period on parts: \_\_\_\_\_ months  
The Contractor shall offer a warranty period **of a minimum of 12 months**

Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "C" INSPECTION REPORT**

**FIFTY-FIVE POINT (55-POINT) CHECKLIST**

DEALER

Name \_\_\_\_\_ Office # \_\_\_\_\_

Address \_\_\_\_\_ Licence # \_\_\_\_\_ Serial # \_\_\_\_\_

Model \_\_\_\_\_ Year \_\_\_\_\_ Kilometres \_\_\_\_\_

	S-Satisfactory	C-Can wait	U-Urgent	
	S	C	U	Comment
<b>Safety and other</b>				
1 - Seat belts				
2 - Spare wheel and jack				
3 - Hood catch				
4 - Weather stripping				
5 - Windshield washer action				
6 - Wiper blade				
7 - Condition of car windows				
8 - Horn				
<b>Lighting systems</b>				
9 - Headlights				
10 - Front and rear parking lights				
11 - Front and rear turn signals				
12 - Licence plates				
13 - Interior lighting				
<b>Charging system</b>				
14 - Battery condition				
15 - Alternator				
<b>Transmission</b>				
16 - Check the oil level				
Cooling system				
17 - Hoses — connections				
18 - Check level and condition of antifreeze				
<b>Engine</b>				
19 - Check oil				
20 - Oil leaks				
21 - Engine noise				
22 - Engine mount				
23 - Is a tune-up required?				
<b>Belts</b>				
24 - Drive belts				
Air conditioning/heating				
25 - Check that they operate				
<b>Wheels and tires</b>				
26 - Tire pressure				
27 - Wear				
28 - Condition of ball-bearings				
<b>Brake system</b>				
29 - Operating - Front				
30 - Operating - Back				

Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

31	- State of wear (25%, 50%, 75%)				
32	- Parking brake				
33	- Master cylinder (fluid level)				
34	- Connection and line				
	<b>Exhaust system</b>				
35	- Front pipe				
36	- Main pipe				
37	- Tail pipe				
38	- Rubber support				
39	- Re-circulation system				
40	- Muffler				
41	- Resonator				
	<b>Steering and suspension</b>				
42	- Springs				
43	- Shock absorbers - Front				
44	- Shock absorbers - Back				
45	- Ball joint				
46	- Tie rod end				
47	- Relay rod				
48	- Idler arm				
49	- Pitman arm				
50	- Gear box				
51	- Power steering hose				
52	- Alignment				
53	- Universal joints				
54	- Stabilizer bar				
55	- Check oil level				

Date: \_\_\_\_\_

Service advisor: \_\_\_\_\_

## ANNEX "D" INSURANCE REQUIREMENTS

### D-1 Commercial General Liability Insurance

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

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- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

## **D-2 Garage Automobile Liability Insurance**

1. The Contractor must obtain Garage Automobile Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Garage Automobile Liability policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Legal Liability for damage to a Customer's Automobile while in the care, custody or control of the Insured including Collision or Upset and Comprehensive Damage (including open lot theft).
  - c. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "E" ELECTRONIC PAYMENT INSTRUMENTS** *(to be completed by the offeror)*

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);

Solicitation No. - N° de l'invitation  
W0106-20S015/A  
Client Ref. No. - N° de réf. du client  
W0106-20-S015

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCN-0-43167

Buyer ID - Id de l'acheteur  
QCN043  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "F "** COMPLETE LIST OF COMPANY BOARD OF DIRECTORS *(to be completed by the offeror)*

**NOTE TO BIDDERS**

**WRITE ALL DIRECTOR'S FULL NAMES IN BLOCK LETTERS**

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**PROCUREMENT - BUSINESS NUMBER (PBN) :** \_\_\_\_\_