



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions\Travaux publics et Services
gouvernementaux Canada**
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA

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

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada - Western
Region
Victory Building/Édifice Victory
Room 310/pièce 310
269 Main Street/269 rue Main
Winnipeg
Manitoba
R3C 1B3

Title - Sujet Light Duty Motor Vehicle Inspection	
Solicitation No. - N° de l'invitation W2585-210002/A	Date 2021-12-06
Client Reference No. - N° de référence du client W2585-210002	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-025-11290
File No. - N° de dossier WPG-1-44039 (025)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Standard Time CST on - le 2022-01-05 Heure Normale du Centre HNC	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Simard, Colin	Buyer Id - Id de l'acheteur wpg025
Telephone No. - N° de téléphone (204)583-7859 ()	FAX No. - N° de FAX (418)566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	5
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.....	7
2.5 APPLICABLE LAWS	7
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	8
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	9
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES	10
4.2 BASIS OF SELECTION.....	10
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	11
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	12
6.1 INSURANCE REQUIREMENTS.....	12
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	13
A. STANDING OFFER.....	13
7.1 OFFER	13
7.2 SECURITY REQUIREMENTS	13
7.3 STANDARD CLAUSES AND CONDITIONS.....	13
7.4 TERM OF STANDING OFFER.....	13
7.5 AUTHORITIES	14
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	15
7.7 IDENTIFIED USERS	15
7.8 CALL-UP INSTRUMENT	15
7.9 LIMITATION OF CALL-UPS.....	15
7.10 FINANCIAL LIMITATION	15
7.11 PRIORITY OF DOCUMENTS.....	16
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	16
7.13 APPLICABLE LAWS	16
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	16
B. RESULTING CONTRACT CLAUSES	18
8.1 STATEMENT OF WORK.....	18
8.2 STANDARD CLAUSES AND CONDITIONS.....	18
8.3 TERM OF CONTRACT	18
8.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	18
8.5 PAYMENT	18
8.6 INVOICING INSTRUCTIONS.....	19

Solicitation No. - N° de l'invitation
W2585-210002/A
Client Ref. No. - N° de réf. du client
W2585-210002/A

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

Buyer ID - Id de l'acheteur
Wpg025
CCC No./N° CCC - FMS No./N° VME

8.7	INSURANCE – SPECIFIC REQUIREMENTS	20
8.8	SACC MANUAL CLAUSES	20
8.9	DISPUTE RESOLUTION	20
ANNEX A	.....	21
	STATEMENT OF WORK	21
ANNEX "B"	.....	25
	BASIS OF PAYMENT	25
ANNEX "C"	.....	28
	STANDING OFFER USAGE REPORT	28
ANNEX "D"	.....	29
	INSURANCE REQUIREMENTS.....	29
ANNEX "E"	.....	33
	LEMS REPORT.....	33
ANNEX "F" TO PART 3 OF THE REQUEST FOR STANDING OFFERS	.....	34
	ELECTRONIC PAYMENT INSTRUMENTS.....	34

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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1 The Department of National Defence, Detachment Dundurn, Dundurn, SK has a requirement for the supply of all labour, parts, consumable materials, tools and specialized equipment necessary to inspect as per DND 2027 EME Equipment Inspection Report form, and repair or service light motor vehicles as and when requested.

The period of the Standing Offer is from January 17, 2022 to December, 2024 with two (2) additional one year option years.

Services are to be provided as required during the period of the Standing Offer in accordance with the Statement of Work (Annex A), and terms and conditions detailed/reference in the Request for Standing Offer.

- 1.2.2 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

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

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

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

[M0019T](#) (2007-05-25), Firm Price and/or Rates

2.2 Submission of Offers

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

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Offeror must send an email requesting to open an epost Connect conversation to the following address:
roreceptionSoumissions.wrbidreceiving@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.

Faxed bids will be accepted at 1-418-566-6167.

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

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 () (To be completed by offeror)

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 () **(To be completed by offeror)**

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 Manitoba

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- The Offeror is strongly encouraged 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: Technical Offer
Section II: Financial Offer
Section III: Certifications

Faxed offers will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) offers will not be accepted for the subject bid solicitation.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

4.1.1.1 Mandatory Technical Criteria

By submitting an offer, the offeror certifies that they are able to, and will, perform all of the work as described in Annex A – Statement of Work.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

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

The estimated quantities as shown in Annex B are estimated usages, for evaluation purpose only and will not form part of the final standing offer. Actual usage may vary from the amounts shown.

The Firm Unit Price per hour quoted in Annex B – Basis of payment, for each year, will be multiplied by their respective estimated usage to arrive at a total price per item. The total price per items for all five years will then be added together to arrive at the Total Evaluated Price, as follows:

In Annex B – Basis of Payment:

Line A.1. Extended total, **plus** Line B.1. Extended total, **plus** Line C.1. Extended total, **plus** Line D.1. Extended total, **plus** Line E.1. Extended total = Total Evaluated Price

4.2 Basis of Selection

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

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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Solicitation No. - N° de l'invitation
W2585-210002/A
Client Ref. No. - N° de réf. du client
W2585-210002/A

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

Buyer ID - Id de l'acheteur
Wpg025
CCC No./N° CCC - FMS No./N° VME

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 "X".

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](#) (2020-05-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

- first quarter: January 1 to March 31
- second quarter: April 1 to June 30
- third quarter: July 1 to September 30
- fourth quarter: October 1 to December 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 January 17, 2022 to December 31, 2024

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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: Colin Simard
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Room 310, 269 Main Street
Winnipeg, Manitoba R3C 1B3

Telephone: 204-583-7859
E-mail address: colin.simard@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative

(Offeror to complete)

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

Telephone: ____ - ____ - _____

Solicitation No. - N° de l'invitation
W2585-210002/A
Client Ref. No. - N° de réf. du client
W2585-210002/A

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

Buyer ID - Id de l'acheteur
Wpg025
CCC No./N° CCC - FMS No./N° VME

Facsimile: _____ - _____ - _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence, Dundurn, Dundurn, SK

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 \$25,000.00 (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 **\$ to be determined** ([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 four (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](#) (2018-06-21), General Conditions - Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- i) Annex D, Insurance Requirements;
- j) the Offeror's offer dated _____

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 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13 Applicable Laws

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

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.

Solicitation No. - N° de l'invitation
W2585-210002/A
Client Ref. No. - N° de réf. du client
W2585-210002/A

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

Buyer ID - Id de l'acheteur
Wpg025
CCC No./N° CCC - FMS No./N° VME

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.

8.1 Statement of Work

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

8.2 Standard Clauses and Conditions

8.2.1 General Conditions.

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

8.3 Term of Contract

8.3.1 Period of the Contract

The Work is to be performed during the period of **to be determined at time of call up**

8.4 Proactive Disclosure of Contracts with Former Public Servants

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

8.5 Payment

8.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B" for a cost of \$ **to be determined at time of call up**. Customs duties are included and Applicable Taxes are extra.

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

8.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$TBD** Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's

total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8.5.3 Multiple Payments

[H1001C](#) (2008-05-12), Multiple Payments

8.5.4 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

8.5.5 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);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

8.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8.7 Insurance – Specific Requirements

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

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

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

8.8 SACC Manual Clauses

A9062C Canadian Forces Site Regulations (2011-05-16)

A9006C Defence Contract (2012-07-16)

B7500C Excess Goods (2006-06-16)

8.9 Dispute Resolution

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

ANNEX A

STATEMENT OF WORK

This Statement of Work contains two sections.

Section 1 provides general information for interested bidders.

Section 2 provides details on the scope of work to be carried out and consumable materials to be supplied by the successful bidder.

Section 1: General Information for Bidders

1.1 General Requirements

To provide all labor, parts, consumable materials, tools and specialized equipment necessary to inspect as per DND 2027 EME Equipment Inspection Report form, and repair, or service, light duty motor vehicles for Department of National Defense as required during the period of the Standing Offer Agreement.

DND 2027 EME Equipment Inspection Report form will be provided to Contractor upon award.

The qualified bidder will employ licensed mechanics and maintain current insurance as detailed in Annex D throughout the term of the Standing Offer Agreement.

Qualified will be defined as follows:

Bidders who operate an automotive service garage, with the majority (more than 50%) of the work performed by the business as service, maintenance and repairs to motor vehicles such as cars, vans, and trucks that are 3 tonnes and below.

1.1.2 Location of the work

The contractor may be required to pick up the vehicles for service within the areas indicated below. Return of the vehicle within the areas below may also be required.

Dundurn, Saskatchewan
Saskatoon, Saskatchewan

1.2 Qualifications

Maintenance and repair work will be performed by licensed automotive mechanics or apprentice automotive mechanics under the supervision of a licensed automotive mechanic.

Proof of certification of the assigned licensed mechanic may be requested prior to call-up.

1.3 Replacement Parts

1.3.1 All replacement parts will be new.

1.3.2 Replacement parts will be Original Equipment from Manufacturer (OEM) when and where required. When OEM parts are not available or aftermarket parts are more reasonably priced and are deemed equivalent by the technical authority, the Contractor will price aftermarket new parts. Good quality aftermarket parts from suppliers will be acceptable.

1.4 Vehicle Turn Around Time

The expected turnaround time for repairing and servicing vehicles is:

Minor repairs: 24 hours,

Major repairs 48 hours,

or as authorized by the Project Authority to the contractor

1.5 Responsibility for Vehicle Keys

The Contractor will be assigned one (1) set of clearly marked keys per vehicle to allow the Contractor to pick up vehicles for service and repairs. The key sets will be the responsibility of the Contractor, maintained at their site in a safe locking cabinet. The Project Authority will maintain a vehicle set and a spare set of keys per vehicle on site.

The Contractor will notify the Project Authority immediately if any key sets are lost or stolen from the Contractors premises.

When a vehicle is returned to the site after service or repairs, the Contractor will park the vehicle in the carport area, completely lock the vehicle and take the set of keys back to the service garage.

1.6 Motor Vehicle Fleet Maintenance Records

1.6.1 The Contractor will maintain a file of all work done on each individual vehicle for the term of the Standing Offer Agreement, and will provide that report to the project authority upon request. This file can be electronic in nature or in hard copy format.

1.7 Motor Vehicle Maintenance Scheduling

1.7.1 Unless a time period or mileage interval has been indicated on the DND 2027 form, the recommended OEM maintenance schedule will be followed for each vehicle.

1.7.2 Vehicles having specialized maintenance requirements, such as diesel engine equipped pickup trucks, will be serviced and maintained as outlined by the OEM recommendations and odometer readings.

1.7.3 The Contractor will only proceed with additional work with prior written authorization by the Project Authority.

1.8 Issue of Cost Quotation

1.8.1 Where a cost quotation has been submitted by the Contractor and accepted by the Project Authority, fully completed work or service will be provided at a cost no greater than 100% of the call-up value.

1.8.2 Cost quotations will be submitted by the Contractor in electronic format, which will be defined as e-mail from the Contractor to the Project Authority. Faxed copies are acceptable.

1.9 Vehicle Air Conditioning System

The Contractor will annually, for each fleet vehicle, inspect and service the vehicles Air Conditioning System. The Contractor will then provide the Project Authority with a maintenance record of this specific work. Hard copy is preferred.

The Department of National Defence along with other Federal Departments are required to maintain records of all service and repairs done to any Air Conditioning or Refrigeration System owned and operated by the Federal Department.

Electronic records shall include, but are not limited to, the following information:

1.9.1 Whenever a motor vehicle system is inspected and leak checked or annual mandatory inspection.

1.9.2 Contractor to attach Ozone Depleting substance Emission Control Tags where necessary and to meet any applicable code requirements.

1.9.3 When a system's charge is lost, the leak must be repaired, the system leak checked and the system recharged and information recorded.

1.9.4 When a system is taken out of service for any reason, refrigerant is to be removed and stored in appropriate cylinders for either recycling or reuse.

1.9.5 Always record the amount of refrigerant charge when charging a system on the maintenance record.

1.9.6 Air conditioning systems are not to be topped up with refrigerant, the leak is to be found and repaired before recharging the system.

1.10 Disposal of Waste Materials

Dispose of waste materials considering Good Practices and Environmental Laws governing the disposal or recycling of such waste materials.

Disposal of waste materials such as tires, antifreeze, used engine oil and filters, transmission fluid, brake fluid, differential lubricants, electronic components, batteries, scrap metals and other waste associated with motor vehicle repair and maintenance will become the property and responsibility of the Contractor.

Environmental charges will be identified as a separate line item on all quotations and invoicing records.

1.11 Insurance against Loss or Damage

The Contractor shall maintain current insurance against loss or damage to the crown owned property received into their custody or control as outlined in Annex D.

1.12 Records and Quotation

When issuing work completed records and quotations to the Project Authority all items in 1.12.1 will be shown on the electronic document in line item format complete with extended pricing.

1.12.1 One (1) hard copy document outlining the work completed by the Contractor, associated labour, parts and materials, any applicable environmental charges and taxes.

1.12.2 This hard copy document will only be used for tracing vehicle maintenance and expenses, it is not an invoice.

Section 2: Scope of Work

The extent of work to be performed during the course of the Standing Offer Agreement will be determined by such factors as availability of funds, number of vehicles in the fleet requiring periodic maintenance and the number of vehicle break down. The following will form a major part of the Contractor's requirement.

2.1 Damage to Vehicles

Any Damage to any part of a vehicle shall be reported to the Project Authority as soon as possible. It is suggested that the Contractor perform a vehicle walk around before leaving the site when picking up a vehicle.

2.2 Additional Work

When any vehicle is in for service or during inspection, and the Contractor finds additional work that requires immediate attention, the Contractor will follow the following protocol:

2.2.1 The Contractor will notify the Project Authority before commencing any work on additional repairs.

2.2.2 The Contractor will provide a quotation for the additional work in electronic format or by fax.

2.2.3 The Contractor will not proceed with any additional repairs until an executed call-up has been provided by the Project Authority.

ANNEX "B"

BASIS OF PAYMENT

- 1 This Annex when completed will be considered as the Financial Offer. All pricing must be firm and in Canadian Funds - FOB Destination for the provision of all, but not limited to, labor, material, equipment, supervision and expertise to perform the work in accordance with Annex "A" – Statement of Work:
- 2 Applicable taxes are to be excluded from the prices quoted herein. If applicable, taxes will be added as a separate line item on the invoice.

A. Year 1 – January 17, 2022 to December 31, 2022

Item	Description	Estimated Quantity	Unit of measure	Firm Unit Pricing	Extended Total
1	Labour, during regular working hours (Monday to Friday)	200	Hours		\$
2	Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of: (not included in evaluation)	Discount from Manufacturer's List Price			%

B. Year 2 - January 1, 2023 to December, 2023

Item	Description	Estimated Quantity	Unit of measure	Firm Unit Pricing	Extended Total
1	Labour, during regular working hours (Monday to Friday)	200	Hours		\$
2	Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of: (not included in evaluation)	Discount from Manufacturer's List Price			%

C. Year 3 - January 1, 2024 to December, 2024

Item	Description	Estimated Quantity	Unit of measure	Firm Unit Pricing	Extended Total
1	Labour, during regular working hours (Monday to Friday)	200	Hours		\$
2	Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of: (not included in evaluation)	Discount from Manufacturer's List Price			%

D. Option Year 1 - January 1, 2025 to December 31, 2025

Item	Description	Estimated Quantity	Unit of measure	Firm Unit Pricing	Extended Total
1	Labour, during regular working hours (Monday to Friday)	200	Hours		\$
2	Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of: (not included in evaluation)	Discount from Manufacturer's List Price			%

D. Option Year 2 – January 1, 2026 to December 31, 2026

Item	Description	Estimated Quantity	Unit of measure	Firm Unit Pricing	Extended Total
1	Labour, during regular working hours (Monday to Friday)	200	Hours		\$0.00
2	Material & Replacement Parts (except free issue) at Manufacturer' list prices less a discount of: (not included in evaluation)	Discount from Manufacturer's List Price			%

Total Evaluated Price:

Solicitation No. - N° de l'invitation
W2585-210002/A
Client Ref. No. - N° de réf. du client
W2585-210002/A

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

Buyer ID - Id de l'acheteur
Wpg025
CCC No./N° CCC - FMS No./N° VME

Item	Year	Yearly Evaluated Price
1	Year 1	\$
2	Year 2	\$
3	Year 3	\$
4	Option Year 1	\$
5	Option Year 2	\$
6	Total Evaluated Price for Five Years	\$

Solicitation No. - N° de l'invitation
W2585-210002/A
Client Ref. No. - N° de réf. du client
W2585-210002/A

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

Buyer ID - Id de l'acheteur
Wpg025
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

STANDING OFFER USAGE REPORT

Return to:

Colin Simard

Public Works and Government Services Canada
Acquisition Branch

Facsimile: (204) 983-0338

Email: TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca

Quarterly Usage Report Schedule:

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

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:
STANDING OFFER NO:
DEPARTMENT OR AGENCY:

Reporting Period:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____ DATE: _____

ANNEX "D"

INSURANCE REQUIREMENTS

- A. 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - m. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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.

B. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Contractors Pollution Liability 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. 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.
 - c. Separation of Insureds: 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.
 - d. 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.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

- g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.
For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

C. Garage Automobile Liability

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

Solicitation No. - N° de l'invitation
W2585-210002/A
Client Ref. No. - N° de réf. du client
W2585-210002/A

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

Buyer ID - Id de l'acheteur
Wpg025
CCC No./N° CCC - FMS No./N° VME

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.

Solicitation No. - N° de l'invitation
W2585-210002/A
Client Ref. No. - N° de réf. du client
W2585-210002/A

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

Buyer ID - Id de l'acheteur
Wpg025
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

**LEMS REPORT
FORM # 2027**

Please see attached

Solicitation No. - N° de l'invitation
W2585-210002/A
Client Ref. No. - N° de réf. du client
W2585-210002/A

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

Buyer ID - Id de l'acheteur
Wpg025
CCC No./N° CCC - FMS No./N° VME

ANNEX "F" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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