



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

**Government of Canada Building
101 - 22nd Street East, Suite 110
Saskatoon
Sask.
S7K 0E1
Bid Fax: (306) 975-5397**

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

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

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

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

Comments - Commentaires

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

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

Title - Sujet Highway Coaches with Operators	
Solicitation No. - N° de l'invitation W0127-16P002/A	Date 2016-09-20
Client Reference No. - N° de référence du client W0127-16P002	GETS Ref. No. - N° de réf. de SEAG PW-\$STN-201-4914
File No. - N° de dossier STN-6-39008 (201)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-06	
Time Zone Fuseau horaire Central Standard Time CST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Marsland, Rina	Buyer Id - Id de l'acheteur stn201
Telephone No. - N° de téléphone (306)241-5742 ()	FAX No. - N° de FAX (306)975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE EDMONTON GARRISON STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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 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 Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

1.2 Summary

- 1.2.1 A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide various sized passenger motor coaches / highway cruisers (40 passenger and above), with operators on an “**as required**” basis for the Department of National Defence (DND) Edmonton Garrison, Edmonton Alberta in accordance with the terms and conditions contained herein.

The period of the Standing Offer will be from date of issuance for one year period, with two (2) additional one (1) year option periods.

It is Canada's intention to issue up to two (2) standing offers.

- 1.2.2 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

- 1.2.3 The requirement is subject to a preference for Canadian goods and/or services.

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1.2.4 This Standing Offer cannot be used for requirements in locations which fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and Comprehensive Land Claim Agreements.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS.

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (One (1) hard copy)

Section II: Financial Offer One (1) hard copy))

Section III: Certifications One (1) hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "D" 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.

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3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

The Offeror must demonstrate in their bid how they will meet the work in accordance with the Statement of Work at Annex "A".

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

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

The quantities as shown in Annex "B" are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB Destination, Canadian customs duties and excise taxes included.

4.1.2.1 The Firm Unit Price for each item will be multiplied by its respective annual estimated usage to determine a Total Extended Price for each year.

4.1.2.2 The Total Extended Prices for each year will be added together to obtain the Total Evaluated Offer Price.

e.g.

Year One Total + Option Year One Total + Option Year Two Total = **X**
X= Total Evaluated Offer Price

4.2 Basis of Selection

4.2.1 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.

4.2.2 It is the intent of Canada to issue up to two (2) standing offers.

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stn201
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- 4.2.3** The lowest priced compliant offer will be recommended for issuance of a Standing Offer.
- 4.2.4** The second lowest priced responsive offer will be considered for issuance of a Standing Offer if their total aggregate pricing is **within 25%** of the lowest compliant priced 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 [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 with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

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

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

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the *Supply Manual*.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.2 Certifications Precedent to the Issuance of a Standing Offer

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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 - 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 fulfill the requirement in accordance with the Requirement at Annex "A".

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) (2016-04-04) 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, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) 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 20, 2017 to January 19, 2018.

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, from January 20, 2018 to January 19, 2019 and January 20, 2019 to January 19, 2020 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.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Rina Marsland
Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch – Western Region
Government of Canada Building
101 22nd St E, Suite 110
Saskatoon, SK S7K 0E1

Telephone: 306-241-5742
Facsimile: 306-975-5397
E-mail address: rina.marsland@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: _____

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 (DND) Edmonton Garrison, Edmonton Alberta

7.8 Call-up Procedures

7.8.1 Right of First Refusal:

- a. The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror.
- b. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.
- c. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.
- d. Multiple Call-ups must not be issued in order to circumvent call-up limitations.
- e. Only authorized Call-ups are to be accepted. The Offeror agrees only to accept individual Call-ups made by Identified Users pursuant to this Standing Offer that do not exceed the applicable Call-up Limitations outlined below. The Offeror acknowledges that any Call-up

made by an Identified User exceeding the applicable Call-up Limitation is not permitted under this Standing Offer and is without authority.

NOTE: The Call-up Procedures are only applicable when multiple standing offers are awarded. The Standing Offer number issued on any Offer in no way indicates the ranking of that Standing Offer Holder.

7.9 Call-up Instrument

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

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ to be determined at time of award** (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.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2016-04-04) General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work ;
- f) Annex "B", Basis of Payment ;
- g) Annex "C", Insurance Requirements;
- h) Annex "D", Electronic Payment Instruments
- i) Annex "E" Standing Offer Usage Report;
- j) the Offeror's offer dated - **to be determined.**

7.13 Certifications and Additional Information

7.13.1 Compliance

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

7.13.2 Canadian Content Certification

1. The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause [A3050T](#).
2. The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

7.13.3 Clause du Guide des CUA

M3800C (2006-08-15), Estimates

7.14 Applicable Laws

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

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](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of [2010C](#) (2016-04-04), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards. **(to be determined)**

7.3 Term of Contract

7.3.1 Period of the Contract

The Work 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: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment – Firm Unit Price

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.

7.5.2 Single Payment

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

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

- c. the Work delivered has been accepted by Canada.

7.5.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department
A2000C (2007-11-30), Foreign Nationals (Canadian Contractor)
C0710C (2007-11-30), Time and Contract Price Verification
C0711C (2008-05-12), Time Verification

7.5.4 Electronic Payment of Invoices – Call-up

To be determined

7.6 Invoicing Instructions

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.

1. Each invoice must be supported by:
 - a. a copy of time sheets to support the time claimed
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.7 Insurance 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.

7.8 SACC Manual Clauses

A9049C (2011-05-16), Vehicle Safety
A9062C (2011-05-16), Canadian Forces Site Regulations

ANNEX "A"

STATEMENT OF WORK

1. Requirement

A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide various sized passenger motor coaches / highway cruisers (40 passenger and above), with operators on an "as required" basis for the Department of National Defence (DND) Edmonton Garrison, Edmonton Alberta. The service is from DND Base Edmonton, AB to Training Areas for exercise in:

a. All of Canada and the United States.

Trips normally begin and end at Edmonton Garrison, unless otherwise directed by the Call -Up Authority.

2. Offeror Responsibilities

- 2.1 Must be able to provide from as many as three (3) motor coaches/highway cruisers (40 passenger and above) with operator at any one time with 24 hours' notice; and up to twenty (20) motor coaches/highway cruisers with operator required at one any time with 5 days' notice.
- 2.2 The Offeror must have the required licences in accordance with all provincial and federal government's industry related laws, regulations and standards.
- 2.3 Motor coaches/highway cruisers offered must be clean, in good mechanical operating condition and will be subject to inspection and acceptance by the Identified User. Cleanliness and mechanical soundness must be maintained by the operator during trips.
- 2.4 All drivers must be fully qualified to operate the Motor Coaches/Highway Cruisers.
- 2.5 In the event of a vehicle breakdown, all unserviceable Motor Coaches/Highway Cruisers will be replaced by a substitute vehicle, to be an equivalent motor coach/highway cruiser or better, within two (2) hours of notification by a representative of DND Edmonton. The substitute vehicle is to be delivered to the location identified by DND Edmonton at no additional cost to Canada.
- Any additional costs encountered due to motor coach/highway cruiser breakdown, will be the responsibility of the Offeror.
- 2.6 The Offeror is fully responsible for all maintenance on the motor coaches/highway cruisers.
- 2.7 Motor coaches/highway cruisers are to be fully equipped with all required safety devices (e.g., fire extinguishers and first aid kits).
- 2.8 All fuel, maintenance and qualified drivers are to be provided by the Offeror.
- 2.9 All operators must have a valid operator's license and will provide proof at the request of DND.

3. Notices

- 3.1 Notice of five (5) days will be given to the Offeror if more than three (3) motor coaches/ highway cruisers with operators are required at one time.
- 3.2 A minimum of three (3) hours' notice will be provided in the event of a cancellation or change in the requirement. In the event of a cancellation, if less than three (3) hours' notice has been provided and the unit(s) have been dispatched, the one-time cancellation fee per unit will apply.

If the call up is outside the province, and it is cancelled, the one-time cancellation fee per unit will be paid no matter the amount of notice given.

ANNEX "B"

BASIS OF PAYMENT

1. All inclusive prices (including fuel surcharge if applicable) must be submitted as outlined below in accordance with Annex "B" – Basis of Payment.
2. Prices must be submitted for all line items.
3. Prices will remain firm for the periods as outlined below.
4. Applicable Taxes are not to be included in the prices shown but will be added to any invoices as a separate line item.
5. Fees for entrance to parks, airport charges, parking fees, accommodations, expenses, etc., will be reimbursed at the Offeror's laid down cost without a mark-up.

Receipts for any fees must accompany the invoice unless otherwise specified in writing by the Call-up Authority.

Where applicable, rates for hotel accommodations and/or expenses for the Operator will be in accordance with the current Treasury Board Travel Directive Policy.

Please see:

Appendix "C" - Meal & Incidental Rates (Canada/USA)

[Appendix C - Allowances - Modules 1, 2 and 3](#)

Accommodation - 30 days or less

<http://rehelv-acrd.tpsgc-pwgsc.gc.ca/ACRDS/rechercher-search-eng.aspx>

6. Travel costs from the Offeror's facility to the specified pick-up point before the trip and the specified drop-off point to the Offeror's facility after the trip **WILL NOT** be allowed under this Standing Offer.
7. **Rates**

Loaded Rates = with passengers

Deadhead Rates = without passengers

8. The quantities as shown in Annex "B" are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.
9. .
10. Historical data items are available below. Estimated quantity of requests from November 2012 to August 2013 are as follow:

Number of Call up: 32

Number of Motor Coaches/Highway Cruisers: 200

A. Year One; February 1, 2017 to January 31, 2018

Line Item	Description	Estimated Usage	Unit of Measurement	Unit Price (Firm)	Extended Total
1	Firm Hourly Rate with one Operator for distances less than 70 km.				
a.	Loaded	120	Per hour	\$	\$
b.	Deadhead	120	Per hour	\$	\$
2	Firm Rates per Kilometer with one Operator for distances between 70km to 300km.				
a.	Loaded	7,000	Per km	\$	\$
b.	Deadhead	7,000	Per km	\$	\$
3	Firm rates per kilometer with one Operator for distances over 300km.				
a.	Loaded	30,000	Per km	\$	\$
b.	Deadhead	30,000	Per km	\$	\$
4	Additional Operator - Only upon written request and/or approval of DND for distances over 300km.				
a.	Loaded	7,000	Per km	\$	\$
b.	Deadhead	7,000	Per km	\$	\$
5	Waiting time after the first hour of delay.	16	Per hour	\$	\$
6	Cancellation fee with less than three (3) hours' notice.	2	Per Cancellation - Per Unit	\$	\$
Year One Total					\$

B. Option Year One; February 1, 2018 to January 31, 2019

Line Item	Description	Estimated Usage	Unit of Measurement	Unit Price (Firm)	Extended Total
1	Firm Hourly Rate with one Operator for distances less than 70 km.				
a.	Loaded	120	Per hour	\$	\$
b.	Deadhead	120	Per hour	\$	\$
2	Firm Rates per Kilometer with one Operator for distances between 70km to 300km.				
a.	Loaded	7,000	Per km	\$	\$
b.	Deadhead	7,000	Per km	\$	\$
3	Firm rates per kilometer with one Operator for distances over 300km.				
a.	Loaded	30,000	Per km	\$	\$
b.	Deadhead	30,000	Per km	\$	\$
4	Additional Operator - Only upon written request and/or approval of DND for distances over 300km.				
a.	Loaded	7,000	Per km	\$	\$
b.	Deadhead	7,000	Per km	\$	\$
5	Waiting time after the first hour of delay.	16	Per hour	\$	\$
6	Cancellation fee with less than three (3) hours' notice.	2	Per Cancellation - Per Unit	\$	\$
Option Year One Total					\$

C. Option Year Two; February 1, 2019 to January 31, 2020

Line Item	Description	Estimated Usage	Unit of Measurement	Unit Price (Firm)	Extended Total
1	Firm Hourly Rate with one Operator for distances less than 70 km.				
a.	Loaded	120	Per hour	\$	\$
b.	Deadhead	120	Per hour	\$	\$
2	Firm Rates per Kilometer with one Operator for distances between 70km to 300km.				
a.	Loaded	7,000	Per km	\$	\$
b.	Deadhead	7,000	Per km	\$	\$
3	Firm rates per kilometer with one Operator for distances over 300km.				
a.	Loaded	30,000	Per km	\$	\$
b.	Deadhead	30,000	Per km	\$	\$
4	Additional Operator - Only upon written request and/or approval of DND for distances over 300km.				
a.	Loaded	7,000	Per km	\$	\$
b.	Deadhead	7,000	Per km	\$	\$
5	Waiting time after the first hour of delay.	16	Per hour	\$	\$
6	Cancellation fee with less than three (3) hours' notice.	2	Per Cancellation - Per Unit	\$	\$
Option Year Two Total					\$

ANNEX "C"

INSURANCE REQUIREMENTS

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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - 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. 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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
 1. 8 to 12 Passengers: \$5,000,000
 2. 13 or more Passengers: \$8,000,000

Solicitation No. - N° de l'invitation
W0127-16P002/A
Client Ref. No. - N° de réf. du client
W0127-16P002

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-6-39008

Buyer ID - Id de l'acheteur
stn201
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" 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)

Solicitation No. - N° de l'invitation
W0127-16P002/A
Client Ref. No. - N° de réf. du client
W0127-16P002

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-6-39008

Buyer ID - Id de l'acheteur
stn201
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

STANDING OFFER USAGE REPORT

Return to:

Rina Marsland
Public Works and Government Services Canada
Acquisition Branch
Facsimile: (306) 975-5397
Email: WST-PA-CAL@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 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: _____