

## RETURN BIDS TO:

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## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11, rue Laurier**

## Place du Portage , Phase III

## Core 0B2 / Noyau 0B2

**Gatineau, Québec K1A 0S5**

**Bid Fax: (819) 997-9776**

## 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**

Travel Procurement Services Division/Division des services d'approvisionnement en voyage

Place du Portage, Phase III, 7B3

Portage III 7B3

11, rue Laurier/11 Laurier St.

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> LIMOUSINE SERVICE	
<b>Solicitation No. - N° de l'invitation</b> W5942-17TN02/A	<b>Date</b> 2017-05-24
<b>Client Reference No. - N° de référence du client</b> W5942-17TN02	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$LP-008-72903
<b>File No. - N° de dossier</b> lp008.W5942-17TN02	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-06-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gravelle, Geneviève	<b>Buyer Id - Id de l'acheteur</b> lp008
<b>Telephone No. - N° de téléphone</b> (819)420-2988 ( )	<b>FAX No. - N° de FAX</b> (819)956-4944
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	CFSU(O) TSO TRANSPORT DISPATCH 101 COLONEL BY DR OTTAWA ONTARIO K1A 0K5	I - 1	ATTN: ADMIN CLERK CFSU(O) TSO TRANSPORT RENTAL O DND 101 COLONEL BY DR, OTTAWA K1A 0K2



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination		Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	LIMOUSINE SERVICE	D - 1	I - 1	1	Each	\$	\$		See Herein	

**Request for Standing Offers (RFSO)  
Limousine Service and 15 Passenger Van Service  
For Department of National Defence**

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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 | 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Insurance Requirement; the City of Ottawa Regulation Bylaw 2002-189; the General conditions evaluation for vehicles; Specifications for 15 passenger (GMV Specifications M50); the Quarterly Report (sample) and the electronic payment instruments.

### **1.2 Summary**

**1.2.1** This is a Request for a Regional Individual Standing Offer (RISO) for the Department of National Defence, Ottawa, Ontario, to provide chauffeur service to transport domestic & foreign Very Important Persons (VIP) military attachés and ambassadors inside and outside the National Capital Region (NCR). The RISO will be from 01 July 2017 to 30 June 2019, two (2) year contract plus one (1) year option from 01 July 2019 to 30 June 2020. The main client is the Office of the Director Protocol and Foreign Liaison (DPFL) but is not limited to it.

The National Capital region (NCR) is defined as a 50 km. radius from Parliament Hill spanning the provinces of both Quebec and Ontario. Destinations outside the NCR may include but are not limited to: Toronto, Trenton, Kingston, Montreal and Quebec City.

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

**1.2.3** The requirement is limited to Canadian goods and/or services.

### **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>) 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 (2017-04-27) 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 Ontario.

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

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

### **3.1 Offer Preparation Instructions**

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (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>). 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.

Offerors must provide a description of each vehicle as follows:

Four (4) door sedan. Quantity: four (4)

	YEAR	MODEL	MAKE	PLATE NUMBER
1				
2				
3				
4				

Fifteen (15) passengers carry all van with space to carry passenger luggage, GMV spec M50 as per Annex "G" attached. Quantity: three (3)

	YEAR	MODEL	MAKE	PLATE NUMBER
1				
2				
3				

## 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 "H" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "H" 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.

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

To be considered responsive, a bid must meet all of the mandatory requirements of this Request for Standing Offers (RFSO). Bidders that submit bids that are determined to be non-responsive will receive no further consideration.

##### **Mandatory Requirement are as follows:**

- M1** Rates for limousine service and 15 Passenger Vans must be completed in Annex "B" (Basis of Payment), and must comply with City of Ottawa Bylaw 2016-272, Part III as per Annex "D".
- M2** The offeror must provide proof of a valid and current Ontario Highway Transport Board Extra-provincial operating licence, at time of technical evaluation and must be maintained in force for the duration of the RFSO.
- M3** The offeror must provide proof of a valid and current Ontario Highway Transport Board vehicle operating licence, at time of technical evaluation and must be maintained in force for the duration of the RFSO.
- M4** The offeror must provide proof of five (5) million dollar insurance coverage required to operate limousine vehicles and a eight (8) million dollar insurance coverage required to operate a fifteen (15) Passenger Van, as requested in Part 6 - Insurance requirements at time of technical evaluation and must be maintained in force for the duration of the RFSO.
- M5** The offeror must provide proof of a valid and current MacDonald-Cartier Airport (Ottawa, Ontario) permit, for the vehicles listed on Part 3 - Section I, 1.1 at time of technical evaluation and must be maintained in force for the duration of the RFSO.
- M6** In accordance with Ontario's and Quebec's Motor Vehicle Inspection Station, the offeror must provide a Safety Standards Certificate for the vehicles listed on Part 3 - Section I, 1.1 at time of technical evaluation and must be maintained in force for the duration of the RFSO.

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**M7** All drivers for 15 Passenger Van must have at least a Class F Licences at time of technical evaluation and must be maintained in force for the duration of the RFSO.

#### **4.1.2 Financial Evaluation**

The unit prices submitted by the offeror will be multiplied by the estimated usage outlined in Annex "B" (Basis of Payment) giving an estimated cost for that specified service category. The total of all costs per service category for 3 years will be calculated and become the total estimated cost for evaluation purposes.

#### **4.2 Basis of Selection**

##### **4.2.1 Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

## **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.3.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Offeror certifies that:

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

**5.2.1.3.1.1**      *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition

## **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 fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

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

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

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

##### **7.3.1 General Conditions**

2005 (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 "G". 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 Work is to be performed during the period of July 1<sup>st</sup> 2017 to June 30<sup>th</sup> 2019.

### **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 one (1) year period, from July 01, 2019 to June 30, 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:

Geneviève Gravelle  
Acting Supply Specialist  
Public Services and Procurement Canada  
Acquisitions Branch  
Traffic Management Directorate  
11 Laurier Street, PDP 3, 7B3 – 12, Gatineau QC, K1A 0S5

Telephone: 819-420-2988  
Facsimile: 819-956-4944  
E-mail address: [genevieve.gravelle@tpsgc-pwgsc.gc.ca](mailto:genevieve.gravelle@tpsgc-pwgsc.gc.ca)

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

## 7.5.2 Project Authority

### *To be added at issuance of 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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 7.5.3 Offeror's Representative

The following information must be provided prior to any resulting document authorizing the use of a Standing Offer. The following personnel must provide services in both official languages.

For placing of call-ups (orders):

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

Sales person to be contacted for customer assistance:

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Email: \_\_\_\_\_

## 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: Transport Section CFSU (o) Uplands Site, Department of National Defence, Ottawa, Ontario.

## 7.8 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.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$5,000.00 (Applicable Taxes included).

## 7.10 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);
- e) Annex A – Statement of Work;
- f) Annex B – Basis of Payment;
- g) Annex C – Insurance Requirements;
- h) Annex D – City of Ottawa Regulation Bylaw 2016-272;
- i) Annex E – General conditions evaluation for vehicles;
- j) Annex F – Specifications for 15 passenger van
- k) Annex G – Quarterly Report (sample);
- l) Annex H – Electronic payment instruments;
- m) the Offeror's offer dated \_\_\_\_\_.

## 7.11 Certifications and Additional Information

### 7.11.1 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 Applicable Laws

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

## 7.13 Licences/Permits

The Offerors' licences and permits must remain valid during the period of the Standing Offer and may be requested by Canada at any time.

## 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.

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## 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.

## 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B – Basis of Payment. Applicable Taxes are extra.

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

### 7.5.2 Single Payment

*SACC Manual Clause: H1000C (2008-05-12) Single Payment*

### 7.5.3 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);

## 7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. 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 following address for certification and payment.

***To be added at standing offer award***

- 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.

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## ANNEX A - STATEMENT OF WORK

1. This is a Request for a Regional Individual Standing Offer (RISO) for the Department of National Defence, Ottawa, Ontario, to provide chauffeur service to transport domestic & foreign Very Important Persons (VIP) military attachés and ambassadors inside and outside the National Capital Region (NCR). The RISO will be from July 01, 2017 to June 30, 2019, two (2) year contract plus one (1) year extension option from July 01, 2019 to June 30, 2020. The main client is the Office of the Director Protocol and Foreign Liaison (DPFL) but is not limited to it.

The National Capital region (NCR) is defined as a 50 km. radius from Parliament Hill spanning the provinces of both Quebec and Ontario. Destinations outside the NCR may include but are not limited to: Toronto, Trenton, Kingston, Montreal and Quebec City.

2. Itinerary for VIP's transported are determined only at the time of the call-ups. The initial pick up point for visitors will normally be at the MacDonald-Cartier Airport (MCA). VIPS may then be driven to a NCR hotel, Embassy in Ottawa, or alternative location. The following list of major cities that could be visited are: Toronto, Trenton, Kingston, Montreal and Quebec City, but may not be limited to these cities.

3. The Company must maintain the required Licences, issued by the Ontario Highway Transport Board (OHTB) for the services mentioned above; and will be responsible for providing quality service including vehicle safety and cleanliness, and must meet Provincial Safety Standards (a Vehicle Safety Certificate must be available at all times). Drivers must meet the standards of the profession, and display professionalism at all times.

4. The services offered must comply with Federal, Provincial and Municipal (Ottawa - Gatineau) regulations.

5. Each call-up could range from 90 minutes of work to a full day and sometimes overnight trips. They are estimated at approximately ten overnight (10) per year and approximately 50 – 60 calls per year (no overnight). Destinations included but are not limited to the above mentioned cities.

6. Offerors must be able to provide up to seven (7) drivers and seven (7) vehicles at any time. 4 door sedans quantity four (4) and three (3) 15 Passenger Vans.

7. Drivers must be bilingual, have an ability to communicate in both of Canada's official languages.

8. Dress code

Drivers- sedan:

Male drivers must be dressed in dark pant suit, shirt and tie.

Female driver must be dressed in a dark color below the knees skirt, or pants with co-ordinating blazer or jacket and sweater or blouse or dark colour dress with co-ordinating blazer or jacket.

9. Drivers assigned to the visit must remain on duty until the visit is completed.

10. Drivers must have a cellular phone (hands free) at all time. The offeror must provide the cellular number and the driver's name at time of call-up.

11. Offerors must respond within two (2) hours, from the time the call-up is requested. However, whenever possible, call-ups may be placed fifteen days (15) days prior to the visit.

12. Trips in the National Capital region (NCR) account for 90 percent of call-ups made. There may be the

occasional requirement for an outside of town trip.

The client will request all inclusive rates at that time for that specific trip including all expenses for meals and accommodations.

**Vehicle requirement are as follows**

13 (4)-door sedan, Ford Taurus, Chrysler 300, Buick Lacrosse, Toyota Avalon, Nissan Maxima, equivalent or superior,: dark blue, dark grey or black. Quantity four (4)

14. (15) passengers carry all van with space to carry passenger luggage, GMV spec M50 of the Government Motor Vehicle ordering Guide colour dark or equivalent. Quantity three (3)

15. All vehicles must be maintained in a very clean and pristine condition at all times and be mechanically sound as per Annex "E" General conditions for vehicles. The vehicles must be of the highest quality and standard to service VIP passengers. DND reserves the right to inspect the vehicles each time a call-up is made.

16. If a vehicle ever fails to operate or is considered non-operational, the company must accommodate the client by giving an immediate replacement.

Note 1: No sub-contracting is permitted without prior authorization from the Standing Offer Authority and the Project Authority.

Note 2: You are to describe the exact vehicles and the quantity of each you propose to utilize, in order to carry out this service and submit with your bid. A Site Visit and an inspection of the vehicles will be conducted prior to award.

**Invoicing:**

DND will initiate the request on behalf of their clients and provide the company with the standing offer number and the proper address so invoices are addressed appropriately. Invoices are to be sent to DND Transport Section, at Upland Site. This SOA will be used exclusively by Transport Section CFSU (O) Uplands Site. All invoices will quote this standing offer number and PO number of the provided by CFSU (O) Tn Rental Section. Failure to do so will result in delay of payment.

The contractor must ensure that the standing offer number and the proper address is included on all invoices so that they are sent directly to the client ordering the service, and a copy is sent to the Transport Section, no later than ten (10) days after the completion.

The invoice must have a clear description of the service rendered.

Note: Payment will be made directly to the contractor to whom any resulting Standing Offer is awarded.

**Pricing Basis for inside and outside NCR:**

**Item: Full size 4-door sedan with driver**

**Item: 15 Passenger Van with driver**

**Pricing for the 4-door sedan and the 15 Passenger Van:**

**Minimum rate:**

**Hourly rate:**

**Hourly waiting fee:**

**Daily rate:**

**Cancellation fee:**

**Overnight Fee:**

**Option year:** Pricing must be provided with the submission (See Annex "B" Basis of Payment, option year three (3)).

**Definition**

**Minimum rate: is defined as less than 90 minutes**

**Cancellation fee:** No cancellation fee will be accepted if cancelled within six (6) hours prior to the required time.

**Overnight Fee:** is defined as twenty-four (24) hour call-up period (pick-up/wait/return). A minimum of sixteen (16) hours will be charged for any overnight. The client, who requests the service, will be responsible to pay the room for the driver. If the client advises the driver to make his own arrangement, he must follow the Treasury Board Guide Line for Hotel rate. All other fees are the responsibility of the contractor.



## ANNEX B – BASIS OF PAYMENT

Note: All proposed rates are excluded applicable Taxes

Period of Standing Offer	July 01, 2017 to June 30, 2018, Year One (1)			
	Days	Estimated Call Outs / Hours per year (A)	Rates (\$) per Call or Rates per hour (B)	Total Estimated Cost per category (\$) C = (A) x (B)
1) <u>Four (4) door sedan: Ford Taurus, Chrysler 300, Buick Lacrosse, Toyota Avalon, Nissan Maxima, equivalent or superior; dark blue, dark grey or black. Quantity four (4)</u>	Monday to Friday	45 Call outs, including first 90 minutes of work A = 45		
	Saturday, Sunday and Statutory Holidays	5 call outs, including first 90 minutes of work A = 5		
1.a) Each additional hour of work (after first 90 minutes)	Monday to Friday	225 hours		
	Saturday, Sunday and Statutory Holidays	25 hours		
1.b) Waiting time	Monday to Friday	25 hours		
	Saturday, Sunday and Statutory Holidays	5 hours		
1.c) Overnight fee	Monday to Friday	8 calls x 8 hours A = 64 hours		
	Saturday, Sunday and Statutory Holidays	2 calls x 8 hours A = 16 hours		
1.d) Cancellation fee		A = 1		
2) <u>Fifteen (15) Passenger Van with driver as per annex C; quantity three (3)</u>	Monday to Friday	190 Call outs, including first 90 minutes of work A = 190		
	Saturday, Sunday and Statutory Holidays	10 Call outs, including 90 minutes of work A = 10		
2.a) Each additional hour of work (after first 90 minutes)	Monday to Friday	750 hours		
	Saturday, Sunday and Statutory Holidays	50 hours		
2.b) Waiting time	Monday to Friday	80 hours		
	Saturday, Sunday and Statutory Holidays	10 hours		
2.c) Overnight fee	Monday to Friday	8 calls x 8 hours A = 64 hours		
	Saturday, Sunday and Statutory Holidays	2 calls x 8 hours A = 16 hours		
2.d) Cancellation fee		A = 1		
<b>(1) Total estimated price – year 1</b>			<b>TOTAL \$</b>	

Period of Standing Offer	July 01, 2018 to June 30, 2019, Year Two (2)			
	Days	Estimated Call Outs / Hours per year (A)	Rates (\$) per Call or Rates per hour (B)	Total Estimated Cost per category (\$) C = (A) x (B)
1) <u>Four (4) door sedan: Ford Taurus, Chrysler 300, Buick Lacrosse, Toyota Avalon, Nissan Maxima, equivalent or superior; dark blue, dark grey or black. Quantity four (4)</u>	Monday to Friday	45 Call outs, including first 90 minutes of work A = 45		
	Saturday, Sunday and Statutory Holidays	5 Call outs, including first 90 minutes of work A = 5		
1.a) Each additional hour of work (after first 90 minutes)	Monday to Friday	225 hours		
	Saturday, Sunday and Statutory Holidays	25 hours		
1.b) Waiting time	Monday to Friday	25 hours		
	Saturday, Sunday and Statutory Holidays	5 hours		
1.c) Overnight fee	Monday to Friday	8 calls x 8 hours A = 64 hours		
	Saturday, Sunday and Statutory Holidays	2 calls x 8 hours A = 16 hours		
1.d) Cancellation fee		A = 1		
2) <u>Fifteen (15) Passenger Van with driver as per annex C; quantity three (3)</u>	Monday to Friday	190 Call outs, including first 90 minutes of work A = 190		
	Saturday, Sunday and Statutory Holidays	10 Call outs, including 90 minutes of work A = 10		
2.a) Each additional hour of work (after first 90 minutes)	Monday to Friday	750 hours		
	Saturday, Sunday and Statutory Holidays	50 hours		
2.b) Waiting time	Monday to Friday	80 hours		
	Saturday, Sunday and Statutory Holidays	10 hours		
2.c) Overnight fee	Monday to Friday	8 calls x 8 hours A = 64 hours		
	Saturday, Sunday and Statutory Holidays	2 calls x 8 hours A = 16 hours		
2.d) Cancellation fee		A = 1		
<b>(2) Total estimated price</b>			<b>TOTAL \$</b>	

Period of Standing Offer	July 01, 2019 to June 30, 2020, Extension Year, Year three (3)			
	Days	Estimated Call Outs / Hours per year (A)	Rates (\$) per Call or Rates per hour (B)	Total Estimated Cost per category (\$) C = (A) x (B)
1) <u>Four (4) door sedan: Ford Taurus, Chrysler 300, Buick Lacrosse, Toyota Avalon, Nissan Maxima, equivalent or superior; dark blue, dark grey or black. Quantity four (4)</u>	Monday to Friday	45 Call outs, including first 90 minutes of work A = 45		
	Saturday, Sunday and Statutory Holidays	5 Call outs, including first 90 minutes of work A = 5		
1.a) Each additional hour of work (after first 90 minutes)	Monday to Friday	225 hours		
	Saturday, Sunday and Statutory Holidays	25 hours		
1.b) Waiting time	Monday to Friday	25 hours		
	Saturday, Sunday and Statutory Holidays	5 hours		
1.c) Overnight fee	Monday to Friday	8 calls x 8 hours A = 64 hours		
	Saturday, Sunday and Statutory Holidays	2 calls x 8 hours A = 16 hours		
1.d) Cancellation fee		A = 1		
2) <u>Fifteen (15) Passenger Van with driver as per annex C; quantity three (3)</u>	Monday to Friday	190 Call outs, including first 90 minutes of work A = 190		
	Saturday, Sunday and Statutory Holidays	10 Call outs, including 90 minutes of work A = 10		
2.a) Each additional hour of work (after first 90 minutes)	Monday to Friday	750 hours		
	Saturday, Sunday and Statutory Holidays	50 hours		
2.b) Waiting time	Monday to Friday	80 hours		
	Saturday, Sunday and Statutory Holidays	10 hours		
2.c) Overnight fee	Monday to Friday	8 calls x 8 hours A = 64 hours		
	Saturday, Sunday and Statutory Holidays	2 calls x 8 hours A = 16 hours		
2.d) Cancellation fee		A = 1		
<b>(3) Total estimated price</b>			<b>TOTAL \$</b>	

## **ANNEX C – INSURANCE REQUIREMENTS**

### **Insurance Requirements:**

The Contractor must comply with the insurance requirements specified in sections 1.2 and 1.3. 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 must forward to the Contracting Authority at time of bid closing, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **1. SACC Manual Clause G2001 C (2014-06-26) 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. 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.

## **2. SACC Manual Clause G2020C (2014-03-01) 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 endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire
  - f. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement

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- g. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
    - 8 to 12 Passengers: \$5,000,000
    - 13 or more Passengers: \$8,000,000
  - h. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

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## ANNEX D – CITY OF OTTAWA BYLAW

Offerors are to note that as of September 30, 2016 an amended City of Ottawa regulation concerning Limousine Service came into force. Rates for the vehicles covered by the City of Ottawa Bylaw will be subject to escalation but never any higher than the revised minimum rate.

Bids not complying with the regulation will not be considered in the competitive process.

### **By-law No. 2016-272, Part III, Limousines**

#### **LICENSE REQUIRED**

##### **102.**

1) Every owner or operator of a business that provides limousine service within the City shall be deemed to carry on or be engaged in such business from a point in the City of Ottawa to any point within or beyond the City of Ottawa, and the provisions of this by-law shall apply to the said owner or operator.

2) Subsection (1) does not apply to the owner or operator of a limousine service where the principal business occurs outside the City and from time to time the limousine service may be required to drop off passengers at the MacDonald-Cartier Airport.

##### **103.**

A separate license shall be obtained in respect of each limousine service.

#### **SERVICE TO BE PROVIDED**

##### **104.**

1) No owner or operator of a limousine service shall provide limousine service unless the service provided is,

- a) by pre-arrangement, reserved in advance by at least two (2) hours,
- b) for a minimum rate of charge, exclusive of GST, of not less than,
  - i. Seventy-five Dollars (\$75.00) for the first ninety (90) minutes or part thereof, and
  - ii. Fifty Dollars (\$50.00) for each hour after the initial 90 minutes, and
- c) with a limousine as defined in this by-law.

2) The hourly rate described in clause (b) paragraph (ii) may be divided into quarters charged at a rate of Twelve Dollars and Fifty cents (\$12.50) for each fifteen (15) minutes or part thereof.

3) Paragraph (b) of subsection (1) and subsection (2) shall not apply to an auxiliary service.

4) Paragraph (a) of subsection (1) shall not apply,

- e) to a limousine service engagement commencing at the Macdonald-Cartier Airport, or
- f) to a limousine service engagement provided by a licensed limousine service pursuant to an agreement that
  - i. is at least one (1) month in duration,
  - ii. is with a business corporation or government agency, and
  - iii. is filed in advance of the commencement of the term of the agreement with the Chief License Inspector.

5) No person shall use a motor vehicle as a limousine unless:

- a) it has an encased automobile body having at least four (4) doors, and a seating capacity for not more than nine (9) persons, excluding the driver; and,
- b) it is provided with at least three (3) of the following options:
  - i. a glass partition separating the rear and front seats,
  - ii. a television,
  - iii. a stereo system in the passenger compartment that the passenger can control,
  - iv. a cellular telephone for passenger use,
  - v. Wi-Fi,
  - vi. a refrigerator,
  - vii. a work desk or table.

6) Subsection (5) shall not apply to a classic, vintage or specialty vehicle when used by a licensed limousine service or to an auxiliary service vehicle.

#### **CONDITIONS FOR ISSUANCE OF A LIMOUSINE SERVICE LICENSE**

##### **105.**

1) No license shall be issued to an owner or operator of a limousine service unless:

- a) the applicant is at least eighteen (18) years of age;
- b) the applicant has filed a complete list of business or trade names used in the limousine service and the respective addresses and telephone numbers;
- c) the applicant has provided a complete list of the names, telephone numbers, addresses and a copy of a driver's licence issued by the Ministry of Transportation or an equivalent, and has obtained and maintained an annual acceptable Statement of Driving Record and an annual acceptable Police Records Check for Service with the Vulnerable Sector for every limousine driver employed by or affiliated with the limousine service, to be made available for inspection by the Chief License Inspector;
- d) the applicant has provided the original documents, dated less than 60 days prior to the date of the application for a license, from the appropriate agency outlining the results of investigations related to the applicant for a Police Records Check for the Service with the Vulnerable Sector;
- e) the applicant has filed proof of ownership for each limousine operated in the limousine service;
- f) the applicant has filed proof of insurance in accordance with the requirements of Section 126 for each motor vehicle to be used in the limousine service;
- g) the applicant has filed proof of good repair in respect of each motor vehicle to be used in the limousine service; and
- h) the applicant has paid the fees as set out in Schedule "A" of this by-law;

2) No motor vehicle shall be used in a limousine service unless at the time of annual license renewal set out in Schedule "A", it is less than ten (10) model years old;

3) For the purpose of calculating the age of the motor vehicles as prescribed in subsection(2), the model year of the vehicle is not included in the calculation.

4) Subsections (2) and (3) shall not apply to a classic, vintage or specialty vehicle.

##### **106.**



1) Every licensed limousine service operator shall ensure that the vehicles used in his or her limousine service are inspected by the Chief License Inspector and in accordance with Section 125 as follows:

- a) once a year during the license renewal period prior to the expiry date as set out in Schedule "A" for a vehicle that is five (5) model years of age or less; and,
- b) once during the license renewal period prior to the expiry date as set out in Schedule "A" and once during the Spring of the following calendar year for a vehicle that is older than five (5) model years.

2) At the time of an inspection by the Chief License Inspector, the licensed limousine service operator or authorized agent shall provide the following documentation to the Chief License Inspector:

- a) a current valid Ontario Ministry of Transportation Safety Standards Certificate or proof of another alternative and equivalent vehicle safety verification process acceptable to the Chief License Inspector;
- b) a copy of any work order or other documentation issued by a licensed garage in the processing or granting of the above-noted Safety Standards Certificate;
- c) the limousine service license, as applicable;
- d) a certificate of insurance confirming that the licensed limousine service operator continues to maintain insurance coverage in accordance with the requirements of Section 126 of this by-law; and,
- e) the current valid Ontario Ministry of Transportation motor vehicle permit with respect to the limousine service vehicle under inspection;

3) If the inspection required by subsection (1) results in the limousine service vehicle being found to be in an unsafe condition, the Chief License Inspector,

- a) shall require the vehicle to be placed in a safe condition, and
- b) may suspend the license.

4) No person shall obstruct, hinder, or otherwise interfere with any of the inspections undertaken pursuant to this Section.

5) This Section shall be applicable to each limousine operated, provided or used in the limousine business regardless of whether or not proof of good repair has been filed.

#### **107.**

Sections 105(1)(e), 105(1)(f), 105(1)(g), 105(2), 105(3) and Section 106 shall not apply to an auxiliary service where the driver is providing personal chauffeur services through which the passenger is conveyed in his or her own vehicle.

### **LEASING AGREEMENTS**

#### **108.**

An owner or operator of a limousine service may, in lieu of purchasing a motor vehicle for use as a limousine, obtain a motor vehicle by a leasing agreement provided that the leasing agreement for the motor vehicle to be used as the limousine:

- a) is with the holder of the current motor vehicle registration issued pursuant to the Highway Traffic Act,
- b) specifies as a minimum requirement,
  - i. the date of execution of the leasing agreement,
  - ii. the name and address of the lessee and the lessor,

- iii .the make, model, serial number and year of vehicle,
- iv. the motor vehicle permit plate number issued pursuant to the Highway Traffic Act,
- v. the term and expiry date of the leasing agreement,
- vi. that the lessee has the right to possession and control of the vehicle, underspecified terms and conditions,
- vii. the consideration, and
- viii. the signatures of the lessee, the lessor, and the witness thereto, and

c) is filed by providing a copy of the leasing agreement to the Chief License Inspector.

**109.**

Every licensee shall notify the Chief License Inspector in writing of the termination of the leasing agreement for the motor vehicle registered to his or her limousine service at least ten (10) days prior to the termination of the leasing agreement.

**ISSUANCE OF LICENSE**

**110.**

Upon issuance of a limousine service license, the Chief License Inspector shall furnish to the licensee with a license certificate.

**111.**

Every licensee shall ensure that a copy of the certificate furnished pursuant to Section 110 is kept within each limousine at all times.

**GENERAL REGULATIONS**

**112.**

No licensee shall place a taximeter in a limousine.

**113.**

No person shall operate a taxicab as a limousine.

**114.**

No licensee shall operate a limousine service under a business or trade name not on file with the Chief License Inspector.

**115.**

Every licensee shall ensure that each limousine driver in the limousine service possesses a valid driver's license of the appropriate class issued pursuant to the Highway Traffic Act other than a Class G1 or Class G2 Driver's license or a valid driver's license of the appropriate class issued by the Province of Quebec, to operate a limousine.

**116.**

No licensee shall permit a limousine to be used in the business unless the limousine is,

- a) in a clean condition as to its interior and exterior,
- b) in good repair as to its interior and exterior,
- c) dry as to its interior,
- d) free from mechanical defects,
- e) in fit condition for the purpose for which the vehicle is used to be driven, and
- f) in safe driving condition.

**117.**

1) Every licensee shall, upon termination of any hiring or other engagement of the limousine, ensure that the driver searches the limousine for any property lost or left therein and turns such property over to the licensee.

2) The licensee shall make all reasonable efforts to contact the owner and return any lost or left property over to the owner of said property.

**118.**

1) No person shall drive passengers in a limousine, unless the limousine has a copy of a valid certificate referred to in Section 110.

2) No person shall provide transportation services in a limousine unless he or she is employed by or affiliated with a licensed limousine service and meets the requirements of this by-law.

**119.**

Every licensee shall maintain an up-to-date list of limousine drivers employed by or associated with the limousine service.

**120.**

Every licensee shall immediately produce the list of limousine drivers referred to in Section 105 when so requested by a Municipal Law Enforcement Officer or Chief of Police.

**TRIP SHEET**

**121.**

Every licensee shall ensure that each driver of a limousine shall have a trip sheet in the vehicle at all times evidencing that the vehicle is in service.

**122.**

1) Every licensee shall ensure that the trip sheet contains the following information:

- a) the date of the engagement,
- b) the name of the driver of the limousine,
- c) the name of the engaging person or organization,
- d) the service being provided and the corresponding rate being charged,
- e) the intended destination,
- f) the starting time and length of time for which the vehicle has been reserved, and
- g) the time at the conclusion of the engagement.

2) The information described in subsection (1) shall be recorded on the trip sheet at the termination of each engagement.

**123.**

Every licensee shall keep the trip sheets for a period of one year.

**124.**

Every licensee shall produce the trip sheets for inspection when so requested by a Municipal Law Enforcement Officer or Chief of Police.

**INDEMNIFICATION**

**125.**

Every licensed limousine service agrees to indemnify and save harmless the City of Ottawa, its employees and agents from any and all claims, demands, causes or action costs or damages howsoever caused that the City may suffer, incur or be liable for resulting from the issuance of a License under this By-law or from the performance or non-performance of the respective licensee under this By-law whether or not such performance or non-performance arises with or without negligence on the part of the licensee, its employees, directors or agents.

## **INSURANCE**

### **126.**

1) Every limousine service licensee shall maintain on file with the City of Ottawa a certificate of insurance for each of his or her limousines identifying and confirming the following minimum insurance requirements:

- a) Commercial General Liability insurance subject to limits of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use. The Commercial General Liability insurance shall include, but not be limited to blanket contractual liability, premises, property and operations liability, products and completed operations liability, contingent employers liability, personal injury, owners and contractors protective coverage, broad form property damage, occurrence property damage, employees as additional insured, cross liability and severability of interest provision. Such policy shall be in the name of the limousine service licensee and the City of Ottawa shall be named as an additional insured; and
- b) Automobile Liability Insurance for owned/leased licensed vehicles with limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property. The Automobile Liability insurance shall include the OPCF 6A – Permission to Carry Paying Passengers and OPCF22 – Damage to Property of Passengers; and
- c) Non-Owned Automobile insurance with limits of not less than Two Million dollars (\$2,000,000.00) per occurrence; and
- d) an endorsement to provide that the City of Ottawa shall receive at no less than thirty (30) days prior written notice from the insurer of any cancellation; and,

## **TEMPORARY LIMOUSINES**

### **127.**

Despite Section 110, a licensee may apply to register additional limousines as temporary limousines on the license certificate in order to provide increased limousine service for a period of time not to exceed ten (10) days from the proposed effective date of registration subject to the following conditions:

- a) a request for temporary limousines shall be presented to the Chief License Inspector at least fourteen (14) days prior to the proposed effective date of the registration;
- b) the applicant is the holder of a valid limousine service license issued by the municipality;
- c) the applicant has filed the appropriate application and paid the fees as set out in Schedule "A" of the by-law;
- d) the applicant has identified on the application the times and dates for which the temporary limousines will be used; and
- e) the applicant has provided the following information for each limousine to be registered:
  - i. the make and model of the motor vehicle,
  - ii. the Vehicle Identification Number,
  - iii. the licence plate number issued by the Ontario Ministry of Transportation or its equivalent,

- iv. proof of insurance demonstrating coverage in accordance with Section 126,
- v. a copy of the limousine license issued by another licensing authority or a copy of the lease agreement from an automotive leasing establishment licensed pursuant to this by-law if the vehicle is not licensed as a limousine, and
- vi. proof of good repair obtained within the 12 months prior to the application.

**128.**

Upon approval of the request and registration of the temporary limousines, the Chief License Inspector shall furnish to the licensee, a registration certificate upon which shall be indicated the dates the registration is valid and a list of the temporary limousines authorized to operate under the limousine service license.

**129.**

Every licensee shall ensure that the registration certificate is available for inspection by the Chief License Inspector at all times.

**LICENSE TRANSFERS**

**130.**

A limousine service license issued pursuant to this by-law may be transferred subject to the provisions of Part III of this by-law.

**131.**

1) When a person applies for a transfer of a limousine service license, the person to whom the license is to be transferred shall comply with the provisions of this by-law as if he or she was an original applicant under this by-law.

2) When the person to whom the limousine service license is to be transferred has furnished satisfactory proof to the Chief License Inspector that he or she meets the requirements of this Part for issuance of a license and that such transfer is not prohibited by any other provision of this by-law, the Chief License Inspector shall issue a license to the transferee upon receipt of the transfer fee set out in Schedule "A" which license certificate shall comply with the provisions of Section 10.

3) Where the licensee dies during the currency of the license, the license may be transferred and the provisions of subsections (1) and (2) apply.

4) Every person who replaces the motor vehicle for which the license was issued shall apply for a transfer of the license from the one (1) motor vehicle to the replacement motor vehicle and shall, where applicable:

a) file,

- i. proof of insurance, and
- ii. a safety standards certificate, and

b) exhibit the Ontario Motor Vehicle Registration Permit for the replacement vehicle, and the Chief License Inspector, upon being furnished with satisfactory proof that the motor vehicle meets the requirements of this by-law shall transfer the license upon receipt of the transfer fee set out in Schedule "A".

## ANNEX E – GENERAL CONDITIONS EVALUATION FOR VEHICLES

Four door sedans – quantity: four (4)  
Fifteen (15) Passenger Van – quantity: three (3)

1.	Condition inside the vehicle including the trunk: clean, no worn upholstery or carpets, no scuffs, clean headrests and head liners and no unpleasant or overpowering odors, seatbelts clean and functional
2.	Carpet condition: clean, no fraying or holes, no stains or burn marks no faded carpet and no unpleasant odors
3.	Seat condition: clean, no fraying, no rips or tears, no stains or burns, clean headrest
4.	Upholstery condition: clean, no fraying, no rips or tears, no burns, no stains
5.	Condition of the windows: no cracks or chips, tinted windows, fully functional
6.	Paint/body condition: no major scratches, nor dents, no rust, all molding must be intact, polished finish
7.	Wheel/Tires condition: the tire tread must be a minimum of 1/4 inch thread depth at all points on the tire.
8.	15 Passenger Vans must have a courtesy step for passengers to enter vehicle.

## ANNEX F – SPECIFICATIONS FOR 15 PASSENGER VAN

### M50 12/15 PASSENGER VAN - 2WD



Minimum payload: 1,320kg (2,900lb)  
Refer to "Part III - Additional Minimum Features" for more details

<b>Technical Information</b>			
<b>Make</b>	Ford	Nissan	Chevrolet/GMC
<b>Model</b>	Transit	NV 12 Passenger	Express/Savana
<b>Model No.</b>	X2Y 301A 99V	X82A77/AA00	CG23406 (1LS - L20 - V8)
<b>Wheelbase - mm / in</b>	3,759 / 148	3,710 / 146.1	3,434 / 135
<b>GVWR - kg / lb</b>	4,196 / 9,250	4,300 / 9,480	3,901 / 8,600
<b>Engine</b>			
8 cyl. Gasoline	-	5.6 / 317	4.8 / 285
4 cyl. Clean Diesel Technology	-	-	-
5 cyl. Clean Diesel Technology	3.2 / 190	-	-
6 cyl. Gasoline/Ethanol Flex	3.7 / 270	4.0 / 261	-
8 cyl. Gasoline/Ethanol Flex	-	-	6.0 / 342
<b>Fuel consumption (L / 100km)</b>			
8 cyl. Gasoline	-	8,500 GVWR	21.0 / 14.2
4 cyl. Clean Diesel Technology	-	-	-
5 cyl. Clean Diesel Technology	TBD	-	-
6 cyl. Gasoline/Ethanol Flex	16.6 / 12.6	8,500 GVWR	-
8 cyl. Gasoline/Ethanol Flex	-	-	30.0 / 21.0
<b>Minimum features included with the vehicle</b>			
Automatic speed control and tilt steering	60C	STD	ZQ3
Auxiliary rear heater	STD	DI	C36
Block heater	STD	STD	STD
Tinted glass	92E	STD	STD
Traction control	STD	STD	STD
Full size spare	STD	STD	STD
Power door locks and windows	STD	STD	STD
Front seats, cloth, buckets	C/21L	STD	AS5
Centre (3) and rear seats, cloth/vinyl, removable	STD	Cloth - removable	AS5 - CLOTH STD PIN RELEASE
Sliding cargo door on right hand side, panel rear doors	STD	STD	YA2
Towing prep package Class II	53B	STD	Z82

STD = Standard equipment  
DI = Dealer installed at no charge

**M50**  
**12/15 PASSENGER VAN - 2WD**



Minimum payload: 1,320kg (2,900lb)  
Refer to "Part III - Additional Minimum Features" for more details

<b>DISO Packages</b>					
<b>DISO Items</b>	<b>Options Included</b>	<b>Descriptions</b>	Ford	Nissan	Chevrolet/GMC
			Transit	NV 12 Passenger	Express/Savana
63	2M50	Basic spec. with 8 cyl. Gasoline	-	X82A77/AA00	CG23406 (1LS - L20 - V8)
64	0M50	Basic spec. with 4 or 5 cyl.	X2Y 301A 99V	-	-
	403	Clean Diesel Technology			
65	1GEF or 2GEF	Basic spec. with 6 or 8 cyl. Gasoline/Ethanol Flex	X2Y 301A 99M	-	CG23406 (1LS - L96 - V8)

<b>Individual Options</b>				
<b>Option No.</b>	<b>Descriptions</b>	Ford	Nissan	Chevrolet/GMC
		Transit	NV 12 Passenger	Chevrolet/GMC
045	Long wheelbase (15 passengers)	STD (12 pass)	N/A	CG33706
114	Seating for 15 passengers	765	N/A	CG33706 / ZP3
128	Front license plate holder	153	DI	STD
207	Rear step bumper	STD	STD	STD
230	Electric adjustable mirrors	STD	STD	DE5
232	Mirrors "camper type"	543	N/A	KERR
233	Double hinged cargo doors on passenger side	X2Z 301A	STD	STD - E24
317	Theft deterrent	STD	STD	STD
320	Rear back up alarm	43B	N/A	KERR
321	Bluetooth	58X	STD	UPF
327	Reverse sonar sensor	43R	STD	KERR
972	Electric break control for trailers	67D	DI	N/A

STD = Standard equipment  
DI = Dealer installed  
N/A = Not available



## ANNEX G – QUARTERLY REPORT (SAMPLE)

### Regional Individual Standing Offer Number (RISO)

#### W5942-17TN02

Quarterly periods are defined as follows:

1st quarter: January 01, to March 30;

2nd quarter: April 01, to June 31;

3rd quarter: July 01, to September 30;

4th quarter: October 01, to December 31.

PERIOD \_\_\_\_\_

	Number of Requests (Call-ups)	
Month/Year		Total cost (\$) (including taxes)
January		
February		
March		

	Number of Requests (Call-ups)	
Month/Year		Total cost (\$) (including taxes)
April		
May		
June		

	Number of Requests (Call-ups)	
Month/Year		Total cost (\$) (including taxes)
July		
August		
September		

	Number of Requests (Call-ups)	
Month/Year		Total cost (\$) (including taxes)
October		
November		
December		

To be sent electronically to [genevieve.gravelle@tpsgc-pwgsc.gc.ca](mailto:genevieve.gravelle@tpsgc-pwgsc.gc.ca)

Phone: 819-420-2988

Signature: \_\_\_\_\_

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

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## **ANNEX H – ELECTRONIC PAYMENT INSTRUMENTS**

### **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);