



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

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

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

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

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 / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Bus charter and bus rental services	
<b>Solicitation No. - N° de l'invitation</b> E6TOR-18RM05/A	<b>Date</b> 2019-05-27
<b>Client Reference No. - N° de référence du client</b> E6TOR-18-RM05	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-650-7804
<b>File No. - N° de dossier</b> KIN-9-52013 (650)	<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 2019-06-17</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> Rombough, Lori	<b>Buyer Id - Id de l'acheteur</b> kin650
<b>Telephone No. - N° de téléphone</b> (613)545-8061 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As per call-up	
<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> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six 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            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

### **1.2 Summary**

1.2.1    The purpose of this solicitation is to establish a series of Regional Individual Standing Offers for the provision of bus charter and bus rental services on an "as and when requested" basis in Ontario. The vehicles for hire or rental include various-sized highway motor coaches, school buses, and activity buses, with and without driver, and will be used to transport both government and non-government personnel as per operational requirements. Please see Annex "A" – Statement of Work, for further details.

Offerors may bid on one or more bus types, i.e. Charters (Highway Motor Coach, School Bus, and/or Activity Bus) and/or Rentals (Highway Motor Coach, School Bus, and/or Activity Bus).

It is the intention of the Crown to issue a Standing Offer to each responsive Offeror.

The period of the Standing Offer will be from 01 July 2019 to 30 June 2024.

1.2.2    The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.2.3    The requirement is limited to Canadian services.

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

### 1.3 Debriefings

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.15 Transition to an e-Procurement Solution (EPS). The Government of Canada's [press release](#) provides additional information.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:  
subsection 2. is deleted entirely and replaced with the following:

#### 2. epost Connect

- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
  - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

or if applicable, the email address identified in the RFSO.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
- b. To submit an offer using epost Connect service, the Offeror must either:
  - i. send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.

- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
- e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete offer;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of the offer;
  - vii. security of offer data; or,
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

## 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 in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit, the email address is:

[TPSGC.orreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to

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send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 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 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws**

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

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

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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

Section I: Financial Offer  
Section II: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Financial Offer (1 hard copy)  
Section II: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Section I: Financial Offer (1 hard copy)  
Section II: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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".

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

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

[C3011T \(2013-11-06\), Exchange Rate Fluctuation](#)

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

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

Each offer received will be evaluated to determine that it meets the following Mandatory Financial Criteria. Any offer that fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration.

1. Offers must be submitted in accordance with Attachment 1 to Annex "B" – Basis of Payment Form. Offerors must indicate which location(s) the offer applies to.
2. Pricing must be firm in Canadian currency and must not be indexed or tied to an escalation factor.
3. Offerors must provide pricing for all cost elements of at least one (1) Item of A1 through A5 (Charters) **or** at least one (1) Item B1 through B5 (Rentals) in order to be considered for issuance of a Standing Offer. Any offer that does not include all of the necessary price information will be rejected as non-responsive. Offerors will not be given any opportunity to correct this information after the solicitation period has ended.

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

## **4.2 Basis of Selection**

**4.2.1** SACC Manual Clause [M0069T](#) (2007-05-25), Basis of Selection

**4.2.2** All responsive offers will be recommended for issuance of a Standing Offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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

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

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### 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 services offered are Canadian services as defined in paragraph 4 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](#), Example 2, of the Supply Manual.

5.2.3.1.1 *SACC Manual* clause [A3050T](#) (2018-12-06) Canadian Content Definition

#### 5.2.3.2 Areas of Service (Pick-Up Rights)

- a) At the date of Solicitation closing, the Offeror must hold a valid Public Vehicle Operating License in the Offeror's own name, and should provide a copy of it with their offer to demonstrate that they are licensed to provide bus charter service in the Province of Ontario as required in Annex "A", for the Area(s) of Service specifically identified by the Offeror in Annex "A-1". If the Public Vehicle Operating License is not submitted with the offer, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the offer non-responsive.
- b) Offerors should complete and submit Annex "A-1", Areas of Service (Pick-Up Rights) with their offer. If Annex "C" is not submitted with the offer, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the offer non-responsive.
- c) Offerors who indicate in Annex "A-1" that they intend to offer services to Quebec should provide their Extra-Provincial Operating License with the offer to demonstrate that they are licensed to do so. Offerors who indicate in Annex "A-1" that they intend to offer services to the United States should provide their United States Department of Transportation number with the offer to demonstrate that they hold an Operating Authority and are licensed to do so. If the Extra-Provincial Operating License or United States Department of Transportation number is not provided with the Offer, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the offer non-responsive.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

#### 6.3 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.

### **6.3.1 General Conditions**

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

### **6.3.2 Standing Offers Reporting**

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

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

The data must be submitted on an annual basis to the Standing Offer Authority.

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

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 01 July 2019 to 30 June 2024.

### **6.4.2 Delivery Points**

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

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Lori Rombough  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 86 Clarence Street  
Kingston, ON K7L 1X3  
Telephone: 613-545-8061  
Facsimile: 613-545-8067  
E-mail address: lori.rombough@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.

### **6.5.2 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.

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### 6.5.3 Offeror's Representative

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 6.5.3.1 After Hours/ Emergency Contacts:

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Cell Phone/Pager No. \_\_\_\_\_

#### 6.5.3.2 Regional Contact for Call-ups (if applicable):

<u>Location</u>	<u>Contact Name</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### 6.6 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.

### 6.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

### 6.8 Call-up Procedures

- a) Upon identification of a need for either Bus Charter Services or Bus Rental Services, the Project Authority will determine which authorized Offeror (i.e. which Offeror with licensed pick-up rights) offers the lowest priced solution.
- b) The Project Authority must give the opportunity to the lowest priced licensed and authorized Offeror. If a call-up is placed and the Offeror cannot perform the service in that instance, then the opportunity must be provided to the next lowest priced Offeror and so on until an agreement is reached between an Offeror and Canada.

- c) In the event that no licensed and authorized Offeror can provide service in any instance, the Project Authority may choose (subject to their own contracting authority and further subject to any restriction or limitation dictated by the Province of Ontario) to contact, or negotiate with, any vendor listed on the Ontario Highway Transportation Board website for the pick-up area in question: <http://www.ohtb.gov.on.ca/eng/allcall.html>

Any such agreement reached between the Project Authority and a vendor that does not hold a Standing Offer will be the subject of a separate contractual agreement and will not be governed by the terms of this Standing Offer document. The Project Authority will be required to use their delegated authority to enter into a contract outside of this standing offer.

- d) While Canada recognizes that from time to time an Offeror may not have the resources immediately available to satisfy every call-up, it is the expectation of Canada that under no circumstances will any Offeror reject more than five (5) call-up opportunities. Failure to do so may result in the Offeror's immediate removal from the list of authorized Offerors.

### 6.9 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

### 6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer for Charters must not exceed \$75,000.00 (Applicable Taxes included).

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

Individual call-ups exceeding either limit (Applicable Taxes included) must be forwarded to the Standing Offer Authority.

## 6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010C](#) (2018-06-21), Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Reporting Form; and
- i) the Offeror's offer dated \_\_\_\_\_

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

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

### 6.12.2 SACC Manual Clauses

[M3060C](#) (2008-05-12) Canadian Content Certification

## 6.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 6.14 Transition to an e-Procurement Solution (EPS)

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

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

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

## B. RESULTING CONTRACT CLAUSES

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

### 6.1 Statement of Work

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

## 6.2 Standard Clauses and Conditions

### 6.2.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

## 6.3 Term of Contract

### 6.3.1 Period of the Contract

The Work is to be performed during the period of 01 July 2019 to 30 June 2024 plus 2 months.

## 6.4 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.

## 6.5 Payment

### 6.5.1 Basis of payment: Fixed time rate – Limitation of expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of the call-up amount. Customs duties are included and Applicable Taxes are extra.

### 6.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed the call-up amount. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.5.3 Method of Payment**

#### **6.5.3.1 Single Payment**

For Charters, and Rentals of 30 days or less, the Identified User will make a single payment.

*SACC Manual* clause H1000C (2008-05-12), Single Payment

#### **6.5.3.2 Monthly Payment**

For Rentals of more than 30 days, the Identified User will make monthly payments.

*SACC Manual* clause H1008C (2008-05-12), Monthly Payment

### **6.5.4 SACC Manual Clauses**

Time Verification (2008-05-12) C0711C

Discretionary Audit - Commercial Goods and/or Services (2010-01-11) C0100C

### **6.5.5 Electronic Payment of Invoices – Call-up**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **6.6 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 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.

## **6.7 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.

## **6.8 SACC Manual Clauses**

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

Government Site Regulations (2010-01-11) A9068C

Vehicle Safety (2011-05-16) A9049C

Inspection and Acceptance (2014-06-26) D5328C

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## ANNEX "A" - STATEMENT OF WORK

### 1. REQUIREMENT

To provide bus charter and bus rental services to locations in Ontario, on an "as-and-when-requested" basis.

The vehicles for hire or rent include various-sized highway motor coaches, school buses, and activity-style buses, with and without driver, and will be used to transport both government and non-government personnel such as Regular and Reserve Force members, civilians, cadets, and special visitors, as per operational requirements.

While most of the travel will be within the Province of Ontario, occasional trips to Quebec and the United States may also be required.

### 2. ACCESS FOR CONTRACTORS TO CANADIAN FORCE BASES

Access to military bases will be restricted to military personnel, authorized government employees, and civilians who have received prior authorization to enter the base area.

To obtain authorization, all contractors must provide, to the Standing Offer Authority and the Identified User, the name(s), address(es), and phone number(s) of all employees who require access to Canadian Forces Sites for the performance of their contractual obligations.

Contractors should ensure that they have the PWGSC contact name and phone number as well as the Standing Offer number and call-up on hand when they are entering the base. They will be requested to provide this information to the Military Police or Base Security at all access gates and it will be verified prior to entering base facilities.

It will be the Contractor's responsibility to maintain and provide an accurate and up-to-date employee list to the Standing Offer Authority and the Identified User. Canada will not be held responsible for failure to meet delivery dates and contractual obligations should the Contractor's employees be denied access because prior authorization for them has not been obtained.

### 3. TYPES OF VEHICLES REQUIRED

All vehicles must not exceed ten (10) years in age and be in good operational condition.

#### **A CHARTERS (BUSES WITH DRIVER):**

- A1 Mid-Size Highway Motor Coach, 27-29 passengers, with air conditioning, including driver and fuel.
- A2 Highway Motor Coach, 55-56 passengers, with lavatory and air conditioning, including driver and fuel.
- A3 School Buses, up to 48 passengers, including driver and fuel.
- A4 Activity Buses, up to 48 passengers, including driver and fuel.
- A5 School Buses, 20-22 passengers, including driver and fuel.

#### **B RENTALS (BUSES WITHOUT DRIVER):**

- B1 Mid-Size Highway Motor Coach, 27-29 passengers, with air conditioning, not including driver and fuel.
- B2 Highway Motor Coach, 55-56 passengers, with lavatory and air conditioning, not including driver and fuel.
- B3 School Buses, up to 48 passengers, not including driver and fuel.
- B4 Activity Buses, up to 48 passengers, not including driver and fuel.
- B5 School Buses, up to 20-22 passengers, not including driver and fuel.

#### **4. EQUIVALENT VEHICLES**

The Contractor must provide the type of rental vehicle(s) requested by the Project Authority in the Call-up. If no vehicles are available from the category requested, equivalent vehicles will be considered and assessed by the Project Authority with regards to their ability to perform the required function. Equivalent vehicles must be provided at no additional cost. Should the substitute vehicle(s) have a lower rate than the type requested, the applicable charge must be the lower of the two. Canada has the right to accept or reject any substitute vehicles at its sole discretion. The Contractor may not substitute vehicles requested by the Project Authority without the express consent of the Project Authority.

#### **5. VEHICLE CONDITION AND CLEANLINESS**

The Contractor must hold and maintain all permits, licenses, and certificates of approval applicable to the types of vehicles provided under this Standing Offer in accordance with Municipal, Provincial, and Federal laws. Vehicles must comply with all legislation, rules and regulations that pertain to the vehicles provided for by any regulatory body so authorized. The Contractor will be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide of a copy of any such permit, license, or certificate to Canada.

In addition to the above, all vehicles must comply with the specific standards for maintenance and operation detailed below in articles 8 and 9.

All vehicles provided for use under any resultant call-up against a Standing Offer must be thoroughly cleaned prior to each individual charter or rental. Canada reserves the right to refuse any vehicle that it has determined to be unfit or not properly cleaned by the Contractor and once notified the Contractor must immediately either:

- (a) clean said vehicle to the acceptance of the Project Authority; or
- (b) replace the vehicle with one deemed acceptable to the Project Authority.

Repeated failures to provide clean vehicles may result in action by Canada which may include temporary suspension of the Standing Offer or, if the problem persists, withdrawal of the Standing Offer.

#### **6. CALL-UP RESPONSE REQUIREMENTS:**

Call-ups should be acknowledged within 2 hours of receipt.

Vehicles may be required on an immediate basis and/or extremely short notice. Consequently, the Contractor should have sufficient vehicles to ensure requests are actioned within four (4) hours of receipt of call-up.

For requirements that are not of an immediate nature, the Contractor must provide the required Charter(s) or Rental(s) to the location and time as stipulated in the call-up. Typically the Contractor will be given at least twenty-four (24) hours' notice.

For rentals, DND may require the rental vehicle be delivered to and picked-up from the Identified User's location, and will identify that need on the call-up.

The Contractor must advise the Project Authority of any limitations in area of operation due to Provincial Charter Licenses.

#### **7. DISTANCE COMPUTATIONS:**

All distance calculations must be taken from the Canadian Automobile Association (Ontario Motor League) distance booklet. Calculations must originate at the Identified User's departure pick-up point.

## **8. CONDITIONS THAT APPLY TO RENTALS (Buses without Driver)**

### **8.1 Delivery and Pickup**

The Contractor is required to deliver and pick-up vehicles, if requested by the Project Authority, to the destination specified in the call-up. In an emergency, vehicles will be picked up by the Identified User or must be delivered within 4 working hours of a request, at the Project Authority's discretion. Delivery for regular requirements must be made as stipulated in the call-up. The Project Authority must be advised of any delays at once, and at least 30 minutes prior to the specified delivery time. Only delayed orders approved by the Project Authority will be accepted. Vehicles not received within the required time will be subject to cancellation by the Project Authority without a cancellation charge being applied.

### **8.2 Conclusion of call-up**

The Identified User is responsible for ending call-ups for rentals. Each vehicle, if required, must be picked up by the Contractor within 24 hours from receipt of notification from the Project Authority that the vehicle is no longer required by Canada. Conclusion of rental will occur at the time of notification. Conclusion of rentals more than two (2) hours beyond the time indicated for the daily, weekly, or monthly rate will constitute an additional day rate. Two hours or less must be at no charge to the Identified User.

### **8.3 Rental Extensions**

Extensions to call-ups for rental extensions must be authorized by an amendment to the call-up document by the Project Authority. Regardless of the number of extension requests, the monthly rate will be applied first, followed by the weekly rate and then daily rate, as applicable.

### **8.4 Responsibilities**

Unless otherwise stated herein, the following must apply:

#### **8.4.1 The Contractor must be responsible for:**

- (a) Delivery, if required, to the destination specified in the call-up.
- (b) Pick-up, if required, at time of expiry or termination of the call-up.
- (c) Pre-servicing the vehicle in the normal way for customer delivery.
- (d) Pick-up and return of vehicle for servicing.
- (e) Vehicle licensing, permits, or exemptions.
- (f) Full maintenance due to normal wear and tear including but not limited to replacement of tires and tire repairs.
- (g) Provision of snow tires when requested.
- (h) Provision of tire chains when requested.
- (i) Supply of another licensed vehicle of the same type and size to replace a specific vehicle when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours. Down time will be considered when computing the rental charge.
- (j) All warranty servicing. Warranty servicing means the supply of part normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty service must be made available at any dealer for the make of vehicle rented, within Canada.
- (k) Replacement or repair of any damaged glass.
- (l) Inspection of the vehicle upon its return to the Contractor for any damages.
- (m) Providing vehicles with a full tank of fuel.
- (n) *Provide training to Government drivers when new platforms or changes to existing platforms are brought into the fleet.*

#### **8.4.2 Canada will be responsible for:**

- (a) Inspecting the vehicle when received for any damages.
- (b) The supply of fuel during the rental period, and returning the vehicle with a full tank of fuel.

- (c) Top-up of oil between oil changes.
- (d) Washing the exterior of the vehicle during rental period.
- (e) Return to the Contractor, where possible, all vehicle parts replaced, including damaged or worn tires.
- (f) Fines for traffic violations, including unlawful parking, issued to representatives of Canada during the rental period.
- (g) Canada is self-insured when renting a vehicle without a driver.

### **8.5 Maintenance**

All vehicles must be in very good mechanical condition, clean, and free of body damage (minor dents and scratches resulting from normal road use excluded), prior to acceptance. The acceptability of vehicles delivered with minor dents and scratches will be at the discretion of the Project Authority. In the event of a long term rental, the Contractor will notify the Project Authority in writing, at the time of delivery, of future scheduled maintenance requirements. All periodic maintenance, i.e., greasing, oil change, tire inspections including rotation, and scheduled engine inspection must be undertaken by the Contractor and at no cost to Canada. Tire repair and replacement due to flats and blowouts and replacement or repair of any damaged glass or plastic windows and any glass or plastic lenses due to normal wear and tear and road hazard must be undertaken by the Contractor and at no cost to Canada. As a further clarification, Canada's sole responsibility will lie in being held responsible for damages as a result of accident. Canada considers nails or any other sharp objects that may be run over in roads or driveways and flying stones from other vehicles that may damage glass or lenses to be strictly road hazard and part of the normal wear and tear of operating a vehicle. Down time for maintenance will be considered when computing the rental charge.

"Normal Wear and Tear" refers to the natural amount of deterioration, which can be expected over the term of the rental period and include:

- (i) tire wear, paint chips and minor scratches that do not extend to the base metal;
- (ii) all paint scratches and paint wear and minor dents to exterior;
- (iii) paint chips caused by stones thrown by the wheels of vehicles;
- (iv) frayed or stretched emergency brake cables;
- (v) interior wear of vehicles not including holes, burns or tears of interior surfaces; and
- (vi) tire wear and damage.

### **8.6 Initial Inspection**

All rentals will be inspected, by the Identified User and the Contractor jointly, for damages prior to the release of the rental to the Identified User. Any damages located will be noted on the call-up. The Identified User will reject any rental that fails the acceptance inspection, and another equivalent rental must be provided by the Contractor without delay.

### **8.7 Final Inspection**

Upon return, rentals will be inspected by the Identified User and the Contractor jointly. Any new damage found will be added to the call-up and be signed in agreement by both parties. Mutual authorization must be obtained prior to proceeding with repairs in accordance with Article 8.10 of this Annex.

### **8.8 Emergency Repairs**

Repair routing is to be given to the Identified User upon acceptance of vehicle. A 24-hour, 7-day per week breakdown telephone number must be provided to the Identified User for immediate authorization of repairs to broken-down rental. Authorization to proceed with repairs will be obtained from the Contractor. The Contractor must authorize the required repairs, or must supply a replacement rental. If the repair will take longer than 4 hours to be completed, the Contractor must provide a replacement rental. The down time will be considered when calculating the rental charge.

A credit must be issued by the Contractor to the Identified User for reimbursement to Canada for repairs done or parts replaced by Canada or paid for by Canada, with the agreement of the Contractor, in

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situations in which Canada is not at fault. The cost of repairs which are made by the Identified User will be credited to the Identified User by the Contractor upon receipt of a paid invoice covering such repairs. Where possible, the Identified User will return all parts replaced, including damaged or worn tires, to the Contractor.

### **8.9 Replacement Rentals**

The Contractor is responsible for all delivery and travel expenses, if applicable, when providing a replacement rental. Replacement rentals will be subject to inspection and acceptance by Canada.

### **8.10 Damage/Repair Charges**

- a. Canada is responsible for loss and damage to the vehicle (including damage to optional equipment not requested but accepted by Canada) during the rental period and caused or contributed to by negligence or carelessness of representatives of Canada and recorded to the extent that the loss or damage is not the result of normal wear and tear. Loss or damage due to theft but not due to negligence of Canada will be self-underwritten by Canada.
- b. If a vehicle is returned to the Contractor at the end of the call-up period in damaged condition, the Contractor must provide to Canada within five (5) business days after the return of the vehicle, a written estimate for the cost of repairs or replacement of the loss to the authorized representative of Canada identified in the call-up document. Repair work must be in accordance with industry standard.
- c. Canada reserves the rights to obtain, through a third party, its own estimates for the identified repairs to validate the Contractor's estimate.
- d. Once the cost of repairs is agreed to by both parties, the Contractor will invoice Canada for the agreed amount. Invoicing for all damage and repair charges must include all supporting documentation, a copy of the authorization itemizing specific repair work, and complete material and labour costs required to complete the repair(s). The Contracting Authority will resolve disagreements.
- e. If Canada decides to repair damage to a vehicle during the lease period, Canada will notify the Contractor before proceeding with the repairs. Both parties must agree to the repairs.

## **9. CONDITIONS THAT APPLY TO CHARTERS (Buses with Driver)**

### **9.1 Pick-up**

The Contractor must provide the services as specified in the call-up. In an emergency, the charter must arrive for pick-up within 4 working hours of a request, at the Project Authority's discretion. Charters for regular requirements will be required to arrive for pick-up as stipulated in the call-up. The Project Authority must be advised of any delays at once, and at least 30 minutes prior to the expected arrival time. Only delayed arrivals approved by the Project Authority will be accepted. Charters that are not received within the required time will be subject to cancellation by the Project Authority without a cancellation charge being applied.

### **9.2 Conclusion of call-up**

The Identified User is responsible for ending the call-up(s). Conclusion of charters will occur at the time of notification, or as stipulated in the call-up.

### **9.3 Responsibilities**

The Contractor is responsible for all vehicle maintenance, fuel, licensing, and fines for traffic violations.

### **9.4 Disabled Vehicle**

If a vehicle is disabled during a trip, the Contractor must immediately arrange to transport the passengers therein to the destination to which they were being carried by the vehicle. The down time will be considered when calculating the rental charge.

### **9.5 Replacement Charters**

The Contractor is responsible for all delivery and travel expenses, if applicable, when providing a replacement charter. Replacement charters will be subject to inspection and acceptance by Canada.

### **9.6 Indeterminate Costs**

Highway tolls, bridge tolls and parking fees are extra to the Standing Offer pricing and chargeable to Canada at cost. DND is exempt from paying Highway 407 toll charges; invoices for Highway 407 charges must be sent to the Project Authority for submission to have the charges reversed. Receipts to substantiate all expenses must be submitted with the invoice(s) to the Project Authority.

## **ANNEX "A-1" - AREAS OF SERVICE (PICK-UP RIGHTS)**

### **1. *Instructions to Offerors***

*Offerors are to indicate all areas where they have pick-up rights. Any area that an Offeror checks on Annex A-1 – Areas of Service Bilingual.xlsx, must be supported by the information that appears on their Public Vehicle Operating License.*

*Annex A-1 will be included in any resulting Standing Offer(s).*

*Note to Offerors: The instructions in italics above will be deleted from any resulting Standing Offer(s)*

## ANNEX "B" - BASIS OF PAYMENT

### **SUBMISSION OF PRICING:**

*Offerors must submit firm unit pricing, in Canadian funds (Applicable Taxes extra), for all cost elements of at least one (1) Item of Items A1 through A5 (Charters) or of Items B1 through B5 (Rentals), for all pricing periods in order to be considered for issuance of a Standing Offer. Any Offer that does not include all of the necessary price information will be rejected as non-compliant*

#### **For example:**

*For Item A1, the cost elements are as follows: Price per Kilometer Live; Price per Kilometer Deadhead; OT Rate per hour (A); Minimum Daily Charge; OT Rate per hour (B), and Cancellation Charge. All of these elements must have quoted prices in order for the Offer to be considered. If there is no cost associated with a particular cost element, the Offeror must indicate \$0.00.*

*For Item B1, the cost elements are as follows: Daily, Weekly, and Monthly rates, the respective number of free kilometers and additional price per kilometer, and the cancellation charge. All of these elements must be quoted in order for the Offer to be considered. If there is no costs associated with a particular cost element, the Offeror must indicate \$0.00.*

**Blank Prices:** *Offerors must insert \$0.00 for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will consider that cost element as incomplete. No Offeror will be permitted to add a price after the solicitation period has ended.*

*Note to Offerors: The instructions in italics above will be deleted from any resulting Standing Offer(s)*

#### **1. Rates:**

All prices are firm all-inclusive prices in Canadian funds, including Canadian customs duties and excise taxes, FOB destination(s) indicated, as applicable. HST is not included in pricing and must be shown as a separate item on invoices.

#### **2. Application of Rental Rates:**

Rental charges for any partial rental periods will be prorated at the most favorable combination of rates to Canada, i.e., a bus rented for a period of 33 days will be calculated at either four (4) weeks plus five (5) days prorated at weekly rate; or monthly rate plus three (3) days prorated at weekly rate; or any other combination or rates; whichever is lower.

The terms and conditions of this Standing Offer will apply to any call-up and resulting contract, even if the the Contractor gives the Identified User a rate that is lower than the rates that are part of the Standing Offer

#### **3. Additional allowed expenses:**

##### **3.1 Fuel**

For rentals returned with less than a full tank of fuel, the Contractor may charge Canada for the tank to be filled back to the full mark at the current pump price per litre without allowance for overhead or profit.

For charters, fuel is included in the charter rates and cannot be charged.

### 3.2 Indeterminate Costs

For charters, highway tolls, bridge tolls, and parking fees are extra to the Standing Offer pricing and chargeable to Canada at cost. Receipts to substantiate all expenses must be submitted with the invoice(s) to the Project Authority.

## 4. Pricing Periods:

Year 1 - 01 July 2019 to 30 June 2020

Year 2 - 01 July 2020 to 30 June 2021

Year 3 - 01 July 2021 to 30 June 2022

Year 4 - 01 July 2022 to 30 June 2023

Year 4 – 01 July 2023 to 30 June 2024

## 5. Travel and Living Expenses - National Joint Council Travel Directive (if applicable for Driver(s) overnight)

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

## 6. Pricing Basis

*[Canada will insert information at time of Issuance]*

**Note to Offers: SEE ELECTRONIC ATTACHMENT FOR ATTACHMENT 1 TO ANNEX "B" – BASIS OF PAYMENT FORM.**

## 7. Definition of Terms

### 7.1 Buses with Driver:

#### i) Charter:

The supply of a bus rental with a driver to be provided by the Contractor. Charges for charters are either charged per kilometer or a minimum daily charge, whichever is greater, plus the OT Rate (if applicable).

#### ii) Cancellation Charge:

A charge that is to be paid by the Identified User if the bus reports to the Identified User at the Identified User's request, but it is not required upon arrival, or if it is cancelled without providing sufficient notice. It is the responsibility of the Identified User to advise the Contractor of any cancellation at least 12 hours in advance of the stated pick-up time. Persons calling to cancel reservations must identify themselves, obtain the agent's name and the cancellation number, and note the time and date the cancellation was made. If the request for service has not been cancelled at least 12 hours in advance of the stated pick-up time in the call-up, the cancellation charge will apply.

#### iii) Minimum Daily Charge:

The minimum daily charge provided by Contractor will apply to any charter where this amount exceeds the total amount of the Price per kilometer rate (Live and Deadhead km rates multiplied

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by the number of km traveled), i.e. the greater of the Minimum Daily Charge + OT Rate (if applicable) or the Price per Kilometer + OT Rate (if applicable), will apply.

**iv) Live km:**

Charges levied for charter km travelled with passengers.

**v) Deadhead km:**

Charges levied for charter km travelled without passengers. For travel to pick-up point, Deadhead rates will apply from either the base executing the call-up or the Contractor's location, whichever is cheaper (closer), to the pick-up point. For travel from the final drop-off point, if applicable, Deadhead rates will apply from the final drop-off point to either the original pick-up point or the Contractor's location, whichever is cheaper (closer).

**vi) Overtime (OT) Rate:**

The Overtime Rate quoted will apply to Charters as follows:

**Highway Motor Coaches:** Driver's on-duty time, over 10 hours a day, will have the Overtime Rate applied, rounded to the nearest 15 minute interval.

**Other Buses:** Driver's on-duty time, over 8 hours a day, will have the Overtime Rate applied, rounded to the nearest 15 minute interval.

**vii) Extra Driver:**

An additional qualified and licensed driver, if the trip cannot be completed within commercial regulations and the Contractor has to supply an additional driver to meet the requirement of the trip.

**viii) Waiting Time**

Waiting time is not used in the calculation of charter rates. These hours are included in the length of the charter.

## 7.2 Vehicles without Drivers

**i) One Day (for the calculation of the Daily Rate):**

Any consecutive twenty-four (24) hour period, starting at the time identified in the call-up against the Standing Offer.

**ii) One Week (for the calculation of the Weekly Rate):**

Any consecutive 7 calendar day period, starting at the time identified in the Call-Up against the Standing Offer.

**iii) One Month (for the calculation of the Monthly Rate):**

Any consecutive 30 calendar day period, starting at the time identified in the Call-Up against the Standing Offer.

**iv) Free km**

Kilometers included in the rate for the respective rental period.

**v) Additional km**

Kilometers in excess of the included free km.

**vi) Cancellation Charge**

A charge that is to be paid by the Identified User if the bus is to be delivered to the Identified User at the Identified User's request, but it is not required upon delivery, or it is cancelled without providing sufficient notice. It is the responsibility of the Identified User to advise the Contractor of

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any cancellation at least 12 hours in advance of the stated delivery time. Persons calling to cancel reservations must identify themselves, obtain the agent's name and the cancellation number, and note the time and date the cancellation was made. If the request for service has not been cancelled at least 12 hours in advance of the stated delivery time in the call-up, the cancellation charge will apply.

**8. Call-ups**

**8.1** The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the call-up.

**8.2** The Basis of Payment attached as Annex "B" will be used to price any call-up made pursuant to this Standing Offer.

**8.3** Depending on the type of call-up, one of the following will apply:

**(a) For all Charters (Highway Motor Coach/School/Activity Buses with Driver)**

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm rate(s) as stipulated in the call-up, calculated in accordance with Annex "B". Customs duties are included and Applicable Taxes are extra.

The Contractor will be paid either:

i) the Minimum Daily Charge multiplied by the number of days, plus the Overtime Rate multiplied by the number of overtime hours worked (if applicable);

OR

ii) the Price per Kilometer, both Live and Deadhead, for the distance relevant to each trip, plus the Overtime Rate multiplied by the number of overtime hours worked (if applicable);

OR

iii) where the distance travelled by a chartered school bus or activity bus is  $\leq 100$ km, the lesser of: a) the hourly rate multiplied by the total hours (a minimum of 3 hours will be charged if total hours is less than 3); or b) the Minimum Daily Charge, plus the Overtime Rate multiplied by the number of overtime hours worked (if applicable), will apply.

AND

iv) if applicable, any authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees";

AND

v) if applicable, any charges for the provision of an extra driver;

AND

vi) if applicable, any Indeterminate Costs as incurred and supported by receipts.

OR

vii) the Cancellation Charge (if applicable).

The greater of either i) or ii) above shall apply to each Charter, unless iii) applies, or unless the Charter has been canceled by the Identified User without sufficient notice (as per Annex "A", Article 10.1, ii)), in which case only the Cancellation Charge will apply.

**(b) For all Bus Rentals (Highway Motor Coach/School/Activity Buses without Driver):**

In consideration of the Contractor satisfactorily completing all of its obligations under the call-up, the Contractor will be paid the firm daily, weekly, or monthly rate(s) as stipulated in the call-up, calculated in accordance with Annex "B". For Daily Rentals, the Contractor will be paid the firm drop-off and pick-up rate(s), if applicable, as stipulated in the call-up, in accordance with Annex "B". Customs duties are included and Applicable Taxes are extra.

**8.4** Any invoice submitted that includes any costs not in strict accordance with Annex "B" will be rejected by Canada.

### **ANNEX B-1: REBID**

The offeror is given the opportunity, each year, to rebid their unit prices for any of the line items identified in Annex B.

All price rebids are due no later than May 20<sup>th</sup> of the applicable year.

The Offeror must forward via email, electronic pricing in the format provided in their standing offer to the Standing Offer Authority.

The Offeror is solely responsible for the delivery of the rebid. If a revised price list is not received by the Standing Offer Authority as per the rebid schedule, the current prices will be used.

Prices will be reviewed by Public Works and Government Services Canada (PWGSC). The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC.

New unit prices will be issued by the Standing Offer Authority to the Standing Offer holder(s) to reflect the resulting changes.

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## ANNEX "C" - INSURANCE REQUIREMENTS

### 1. Charters

The following applies to all Charters (Buses with Driver):

#### 1.1 Commercial General Liability Insurance

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

## **1.2 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - i. OPCF/ SEF/ QEF #6b - School Bus Endorsement
  - j. OPCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement
  - k. 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
  - l. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

## **1.3 Extra-Provincial Travel/Travel to the United States**

For requirements involving extra-provincial travel and travel to the United States, the Contractor is responsible for determining what insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 2. Rentals

The following applies to all Rentals (Buses without Driver), as applicable (short-term or long-term lease):

### 2.1 Short term Lease

For vehicles rented by federal government employees, while travelling on official government business, for a period of less than 31 days, the Contractor must insert as lessee, Canada, as presented by the Department of National Defense.

### 2.2 Long Term Lease

1. The Contractor must not insure the risks to Canada arising from the use or operation of vehicles leased by Canada on a long-term basis (over 30 days) except where Provincial law makes it mandatory for the Contractor to insure any leased vehicles. Where Provincial law makes it mandatory to insure a leased vehicle, the Contractor must obtain insurance coverage in respect of the vehicle supplied under the lease, and a copy or evidence of such insurance is to be provided to Canada.
2. Canada may decide not to purchase Collision, All Perils or Comprehensive insurance. The option that must be chosen by Canada when renting a vehicle must depend on the applicable [Treasury Board Risk Management Policy](#).
3. In the event of an accident that is self-insured by Canada (as Lessee), Canada must obtain a written estimate for the repairs and, in consultation with the Contractor (as Lessor), must decide where the repairs are to be performed. If the Contractor decides to have the damage repaired at another place and the cost of said repairs is higher than the estimate obtained by Canada, Canada must only pay the lesser amount. Further, if the Contractor decides that the vehicle is to be repaired at a place other than the place Canada chooses, the Contractor must be responsible to pay transport costs of the vehicle to the alternate location.
4. When a rental vehicle is in a disabling accident, all rental charges must cease on said vehicle.

### 2.3 Delivery

If the Bus without Driver is being delivered to Crown premises, the following applies:

#### 2.3.1 Commercial General Liability Insurance

3. 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.
4. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.

- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. 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.

**2.3.2 Automobile Liability Insurance**

3. 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.
4. 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

**ANNEX "D" - STANDING OFFER REPORTING REQUIREMENTS**

Send to the Standing Offer authority named herein.

Use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer Title		Standing Offer #	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Work Description (Item # ,Quantity)	Date of Order	Date of Delivery	Value of Order (not including HST)

**ANNEX "1" 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)