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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement 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 arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Reporting Requirements, and any other annexes.

1.2 Summary

Public Services and Procurement Canada, Pacific Region, intends to establish a Supply Arrangement for the provision of Bus Rental and Bus Charter services on an "as and when requested" basis for use by various Federal Government Departments and Agencies located on Vancouver Island and Mainland British Columbia.

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

The services are broken down into two (2) streams as identified below:

Stream 1: Bus Charter Services

Stream 2: Bus Rentals without Driver

Each stream is being broken down by zone, so that Bidders may bid on 1 or more streams in 1 or more zones. The zones are as follows:

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ZONE 1 – Greater Vancouver and Fraser Valley (including the Lower Mainland from Whistler to Hope), including but not limited to:

Vancouver	Richmond
North Vancouver	White Rock
West Vancouver	Mission
Tsawwassen	Maple Ridge
Horseshoe Bay	Chilliwack, including local training areas i.e. Pierce Creek, Columbia Valley, Volkes Range etc.
Whistler	Abbotsford
Squamish	Agassiz
Port Moody	Hope
Port Coquitlam	New Westminster
Langley	Aldergrove
Delta	Powell River
Surrey	Little River – Powell River Ferry Terminal

ZONE 1 Postal Codes

V2S, V2T, V3G, V4X, V0M, V2Z, V4W, V5A, V5B, V5C, V5G, V5H, V5J, V5M, V5P, V5R, V5S, V5W, V5X, V2P, V2R, V4Z, V3H, V3J, V3K, V4C, V4E, V4G, V4K, V4L, V4M, V7R, V0X, V2Y, V2Z, V3A, V4W, V2W, V2X, V3Y, V4R, V2V, V4S, V3L, V3M, V3N, V5E, V7G, V7H, V7J, V7K, V7L, V7M, V7N, V7P, V7R, V7S, V7T, V7V, V7W, V3C, V3E, V3H, V6V, V6W, V6X, V6Y, V7A, V7B, V7C, V7E, V6J, V6K, V6L, V6M, V6N, V6P, V1M, V3R, V3S, V3T, V3V, V3W, V3X, V3Z, V4N, V8B, V4L, V5K, V5L, V5N, V5T, V5V, V5Y, V5Z, V6A, V6B, V6C, V6E, V6G, V6H, V6R, V6S, V6T, V6Z, V7X, V7Y, V0M, V0N, V0T, V0X, V8E, V4A, V4B, V4P, V8A

ZONE 2 – Vancouver Island (including the Gulf Islands), including but not limited to:

Seal Bay	Victoria
Nanaimo	Port Alberni
Rocky Point	Campbell River
Albert Head	Mount Washington
Tofino	Little River – Powell River Ferry Terminal
Canadian Forces Base Esquimalt, Victoria BC	Mount Washington
19 Wing Comox, Lazo BC	Port McNeil
	Coombs

ZONE 2 Postal Codes

V0R, V9C, V9H, V0P, V8M, V9A, V9J, V9M, V9N, V9L, V9G, V9R, V9S, V9T, V9V, V9W, V9X, V9Y, V0Y, V0N, V8K, V8L, V9Z, V0R, V9K, V8N, V8P, V8R, V8S, V8T, V8V, V8W, V8X, V8Y, V8Z, V9A, V9B, V9C, V9E, V0R, V0S

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ZONE 3 – Central British Columbia, including but not limited to:

Kelowna	Castlegar
Penticton	Merritt
Cranbrook	Revelstoke
Salmon Arm	Williams Lake
Creston	100 Mile House
Trail	Kamloops
Vernon, BC, including local training areas within Vernon Cadet	Nelson
Camp boundaries, and Bennetts Ranch located approx. 40km	Summerland
South of Camp and Cherryville Range located approx. 54km East	Princeton
of Camp	Kimberley
Golden	Grand Forks
Fernie	Oliver
Sparwood	

ZONE 3 Postal Codes

V0K, V1N, V0G, V1C, V0B, V0A, V0H, V1S, V2B, V2C, V2E, V2H, V0A, V0E, V0K, V1P, V1V, V1W, V1X, V1Y, V1Z, V4T, V0H, V1A, V4V, V1K, V1L, V0H, V2A, V0E, V1E, V0B, V0H, V1R, V1T, V1B, V1H, V2G

ZONE 4 – Northern British Columbia, including but not limited to:

Burns Lake	Chetwynd
New Hazelton	Quesnel
Prince George	Dawson Creek
Prince Rupert	Mackenzie
Terrace	Vanderhoof
Kitimat	Fort St John
Houston	Smithers
	Tumbler Ridge

ZONE 4 Postal Codes

V0J, V0C, V1G, X0G, V1J, V0J, V8C, V0J, V2K, V2L, V2M, V2N, V8J, V0V, V2J, V8G, V0L, V2G

ZONE 5 – Yukon Territory, including but not limited to:

Whitehorse, YT

ZONE 5 Postal Codes

V0W

1.2.1 Trade Agreements

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

1.2.2 The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a preference for Canadian services or may be limited to Canadian services.

1.2.3 The Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

1.2.4 This RFSA allows suppliers to use the epost Connect service provided by Canada Post Corporation to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

1.3 Security Requirements

N/A

1.4 Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian services as defined in clause [A3050T](#).

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

1.5 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

1.6 Use of 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 Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

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

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The 2008 standard instructions is amended as follows:

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

2. epost Connect

- a. Unless specified otherwise in the RFSA, arrangements 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 RFSA's issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSA's issued by PWGSC regional offices is identified in the RFSA.
- b. To submit an arrangement using epost Connect service, the Supplier must either:
 - i. send directly its arrangement only to 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 RFSA closing date and time, (in order to ensure a response), an email that includes the RFSA 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 Supplier sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSA, 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 Supplier to access and action the message within the conversation. The Supplier will then be able to transmit its arrangement afterward at any time prior to the RFSA closing date and time.
 - d. If the Supplier is using its own licensing agreement to send its arrangement, the Supplier must keep the epost Connect conversation open until at least 30 business days after the RFSA closing date and time
 - e. The RFSA 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 a supplier not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSA in order to register for the epost Connect service.
 - g. For arrangements transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the arrangement including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete arrangement;
 - 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 arrangement;
 - v. failure of the Supplier to properly identify the arrangement;
 - vi. illegibility of the arrangement;
 - vii. security of arrangement 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 arrangement 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 arrangement document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Suppliers 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 arrangement transmitted by epost Connect service constitutes the formal arrangement of the Supplier and must be submitted in accordance with section 05.

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008](#) (2018-05-22), Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Arrangements

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

Bid Receiving Unit, Pacific Region
401-1230 Government St.
Victoria, BC V8W 3X4
Bid Fax: 250-363-3344

e-Post Connect Email:

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Arrangements 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 [2008](#), or to send arrangements through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.2.1 Ceiling Prices and/or Rates

The Supplier is required to submit ceiling prices, rates or both that will apply for the term of the Supply Arrangement.

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than **FIVE (5)** calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The epost

Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement
Section II: Financial Arrangement
Section III: Certifications

- If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:

Section I: Technical Arrangement (1 hard copy)
Section II: Financial Arrangement (1 hard copy)
Section III: 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 Supplier is simultaneously providing copies of its arrangement 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.

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

Canada requests that suppliers follow the format instructions described below in the preparation of hard copy of their arrangement:

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

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, suppliers 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 Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with the Annex "B", Basis of Payment.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Failure to meet any of the following mandatory requirements at solicitation closing will render your bid as non-responsive and it will be given no further consideration:

- a. Suppliers must currently hold a valid Passenger Transportation License, in their own name. Copy of the valid license to provide bus charter services or to provide bus rentals in the Province of British Columbia must be provided prior to Supply Arrangement award.
- b. In addition, those suppliers who intend to offer services to other Provinces or to the United States, must provide evidence of their Extra-Provincial Operating Permit prior to Supply Arrangement award.
- c. Suppliers must demonstrate their ability to provide buses within the specified time to the zone they are bidding. Supplier may demonstrate this ability by having depot locations and/or buses located within the zone or provide method of delivery from another zone.

4.1.1.2 Supporting Information

In the event that the Bidder fails to submit any supporting information pursuant to technical evaluation criteria, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority the written notice to the Bidder.

4.1.2 Financial Evaluation

Suppliers must complete and submit the table in Annex "B", Basis of Payment, with their submission.

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical and Financial Criteria

SACC Manual Clause S1001T (2008-12-12), Basis of Selection – Mandatory Technical and Financial Criteria.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made

knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **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 Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement 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 procurement 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 Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

5.2.2.1 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.

5.2.2.2 SACC Manual clause A3050T (2014-11-27), Canadian Content Definition

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

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A".

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Supply Arrangement.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2020 \(2017-09-21\), General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.](#)

6.3.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier 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. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Supply Arrangement Authority no later than thirty (30) calendar days after the end of the reporting period.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from date of award to July 31, 2021.

6.4.2 Comprehensive Land Claims Agreements (CLCAs)

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The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Erin Fletcher
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Pacific Region
Address: 401-1230 Government St. Victoria, BC V8W 3X4

Telephone: 250-415-6020
E-mail address: erin.fletcher@pwgsc-tpsgc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative

Name & Title	Address	Email	Phone

6.6 Identified Users

The Identified Users 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.

6.7 On-going Opportunity for Qualification

A Notice will be posted for the duration of the arrangement on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

Due to the resources required to evaluate the arrangements, Canada has reserved the right to conduct the arrangements in cycles, no less than every six months. The schedule below outlines the closing dates for each evaluation.

2019-2020 Dates:

Submission Closing Date	Refresh
July 17, 2019 at 2:00 PM	August 1, 2019
January 17, 2020 at 2:00 PM	February 1, 2020
July 17, 2020 at 2:00 PM	August 1, 2020
January 18, 2021 at 2:00 PM	February 1, 2021

6.8 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 articles of the Supply Arrangement;
- (b) the general conditions [2020](#) (2017-09-21), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Supplier's arrangement dated _____.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 SACC Manual Clauses

M3060C (2008-05-12), Canadian Content Certification

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

6.11 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA'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 Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

6.12 Insurance

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.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Contract against a Supply Arrangement (Low Dollar Value Template);
- Medium Complexity (MC) for medium complexity requirements

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

Note: References to the Low Dollar Value Template and MC templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;

- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (*insert, as applicable: 2003 or 2004*) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the *Ineligibility and Suspension Policy*. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.”
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) conditions of the resulting contract.

6.2 Bid Solicitation Process

6.2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

6.2.2 The bid solicitation will be sent directly to Suppliers.

Solicitation Procedure Matrix

The length of the solicitation period, the minimum number of suppliers that must receive a bid solicitation, and the notification obligations are determined by the value of each specific requirement.

The following matrix outlines the responsibilities of the Identified User and PSPC when conducting the bid solicitation process.

	Requirement Value Threshold	Minimum Number of Suppliers Solicited
Tier 1	Up to and including \$40,000	-
Tier 2	Between \$40,001 and \$400,000	All Suppliers in the Zone
Tier 3	\$400,001 and above	All Suppliers in the Zone

Provided a Client has the legal authority to contract, it may choose to award contracts under this SA in accordance with the Tier 1 or Tier 2 Contract Limitations described below. All contracts for Clients without authority to contract under Tier 1 or Tier 2 and Tier 3 requirements will be managed by Public Services and Procurement Canada.

Solicitation Period

The procuring entity shall, consistent with its own reasonable needs, provide a reasonable period of time for suppliers to prepare and submit responsive tenders, taking into account such factors as the nature and complexity of the procurement, the time necessary for transmitting tender documentation by non-electronic means, and the urgency of the requirement.

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The following forms must be used for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the [Electronic Forms Catalogue](http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) (http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) website.

PWGSC-TPSGC 9400-3, Bid Solicitation
PWGSC-TPSGC 9400-4, Contract

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- a) **Contract against a Supply Arrangement** (for low dollar value requirements), general conditions [2029 \(2016-04-04\), General Conditions - Goods or Services \(Low Dollar Value\)](#) will apply to the resulting contract;
- b) **MC** (for medium complexity requirements), general conditions 2010C (2018-06-21), General Conditions: Services (medium complexity) will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: References to the Contract against a Supply Arrangement and MC templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

ANNEX "A" – STATEMENT OF WORK

1.0 SUMMARY

For the provision of bus rental and bus charter services on an "as and when requested" basis for use by various Federal Government Departments and Agencies in British Columbia.

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

2.0 ACCESS FOR CONTRACTORS TO CANADIAN FORCES BASES

Access to Department of National Defence (DND) units 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 Project Authority, the name(s), address(es), and phone number(s) of all employees who require access to base facilities for the performance of their contractual obligations.

Contractors should ensure that they have the contact name and phone number of the Contracting Authority as well as the solicitation or contract number on hand when they are entering the base. They will be requested to provide this information to the Military Police 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 Project Authority. Canada will not be held responsible for failure to meet delivery dates and contractual obligations should their employees be denied access because prior authorization for them has not been obtained.

3.0 TYPES OF VEHICLES REQUIRED

Charters:

- A1. Highway Cruiser, 47/48 passengers, with lavatory including driver and fuel.
- A2. Highway Cruiser, 55/56 passengers, with lavatory including driver and fuel.
- A3. School Buses, up to 48 passengers with driver and fuel.
- A4. Activity Buses, up to 48 passengers with driver and fuel.
- A5. School Buses, up to 22 passengers with driver and fuel.
- A6. Mini Coach, 20-28 passengers with driver and fuel.

Rentals:

- B1. Highway Cruiser, 47/48 passengers, with lavatory, not including driver or fuel.
- B2. Highway Cruiser, 55/56 passengers, with lavatory, not including driver or fuel.
- B3. School Buses, up to 48 passengers, not including driver or fuel.
- B4. Activity Buses, up to 48 passengers, not including driver or fuel.
- B5. School Buses, up to 22 passengers, not including driver or fuel.
- B6. Mini Coach, 20-28 passengers, not including driver or fuel.

4.0 EQUIVALENT VEHICLES

If no vehicles are available from the category requested, equivalent vehicles will be considered and assessed by the Consignee with regards to their ability to perform the required function at no additional cost. Canada has the right to accept or reject any substitute vehicles at the Project Authority's discretion. The Contractor may not substitute vehicles requested by the Consignee without the express consent of the Project Authority.

5.0 VEHICLES AND CLEANLINESS

Vehicles must comply with all legislation, rules and regulations that pertain to the condition and road worthiness of the buses provided for by any regulatory body so authorized.

Buses must be equipped with blackout shades or curtains.

In addition, all vehicles must comply with the specific standards for maintenance and operation detailed below in articles 8.0 and 9.0.

In addition, all vehicles provided for use under any resulting Contract 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.

6.0 RESPONSE REQUIREMENTS

Vehicles may be required on an immediate basis and / or extremely short notice. Consequently, the Contractor should have sufficient vehicles to ensure rental requests are actioned within two (2) hours of receipt of a contract.

For requirements that are not of an immediate nature, the Contractor must respond within twenty-four (24) hours.

The Contractor must respond as required within one (1) hour in case of breakdown or overload of DND Inter-Base Service; and

In the event of a rental where a driver is not supplied by the Contractor, the Consignee may require the rental vehicle be delivered to and picked-up from the Consignee's location (such as DND's base).

A secondary back-up vehicle is required for all categories of buses.

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

7.0 DISTANCE COMPUTATIONS

All distance calculations shall be taken from the Canadian Automobile Association distance booklet. All distance calculations shall originate at consignee departure pick-up point.

8.0 CONDITIONS THAT APPLY TO VEHICLES SUPPLIED WITH DRIVERS (ANNEX "B", CATEGORY "A")

8.1 Delivery

In the event of an urgent request, vehicles must be delivered within two (2) working hours at the Project Authority's discretion. The Project Authority must be advised within thirty (30) minutes of any delays. Only delayed orders approved by the Project Authority will be accepted. Vehicles not received within the required time shall be subject to cancellation by the Project Authority without a cancellation charge being applied.

9.0 CONDITIONS THAT APPLY TO VEHICLE RENTALS WITHOUT DRIVERS (ANNEX "B", CATEGORY "B")

9.1 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 contract. In the event of an urgent request, vehicles will be picked up by the Project Authority or shall be delivered within 2 working hours of a request at the Project Authority's discretion. Delivery for regular requirements shall be made within 1 working day from receipt of request or per the date and time specified in the contract. The Project Authority is to be advised within 30 minutes of any delays. Only delayed orders approved by the Project Authority will be accepted. Vehicles not received within the required time shall be subject to cancellation by the Project Authority without a cancellation charge being applied. Each vehicle, if required, shall 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.

9.2 Responsibilities

Unless otherwise stated herein, the following shall apply:

1) The Contractor must be responsible for:

- a. Delivery, if required, to the destination specified in the contract;
- b. Pick-up, if required, at the time of expiry or termination of the contract;
- 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;
- g. Replacement of tires and tire repairs covered by the tire manufacturer's normal warranty. (Replacement tire will be to original equipment specifications with the same life, standard and quality.)
- h. Provision of tire chains during winter road conditions;
- i. Provision of snow tires for winter travel when requested;
- j. 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 charges;
- k. All warranty servicing. Warranty servicing shall mean the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty period shall in no case cover a period of less than twelve (12) months. The warranty service as outlined above shall be made available at any dealer for the make of vehicle rented, within Canada;
- l. Replacement or repair of any damaged glass;
- m. Vehicles to be supplied full of fuel and will be returned full of fuel. Supplying fuel during periods of repair and maintenance;
- n. Proof of insurance documents must be carried in the vehicle when traveling in the United States.

2) Canada shall be responsible for:

- a. Top up oil between changes;
- b. Washing the exterior of the vehicle;
- c. Return to the Contractor, all vehicle parts replaced, including damaged or worn tires;
- d. Canada is self-insured when renting a vehicle without a driver.

3) General:

Repair routing is to be given to the Consignee on acceptance of vehicle. Authorization to proceed with repairs is to be obtained from the Contractor. The cost of any replacements will be credited to the Consignee's account by the Contractor upon receipt by the Contractor of a paid invoice covering such replacement.

9.3 Maintenance

All vehicles are expected to be in very good mechanical condition, must be 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 must notify the consignee 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.

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

- 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 interior;
- iii. paint chips caused by stones thrown by the wheels of the vehicles;
- iv. frayed or stretched emergency break cables;
- v. interior wear of vehicles not including holes, burns, or tears of interior surfaces;
- vi. tire wear and damage, provided that the tires meet provincial safety standards.

Removal of decals or signage and any resultant paint repairs are not considered normal wear and tear and will be chargeable as a repair.

9.4 Damage/Repair Charges

Prior to proceeding with any damage repairs, a written estimate of total costs must be submitted to the Project Authority for authorization to proceed. Invoicing for all damage and repair charges to rented vehicles must be submitted separately and must include all supporting documentation, a copy of the authorization itemizing specific repair work, and complete material and labour costs required to complete the repairs.

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9.5 Traffic Infractions / Tickets

The Contractor must pay parking, photo radar, speeding tickets, and any other traffic/vehicle infractions associated with vehicles rented with a driver. Vehicles rented and driven by the Consignee will follow appropriate procedures for the payment of traffic infractions or tickets.

9.6 Miscellaneous Items

Buses not identified may be required from time to time. Those items to be requested and provided at the time pricing.

ANNEX "B" – BASIS OF PAYMENT

1.0 SUBMISSION OF PRICING - INSTRUCTIONS

The Supplier is required to submit ceiling prices, rates or both that will apply for the term of the Supply Arrangement. The ceiling rates are subject to downward adjustment so as not to exceed the actual rates submitted as per the resulting solicitations within the scope of the Supply Arrangement.

Suppliers must submit firm unit pricing, in Canadian funds (Applicable Taxes extra) for at least one zone, for all cost elements of at least (1) Item of Items A1 through A6 (Charters) or of Items B1 through B6 (Rentals) for both pricing periods (Year 1 and Year 2) in order to be considered for issuance of a Supply Arrangement. Any bid 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; Minimum Daily Charge; and Cancellation Charge. All of these elements must have quoted ceiling prices for both pricing periods (Year 1 and Year 2) in order for the bid to be considered. If there is no cost associated with a particular cost element, the Supplier 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 have quoted ceiling prices for both pricing periods (Year 1 and Year 2) in order for the bid to be considered. If there is no cost associated with a particular cost element, the Supplier must indicate \$0.00.

Blank Prices: *Suppliers 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 Supplier leaves any price blank, Canada will consider that cost element as incomplete. No Supplier will be permitted to add a price after the solicitation period has ended.*

Note to Suppliers: The instructions in italics above will be deleted from any resulting Supply Arrangement(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. **The firm unit prices and/or rates include all costs for applicable vehicle licensing, permits, insurance, full maintenance due to normal wear and tear, replacement of tires and tire repairs, all warranty servicing, depreciation and fuel where applicable.** GST 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 favourable 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 of rates; whichever is lower.

3. Additional Allowable Expenses:

3.1 Fuel

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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, ferry fares, and parking fees are extra to the Supply Arrangement 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 – Issuance of Supply Arrangement to July 31, 2020

Year 2 – August 1, 2020 to July 31, 2021

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 and incidental 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. Payment Schedules by Zone

6.1 Zone(s) Offered

_____ ZONE 1 – Greater Vancouver and Fraser Valley (including the Lower Mainland from Whistler to Hope)

_____ ZONE 2 – Vancouver Island (including the Gulf Islands)

_____ ZONE 3 – Central British Columbia

_____ ZONE 4 – Northern British Columbia

_____ ZONE 5 – Yukon Territory

6.2 CEILING PRICES - CHARTERS (BUSES WITH DRIVER)

YEAR 1 (Issuance of Supply Arrangement to July 31, 2020) – ZONE: _____ (Bidder to indicate)

Item No.	Description of Bus	Passenger Capacity	Price per Kilometer		OT Rate per hour (if applicable) (A)	OR	Min. Daily Charge	+	OT Rate per hour (if applicable) (B)	OR	Cancellation Charge	≤ 100 KM hourly rate
			Live	Deadhead								
A1	Highway Cruiser with Lavatory	47/48	\$	\$	\$		\$		\$		\$	\$
A2	Highway Cruiser with Lavatory	55/56	\$	\$	\$		\$		\$		\$	\$
A3	School Bus	48	\$	\$	\$		\$		\$		\$	\$
A4	Activity Bus	48	\$	\$	\$		\$		\$		\$	\$
A5	School Bus	20-22	\$	\$	\$		\$		\$		\$	\$
A6	Mini Coach	20-28	\$	\$	\$		\$		\$		\$	\$

A minimum of three (3) hours will be allowed by the Identified User for any school or activity bus charter that is < 100 km in distance. For any school or activity bus charter that is < 100 km in distance and greater than 3 hours in length, the total cost payable will be the lesser of a) the total number of hours multiplied by the firm hourly rate specified above or b) the Min. Daily Charge + OT Rate per hour (if applicable)

Item No.	Description	Price per Day
A7	Daily rate for the provision of an Extra Driver	\$

YEAR 2 (August 1, 2020 to July 31, 2021) – ZONE: _____ (Bidder to indicate)

Item No.	Description of Bus	Passenger Capacity	Price per Kilometer		OT Rate per hour (if applicable) (A)	OR	Min. Daily Charge	+	OT Rate per hour (if applicable) (B)	OR	Cancellation Charge	≤ 100 KM hourly rate
			Live	Deadhead								
A1	Highway Cruiser with Lavatory	47/48	\$	\$	\$		\$		\$		\$	\$
A2	Highway Cruiser with Lavatory	55/56	\$	\$	\$		\$		\$		\$	\$
A3	School Bus	48	\$	\$	\$		\$		\$		\$	\$
A4	Activity Bus	48	\$	\$	\$		\$		\$		\$	\$
A5	School Bus	20-22	\$	\$	\$		\$		\$		\$	\$
A6	Mini Coach	20-28	\$	\$	\$		\$		\$		\$	\$

A minimum of three (3) hours will be allowed by the Identified User for any school or activity bus charter that is < 100 km in distance. For any school or activity bus charter that is < 100 km in distance and greater than 3 hours in length, the total cost payable will be the lesser of a) the total number of hours multiplied by the firm hourly rate specified above or b) the Min. Daily Charge + OT Rate per hour (if applicable).

Item No.	Description	Price per Day
A7	Daily rate for the provision of an Extra Driver	\$

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6.3 CEILING PRICES – BUS RENTALS (WITHOUT DRIVER)

YEAR 1 (Issuance of Supply Arrangement to July 31, 2020) – ZONE: _____ (Bidder to indicate)

Item No.	Description of Bus	Passenger Capacity	Daily Rentals			Weekly Rentals			Monthly Rentals			Cancellation Charge
			Daily Rate	Free km	Per Addt'l km	Weekly Rate	Free km	Per Addt'l km	Monthly Rate	Free km	Per Addt'l km	
B1	Highway Cruiser with Lavatory	47/48	\$		\$	\$		\$		\$		\$
B2	Highway Cruiser with Lavatory	55/56	\$		\$	\$		\$		\$		\$
B3	School Bus	48	\$		\$	\$		\$		\$		\$
B4	Activity Bus	48	\$		\$	\$		\$		\$		\$
B5	School Bus	20-22	\$		\$	\$		\$		\$		\$
B6	Mini Coach	20-28	\$		\$	\$		\$		\$		\$

DROP-OFF AND PICK-UP CHARGES

The following charges apply Daily Rentals only. No charges will be allowed for drop-off or pick-up when weekly or monthly rental rates are applied. Please provide information for the zone(s) selected above.

ZONE	Drop-Off Charge	Pick-up Charge
Zone _____	\$	\$

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YEAR 2 (August 1, 2020 to July 31, 2021) – ZONE _____ (Bidder to indicate)

Item No.	Description of Bus	Passenger Capacity	Daily Rentals			Weekly Rentals			Monthly Rentals			Cancellation Charge
			Daily Rate	Free km	Per Addt'l km	Weekly Rate	Free km	Per Addt'l km	Monthly Rate	Free km	Per Addt'l km	
B1	Highway Cruiser with Lavatory	47/48	\$		\$	\$		\$		\$		\$
B2	Highway Cruiser with Lavatory	55/56	\$		\$	\$		\$		\$		\$
B3	School Bus	48	\$		\$	\$		\$		\$		\$
B4	Activity Bus	48	\$		\$	\$		\$		\$		\$
B5	School Bus	20-22	\$		\$	\$		\$		\$		\$
B6	Mini Coach	20-28	\$		\$	\$		\$		\$		\$

DROP-OFF AND PICK-UP CHARGES

The following charges apply Daily Rentals only. No charges will be allowed for drop-off or pick-up when weekly or monthly rental rates are applied. Please provide information for the location(s) selected above.

ZONE	Drop-Off Charge	Pick-up Charge
Zone _____	\$	\$

7. Definition of Terms

7.1 TERMS DEFINED BY THE SUPPLIER: *(Bidder to complete)*

i. **Overtime (OT) Rate:**

The Overtime Rate quoted will apply to Charters as follows:

After _____ hours.

Any overtime must be authorized in advance by the Project Authority.

7.2 TERMS DEFINED BY CANADA:

7.2.1 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 kilometre 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 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 contract, the cancellation charge will apply.

iii. **Minimum Daily Charge:**

The minimum daily charge provided by the Contractor will apply to any charter where this amount exceeds the total amount of the Price per Kilometre rate (Live and Deadhead km rates multiplied by the number of km travelled), i.e. the greater of the Minimum Daily Charge + OT Rate (if applicable) or the Price per Kilometre + 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. Not to be applied for travel to original pick-up point. With respect to 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. **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.

vii. Waiting Time:

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

7.2.2 Bus Rentals without Driver

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

Any consecutive twenty-four (24) hour period, starting at the time identified in the Contract.

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

Any consecutive seven (7) calendar day period, starting at the time identified in the Contract.

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

Any consecutive thirty (30) calendar day period, starting at the time identified in the Contract.

iv. Free km

Kilometres included in the rate for the respective rental period.

v. Add'l km

Kilometres 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 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 contract, the cancellation charge will apply.

8. Contracts under the Supply Arrangement

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 Contract.

8.2 The Basis of Payment outlined in Annex B will be used to price any Contract made pursuant to this Supply Arrangement.

8.3 Depending on the type of contract, one of the following will apply:

a) For all Charters (Highway Cruiser with Lavatory/School/Activity Buses with Driver)

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid the firm rate(s) as stipulated in the contract, calculated in accordance with Annex "B". Customs duties 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 Kilometre, 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 ≤ 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 and incidental 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 to 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).

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File No. - N° du dossier
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The greater of either i. or ii. above shall apply to each Charter, unless iii. applies, or unless the Charter has been cancelled by the Identified User without sufficient notice (as per Annex "B", Articles 7.21 ii. and 7.22 vi.)

b) For all Bus Rentals (Highway Cruiser with Lavatory/School/Activity Buses with Driver):

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid the firm daily, weekly, or monthly rate(s) as stipulated in the contract, 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 contract, 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 "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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/SEF/QEF #6b - School Bus Endorsement
 - f. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement

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

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 _____ (*insert the employee's department*).

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

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but

for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,

284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to codefend 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

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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File No. - N° du dossier
VIC-9-42027

Buyer ID - Id de l'acheteur
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ANNEX "D" – SUPPLY ARRANGEMENT REPORTING

Reporting period _____ to _____,
dates Month Month Year

Solicitation Number	Successful Award? Yes/No	\$ Value of successful Contract

Total number of solicitations responded to for reporting period	
Total number of successful contracts for reporting period	
Total value of successful contracts for reporting period	

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E6VIC-200001/A
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ANNEX "E" – SUPPLIER'S GENERAL INFORMATION

1. Supplier's Representatives

Name and telephone number of the person responsible for:

General Enquiries/Contracts:

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

After Hours/Emergency Contacts:

Name: _____
Telephone No. _____
Cell Phone/Pager No. _____

2. Regional Contact for Contracts (if applicable):

Location	Contact Name	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Procurement Business Number

PBN: _____