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Solicitation No. - N° de l'invitation  
W0117-19V039/A  
Client Ref. No. - N° de réf. du client  
W0117-19V039

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-9-42120

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

- 1.2.1 The Department of National Defence (DND), 17 Wing located in Winnipeg, Manitoba has a requirement for a Regional Individual Standing Offer (RISO) for the rental and or hire of Highway Cruisers/Motorcoaches with Operator (Charter) and without Operator (Rental) and Activity/School Buses with Operator (Charter) and without Operator (Rental). The Standing Offer Period is from date of issuance to March 31, 2021, with two (2) additional one (1) year option periods. The buses are required to transport authorized Department of National Defence (DND) and Canadian Armed Forces (CAF) members primarily to/from Canadian Forces Bases (CFB) and Armories within the 17 Wing Area of Responsibility (AOR) to/from various locations across Canada, and the USA on an "as required" basis. The 17 Wing AOR is from Dundurn, SK to Thunder Bay, ON. Exceptions may be made for tasks outside the AOR, however these are rare.

Up to two (2) Standing Offers can be issued as a result of this Request for Standing Offer (one SO for motorcoaches with operator and buses with operator; one SO for motorcoaches without operator and buses without operator).

1.2.2 The requirement is subject to a preference for Canadian services.

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

### 1.3 Debriefings

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

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

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## 2.2 Submission of Offers

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

Bid Receiving Public Works and Government Services Canada  
Government of Canada Building  
101 22<sup>nd</sup> Street East, Suite 110  
Saskatoon, SK S7K 0E1

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Facsimile number: (306) 975-5397

## 2.3 Former Public Servant

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

### Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement](#)

Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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

## 2.4 Enquiries - Request for Standing Offers

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

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

## 2.5 Applicable Laws

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

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

# PART 3 - OFFER PREPARATION INSTRUCTIONS

## 3.1 Offer Preparation Instructions

- 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: Technical Offer  
Section II: Financial Offer  
Section III: 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: Technical Offer (one (1) hard copy)

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

Section III: Certifications (one (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



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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 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 the 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 "E" Electronic Payment Instruments, to identify which ones are accepted.

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

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

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

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

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

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- (a) Offeror must be able to perform the full scope of the work described in the Annex A, "Statement of Work".
- (b) Offeror must sign the certification in Annex A, "Statement of Work".
- (c) Offeror must provide a Permanent Public Vehicle and Extra Provincial operating licence with its offer.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 SACC Manual Clause M0222T (2016-01-28), Evaluation of Price-Canadian/Foreign Bidders

The Total Evaluated Price:

For Pricing Schedules A1, B1, C1 and D1:

Line Items 1 to 6 firm unit price/hour will be multiplied by estimated quantity for columns A, B and C.

For Pricing Schedules A2, B2, C2 and D2 the following formula will be used:

(1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 12 for each Standing Offer Period.

Total tables A1, A2, B1, B2, C1, C2, D1 and D2 will be added to arrive at the total evaluated price.

## 4.2 Basis of Selection

### 4.2.1 Basis of Selection – Mandatory Technical Criteria Only

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

## 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.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

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

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

The Offeror certifies that:

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

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

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

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

### 5.2.1 Integrity Provisions – Required Documentation

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

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

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

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

## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

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

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

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

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

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

##### **7.3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "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 a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31

- 
- fourth quarter: January 1 to March 31

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

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from date of issuance to March 31, 2021 inclusive.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two one-year periods, from April 1, 2021 to March 31, 2022 and April 1, 2022 to March 31, 2023 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

##### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

##### **7.4.4 Delivery Points**

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Rana Sabounji  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 759, 220 4<sup>th</sup> Ave SE  
Calgary, AB  
T2G 4X3  
Telephone: 403-680-8394  
Facsimile: 306-975-5397  
E-mail address: [rana.sabounji@pwgsc-tpsgc.gc.ca](mailto:rana.sabounji@pwgsc-tpsgc.gc.ca)

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

### 7.5.2 Project Authority

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

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

### 7.5.3 Offeror's Representative

(to be completed by Offeror)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: DND – 17 Wing Winnipeg Transport Section.

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## 7.8 Call-up Instrument

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

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

or

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

## 7.9 Limitation of Call-ups

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

## 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TBD** (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.



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## 7.11 Priority of Documents

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

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

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

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

### 7.12.2 SACC Manual Clauses

M3060C (2008-05-12), Canadian Content Certification  
M3800C (2006-08-15), Estimates

## 7.13 Applicable Laws

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

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

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

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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010C](#) (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.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the contract is from date of issuance to March 31, 2021 inclusive.

#### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex "B" – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### **7.5.2 Multiple Payments**

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

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### 7.5.3 Electronic Payment of Invoices – Call-up

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

### 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 7.7 Insurance – Specific Requirements

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

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

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

### 7.8 SACC Manual Clauses

[A9049C](#) (2011-05-16), Vehicle Safety  
[A9062C](#) (2011-05-16), Canadian Forces Site Regulations  
[B7500C](#) (2006-06-16), Excess Goods

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. REQUIREMENT

The Department of National Defence (DND), 17 Wing located in Winnipeg, Manitoba has a requirement for a Regional Individual Standing Offer (RISO) for the rental and or hire of Highway Cruisers/Motorcoaches with Operator (Charter) and without Operator (Rental) and Activity/School Buses with Operator (Charter) and without Operator (Rental). The Standing Offer Period is from date of issuance to March 31, 2021, with two (2) additional one (1) year option periods. The buses are required to transport authorized Department of National Defence (DND) and Canadian Armed Forces (CAF) members primarily to/from Canadian Forces Bases (CFB) and Armories within the 17 Wing Area of Responsibility (AOR) to/from various locations across Canada, and the USA on an "as required" basis. The 17 Wing AOR is from Dundurn, SK to Thunder Bay, ON. Exceptions may be made for tasks outside the AOR, however these are rare.

#### 2. ACCESS FOR CONTRACTORS TO CANADIAN FORCE BASES (CFB)

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 Identified User, the name(s), address(es), and phone number(s) of all employees who require access to Canadian Armed 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 Identified User. DND 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

- a) All vehicles must not exceed ten (10) years in age and must be in good operational condition.
- b) All Vehicles must be delivered with a full tank of fuel

##### 3.1 CHARTER REQUIREMENTS (BUSES WITH DRIVER):

- a) Highway Motor Coach 55-56 passengers, with lavatory and air conditioning, including driver.
- b) Activity/School Buses up to and including 48 passengers, with driver.

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**3.2 RENTAL REQUIREMENTS (BUSES WITHOUT DRIVER):**

- a) Highway Motor Coach 55-56 passengers, with lavatory and air conditioning, without driver.
- b) Activity/School Buses up to and including 48 passengers, without driver.

**4. EQUIVALENT VEHICLES**

- a) The Contractor must provide the type of rental vehicle(s) requested by the Project Authority in the Call-up.
- b) 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.
- c) 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 written approval from the Project Authority.

**5. VEHICLE CONDITION AND CLEANLINESS**

- a) All vehicles must comply with the specific standards for maintenance and operation detailed below in articles 9 and 10.
- b) 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 following an inspection by the Contractor and once notified the Contractor must immediately either:
  - i. clean said vehicle to the acceptance of the Project Authority; or
  - ii. replace the vehicle with one deemed acceptable to the Project Authority.
- c) 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. LICENSING**

- a) 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 the Project Authority.

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**7. CALL-UP RESPONSE REQUIREMENTS:**

- a) Call-ups must be acknowledged within two (2) hours of receipt.
- b) 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.
- c) 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.
- d) 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.
- e) The Contractor must advise the Project Authority of any limitations in area of operation due to Provincial Charter Licenses.

**8. DISTANCE COMPUTATIONS:**

**8.1 Basis of Calculation**

All distance calculations must be taken from Google Maps or a document that the contractor may use to track mileage. Calculations must originate at the Identified User's departure pick-up point.

**8.2 Dead Heading**

- a) Within the Winnipeg area, the Contractor will be allowed to charge for the exact fee the kilometers from point of origin to point of destination only. No additional kilometers will be considered or accepted (i.e. from Contractor's site to point of origin and return). Dead head mileage fee for one way trips will not be accepted within the Winnipeg area
- b) Out of town trips will be invoiced in accordance with rates provided. "Dead Head Mileage" **fees** for one way trips will be accepted for out of town trips

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

**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 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.

**9.2 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.

### 9.3 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.

### 9.4 Responsibilities

#### 9.4.1 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 accordance with manufactures directions and industry standard 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 information/training to Government drivers when new platforms or changes to existing platforms are brought into the fleet.

#### 9.4.2 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.

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## 9.5 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) 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.

## 9.6 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.

## 9.7 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 9.10 of this Annex.

## 9.8 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



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.

## **9.9 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.

## **9.10 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 in writing.

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

### **10.1 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. 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.

### **10.2 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.

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### 10.3 Responsibilities

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

### 10.4 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.

### 10.5 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.

### 10.6 Indeterminate Costs

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.

### 10.7 Drivers

Charter Drivers must meet the standards of the profession including but not limited to licensing and appearance, and display professionalism at all times.

### **ADDITIONAL INFORMATION FOR ALL REQUIREMENT:**

The Transport Section will initiate all requests on behalf of our Clients and provide the Contractor with information on the service to be performed, the Standing Offer number, including the call-up number, so that all invoices are to be forwarded to the 17 Wing Winnipeg, Transport - Rental Section by mail, upon completion of the service. All invoices will quote this Standing Offer number and the Purchase Order number of the incumbent initiating the service.

- Failure to do so will result in delay of payment.
- This Standing Offer will be used exclusively by 17 Wing Winnipeg Transport Section.

## ANNEX "B"

### BASIS OF PAYMENT

- All-inclusive prices must be submitted as outlined below in order to fulfil all of the requirements as listed in Annex "A" - Statement of Work.
- Prices will remain firm for the periods as outlined below.
- Applicable taxes will be added as a separate item on the invoice, if applicable.
- Estimated Quantities are for evaluation purposes only and do not form any part of the resulting standing offer.

#### A – School/Activity Buses

#### School/Activity Buses with Operator in accordance with Annex "A" – Statement of Work

PRICING SCHEDULE A1				A		B		C	
				Year 1 (date of issuance to March 31, 2020)		Option Year 1 (April 1, 2021 to March 31, 2022)		Option Year 2 (April 1, 2022 to March 31, 2023)	
Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)
1	Hourly Rate (minimum of 4 hours will be charged)	20	Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2	Daily Rate	20	Daily	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3	Weekly Rate	20	Weekly	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4	Monthly Rate	20	Monthly	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
5	Overnight Fees	20	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
6	Cancellation Fee (with less than 6 hours' notice)	5	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
SUBTOTAL				\$_____		\$_____		\$_____	
A1 – TOTAL (A+B+C)				\$_____					

Solicitation No. - N° de l'invitation  
W0117-19V039/A  
Client Ref. No. - N° de réf. du client  
W0117-19V039

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-9-42120

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

### **School Buses/Activity Buses Estimated Price for Kilometers**

The Following formula will be used to calculate the Estimated Price for Kilometers:

(1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 12 for each Standing Offer Period.

	<b>A</b>	<b>B</b>	<b>C</b>
<b>PRICING SCHEDULE A2</b>	<b>Year 1 (date of issuance to March 31, 2020)</b>	<b>Option Year 1 (April 1, 2021 to March 31, 2022)</b>	<b>Option Year 2 (April 1, 2022 to March 31, 2023)</b>
Daily Free Kilometers offered by the Offeror	_____Km	_____Km	_____Km
Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometer limit.	\$ _____/Km	\$ _____/Km	\$ _____/Km
1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 12 for each Standing Offer Period. <b>SUBTOTAL</b>	\$ _____Km	\$ _____/Km	\$ _____/Km
<b>A2 TOTAL (A+B+C)</b>	\$ _____		

Solicitation No. - N° de l'invitation  
W0117-19V039/A  
Client Ref. No. - N° de réf. du client  
W0117-19V039

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-9-42120

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

## **B – Motor Coaches / Highway Cruiser**

### **Motor Coaches / Highway Cruiser with Operator in accordance with Annex “A” – Statement of Work**

PRICING SCHEDULE B1				A		B		C	
				Year 1 (date of issuance to March 31, 2020)		Option Year 1 (April 1, 2021 to March 31, 2022)		Option Year 2 (April 1, 2022 to March 31, 2023)	
Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)
1	Hourly Rate (minimum of 4 hours will be charged)	20	Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Daily Rate	20	Daily	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Weekly Rate	20	Weekly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Monthly Rate	20	Monthly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Overnight Fees	20	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Cancellation Fee (with less than 6 hours' notice)	5	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SUBTOTAL				\$ _____		\$ _____		\$ _____	
B1 TOTAL (A+B+C)				\$ _____					

Solicitation No. - N° de l'invitation  
W0117-19V039/A  
Client Ref. No. - N° de réf. du client  
W0117-19V039

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-9-42120

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

### **Cruisers/Motor Coaches Estimated Price for Kilometers**

The Following formula will be used to calculate the Estimated Price for Kilometers:

(1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 12 for each Standing Offer Period.

	A	B	C
PRICING SCHEDULE B2	Year 1 (date of issuance to March 31, 2020)	Option Year 1 (April 1, 2021 to March 31, 2022)	Option Year 2 (April 1, 2022 to March 31, 2023)
Daily Free Kilometers offered by the Offeror	_____Km	_____Km	_____Km
Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometer limit.	\$ _____/Km	\$ _____/Km	\$ _____/Km
1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 12 for each Standing Offer Period. <b>SUBTOTAL</b>	\$ _____Km	\$ _____/Km	\$ _____/Km
<b>B2 TOTAL (A+B+C)</b>	\$ _____		

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### **C – School/Activity Buses**

#### **School/Activity Buses without Operator in accordance with Annex “A” – Statement of Work**

PRICING SCHEDULE C1				A		B		C	
				Year 1 (date of issuance to March 31, 2020)		Option Year 1 (April 1, 2021 to March 31, 2022)		Option Year 2 (April 1, 2022 to March 31, 2023)	
Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)
1	Hourly Rate (minimum of 4 hours will be charged)	20	Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Daily Rate	20	Daily	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Weekly Rate	20	Weekly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Monthly Rate	20	Monthly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Overnight Fees	20	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Cancellation Fee (with less than 6 hours' notice)	5	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SUBTOTAL				\$ _____		\$ _____		\$ _____	
C1 – TOTAL (A+B+C)				\$ _____					

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### **School/Activity Buses Estimated Price for Kilometers**

The Following formula will be used to calculate the Estimated Price for Kilometers:

(1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 12 for each Standing Offer Period.

<b>PRICING SCHEDULE C2</b>	<b>A Year 1 (date of issuance to March 31, 2020)</b>	<b>B Option Year 1 (April 1, 2021 to March 31, 2022)</b>	<b>C Option Year 2 (April 1, 2022 to March 31, 2023)</b>
Daily Free Kilometers offered by the Offeror	_____ Km	_____ Km	_____ Km
Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometer limit.	\$ _____ /Km	\$ _____ /Km	\$ _____ /Km
1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 12 for each Standing Offer Period. <b>SUBTOTAL</b>	\$ _____ /Km	\$ _____ /Km	\$ _____ /Km
<b>C2 TOTAL (A+B+C)</b>	\$ _____		



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**D – Motor Coaches / Highway Cruiser**

**Motor Coaches / Highway Cruiser without Operator in accordance with  
Annex “A” – Statement of Work**

PRICING SCHEDULE D1				A		B		C	
				Year 1 (date of issuance to March 31, 2020)		Option Year 1 (April 1, 2021 to March 31, 2022)		Option Year 2 (April 1, 2022 to March 31, 2023)	
Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)	Firm Unit Price/Hour	Extended Price (Firm Unit Price x Estimated Quantity)
1	Hourly Rate (minimum of 4 hours will be charged)	20	Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Daily Rate	20	Daily	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Weekly Rate	20	Weekly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Monthly Rate	20	Monthly	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Overnight Fees	20	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	Cancellation Fee (with less than 6 hours' notice)	5	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SUBTOTAL				\$ _____		\$ _____		\$ _____	
D1 TOTAL (A+B+C)				\$ _____					

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### Cruisers/Motor Coaches Estimated Price for Kilometers

The Following formula will be used to calculate the Estimated Price for Kilometers:

(1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 12 for each Standing Offer Period.

	A	B	C
PRICING SCHEDULE D2	Year 1 (date of issuance to March 31, 2020)	Option Year 1 (April 1, 2021 to March 31, 2022)	Option Year 2 (April 1, 2022 to March 31, 2023)
Daily Free Kilometers offered by the Offeror	_____Km	_____Km	_____Km
Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometer limit.	\$ _____/Km	\$ _____/Km	\$ _____/Km
1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 12 for each Standing Offer Period. <b>SUBTOTAL</b>	\$ _____Km	\$ _____/Km	\$ _____/Km
<b>D2 TOTAL (A+B+C)</b>	\$ _____		

TOTAL A1 \$ \_\_\_\_\_

TOTAL A2 \$ \_\_\_\_\_

TOTAL B1 \$ \_\_\_\_\_

TOTAL B2 \$ \_\_\_\_\_

TOTAL C1 \$ \_\_\_\_\_

TOTAL C2 \$ \_\_\_\_\_

TOTAL D1 \$ \_\_\_\_\_

TOTAL D2 \$ \_\_\_\_\_

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### **A. Commercial General Liability**

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.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - 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.

## **B. 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.
    - e. OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire
    - f. OPCF/ SEF/ QEF #6b - School Bus Endorsement
    - g. OPCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement
    - h. 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
- I. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

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## ANNEX "D"

### STANDING OFFER USAGE REPORT

Public Works and Government Services Canada  
Facsimile: (306) 975-5397

Email: [TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca)

#### Quarterly Usage Report Schedule:

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

SUPPLIER:  
STANDING OFFER NO: W0117-19V039

FEDERAL DEPARTMENT OR AGENCY: DND – 17 Wing

REPORTING PERIOD: \_\_\_\_\_

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

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

PREPARED BY:

NAME:  
TELEPHONE NO.:  
SIGNATURE:

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## **ANNEX “E” 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);