



**REGIONAL INDIVIDUAL STANDING OFFER (RISO)
RENTAL (WITH OPERATOR) OF HIGHWAY CRUISERS/MOTORCOACHES AND SCHOOL BUSES
DEPARTMENT OF NATIONAL DEFENCE - CFB SHILO, MANITOBA**

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, Basis of Payment, Insurance Requirements, Standing Offer Usage Report and Electronic Payment Instruments.

1.2 Summary

1.2.1 The Department of National Defence (DND), CFB Shilo, Manitoba, has a requirement for a Regional Individual Standing Offer (RISO) for the rental of Highway Cruisers/Motorcoaches with Operator and School Buses with Operator.

The buses are required to transport authorized DND and CAF members to/from Canadian Forces Bases (CFB) Shilo to/from various locations across Canada, and the USA.

The RFSO will allow for the possibility of awarding up to two (2) Standing Offers, as detailed in Annex A – Statement of Work and Annex B – Basis of Payment. (One for Highway Cruisers/Motorcoaches and one for School Buses).

The RISO will be in effect for one (1) year from date of issuance, with an Option to extend for two (2) additional one-year periods.

1.2.2 The requirement is limited to 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 (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 120 days

2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

A9049C (2011-05-16), Vehicle Safety

2.2 Submission of Offers

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

PWGSC Western Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

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 Instructions 2006, or to send offers through an epost Connect message if the offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.2.1 Documents Required for Offers Evaluation Purposes

The Offeror must provide the following documents with its offer:

1. Permanent Public Vehicle and Extra Provincial operating licence.

2.3 Former Public Servant - Competitive - Offer

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

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

2.5 Applicable Laws

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect service 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

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

Offers transmitted by facsimile or received by hardcopy will not be accepted.

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 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.

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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Failure to meet any of the following mandatory criteria at solicitation closing will render your submission non-compliant and it will be given no further consideration.

- a) Compliance with the terms and conditions contained in this document.
- b) Provision of pricing as requested in Annex B.
- c) Demonstrated ability to perform the full scope of the work, as described in Annex A.

4.1.2 Financial Evaluation

The Offeror must submit its offer pricing in accordance with Annex B Basis of Payment, in Canadian funds.

- a) Offerors must provide a quote on all of the items shown in Annex B.
- b) Firm Unit Prices offered must include ALL relative costs associated with providing the service in accordance with Annex A Statement of Work, contained herein, and remain firm for the period of the Standing Offer.
- c) Applicable taxes are not to be included in the Firm Unit Prices, but will be added as a separate item to any call-up issued against the Standing Offer.
- d) For each year, the Estimated Usage for each item will be multiplied by the Firm Unit Price and added together to obtain a Total Extended Price. The Total Extended Prices for each year will be added together to obtain a Total Evaluated Offer Price.

SACC *Manual* Clause M0220T (2016-01-28), Evaluation of Price

4.2 Basis of Selection

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

The RISO will allow for the possibility of awarding up to two (2) Standing Offers, as detailed in Annex A – Statement of Work and Annex B – Basis of Payment. (One for Highway Cruisers and one for School Buses).

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 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 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), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada-Labour's website.

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

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

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

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements - Proof of Availability - Prior to issuance of a standing offer

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 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, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of offer issuance to _____.
(to be completed upon offer award)

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 (2) two additional 1 year periods, 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 15 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:

Brent Peters
Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
Canada Place, 10th Floor
1000-9700 Jasper Avenue
Edmonton, AB T5J 4C3
Telephone: 780-235-8279
Facsimile: 780-497-3510
E-mail address: Brent.Peters@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 (should be completed by Offeror at time of offer)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

Procurement Business Number (PBN): _____

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: The Department of National Defence, CFB Shilo, MB.

7.8 Call-up Instrument

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

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 50,000.00 (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 \$ _____ (Applicable Taxes excluded) *(to be determined at offer award)* 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 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 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 (2020-05-28), General Conditions - Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Offeror's offer dated _____ (insert date of offer), as clarified on _____ (if applicable) or as amended on _____ (if applicable).

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 _____. *(to be completed prior to offer award)*

7.14 Transition to an eProcurement 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 (2020-05-28), General Conditions - Services (medium complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2020-05-28) General Conditions - Services (medium complexity) will not apply to payments made by credit cards. *(if applicable)*

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to 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 – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure as indicated in the call-up document. Customs duties are included and Goods and Services Tax is extra, if applicable.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed the amount indicated in the call-up document. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 SACC Manual Clauses

H1000C (2008-05-12), Single Payment
H1001C (2008-05-12), Multiple Payments
A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0710C (2007-11-30), Time and Contract Price Verification

7.5.4 Electronic Payment of Invoices – Call-up (*will be added at contract award if applicable*)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

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 are to be forwarded to CFB Shilo, by mail or by email upon completion of the service. All invoices will quote this Standing Offer number and the Purchase Order number of the incumbent initiating the service.

Department of National Defence
Base Transport - Bldg QIOI
P0 Box 5000 Station Main
CFB Shilo, MB ROK 2A0

Contact: Sonya Kampe (204) 765-3000 ext. 4235 / E-mail: sonya.kampe@forces.gc.ca

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

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations
[G6001C](#) (2008-05-12), Vehicles - Long Term Lease

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX A STATEMENT OF WORK

A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, material, tools, equipment and supervision necessary for the rental of Highway Cruisers/Motorcoaches with Operator and School Buses with Operator on an "as required" basis for the Department of National Defence (DND), CFB Shilo, Manitoba.

The buses are required to transport Military Personnel from Canadian Forces Base Shilo, MB to and from various locations across Canada and the United States of America. Pick-up location will normally begin and end at the Canadian Forces Base (CFB), Shilo, Manitoba, unless otherwise directed by the DND Call-up Authority.

The RISO will allow for the possibility of awarding up to two (2) Standing Offers, as detailed in Annex A – Statement of Work and Annex B – Basis of Payment. (One for Highway Cruisers and one for School Buses).

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

The following applies to both A and B below:

1. Buses offered must be clean and in good mechanical operating condition and will be subject to inspection and acceptance by the Call-up Authority. Cleanliness and mechanical soundness must be maintained during trips.
2. Each vehicle supplied must meet the provisions of the *Motor Vehicle Safety Act* of Canada and the regulations thereunder that are in force.
3. All drivers must be fully qualified to operate the equipment in question.
4. A minimum of seven (7) hours' notice will be provided in the event of cancellation or a change in the requirement. In the event of a cancellation, if less than seven (7) hours' notice has been provided and the unit(s) has been dispatched, the one-time cancellation fee per unit (s) will apply.
5. In the event of a vehicle breakdown, a substitute vehicle is to be dispatched within two (2) hours of notification by a representative of the CFB and is to be delivered to the location identified by the representative of the Canadian Forces Base CFB at no additional cost to the Crown.
6. The Offeror(s) are fully responsible for all maintenance of the buses.
7. Fees for entrance to parks, airport charges, parking fees, hotel stays where required will be reimbursed at the Offeror's laid down cost without markup. Receipts must accompany the invoice unless otherwise specified in writing by the Call-up Authority.
8. Drivers are responsible for booking their own hotels.
9. Travel costs from the Offeror's facility to the specified pick-up point before the trip and from the specified drop-off to Offeror's facility after the trip are not reimbursable and are the responsibility of the Offeror.
10. Buses must be equipped with required safety devices (e.g. Fire extinguishers and first aid kits).

11. All fuel, maintenance and qualified licensed drivers are to be provided by the Offeror(s).
12. The Offeror will be responsible to ensure the vehicle is fully insured to carry passengers according to Inter-Provincial regulations.
13. The Offeror will be responsible for the supply of all Petroleum, Oil and Lubricant (POL) products.
14. Vehicle licensing and insurance will be the responsibility of the Offeror.

A - SCHOOL BUSES

1. The Offeror must be able to provide a minimum of two (2) school buses (minimum seating capacity of 30 to 60 passengers) with operators on an "as and when required" basis with a minimum of 24 hours' notice.

B - MOTOR COACHES / HIGHWAY CRUISERS

1. The offeror must be able to provide as many as seven (7) Motor coaches/Highway cruisers (minimum seating capacity of 47 to 58 passengers) with operators, washroom, air conditioning, baggage carrying capacity, on an "as and when required" basis with a minimum of 24 hours' notice.
2. Notice of five (5) days will be given to the Offeror (s) if more than eight (8) Motor Coaches/ Highway Cruisers with operators are required at one time.

C - SANITARY SERVICE OF DND BUS

1. The Offeror must be able to clean washroom, and flush and refill/recharge the toilet in a DND Highway Cruiser as per call-up.

ANNEX B BASIS OF PAYMENT

A - SCHOOL BUSES WITH OPERATOR; and B - HIGHWAY CRUISERS/MOTORCOACHES WITH OPERATOR; and C - SANITARY SERVICE OF DND BUS

Offerors must complete the Basis of Payment in accordance with the following:

1. Provide pricing for the Initial Period of the Standing Offer for listed in B1 - School Buses, and/or B2 - Highway Cruisers.
2. Provide pricing for each option period.
3. Pricing must be firm unit pricing, GST extra (if applicable), all-inclusive for the period of the Standing Offer. Rates must include all costs associated with providing the service in accordance with Annex "A" - Requirement specified herein.
4. The estimated quantities specified below are provided for evaluation purposes only, and do not represent a commitment on behalf of Canada.

The BID EVALUATION TOTAL for each requirement (School Buses and Motorcoaches) will be calculated by adding all the item values for the initial Standing Offer period and the option periods. The lowest responsive offer for each requirement will be recommended for issuance of a Standing Offer.

A – School Buses

TOTAL A1 + TOTAL A2 + TOTAL C = **BID EVALUATION TOTAL**

B – Motorcoaches

TOTAL B1 + TOTAL B2 + TOTAL C = **BID EVALUATION TOTAL**

Definitions:

Hourly Rate - less than eight (8) consecutive hours (includes pick-up/wait/return and fuel). Minimum of 4 hours will be charged.

Daily Rate - a minimum of eight (8) hour period (pick-up/wait/return) including all fuel.

Overnight Fee - twenty-four (24) hour call-up period (pick-up/wait/return). The client, who requests the service, will be responsible for payment of overnight for the driver accommodation. If the client advises the driver to make his own arrangements, he must follow the applicable hotel rates listed in the [Accommodation and Car Rental Directory](#). Submitted invoices must be supported by receipts. All other fees are the responsibility of the contractor.

Cancellation Fee - No cancellation fee applies if cancelled within six (6) hours prior to the required time.

Distance Computations - All distance calculations shall be taken from the Canadian Automobile Association distance booklet.

A – School Buses

School Buses with Operator, up to 30 passengers with fuel

PRICING SCHEDULE A1				Standing Offer Initial Period		Option Period #1		Option Period #2	
Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price
1	Hourly Rate (minimum of 4 hours will be charged)	10	Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Daily Rate	10	Daily	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Overnight Fees	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Cost per km	10	Km	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Cancellation Fee (with less than 6 hours' notice)	5	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SUBTOTAL				\$ _____		\$ _____		\$ _____	
A1 - TOTAL				\$ _____					

School Buses with Operator, up to 60 passengers with fuel

PRICING SCHEDULE A2				Standing Offer Initial Period		Option Period #1		Option Period #2	
Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price
1	Hourly Rate (minimum of 4 hours will be charged)	10	Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Daily Rate	10	Daily	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Overnight Fees	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Cost per km	10	Km	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Cancellation Fee (with less than 6 hours' notice)	5	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SUBTOTAL				\$ _____		\$ _____		\$ _____	
A2 - TOTAL				\$ _____					

B – Cruisers/Motorcoaches

Highway Cruiser with Operator, up to 47 passengers with fuel

PRICING SCHEDULE B1				Standing Offer Initial Period		Option Period #1		Option Period #2	
Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price
1	Hourly Rate (minimum of 4 hours will be charged)	10	Hour	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2	Daily Rate	10	Daily	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	Overnight Fees	10	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Cost per km	10	Km	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5	Cancellation Fee (with less than 6 hours' notice)	5	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SUBTOTAL				\$ _____		\$ _____		\$ _____	
B1 - TOTAL				\$ _____					

Highway Cruiser with Operator, minimum 58 passengers with fuel

PRICING SCHEDULE B2				Standing Offer Initial Period		Option Period #1		Option Period #2	
Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price
1	Hourly Rate (minimum of 4 hours will be charged)	10	Hour	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
2	Daily Rate	10	Daily	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
3	Overnight Fees	10	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
4	Cost per km	10	Km	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
5	Cancellation Fee (with less than 6 hours' notice)	5	Each	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
SUBTOTAL				\$		\$		\$	
B2 - TOTAL				\$					

PRICING SCHEDULE C				Standing Offer Initial Period		Option Period #1		Option Period #2	
Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price
1	Clean washroom, and flush and refill/recharge the toilet in a DND Highway Cruiser	30	Each	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
C - TOTAL				\$ _____					

EVALUATION

A – School Buses with Operator

TOTAL A1 \$ _____

TOTAL A2 \$ _____

TOTAL C \$ _____

TOTAL FOR BID EVALUATION \$ _____

B – Highway Cruisers/Motorcoaches with Operator

TOTAL B1 \$ _____

TOTAL B2 \$ _____

TOTAL C \$ _____

TOTAL FOR BID EVALUATION \$ _____

ANNEX C INSURANCE REQUIREMENTS

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

For the province of Quebec, send to:

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

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. 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 #6c - Public Passenger Vehicles Endorsement
 - f. 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

ANNEX D
STANDING OFFER USAGE REPORT

Quarterly Usage Report Schedule:

Period:	Report Due:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

Supplier Name		Standing Offer Name	
Standing Offer Number		Reporting Period	
Standing Offer Authority	Brent Peters		

Call-up Number	Dollar Value (Taxes included)
(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: During the above reporting period there have been no call-ups issued against this Standing Offer ().

PREPARED BY:	
NAME	
TELEPHONE NUMBER	
SIGNATURE	
DATE	

Send Report to: GU-APST@pwgsc.gc.ca

or fax to: (780) 497-3510.

ANNEX E TO PART 3 OF THE REQUEST FOR STANDING OFFERS
ELECTRONIC PAYMENT INSTRUMENTS
(Offeror to complete as applicable)

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).