

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

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

See herein for bid submission

instructions/

**Voir la présente pour les
instructions sur la présentation
d'une soumission**

NA

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

Title - Sujet School Bus Rentals without Operator d'autobus scolaires sans conducteur	
Solicitation No. - N° de l'invitation W168A-20MK13/A	Date 2020-12-02
Client Reference No. - N° de référence du client W168A-20MK13	GETS Ref. No. - N° de réf. de SEAG PW-\$STN-205-5400
File No. - N° de dossier STN-0-43097 (205)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Standard Time CST on - le 2021-01-05 Heure Normale du Centre HNC	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Baessler, Nancy	Buyer Id - Id de l'acheteur stn205
Telephone No. - N° de téléphone (306)241-2826 ()	FAX No. - N° de FAX (306)975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BASE TRANSPORT BLDG 619 3 CDSB GARRISON WAINWRIGHT DENWOOD Alberta T0B1B0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	5
2.3 FORMER PUBLIC SERVANT	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	7
2.5 APPLICABLE LAWS.....	7
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	9
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES	11
4.2 BASIS OF SELECTION.....	11
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	12
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	12
PART 6 - INSURANCE REQUIREMENTS	14
6.1 INSURANCE REQUIREMENTS.....	14
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	15
A. STANDING OFFER	15
7.1 OFFER	15
7.2 SECURITY REQUIREMENTS.....	15
7.3 STANDARD CLAUSES AND CONDITIONS.....	15
7.4 TERM OF STANDING OFFER.....	15
7.5 AUTHORITIES	16
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	16
7.7 IDENTIFIED USERS	16
7.8 CALL-UP INSTRUMENT	17
7.9 LIMITATION OF CALL-UPS.....	17
7.10 FINANCIAL LIMITATION	17
7.11 PRIORITY OF DOCUMENTS	17
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	18
7.13 APPLICABLE LAWS.....	18
7.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	18
B. RESULTING CONTRACT CLAUSES	18
7.1 STATEMENT OF WORK.....	18
7.2 STANDARD CLAUSES AND CONDITIONS.....	18
7.3 TERM OF CONTRACT	19
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	19
7.5 PAYMENT	19

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

7.6	INVOICING INSTRUCTIONS	20
7.7	INSURANCE REQUIREMENTS.....	20
7.8	SACC MANUAL CLAUSES	20
7.9	DISPUTE RESOLUTION	20
ANNEX "A"		22
STATEMENT OF WORK.....		22
ANNEX "B"		25
BASIS OF PAYMENT		25
ANNEX "C"		29
INSURANCE REQUIREMENTS		29
ANNEX "D"		31
STANDING OFFER USAGE REPORT		31
ANNEX "E" TO PART 3 OF THE REQUEST FOR STANDING OFFERS		32
ELECTRONIC PAYMENT INSTRUMENTS.....		32

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:

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, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, material, tools, equipment and supervision necessary to provide the rental of school buses (without operators) on an "as required" basis for the Department of National Defence (DND), Garrison Wainwright, Denwood, Alberta.

The Standing Offer period will from date of issue for a three year period.

The requirement is subject to a preference for Canadian services.

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.

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

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

2.2 Submission of Offers

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:

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 Instruction [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.

2.3 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: 2019-01](#) 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.

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.

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.

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

-
- (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 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

Offers transmitted by facsimile or hardcopy will not be accepted.

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.

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

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 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 Technical Criteria

Offerors must have the ability to perform the full scope of work as described in Annex "A", Statement of Work. Offerors should demonstrate in writing their capability in a thorough, concise and clear manner for carrying out the work.

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 an Evaluated Price.

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

4.2 Basis of Selection

- 4.2.1** An offer must comply with the requirements of the Request for Standing Offer 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 services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

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.

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

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.

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 "D" Standing Offer Usage Report. 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 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 against the Standing Offer is from **2021-03-01** to **2024-02-29**.

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Nancy Baessler, Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Saskatoon, SK

Telephone: 306 241 2826
E-mail address: nancy.baessler@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: ***To be Determined***

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

7.5.3 Offeror's Representative

(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: 2019-01](#) of the Treasury Board Secretariat of Canada

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND), Garrison Wainwright, Denwood, Alberta.

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-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

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

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** 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.

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) the Offeror's offer dated _____

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.

7.13 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 (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.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from _____ (*fill in start date of the period*) to _____ inclusive (*fill in end date of the period*).

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: 2019-01 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 **\$TBD**. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.5.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

7.5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department
C2000C (2007-11-30), Taxes – Foreign-based Contractor

7.5.5 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.

7.7 Insurance Requirements

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

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

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

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.

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

-
- (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

Rental of School Buses Without Operators for the Department of National Defence (DND) Garrison Wainwright, Denwood,, Alberta T0B 1B0

1. Requirement

A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, material, tools, equipment and supervision necessary to provide the rental of school buses (without operators) on an "as required" basis for the Department of National Defence (DND), Garrison Wainwright, Denwood, Alberta.

The Standing Offer period will from date of issue for a three year period.

2. Services to be Performed

The Offeror will be responsible for the delivery to and pick-up of the school buses from DND Garrison Wainwright, Base Transport, Bldg 619 Denwood, Alberta, T0B 1B0

As travel may include inter-provincial usage, buses must be registered/licensed for operation throughout Canada.

All bus(es) offered must be no more than 7 years old or have more than 500,000 kilometers on date of call-up

Each bus must have the seating capacity of a least 74 passengers.

3. Response Time

The Offeror must be able to provide as many as three (3) buses at any one time with seventy-two (72) Hours' notice.

Notice of five (5) days will be given to the Offeror if more than three (3) buses are required at one time. A minimum of three (3) 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 three (3) hours' notice has been provided and the unit(s) has/have been dispatched; the onetime cancellation fee per unit(s) will apply.

In the event of an emergency (i.e. fires, floods, and National Operational requirements) notice may be shortened to less than 8 hours. DND will attempt to avoid this shortened timeline if at all possible.

In the event of vehicle breakdown, a substitute vehicle is to be provided at no additional cost to Canada within two (48) hours of notification by the representative of DND Garrison Wainwright and is to be delivered to the location identified by DND Garrison Wainwright.

4. Licensing

The Offeror is responsible for making sure all school buses are properly licensed and insured by the Public Vehicles Act and the regulations there under, and all other acts governing the Public Transport Act for school buses. Canada reserves the right to inspect and/or reject the Offeror's equipment if found to be neglected or in poor working condition (i.e. bald tires, in need of repair, leaky hydraulics, etc.) or does not meet applicable provincial/federal standards for such vehicles.

Canada also reserves the right to seek proof of applicable licensing from operators supplied and reject any operators who do not meet all applicable provincial licensing requirements.

5. Inspection

All school buses will be inspected by DND and personnel prior to using. School buses that fail the acceptance inspection will be rejected by the Call-up Authority and another school bus will need to be provided by the Offeror.

At the time of acceptance and inspection, a DND acceptance and inspection form for rental units shall be completed jointly by the Offeror and the DND Call-up Authority or delegated representative. The form shall indicate the condition of the school bus(es) upon commencement of the rental and shall be signed by both parties.

At the end of the rental period, the Offeror and the Call-up Authority will again conduct an inspection using the same form indicating any damage that occurred during the rental period, determining liability for the same and each party shall sign the completed form.

6. Mechanical Breakdown

In the event of a mechanical breakdown, the Offeror will be responsible for dispatching a licensed mechanic and mobile service unit to perform repairs as required.

If repairs can't be performed within eight (8) hours of notification by the Call-up Authority, the Offeror is to send a replacement school bus meeting the same requirements as stated, to the breakdown location immediately at no extra cost to Canada.

7. Routine Maintenance and Repairs

The Offeror is responsible for the maintenance and repairs associated with routine scheduled maintenance of all school busses offered and will be at no extra cost to Canada. The school buses must be equipped with proper safety devices (e.g. fire extinguishers, first aid kits, etc.).

The school buses offered must be clean and in good mechanical operating conditions and will be subject to inspection and acceptance by the Call-up Authority. Mechanical soundness must be maintained during trips. Daily inspections will be conducted by DND to ensure the mechanical soundness of the bus(es)

8. Delivery Conditions

- a) All vehicles must be delivered with a minimum of three quarters of a tank of gas;
- b) All vehicles must meet the provisions of the Canada Motor Vehicle Safety Act and the regulations there under, which were in effect on the date of manufacture of the vehicle;
- c) All vehicles must meet the minimum specifications outlined in this document; Annex "A" – Statement of Work

9. Normal Wear and Tear

The term "normal wear and tear" refer to the natural amount of deterioration, which can be expected over the term of the rental and include:

- Tire wear, paint chips and minor scratches that do not extend to the base metal;
- All paint scratches and paint wear and minor dents to the interior;
- Paint chips cause by stones thrown by the wheels of the vehicles;
- Frayed or scratched emergency brake cables;
- Interior wear and tear of vehicles not including holes, burns or tears of interior surfaces;

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

-
- Tire wear and damage, provided that the tires meet provincial safety standards.

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

10. Special Considerations

Damage incurred to the school bus between the time of delivery from the Offeror's site and time the school bus returned (end of rental period) to the Offeror's site, will be the responsibility of the Offeror.

Canada is responsible for loss and damage to the vehicle supplied under a call-up to this Standing Offer during the rental period if caused by the negligence or carelessness of employees of Canada and recorded to the extent, that the loss or damage is not the result of an Act of God or normal wear and tear.

Canada shall be given the opportunity, is it so desires, to obtain its own estimate through a third party on the identified repairs, in order to validate the Offeror's estimate.

If the vehicle has been damaged due to the negligence or carelessness of employees of Canada, lost time will be considered and negotiated between the Standing Offer Authority, the Offeror and the Department of National Defence.

ANNEX "B"

BASIS OF PAYMENT

- a) Prices must be submitted as outlined below.
- b) Prices must be submitted for all line items, for all three (3) years.
- c) Prices will remain firm for the periods as outlined below.
- d) GST is not to be included in the prices shown but will be added to any invoices as a separate line item.
- e) When calculating the final charge for rental of the buses, the lowest charge will be used based on the most cost effective rate. For example if the bus is rented for 6 days, but the weekly rental cost is less than 6 x the daily rate, the weekly rate will be used.
- f) DND will be liable for any repairs required due to damage, negligence or carelessness of employees of Canada will be invoiced to DND for repairs.

Usage Information

NOTE: Estimated usage provided is for the sole purpose of establishing an evaluation tool, based only on a best estimate, and in no way reflects the actual usage expected or any commitment on the part of Canada.

Due to variations in the tempo of Military training, the number of buses required may fluctuate drastically on a:

- Per/trip,
- Daily
- Weekly
- And/or monthly basis

The highest season for bus rentals is anticipated to be between the months of April through June.

It shall be expected by the vendor that some months may not require a

- Per/trip
- Daily
- Weekly
- And/or monthly rental

Other months the Department of National Defence may require any combination of stated Units of Issue and/or estimated usages.

Other variables which may factor in are those of a National Emerge

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

A. Year 1 – March 1, 2021 to February 28, 2022

ITEM	DESCRIPTION	Unit of Issue	Estimated Usage	Firm Unit Price	Extended Price
1.	School bus Rental without Operator in accordance with the Statement of Work in Annex A including 1000 km month/bus	Per month	10 months	\$ _____	\$ _____
2.	School Bus Rental without Operator in accordance with the Statement of Work in Annex A including 350 km week/bus	Per week	10 weeks	\$ _____	\$ _____
3.	School Bus Rental without Operator in accordance with the Statement of Work in Annex A including 100 km day/bus	Per day	10 days	\$ _____	\$ _____
4.	Delivery / Pick up charge per bus (one way). Must be upon request by the Call-Up authority, Department of National Defence, Garrison, Wainwright, Base Transport, Denwood, Alberta	Per trip	10 trips	\$ _____	\$ _____
Excess Km Charge		Unit of Issue	Estimated Usage	Firm Unit Price	Extended Price
5.	Per km rates about 1000 km - monthly rental	Per Km	2000 km	\$ _____	\$ _____
6.	Per km rates above 350 km – weekly rental	Per Km	350 km	\$ _____	\$ _____
7.	Per km rates above 100 km – daily rental	Per km	600 km	\$ _____	\$ _____
A. Total Extended Price (excluding GST)					\$ _____

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

B. Year 2 – March 1, 2022 to February 28, 2023

ITEM	DESCRIPTION	Unit of Issue	Estimated Usage	Firm Unit Price	Extended Price
1.	School bus Rental without Operator in accordance with the Statement of Work in Annex A including 1000 km month/bus	Per month	10 months	\$ _____	\$ _____
2.	School Bus Rental without Operator in accordance with the Statement of Work in Annex A including 350 km week/bus	Per week	10 weeks	\$ _____	\$ _____
3.	School Bus Rental without Operator in accordance with the Statement of Work in Annex A including 100 km day/bus	Per day	10 days	\$ _____	\$ _____
4.	Delivery / Pick up charge per bus (one way). Must be upon request by the Call-Up authority, Department of National Defence, Garrison, Wainwright, Base Transport, Denwood, Alberta	Per trip	10 trips	\$ _____	\$ _____
Excess Km Charge		Unit of Issue	Estimated Usage	Firm Unit Price	Extended Price
5.	Per km rates about 100 km - monthly rental	Per Km	2000 km	\$ _____	\$ _____
6.	Per km rates above 350 km – weekly rental	Per Km	350 km	\$ _____	\$ _____
7.	Per km rates above 100 km – daily rental	Per km	600 km	\$ _____	\$ _____
B. Total Extended Price (excluding GST)					\$ _____

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

C. Year 3 March 1, 2023 to February 29, 2024

ITEM	DESCRIPTION	Unit of Issue	Estimated Usage	Firm Unit Price	Extended Price
1.	School bus Rental without Operator in accordance with the Statement of Work in Annex A including 1000 km month/bus	Per month	10 months	\$ _____	\$ _____
2.	School Bus Rental without Operator in accordance with the Statement of Work in Annex A including 350 km week/bus	Per week	10 weeks	\$ _____	\$ _____
3.	School Bus Rental without Operator in accordance with the Statement of Work in Annex A including 100 km day/bus	Per day	10 days	\$ _____	\$ _____
4.	Delivery / Pick up charge per bus (one way). Must be upon request by the Call-Up authority, Department of National Defence, Garrison, Wainwright, Base Transport, Denwood, Alberta	Per trip	10 trips	\$ _____	\$ _____
Excess Km Charge		Unit of Issue	Estimated Usage	Firm Unit Price	Extended Price
5.	Per km rates about 100 km - monthly rental	Per Km	2000 km	\$ _____	\$ _____
6.	Per km rates above 350 km – weekly rental	Per Km	350 km	\$ _____	\$ _____
7.	Per km rates above 100 km – daily rental	Per km	600 km	\$ _____	\$ _____
C. Total Extended Price (excluding GST)					\$ _____

Total evaluated price for Part B: A + B + C = \$ _____

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2. 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
 - e. OPCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement

3. Short Term Lease

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

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

STANDING OFFER USAGE REPORT

Return to: Nancy Baessler
Public Works and Government Services Canada
Acquisition Branch
Email: WST-PA-CAL@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

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.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:
STANDING OFFER NO: W168A-20MK13
DEPARTMENT OR AGENCY:

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: _____ DATE: _____

Solicitation No. - N° de l'invitation
W168A-20MK13/A
Client Ref. No. - N° de réf. du client
W168A-20MK13

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

Buyer ID - Id de l'acheteur
STN205
CCC No./N° CCC - FMS No./N° VME

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);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)