



National Defence
National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale
Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

**DND STANDING OFFER AUTHORITY /
AUTHORITÉ DE L'OFFRES A
COMMANDES DU MND**

National Defence Headquarters

101 Colonel By Drive Ottawa ON

K1A 0K2

Attn:
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Material Acquisition and Support Officer

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**STANDING OFFER / OFFRES A
COMMANDES**

Canada accepts your bid to provide to Canada the goods, services or both described in the Standing Offer in accordance with the conditions and at the prices set out in the Contract.

Le Canada accepte votre soumission portant sur la fourniture au Canada des biens, des services ou des deux décrits dans l'offres a commandes conformément aux conditions et aux prix prévus au contrat.

**NAME AND ADDRESS OF CONTRACTOR
NOM ET ADRESSE DE L'ENTREPRENEUR**

Title / Titre:	Standing Offer No. / N° de l'offres a commandes
Standing Offer - Bus Charter OSH-E	W8484-210049
Date of Contract / Date du contrat:	
15 August 2021	
Client Reference No. (optional) / N° de référence du client (facultatif):	
W8484-210049	
Financial Code(s) / Code(s) financier(s):	
F: C190 FC: 9519AB CC: 9519SD IO: 3800629 GL: 5801 FR: 122TLD0001 Ln 1	
Destination:	
Cologne, Germany	
Invoices - Original must be completed and sent to / Factures - La facture originale doit être remplie et envoyée à :	
Department of National Defence National Defence Headquarters (NDHQ) 101 Colonel By Drive Ottawa, ON K1A 0K2 Canada Attention: Dylan McCool D Maj Proc 7-4-2-2	
Address enquiries to / Adresser toute demande de renseignements à:	
Dylan McCool D Maj Proc 7-4-2-2	
Telephone No. / N° de téléphone:	FAX No / No de fax:
613-868-2652	dylan.mccool@forces.gc.ca
Total cost (including all applicable duty, GST/HST, shipping and excise taxes) / Coût total (droits, TPS/TVH, frais de livraison et taxes d'accise compris):	
€	30,000.00
For the Minister - Pour le Ministre:	



Request for Standing Offers (RFSO)

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Solicitation No. - N° de l'invitation
W8484-210049
Client Ref. No. - N° de réf. du client
W8484-210049

Amd. No. - N° de la modif.
N/A
File No. - N° du dossier
W8484-210049

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 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, PWGSC-TPSGC 942, Call-up against a Standing Offer, and Mandatory Technical Criteria.

1.2 Summary

- 1.2.1 The Canadian Department of National Defence (DND) has a requirement to charter bus(s) to support the Canadian Armed Forces (CAF) located on the Air Force Base Wahn, in Cologne, Germany. This requirement will be on an "as and when required basis" from date of Standing Offer award for one year.
- 1.2.2 The period of the resulting Standing Offer will be for one (1) year from standing offer award, with two (2) additional one (1) year option periods.

1.3 Security Requirements

This requirement is Unclassified and there is no security associated with this requirement.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process.

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.

Section 02, **Procurement Business Number** is deleted in its entirety.

Section 05, Submission of Bids – Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

Send its bid only to Department of National Defence (DND) organization receiving the bids as specified on page 1 of the bid solicitation.

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

Section 05, Submission of Bids - Subsection 5.4, is amended as follows:

Delete: 60 days

Insert: 90 days

Section 07, Delayed Offers is deleted and replace by:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

Section 08, Transmission by Facsimile is deleted in its entirety.

Section 20, Further Information is deleted in its entirety.

2.2 Submission of Offers

Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section 17.

Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Offeror or Standing Offer Authority. Larger offers may be submitted through more than one e-mail. The Standing Offer Authority will confirm receipt of documents. It is the Offeror's responsibility to ensure that the Standing Offer Authority has received the entire submission. Offeror's should not assume that all documents have been received unless the Standing Offer Authority confirms receipt of each document. In order to minimize the potential for technical issues, Offeror's are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

If your offer is transmitted by electronic mail (e-mail), Canada will not be responsible for late offers received at destination after the closing date and time.

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, offeror's 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:

- An individual;
- An individual who has incorporated;
- A partnership made of former public servants; or
- 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:
name of former public servant;
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:

Name of former public servant;
Conditions of the lump sum payment incentive;
Date of termination of employment;
Amount of lump sum payment;
Rate of pay on which lump sum payment is based;
Period of lump sum payment including start date, end date and number of weeks;
Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

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

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

- 1) Use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

- 3.1.1. Pricing:** Bidders must submit their financial bid in accordance with the Basis of Payment provided in Annex B of this bid solicitation. The total amount of applicable taxes must be shown separately, if applicable.
- 3.1.2.** For evaluation purposes, to ensure consistency of the evaluations, all foreign currency proposals will be converted to Canadian dollars, using the Bank of Canada exchange rate on the bid closing date.
- 3.1.3.** The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.
- 3.1.4.** In the Financial offer, the Offeror shall include All-inclusive Rates for the provision of services, as described in the Statement of Work. When calculating the Rates, Offerors should consider all potential extra costs to facilitate training as set out in the Annex A, SOW).

3.1.5 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

A bid must comply with the requirement of the bid solicitation and meet all mandatory technical evaluation criteria at Annex D – Mandatory Technical Criteria to be declared responsive. Bids must include sufficient detailed information in order to be assessed in accordance with the Mandatory Technical Criteria at Annex D.

4.1.2 Financial Evaluation

Initial Standing Offer Period from (15 August 2021 – 14 August 2022) (including two (2) one (1) year option periods)			
	Bus Type	Unit of issue	Unit Cost (tax excluded)
1.1	Local Transport – Mini Bus with driver	Half Day	
1.2	Local Transport – Mini Bus with driver	Full Day	
2.1	Local Transport Charter Bus (with or without Luggage trailer) with driver	Half Day	
2.2	Local Transport Charter Bus (with or without Luggage trailer) with driver	Full Day	
3.1	Local and International Highway Cruiser with driver	Full Day	

1. The price of the offer will be evaluated as follows:
 - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. Foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

4.2 Basis of Selection

4.2.1

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

4.2.2

In the event two or more responsive bids have the same lowest evaluated price, the responsive bid with the most years of experience will be recommended for award of a contract.

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

5.2.1 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Insurance Requirements

G1005C (2016-01-28) Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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

There is no security requirement applicable to the Contract.

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.

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 F. 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 award to 14 August 2022.

7.4.2 Extension of Standing Offer

SACC Clause M9014C. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two 1-year periods, from 14 Aug 2022 to 13 Aug 2023 and from 14 Aug 2023 to 13 Aug 2024, respectively 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 20 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is: **To be identified at Contract Award**

Name:
Title:
Directorate:
Address:
Telephone:
E-mail address:

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 Technical Authority

The Technical Authority for the Standing Offer is: **To be identified at Contract Award**

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

The Technical 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 identified at Contract Award.

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, Directorate of Major Procurement Services, D Maj Proc 7 group, as well as OSH-E (Operational Support Hub Europe).

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 **\$ (to be inserted at Standing Offer award)** (Applicable Taxes included).

The Identified User may authorize individual Call-ups inclusive of any revisions up to a limit of **\$ (to be inserted at Standing Offer award)**, Applicable taxes extra. Any Call-up the total value of which would exceed that limit or any revision to a previously authorized Call-up that would increase the Call-up total value above the limit must be authorized by the Standing Offer Authority before issuance to the Contractor.

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of €30,000 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized. The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, **or _____ 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 wordings 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) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex D, Request for Standing Offers-Federal Contractors Program for Employment Equity-Certification
- g) Annex E, PWGSC-TPSGC 942, Call-Up against a Standing Offer
- h) Annex F, Periodic Usage Report
- i) The Offeror's offer dated _____ (to be inserted at date of Standing Offer award).

7.12 Certifications

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 Ontario.

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.B.1 Statement of Work

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

7.B.2 Standard Clauses and Conditions

7.B.2.1 General Conditions

7.B.3 Term of Contract

7.B.3.1 Period of the Standing Offer

The Work is to be performed during the period of the Standing Offer.

7.B.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.B.5 Payment

7.B.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in the Basis of Payment for a cost of \$ _____. Customs duties are excluded and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.B.5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price - apply to and form part of the Contract.

7.B.5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.B.5.4 Electronic Payment of Invoices – Call-up

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

Direct Deposit (Domestic and International);
Wire Transfer (International Only);

7.B.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 Call-up Authority identified on the Call-up for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.B.7 Insurance

G1005C (2016-01-28) Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.B.8 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".

7.B.9 Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract

ANNEX A STATEMENT OF WORK

Objective

The Canadian Department of National Defence (DND) has a requirement for charter bus(es) to support the Canadian Armed Forces (CAF) located on the Air Force Base Wahn, Cologne, Germany. This requirement will be on "as and when required basis" for a period of one (1) year from the date of contract award (August 15 2021) with two (2) additional one year option periods.

Background

The Canadian Armed Forces (CAF) operations in Cologne, known as Operational Support Hub Europe (OSH-E), form part of Canada's presence in Germany and the surrounding area. The Canadian Forces Joint Operational Support Group (CFJOSG) Operational Support Hub Europe (OSH-E) provides support to the Canadian Armed Forces and other Government operations. OSH-E operates out of Building 102 in Kaserne Wahn, Flughafen Straße 1, 51147 Cologne, Germany.

Scope of Work

The Contractor will provide charter buses on an "as and when required basis". OSH-E will provide the Contractor five (5) Business Days' notice when possible, however given the nature of military operations, the Contractor may be requested to provide buses on less than 48 hours' notice.

Chartered buses are to be provided with fully qualified contracted operators.

The nature and estimated frequency of use includes:

- Local Transport - Mini-bus: The requirement exists to charter mini-buses for approximately 9 to 16 persons from the Cologne/Bonn Airport and/or Frankfurt Airport to accommodations or multiple destinations anywhere between Frankfurt, Cologne and Düsseldorf four (4) to eight (8) times per year;
- Local Transport - Charter bus: The requirement exists to charter buses for approximately 30 - 120 persons from the Cologne/Bonn Airport and/or Frankfurt Airport to accommodations or multiple destinations anywhere between Frankfurt, Cologne and Düsseldorf four (4) to twelve (12) times per year;
- Local Transport – Luggage Trailer: The requirement exists to charter access luggage that does not fit in Charter Bus for approximately 30 – 40 persons (60-80 pieces of standard-sized luggage) from the Cologne/Bonn Airport and/or Frankfurt Airport to accommodations or multiple destinations anywhere between Frankfurt, Cologne and Düsseldorf four (4) to twelve (12) times per year; and
- Local / International Transport - Charter bus: The requirement exists to charter buses for approximately 60 to 300 persons from CAF personnel accommodations anywhere in continental Europe one (1) to four (4) times per year.

Tasks

Provision of Highway Cruisers and Mini-buses with driver:

- Cologne/Bonn Airport. Pick-up of CAF personnel from the Military or Commercial terminal of Cologne/Bonn Airport and delivery to destination location (200 km radius from the airport), and back;
- Frankfurt Airport. Pick-up of the CAF personnel from the terminal of Frankfurt Airport and delivery to destination location (200 km radius from the airport), and back;
- Pick-up of the CAF personnel from accommodations in Cologne or Frankfurt for the provision of local tours (200 km radius from accommodations) and return to accommodations;

-
- Services for Deployment. Pick-up and delivery from/to disembarkation/embarkation points within continental Europe.

Technical Requirements

Specifications detailed below are the minimum requirements. The Contractor may provide alternatives that exceed those requirements.

Highway Cruiser Bus Specifications:

- Minimum of forty (40) person carrying (seating) capability or greater;
- Be no more than two (2) years old and have no more than 100,000 kilometers on the odometer reading;
- Have curtains/shades mounted on the inside of the passengers' windows;
- Have functioning seat belts for the driver and all passenger positions within the bus;
- Have reclining, high-back passenger seats with supporting head rests;
- Have on-board fully functional washroom/toilet;
- Have air conditioning in good serviceable working order;
- Have interior heating system with a fan to circulate the heated air to all passengers within the bus;
- Have a main passenger entry/exit door for passengers, plus emergency exit(s) from the bus, in the event of collision/crash/roll-over; and
- Have the ability to tow a luggage trailer.

Under the German Coach Star System (Gütezeichen RAL Buskomfort), this is a Komfort-Class 3 Star Bus.

Mini-bus Specifications:

- Carrying (seating) capability up to sixteen (16) person;
- Be no more than two (2) years old and have no more than 100,000 kilometers on the odometer reading;
- Have functioning seat belts for the driver and all passenger positions within the bus;
- Have air conditioning in good serviceable working order;
- Have interior heating system with a fan to circulate the heated air to all passengers within the bus; and
- Have a main passenger entry/exit door for passengers, plus emergency exit(s) from the bus, in the event of collision/crash/roll-over.

Luggage Trailer Specifications:

- Luggage trailer capable of carrying 60-80 pieces of standard-sized luggage; and
- In good serviceable order and meeting all local safety standards.

Fire Extinguisher Requirements

The Contractor must ensure that all buses are equipped with Fire Extinguisher Equipment that meets or exceeds German and European fire safety regulations. The Extinguishers must be inspected and maintained to those standards. The Extinguishers must be properly secured in brackets specifically designed for the model of the extinguisher, and affixed to the bus in an accessible location.

Insurance Requirements

The Contractor is responsible to ensure that the bus is properly registered and has the necessary insurance requirements to allow it to operate in continental Europe. The contractor must provide the insurance documents when requested by the CAF.

Contractor Responsibilities

The Contractor is responsible for providing all the specific services described in this Statement of Work.

The Contractor is responsible for providing buses for charter on an "as and when required basis".

The Contractor must provide an English speaking point of contact(s) (POC(s)) with authority for all matters related to the bus charter. Contact telephone/cell phone number(s) for the Contractor's POC(s) are required to respond to CAF queries/last minute amendments on a twenty-four (24) hours, seven (7) days a week basis.

The Contractor is responsible to secure access passes to the different (Charter) locations for the buses and Contractor drivers / operators, as applicable.

The Contractor is responsible for the transportation of the buses and all Contracted drivers / operators (to and from delivery / return sites).

The Contractor is responsible for all meals and lodgings for the Contracted drivers / operators.

The Contractor is responsible to ensure that contracted drivers / operators are fully qualified/licensed to operate the contracted bus(es) and (must) provide services in full compliance with (all) applicable laws, regulations, access right limitations, permits and any other limitations and conditions prevailing at the destinations in Continental Europe. This includes, but not limited to, valid driver's license, vehicle registration, insurance requirements and access badges as well as being familiar with routes and destination locations.

The Contractor is responsible for all road charges/tolls and parking fees/tickets within Germany.

Delivery / Return Site

The Contractor must be able to operate and deliver the chartered buses to Luftwaffenstützpunkt Wahn (Air base) at Flughafen Straße 1, 51147 Cologne, Germany and Cologne/Bonn Airport. Access will be to both, the military (Flugbereitschaft BMVg) and commercial sides of Cologne/Bonn Airport.

The Contractor must be able to operate and deliver the chartered buses to Frankfurt Airport or Dusseldorf Airport. The Contractor must be able to deliver services to alternate locations in the Cologne, Frankfurt, and Düsseldorf region.

The Contractor must be able to provide international chartered buses to points of embarkation / disembarkation locations, within continental Europe.

Delivery of service

The Contractor must prepare all paperwork related to the service in advance of embarkation, in order to expedite the service process.

Buses must arrive with full fuel tanks and if required, the Contractor is to ensure that re-fueling can be conducted by the driver/operator at the contractor's expense.

Driver / operator requirements

The Contractor must provide fully qualified drivers / operators with valid licenses.

Driver / operator services must be rendered without interruptions (with the exceptions of legal work breaks), including during German public holidays, twenty four (24) hours per day, seven (7) days per week.

Drivers / operators must be able to communicate in English.

Drivers / Operators must have a police clearance certificate.

Mechanical / Technical Malfunction

Buses provided by the Contractor must be in sound mechanical condition. This includes interior features such as air conditioning, heating, reclining seats, seat belts and washroom / toilet facility, etc. The Contractor must repair or replace without delay any buses found with problems, defects or damage if so requested by CAF Point of Contact (POC). If the Contractor cannot replace the bus, no charter charges and no extra charges shall be incurred by the CAF for the required time to effect replacement or repair of the bus. It is the sole responsibility of the Contractor to deliver buses in sound mechanical condition.

In the event of a bus breakdown which requires a bus replacement or repairs requiring more than twelve (12) hours delay, the Contractor agrees to pay for the accommodation/meals of all passengers until the repairs are completed or the replacement bus arrives. The required standard for accommodation shall be a three (3) star or better hotel, a single room for each passenger in a safe environment, conveniently located to restaurants and comfortably equipped. If there are an insufficient number of single rooms available, double occupancy room with two beds may be accepted.

Embarkation / Disembarkation of Buses

Embarkation. Acceptance or rejection of the bus shall be made at the time of embarkation based on vehicle inspection checklist. Any bus that is not in a good state of repair or otherwise not in conformity with the requirements of the SOW will not be accepted by the CAF POC.

Disembarkation. The CAF POC and the Contractor must note any damage or problems with the buses that are deemed to be caused by CAF personnel.

CAF Responsibilities

The CAF will provide all necessary information to allow the Contractor to expedite the pick-up process.

The CAF shall endeavor to provide the Contractor with five (5) business days' notice for required services. The nature of the military operations may however preclude such a minimum notice period and the Contractor may be requested to provide buses on less than forty eight (48) hours' notice.

The CAF shall provide a minimum twenty four (24) hours' notice to the Contractor for any changes and / or cancellations. Cancellation made in accordance with this timeframe shall be free of charge.

Canada will reimburse the Contractor for actual costs for road charges and parking fees outside of Germany, within Continental Europe. The Contractor must present the appropriate bus receipts and invoices for such road charges and parking fees for reimbursement when travel occurs outside of Germany.

Loss / Damages to buses

For losses, damages and repairs that are the responsibility of the CAF, the CAF has the right to obtain its own estimates through a third party on the identified repairs in order to validate the Contractor's estimate. Once the value of the repairs has been established, the CAF will enter into a separate contract whereby the Contractor will invoice the CAF for the repairs in accordance with the new contract for the repairs.

ANNEX B BASIS OF PAYMENT

During the period of the Standing Offer, and if the options are exercised, during the extended period of the Standing Offer, for Work performed in accordance with the Standing Offer, the Offeror will be paid as specified below.

The Contractor will not be entitled to any other charges than those listed in this Annex B - Basis of Payment.

The Contractor will be paid all-inclusive fixed rates (taxes to be excluded according to NATO SOFA agreement) as follows:

Initial Standing Offer Period from (15 August 2021 – 14 August 2022) (including two (2) one (1) year option periods)			
	Bus Type	Unit of issue	Unit Cost (tax excluded)
1.1	Local Transport – Mini Bus with driver	Half Day	
1.2	Local Transport – Mini Bus with driver	Full Day	
2.1	Local Transport Charter Bus (with or without Luggage trailer) with driver	Half Day	
2.2	Local Transport Charter Bus (with or without Luggage trailer) with driver	Full Day	
3.1	Local and International Highway Cruiser with driver	Full Day	

Note:

1. If requested time-frame has been exceeded, the next tariff will be applied.
2. Contractor agrees to the 30 minute grace period, before the next tariff is applied.
3. Includes the provision of a luggage trailer free of charge, when requested.
4. Half day means for 5 hours or less.

Solicitation No. - N° de l'invitation
 W8484-210049
 Client Ref. No. - N° de réf. du client
 W8484-210049

Amd. No. - N° de la modif.
 N/A
 File No. - N° du dossier
 W8484-210049

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

ANNEX C PWGSC-TPSGC 942, Call-up against a Standing Offer

Clear Data - Effacer l'information

Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada		Call-up Against a Standing Offer Commande subséquente à une offre à commandes		
Ship to - Expédier à <div style="background-color: yellow; height: 40px; width: 100%;"></div>		Consignee Code Code destinataire Postal Code Code postal		
Supplier - Fournisseur Procurement Business No. (PBN) Numéro d'entreprise - approvisionnement (NEA)		<p>To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.</p> <p>Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes: Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.</p> <p>Security: The call-up includes security provisions. Sécurité: La demande comprend des exigences en matière de sécurité.</p> <p> <input type="checkbox"/> NO <input type="checkbox"/> YES If YES, attach a SRCL to the call-up <input type="checkbox"/> NON <input type="checkbox"/> OUI Si OUI, joindre une L'VERS à la demande </p>		
Invoices must be sent in accordance with - Les factures doivent être envoyées selon :				
<input type="checkbox"/> The detailed instructions in the standing offer Les instructions détaillées dans l'offre à commandes		<input type="checkbox"/> The address shown in the "Ship to" block L'adresse indiquée dans la case « Expédier à »		
<input type="checkbox"/> Special instructions below Les instructions particulières ci-dessous				
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.				
Standing Offer No. - N° de l'offre à commandes		Requisition No. - N° de demande Order, Off. - Bur. dem. YY - AA Serial No. - N° de série	Financial Code(s) - Code financier(s)	
		Client Reference No. (optional) N° de référence du client (facultatif)		
The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.				
Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées	
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$) Extended Price Prix calculé (\$)
Special Instructions - Instructions particulières				Total
For further information, call - Pour renseignements supplémentaires, contactez Name - Nom			Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)	
Telephone No. - N° de téléphone				
For internal purposes only - Pour usage interne seulement Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.			Approved for the Minister - Approuvé pour le Ministre	
Signature (Mandatory - Obligatoire)			Date (YYYY-MM-DD - AAAA-MM-JJ)	

PWGSC-TPSGC 942 (01/2014)

ANNEX D Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Name of Contractor: _____

Specifications detailed below are the minimum requirements. The Contractor may provide alternatives that exceed those requirements.

Highway Cruiser Bus Specifications

	Mandatory Technical Criteria	Met Y/N
1	Minimum of forty (40) person carrying (seating) capability or greater	
2	Be no more than two (2) years old and have no more than 100,000 kilometers on the odometer reading	
3	Have functioning seat belts for the driver and all passenger positions within the bus	
4	Have reclining, high-back passenger seats with supporting head rests	
5	Have on-board fully functional washroom/toilet	
6	Have air conditioning in good serviceable working order	
7	Have interior heating system with a fan to circulate the heated air to all passengers within the bus	
8	Have a main passenger entry/exit door for passengers, plus emergency exit(s) from the bus, in the event of collision/crash/roll-over; and	
9	Have the ability to tow a luggage	

	trailer	
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Mini-bus Specifications

	Mandatory Technical Criteria	MET Y/N
1	Carrying (seating) capability up to sixteen (16) person;	
2	Be no more than two (2) years old and have no more than 100,000 kilometers on the odometer reading	
3	Have functioning seat belts for the driver and all passenger positions within the bus	
4	Have air conditioning in good serviceable working order	
5	Have interior heating system with a fan to circulate the heated air to all passengers within the bus	
6	Have a main passenger entry/exit door for passengers, plus emergency exit(s) from the bus, in the event of collision/crash/roll-over	

Luggage Trailer Specification

	Mandatory Technical Criteria	MET Y/N
1	Luggage trailer capable of carrying 60-80 pieces of standard-sized luggage	
2	In good serviceable order and meeting all local safety standards	