



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

**Bid Receiving - PWGSC / Réception des
soumissions – TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III**

Gatineau

Core 0B2 / Noyau 0B2

K1A0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

| | |
|---|---|
| Title - Sujet Musical Ride Horses Hauling Transport de chevaux pour le carrousel | |
| Solicitation No. - N° de l'invitation M7594-221982/A | Date 2021-11-04 |
| Client Reference No. - N° de référence du client M7594-221982 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$LS-106-80546 | |
| File No. - N° de dossier Is106.M7594-221982 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-12-02 Heure Avancée de l'Est HAE | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Glover, Kingsley | Buyer Id - Id de l'acheteur Is106 |
| Telephone No. - N° de téléphone (343) 543-0634 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Charter and Transportation Services Division/Division de
services d'affrètement et transport

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Gatineau

Quebec

K1A0S5

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein – Voir ci-inclus | Delivery Offered - Livraison proposée |
| 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 |

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**Due to the restrictions of Covid- 19 Bids must be submitted by epost
Connect.**

For detail please refer to section 2.2, Submission of Bids.

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TASK AUTHORIZATION FORM PWGSC-TPSGC 572.....35

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, 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 Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Task Authorization Form 572.

1.2 Summary

1.2.1 Requirement

The Royal Canadian Mounted Police (RCMP) Musical Ride requires delivery of professional hauling services consisting of four (4) double axles air suspension tractor/power units including drivers with extensive livestock hauling experience, to haul RCMP Musical Ride horses and equipment in four (4) trailers owned or leased by the RCMP. The RCMP requires ground transportation to specified areas for engagements in Canada and the United States as required.

1.2.2 Security Requirements

There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.3. Canadian Free Trade Agreement (CFTA)

Canadian Free Trade Agreement (CFTA) will apply.

1.2.4 Comprehensive Land Claims Agreement(s)

The delivery of the services may including areas subject to Comprehensive Land Claim Agreements (CLCAs). In such cases, Comprehensive Land Claim Agreements (CLCAs) will apply.

1.2.5 Canadian Content

The requirement is limited to Canadian services.

1.2.6 epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.2.7 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. The debriefing may be in writing, by telephone or in person.

1.2.8 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted by epost Connect only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

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

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.2.1 Transmission by epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is: tpsgc.dgareceptiondessousmissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,

- viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder 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 - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows:

Section I: Technical Bid (1 copy)
Section II: Financial Bid (1 copy)
Section III: Certifications (1 copy)

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

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

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**ATTACHMENT 1 TO PART 3
TECHNICAL BID
See attached PDF Form – Attachment 1 to Part 3 – Technical Bid.pdf**

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**ATTACHMENT 2 TO PART 3
PRICING SCHEDULE**

See attached Excel™ Workbook - Attachment 2 to Part 3 - pricing schedule.xls

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**ATTACHMENT 3 to PART 3
CERTIFICATIONS**
See attached PDF Form - Attachment 3 to Part 3 - certifications.pdf

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 bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 3

4.1.2 Financial Evaluation

4.1.2.1 The volumetric data included in the pricing schedule detailed in Attachment 2 to Part 3 are provided for bid evaluated price determination only. They are not to be considered as a contract guarantee.

4.1.2.2 For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 2 to Part 3.

4.2 Basis of Selection

4.2.1 Basis of Selection - 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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

Bidders must complete their Certifications by using the PDF fillable form in Attachment 3 to Part 3 – Certifications.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1) Before award of a contract, the following conditions must be met:

(a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;

(b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;

(c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3) For additional information on security requirements, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

PART 7 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award.

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

1. The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "D" .
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Technical Authority, within seven (7) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Technical Authority may authorize individual task authorizations up to a limit of \$500,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.2.3 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ (insert at contract award)_____. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

7.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10% of the maximum contract value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 All contractors and sub-contractors employed on this contract must support the RCMP's security environment by complying with the following directives:

1. Contractor and sub-contractor personnel will be required to obtain and maintain a personnel security clearance/status commensurate with the sensitivity of the work being performed throughout the life cycle of the contract (in accordance with the provisions of the SRCL).
2. Subcontracts are NOT to be awarded without review and prior written permission from the RCMP Contract Authority, who is responsible for contacting and liaising with the RCMP Departmental Security Section.
3. The contractor will be responsible for advising the RCMP of any changes in personnel security requirements. For example: Cleared personnel leaving the company or no longer supporting the RCMP contract, new personnel requiring security screening and personnel requiring renewal of their personnel security screening.
4. Before entering an operational area of an RCMP building/facility, contractors must turn in all electronic devices, e.g. cell phones, cameras, PDAs to the reception/security desk until the person leaves. EXCEPTION: A contractor with a valid RCMP Enhanced Reliability Status.

5. Contractors are forbidden from taking photographs on RCMP property. If photographs must be taken, written permission must first be received from the detachment/unit commander and relayed to the property security authority (e.g. commissionaires) on site.
 6. A building access card is required for admittance to, or movement within an RCMP building/facility. The building access card must be worn and visible at all times.
 7. No sensitive (Protected / Classified) hard copy information or assets shall be removed from the RCMP building/facility.
 8. No sensitive (Protected / Classified) electronic information or assets shall be removed from RCMP networks or property.
 9. No sensitive (Protected / Classified) information shall be electronically transmitted to or processed at the contractor's site.
 10. Physical access to RCMP facilities/sites is restricted to those specific areas required to meet the contract's objectives
 11. Certain areas, based on the sensitivity of the information being processed/stored or the work being done, will require a technical and/or client escort.
 12. The contractor will promptly notify the RCMP of any unauthorized use or disclosure of the information exchanged under this contract and will furnish the RCMP with details of the unauthorized use or disclosure.
 13. If the nature or scope of the work changes, the contractor must promptly notify the RCMP Contract Authority, who will contact and liaise with Departmental Security Section, to review and determine appropriate security mitigations.
- 7.3.2** The Company Security Officer must ensure through the [Contract Security Program](#) that the Contractor and individuals hold a valid security clearance at the required level.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from April 1, 2022 to March 31, 2023 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 30 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 60 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

7.4.4 Termination on Thirty (30) Days' Notice

Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kingsley Glover
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Traffic Management

Telephone: (343) 543-0634
E-mail address: Kingsley.Glover@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.5.2 Project Authority

(The Project Authority will be identified at Contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

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M7594-221982/A
Client Ref. No. - N° de réf. du client
M7594-221982

Amd. No. - N° de la modif.
File No. - N° du dossier
Is106 M7594-221982

Buyer ID - Id de l'acheteur
Is106
CCC No./N° CCC - FMS No./N° VME

7.5.3 Contractor's Representative

(The Contractor's representative will be identified at Contract award)

Name: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Cell Phone: _____
Fax: _____
E-mail: _____

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 Payment

7.7.1 Basis of Payment

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (Insert at contract Award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

7.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

7.7.4 SACC Manual Clauses

C6000C (2017-08-17), Limitation of Price
A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0705C (2010-01-11), Discretionary Audit
C0305C (2014-06-26), Cost Submission
A9033T (2012-07-16), Financial Capability
A3060C (2008-05-12), Canadian Content Certification
A3025C (2020-05-04), Proactive Disclosure of Contracts with Former Public Servants

7.8 Invoicing Instructions

7.8.1 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.

7.8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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 Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28), Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____, (*insert at time of contract award*).

7.12 Insurance – Specific Requirements

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

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

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

7.13 Dispute Resolution

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

ANNEX "A"

STATEMENT OF WORK

RCMP MUSICAL RIDE HORSES - PROFESSIONAL HAULING SERVICES

1. BACKGROUND

The Royal Canadian Mounted Police (RCMP) Musical Ride came from a desire by early members of the North-West Mounted Police to display their riding ability and entertain both themselves and the local community. The Musical Ride, consisting of twenty riders, was on public display for the first time in 1901. Over the years, the popularity of the Ride has grown and it has become a familiar sight throughout most of the world.

The RCMP Musical Ride today tours throughout Canada, as well as international venues, performing at approximately forty to fifty locations a year between the months of May and November. Up to thirty-six riders, thirty-six horses, a farrier, an audio technician, three NCOs and the Officer in Charge travel with the Musical Ride.

The hauling services would be required for a period of approximately 125 days but not consecutively on a daily basis from May to November of each year of the contract. When the team is gone for several weeks at a time, there is usually a scheduled day off per week for the employees to rest.

The hauling services are used to travel from one venue to another and also can be used for transportation on "truck and show" days. The performance days held by the Musical Ride rarely require the hauling services so they can also be considered as a day off for the drivers, unless they are designated as a truck and show.

2. General

The World Health Organization declared the Corona Virus a pandemic in March 2020. The effects of the pandemic situation are expected to continue in 2022. Canadian and Provincial governments may without warning impose travel restrictions, lock downs or impose public gathering restrictions and Covid-19 related health measures impacting this contract. Consequently, the RCMP Musical Ride is in a challenging situation to secure partnerships with various potential hosts as well as produce tentative travel schedules for the Musical Ride tours.

3. Period required:

The hauling services may be required for a period of up to 125 days starting in May until November 2022. It needs to be noted that it would not be for 125 days consecutively since there are some performances that will take place in Ottawa, home base for the RCMP Musical Ride.

4. SCOPE

The Royal Canadian Mounted Police (RCMP) Musical Ride requires delivery of professional hauling services consisting of four (4) double axles air suspension tractor/power units including drivers with extensive livestock hauling experience, to haul RCMP Musical Ride horses and equipment in four (4) trailers owned or leased by the RCMP. The RCMP requires ground transportation to specified areas for engagements in Canada and the United States as required.

The RCMP will supply four (4) owned or rented trailers of which measures approximately 53' in length and 102" in width. Each trailer has an estimated gross trailer weight of 49,000 lbs. with a weight of 19,000 lbs. transferred to the fifth wheel at rest.

5. Tractor/Power Unit Requirement / Specifications

The contractor is to provide four (4) double axles air suspension tractor/power units. Each of the four (4) tractor/power units must:

- Must provide a recent safety inspection for each tractor/power unit that complies with the National Safety Standard and applicable legislation. The safety inspection must be valid for the duration of the Musical Ride Tour.
- NOT have any recap tires on the steering axle;
- comply with size and weight regulations for commercial vehicles in all provinces and territories of Canada and the states of the United States of America when in combination with the trailers;
- be equipped with air ride suspension, citizens' band radio, sleeper berth, and passenger side air ride seat.
- be equipped with an engine retarding device;
- Meet truck ability standard J688 at full G.C.W.R. to enable the truck tractor/trailer to traverse mountainous terrain and fair grounds under muddy conditions;
- be capable of a minimum cruising speed of 90-100 km/h (55-60 mph) at 90% governed engine R.P.M. with a minimum of 50% gradability and a minimum gradability of 30% at peak torque and in first gear using Society of Automobile Engineers (S.A.E.) standards
- be capable of hauling a custom-built 15-horse single drop frame tandem axle trailer.
- be capable of traversing mountainous terrain, such as in British Columbia or in the western United States.

The tractor/power units can be of any colour but preferably of the RCMP corporate colours which are white, blue, red or yellow. All tractors/power units would preferably be the same colour for uniformity.

One (1) of the four (4) tractor/power units could be equipped with a tractor "drome" box. (use for transportation of horse feed)

6. Driver Requirements

• Regular Drivers

The contractor is to provide three (3) qualified drivers as-and-when-required with extensive livestock hauling experience* to haul RCMP horses in trailers owned or leased by the RCMP and one (1) qualified driver as-and-when-required to haul RCMP equipment in a trailer owned or leased by the RCMP. One driver must be appointed as manager of the drivers and to liaise with RCMP management while on tour.

• Additional Drivers (as-and-when-required) for long hauls and replacements

The same qualifications are required for the additional drivers. Three (3) qualified drivers as-and-when-required with extensive livestock hauling experience* to haul RCMP horses in trailers owned or leased by the RCMP and one (1) qualified driver as-and-when-required to haul RCMP equipment in a trailer owned or leased by the RCMP.

*(1) Extensive livestock hauling experience" denotes at least two (2) years livestock hauling experience with a tractor trailer unit. Proof of experience (CV) will be required.

7. CONTRACTOR RESPONSIBILITIES

The Contractor will be responsible for the following:

- (a) providing properly licensed drivers throughout the duration of the Contract with experience in transportation of livestock. The drivers must carry a valid driver's license to operate vehicles outlined and a valid passport.
- (b) assign a new driver within 8 hours anywhere in Canada to replace one who has been deemed by the RCMP project authority to: A) drive in an unsafe or unacceptable manner for the safety of the animals or our employees; B) has exhibited unacceptable behaviors with the members of the general public or the employees of the RCMP; C) Drivers with a serious illness or infection preventing their ability to drive or requiring isolation such as Covid-19. The driver could resume his/her functions upon the completion of the mandatory self-isolation period.
- (c) providing 4 additional properly licensed drivers throughout the duration of the Contract at extra cost, as required by the Project Authority when essentially "nonstop" travel is required over extended periods. Additional drivers must also carry a valid driver's license to operate vehicles outlined and a valid passport.
- (d) providing a suitable replacement for power units and drivers at the request of the Project Authority within eight (8) hours anywhere in Canada and/or the United States.

In the event that a driver cannot continue to provide services with the RCMP for any given reason, any expenses related to accommodations or travel for this driver will be covered by the contractor.
- (e) providing copies of all invoices of actual costs related to extra travel costs related to required additional drivers to the Project Authority.
- (f) ensuring all necessary documents for all required drivers have been obtained for entry into the United States.
- (g) managing all equipment and personnel;
- (h) providing ad hoc written and/or verbal status reports to the Project Authority as and when requested;
- (i) to provide all maintenance and repair services required on all four (4) tractor/power units and to ensure that all four (4) tractor/power units are fully fueled, serviceable, and mechanically safe; have adequate heat and/or air conditioning and meet applicable local vehicle safety inspection requirements. All maintenance and repair is to be performed off-site. The driver's daily safety and maintenance checks may be performed when the units are stationed at its departure site.
- (j) monitoring the mechanical and safety conditions of each of the RCMP-supplied owned or rented trailers including aiding in minor maintenance with RCMP supplied parts;
- (k) informing the Project Authority of potential and existing shortcomings while on tour;
- (l) replacing tractor/power units within eight (8) hours in the event of a safety or security risk.

- (m) providing Services in English, French or bilingually.

8. MUTUAL RESPONSIBILITIES

- a) The Project Authority and the Contracting Authority will have the right to inspect the Contractor's equipment at any time during the contract period.
- b) The Project Authority will have the right to reject the Contractor's equipment:
- (i) when it is deemed by the Project Authority to be mechanically unfit pursuant to the regulations of the provinces or states in which the vehicles are being operated;
 - (ii) when the Contractor cannot legally perform the required hauling services in accordance with length and axle weight restrictions in each province of Canada or U.S. state;
 - (iii) when the appearance or conditions are such that it is considered to be detrimental to the public image which is being conveyed through the RCMP Musical Ride Tour.
- c) Casual professional dress or neutral colour uniform is acceptable for all the drivers.
- d) Drivers and/or equipment rejected by the Project Authority must be replaced by the Contractor in accordance with the equipment specifications and personnel qualifications outlined in the sections entitled "Tractor/Power Unit Requirement/ Specifications" and "Driver Requirements" respectively.
- e) The Contractor and the Contractor's drivers/managers agree to follow the direction established by the Project Authority. Such direction will not contravene any provincial or state laws or regulations and generally relate to the following areas considered fundamental to the successful completion of the Tour:
- (i) Times of travel;
 - (ii) Method of travel (single/convoy);
 - (iii) Speed of travel;
 - (iv) Fuel stops and rest stops, as required;
 - (v) Vehicle inspection;
 - (vi) Stops as required for horse care and upkeep including feeding (hay) and watering of the horses, while in transit. This does not include supplemental feed or medication. The Contractor will not be responsible for providing the hay;
 - (vii) Maintain cleanliness to the exterior of all trailers;
 - (viii) Maintain cleanliness to the interior of the horse trailers, including washing out when deemed necessary by the Driver Manager/Sergeant. This does not include mucking out.
- f) On long hauls there will be two (2) RCMP member riding with the drivers.
- g) On short hauls there will be four (4) RCMP members travelling with the drivers, one (1) per tractor unit.

9. RCMP RESPONSIBILITIES

- a) The Project Authority shall give written notice to the Contractor at its principal place of business, no later than April 1st 2022 containing a complete list of engagements and detailed movements required during that Tour Year. The Project Authority may, however, amend this notice, by giving 15 days written notice to the Contractor, at its principal place of business, of substitutions, deletions or additions to the list of engagements and detailed movements for the Tour Year.
- b) Written notice of Extra Tour Services involving engagement(s) not considered part of the Tour Year shall be given by the Project Authority to the Contractor at its principal place of business at least 15 days prior to the actual commencement of such services.
- c) In the event of a National or Operational Emergency or Pandemic, the Project Authority, at the direction of the RCMP, may cancel the Tour Year in whole or in part at any given time.
- d) The Contractor will be reimbursed its travel and accommodation for 1 room per driver expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead and with the provisions of the directive referring to "travelers" rather than those referring to "employees". The RCMP will reserve the required number of accommodations for the contractor at the same location as the Musical Ride members. All travel and accommodations must have the prior authorization of the Project Authority. All payments are subject to government audit.

Costs of Contractor personnel's meals will not be reimbursed.

Estimated costs per year for accommodations: \$75,000.00
- e) The RCMP will be responsible for fuel, highway, bridge and ferry toll costs upon submission of receipts.

10. ITINERARY

The 2022 Itinerary is not yet finalized. An estimated level of effort has been included in Contract Annex B - Basis of Payment. This however, is only a tentative estimation and is subject to change at any time. Hauls to other locations in Canada or the United States may or may not be added to this level of effort. The Contractor will not be compensated for downtime periods.

11. DEFINITIONS

- (a) "Project Authority" denotes the Officer in Charge of the Musical Ride for the RCMP or his/her delegate (refer to contract article 6.6.2).
- (b) Tour Year denote a period of **up to** 125 days restricted to 125 days in length but not consecutively and a maximum combined trailer distance of 150,000 kilometers (approximately 37,500 km per trailer) in any calendar year commencing on the date on which the Project Authority requires ground transportation of the horses, attendants and equipment of the RCMP Musical Ride departing **from Ottawa** (May 2022) and concluding on the date in any calendar year on which the Musical Ride is returned to Ottawa following its fiscal engagement (November 2022).

- (b) "Extra Tour Services" denotes the hauling of trailers containing horses, attendants and equipment of the RCMP Musical Ride, owned or supplied by the RCMP, for engagements not designated as part of the Tour Year.
- (c) "Long Haul" denotes when the Contractor is required to have up to two (2) drivers per tractor unit.
- (d) "Short Haul" denotes when the Contractor is required to have one (1) driver per tractor unit.
- (e) "Extensive livestock hauling experience" denotes at least two (2) years livestock hauling experience with a tractor trailer unit.
- (f) "Truck and show day" is a performance day that is held approximately 100 to 150 kilometers away from the RCMP stabling facilities and can include any stabling facilities in North America.

ANNEX "B"

BASIS OF PAYMENT

A – Initial Period (from April 1, 2022 to March 31, 2023)

During the initial period, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

A1. Firm All-Inclusive Per Diem Rate

The firm all-inclusive per diem rates are in Canadian dollars. Customs duties are included and Applicable Taxes are extra. The firm all-inclusive per diem rates exclude travel and accommodation as well as fuel.

| Service Item | Estimated Level of Effort (in days) | Firm All Inclusive Per Diem Rate |
|---|-------------------------------------|-----------------------------------|
| Pre-Tour Inspection of the RCMP-Supplied Owned or Rented Trailers | 1 | "To be inserted at time of award" |
| Regular Driver + Tractor/Power unit | 125 | "To be inserted at time of award" |
| Additional Driver Only (truck on the move) | 6 | "To be inserted at time of award" |

A2. Travel and Accommodation

The Contractor will be reimbursed its authorized travel and accommodation (maximum four rooms) expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

All travel and accommodations must have the prior authorization of the Project Authority. All payments are subject to government audit.

Cost of Contractor personnel's meals will not be reimbursed.

Estimated Cost per year: \$ _____ (to be inserted at contract award).

A3. Fuel

The Contractor will be reimbursed its authorized fuel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

All fuel expenses must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost per year: \$ _____ (to be inserted at contract award).

A4. Pre-Tour Inspection of the RCMP-Supplied Owned or Rented Trailers

The Contractor will be authorized to complete a full pre-tour inspection of the RCMP-supplied owned or rented trailers one day prior to the commencement of the annual RCMP Musical Ride tour to ensure they are mechanically sound and safe.

A5. Positioning Days.

Travel to and from the contractor's facility to the designated location at the start and finish of the tour where Canada will pay for fuel and one day's accommodation.

B – The First Option Period (From April 1, 2023 to March 31, 2024)

During the first option period, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

B1. Firm All-Inclusive Per Diem Rate

The firm all-inclusive per diem rates are in Canadian dollars. Customs duties are included and Applicable Taxes are extra. The firm all-inclusive per diem rates exclude travel and accommodation as well as fuel.

| Service Item | Estimated Level of Effort (in days) | Firm All Inclusive Per Diem Rate |
|---|-------------------------------------|---|
| Pre-Tour Inspection of the RCMP-Supplied Owned or Rented Trailers | 1 | "To be inserted at time of issuance of amendment" |
| Regular Driver + Tractor/Power unit | 125 | "To be inserted at time of issuance of amendment" |
| Additional Driver Only (truck on the move) | 8 | "To be inserted at time of issuance of amendment" |

B2. Travel and Accommodation

The Contractor will be reimbursed its authorized travel and accommodation (maximum four rooms) expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

All travel and accommodations must have the prior authorization of the Project Authority. All payments are subject to government audit.

Cost of Contractor personnel's meals will not be reimbursed.

Estimated Cost per year: \$ _____ (to be inserted when the first option period is exercised).

B3. Fuel

The Contractor will be reimbursed its authorized fuel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

All fuel expenses must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost per year: \$ _____ (to be inserted when the first option period is exercised).

B4. Pre-Tour Inspection of the RCMP-Supplied Owned or Rented Trailers

The Contractor will be authorized to complete a full pre-tour inspection of the RCMP-supplied owned or rented trailers one day prior to the commencement of the annual RCMP Musical Ride tour to ensure they are mechanically sound and safe.

B5. Positioning Days.

Travel to and from the contractor's facility to the designated location at the start and finish of the tour where Canada will pay for fuel and one day's accommodation.

C – The Second Option Period (From April 1, 2024 to March 31, 2025)

During the second option period, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

C1. Firm All-Inclusive Per Diem Rate

The firm all-inclusive per diem rates are in Canadian dollars. Customs duties are included and Applicable Taxes are extra. The firm all-inclusive per diem rates exclude travel and accommodation as well as fuel.

| Service Item | Estimated Level of Effort (in days) | Firm All Inclusive Per Diem Rate |
|---|-------------------------------------|---|
| Pre-Tour Inspection of the RCMP-Supplied Owned or Rented Trailers | 1 | "To be inserted at time of issuance of amendment" |
| Regular Driver + Tractor/Power unit | 125 | "To be inserted at time of issuance of amendment" |
| Additional Driver Only (truck on the move) | 6 | "To be inserted at time of issuance of amendment" |

C2. Travel and Accommodation

The Contractor will be reimbursed its authorized travel and accommodation (maximum four rooms) expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

All travel and accommodations must have the prior authorization of the Project Authority. All payments are subject to government audit.

Cost of Contractor personnel's meals will not be reimbursed.

Estimated Cost per year: \$ _____ (to be inserted when the second option period is exercised).

C3. Fuel

The Contractor will be reimbursed its authorized fuel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

All fuel expenses must have the prior authorization of the Project Authority. All payments are subject to government audit.

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File No. - N° du dossier
Is106 M7594-221982

Buyer ID - Id de l'acheteur
Is106
CCC No./N° CCC - FMS No./N° VME

Estimated Cost per year: \$ _____ (to be inserted when the second option period is exercised).

C4. Pre-Tour Inspection of the RCMP-Supplied Owned or Rented Trailers

The Contractor will be authorized to complete a full pre-tour inspection of the RCMP-supplied owned or rented trailers one day prior to the commencement of the annual RCMP Musical Ride tour to ensure they are mechanically sound and safe.

C5. Positioning Days.

Travel to and from the contractor's facility to the designated location at the start and finish of the tour where Canada will pay for fuel and one day's accommodation.

D – The Third Option Period (From April 1, 2025 to March 31, 2026)

During the third option period, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

D1. Firm All-Inclusive Per Diem Rate

The firm all-inclusive per diem rates are in Canadian dollars. Customs duties are included and Applicable Taxes are extra. The firm all-inclusive per diem rates exclude travel and accommodation as well as fuel.

| Service Item | Estimated Level of Effort (in days) | Firm All Inclusive Per Diem Rate |
|---|-------------------------------------|---|
| Pre-Tour Inspection of the RCMP-Supplied Owned or Rented Trailers | 1 | "To be inserted at time of issuance of amendment" |
| Regular Driver + Tractor/Power unit | 125 | "To be inserted at time of issuance of amendment" |
| Additional Driver Only (truck on the move) | 8 | "To be inserted at time of issuance of amendment" |

D2. Travel and Accommodation

The Contractor will be reimbursed its authorized travel and accommodation (maximum four rooms) expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

All travel and accommodations must have the prior authorization of the Project Authority. All payments are subject to government audit.

Cost of Contractor personnel's meals will not be reimbursed.

Estimated Cost per year: \$ _____ (to be inserted when the third option period is exercised).

D3. Fuel

The Contractor will be reimbursed its authorized fuel expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead.

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All fuel expenses must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost per year: \$_____ (to be inserted when the third option period is exercised).

D4. Pre-Tour Inspection of the RCMP-Supplied Owned or Rented Trailers

The Contractor will be authorized to complete a full pre-tour inspection of the RCMP-supplied owned or rented trailers one day prior to the commencement of the annual RCMP Musical Ride tour to ensure they are mechanically sound and safe.

D5. Positioning Days.

Travel to and from the contractor's facility to the designated location at the start and finish of the tour where Canada will pay for fuel and one day's accommodation.

ANNEX "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1.1 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.

1.2 The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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(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 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

2.1 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.

2.2 The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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ANNEX "D"

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

See attached PDF fillable Form – Annex E TPSGC-PWGSC 572 FORM.pdf

Suppliers can also go to:

<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/3/35/1/25>