

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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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 School Bus Rental		
Solicitation No. - N° de l'invitation W0113-13T001/A	Date 2013-04-09	
Client Reference No. - N° de référence du client W0113-13T001		
GETS Reference No. - N° de référence de SEAG PW-\$TOR-212-6238		
File No. - N° de dossier TOR-2-35332 (212)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-06		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Shaw, Marian		Buyer Id - Id de l'acheteur tor014
Telephone No. - N° de téléphone (905) 615-2065 ()		FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Borden Base Transport Rentals Section 45 Maintenance Road - Bldg O-95 Borden Ontario L0M1C0 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Delivery Required - Livraison exigée See Herein	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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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>) 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 (2012-11-19) 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: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copies)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 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. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information**Former Public Servant Certification**

Contracts with 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 with FPS, offerors must provide the information required below.

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Bidder must submit the year, make and model for each vehicle proposed with their bid. All vehicles must not exceed two (2) years of age.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

The Bidder must complete and submit Annex B, Basis of Payment in the format provided, with their bid at time of bid closing. Pricing must be provided in Canadian funds for all line items for the Firm and Optional Requirements.

1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

1.2.3 Bids will be evaluated based on the prices detailed in Annex B - Basis of Payment. The prices detailed in Annex B - Basis of Payment will be input into Annex C - Calculation of Price for Evaluation Purposes.

The price used in the evaluation will be the Total Aggregate Price for the entire contract period including all option periods.

2. Basis of Selection - Mandatory Technical Criteria

2.1 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

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award**1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003 for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

2.2 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

- () the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

2.2.1 Canadian Content Certification

SACC Manual Clause A3050T (2010-01-11) Canadian Content Definition.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

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

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2013-03-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 August 2015.

4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A and Annex B of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marian Shaw
Supply Specialist
Public Works and Government Services Canada
Ontario Region - Acquisitions
33 City Centre Dr., Mississauga, ON L5B 2N5
Telephone : 905-615-2065
Facsimile: 905-615-2060
E-mail address: marian.shaw@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.

5.2 Project Authority

(To be provided at time of award)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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.

5.3 Contractor's Representative

Name: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B - Basis of Payment for a cost of \$_____ (insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

7.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

7.3 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.

8. Invoicing Instructions

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

9. Certifications

- 9.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

10. Applicable Laws

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

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 2010C (2013-03-21), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

12. SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in the Contract. 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.

13.1 Vehicles - Long Term Lease

SACC Manual Clause G6001C (2008-05-12)

ANNEX "A" REQUIREMENT

1. Requirement

- 1.1 The Department of National Defence (DND), Base Transport Rental Section requires the rental of twelve (12), 44 Pax School Buses and one (1) Dispatcher Radio, as specified below, for Blackdown Summer Camp located at Blackdown park, Canadian Forces Base (CFB) Borden in Borden, Ontario. Drivers for the school buses are not required.
- 1.2 The Contractor is to provide the supply, delivery and pickup of rental School Buses and Dispatcher Radio. The buses are for various rental periods as specified in article 2.3 Table 1 below.
- 1.3 Communications Requirements:
- (a) The Dispatcher Radio must be a desk top style radio.
 - (b) The Contractor must supply their own tower for communications / radio system with the base tower located at CFB Borden with a 50km radius.
 - (c) The buses must be equipped with two-way radios
 - (d) The Contractor must ensure the availability of service (range) of the Dispatcher Radio.

2. Details of the Requirement

- 2.1 The rental of vehicles is to augment DND's fleet deficiencies during peak periods and replace DND vehicles undergoing inspections and repair.
- 2.2 Each vehicle supplied must meet the provisions of the Motor Vehicle Safety Act of Canada and the regulations thereunder that are in force on the date of its manufacture.
- 2.3 The Contractor must be able to provide within 48 hours notice, the type and number of vehicles as specified in Table 1 during the specified period (Vehicle quantities and dates may change during the period of the Contract).

Table 1

Firm Requirement:

Item	Description	Qty	Period	Delivery Date of Buses to Blackdown Park
1	44 Pax School Bus	1	21 June 2013 until 23 August 2013	20 June 2013
2	44 Pax School Bus	10	02 July 2013 until 23 August 2013	28 June 2013
3	Dispatcher Radio	1	21 June 2013 until 23 August 2013	20 June 2013
4	44 Pax School Bus (Spare)	1	21 June 2013 until 23 August 2013	20 June 2013

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- 2.4 All vehicles must not exceed two (2) years of age.
- 2.5 The area of operations for all vehicles rented is within any province and territory of Canada and any state within the United States of America.
- 2.6 The Contractor will be responsible for supplying the vehicle, delivery, pickup and return of the vehicles, including warranty and scheduled maintenance services.
- 2.7 DND will be responsible for the supply of gasoline and/or diesel.
- 2.8 Buses and equipment scheduled for use for the period from June 21, 2013 to August 23, 2013 must be delivered by June 20, 2013
- 2.9 Buses and equipment scheduled for use for the period from July 2, 2013 to August 23, 2013 must be delivered by June 28, 2013.
- 2.10 One (1) 44 Pax School Bus must be delivered and left at Blackdown Park as a spare in case of breakdown of other buses for the period from June 21, 2013 to August 23, 2013 (no charge for this vehicle unless used). The spare bus must be delivered by June 20, 2013.
- 2.11 The buses must be delivered to Blackdown Park at CFB Borden. The exact delivery address and location will be provided by DND at a later date.
- 3. Licensing**
- 3.1 The supplier will have all vehicles delivered to be properly licensed by the Public Vehicles Act and the Regulations thereunder and all Acts governing the public transportation of rental / leased vehicles. Drivers will be military and / or civilian personnel licensed with a DND 404 (National Defence Driver License) in accordance with Interim A-LM-158-005/AG-001, Chap 5, Section 5.1, para 5.1.07 (b) and Transportation Directive TD 513.
- 4. Insurance**
- 4.1 The Canadian Forces is an integral part of the Federal Crown and, pursuant to the Crown Liability Act, RSC 1958, c.C-50, is liable in tort for the damages for which a private person of full age and capacity would be liable. The Canadian Forces is also liable in respect of torts committed by any of its officers, non-commissioned members or agents in connection with their duties. Although the Crown does not carry an insurance policy, the Crown is self-insured and, as such, has no monetary limit in respect of liability.
- 4.2 Furthermore, as defined by section 2 of the Financial Administration Act, RSC 1995, c. F-11, including the Office of the Secretary to the Governor General, (Collectively the Federal Crown) is exempt from the requirement to be insured under the Compulsory Automobile Insurance Act. The Federal Crown hereby undertakes that any property damage occurring in Ontario on or after 01 June 1998 and arising from the ownership, operation or use of an automobile owned or leased to the federal Crown will be settled in accordance with section 263 of the Insurance Act. As though the federal Crown were an insurer licensed in Ontario that insures the automobile under a contract evidenced by a motor vehicle liability policy.
- 4.3 If liability were to be found against the Canadian Forces, the judgment would be satisfied out of the consolidated federal fund. The Treasury Board of Canada policy on claims and Ex-Gratia payment also provides further verification of the self-insurance policy with regard to motor vehicle

accidents / liability at the following website:

http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/TBM_142/claixgratpaym_e.asp

5. Inspection of Acceptance / Return

- 5.1 All rented / leased vehicles are expected to be in very good mechanical condition, must be clean (inside and out) and free of body damage prior to acceptance; minor dents and scratches resulting from normal road use excluded. However, the acceptability of vehicle delivered with minor dents and scratches will be at the discretion of the MLS Transport representative.
- 5.2 At time of vehicle pickup / delivery / return, the supplier and MLS Transport representative will inspect the vehicle for damage simultaneously. Vehicle inspection sheets (one provided by the supplier and one provided by the MLS Transport representative) will be filled out and signed by both parties. Damage incurred to the vehicle between these two (2) inspections will be the responsibility of the Crown.
- 5.3 If the returned vehicle is not full of gasoline / diesel, the supplier is authorized to include on the invoice the cost of gasoline / diesel incurred, but will attach the original copy of receipt for such purchase with the rental invoice. Failure to provide the gas station receipt will result in a no payment for the gasoline / diesel. If supplier has its own POL pump, quantity will be indicated on the invoice and price of gasoline / diesel will be of comparable rate within geographical area of CFB Borden and Barrie, Ontario.

6. Maintenance and Breakdown

- 6.1 The supplier is responsible for any cost associated to scheduled and warranty servicing. Scheduled and Warranty servicing will mean the supply of parts normally provided by the manufacturers warranty, together with labour necessary to install such parts, including items required for scheduled maintenance, such as greasing, oil changes, brake inspections, tire inspections and rotation. The warranty will, in no case; cover a period less than 12 months. In the event of a long term rental, the supplier will notify the Transport Rental NCO, in writing at the time of confirmation of call-ups; of future schedules of maintenance requirement.
- 6.2 The supplier will be responsible for full maintenance, service and replacement of rental unit in the event of a breakdown. The supplier will provide written instructions and a telephone number, which can be contacted during weekends and silent hours, should and emergency recovery / repair is required, with every vehicles. The supplier will be responsible for any additional cost incurred due to a breakdown, including but not limited to, to towing/recovery services.
- 6.3 The supplier will be required to replace any vehicle that is taken out of service due to a breakdown within a three (3) hour period, with a vehicle of comparable type and size. If the breakdown is too far for the supplier to provide such replacement, the recovery service response will be initiated by the supplier and, must be within one (1) hour of time called, and repair response must be within three (3) hours from time called. If non-repairable, the replacement vehicle must be provided within a maximum of four (4) hours from time called. Any additional downtime and cost incurred by the Crown will be deducted from the invoice.

7. Claims for Loss, Damage and Repairs

- 7.1 Although unlikely, damage may occur to a vehicle while it is in possession of the Crown. When a vehicle is returned in damaged condition to the contractor, or as a result of normal wear and tear

or an Act of God, the Crown will only be required to pay rental charges incurred or accrued up to the time the Crown returns the vehicle to the contractor.

- 7.2 Loss or damage due to theft during the rental period, but not due to negligence of the contractor will be underwritten by the Crown. The Crown will not be liable to pay any rental charges that are accumulated after the vehicle is returned to the contractor by the Crown. The only costs that the Crown will be liable to pay are the costs of repairs for damage to the vehicle which were incurred during the rental period.
- 7.3 Tire repair and replacement due to flats and blowouts and replacement or repair of any damaged glass or plastic windows and any glass or plastic lenses due to normal wear and tear and road hazard will be undertaken by the supplier and at no cost to the Crown. The supplier is responsible for any glass damage regardless of cause, except for wilful damage and minor paint/body damage that is not the result of a reportable accident as defined by Part XIV/Section 199 of the Ontario Highway Traffic Act for 1998 or the corresponding section in the most current version.
- 7.4 As a further clarification, the Crown's sole responsibility will lie in being held responsible for damages as a result of an accident. The Crown considers nails or any other sharp objects that may be run over in roads or driveways, and flying stones from other vehicles that may damage glass or lenses to be strictly road hazard and part of the normal wear and tear of operating a vehicle.
- 7.5 Where a vehicle is identified to be in damaged condition during the inspection of return process, the supplier will provide the Crown two (2) working days to inspect and estimate the cost of repairs for any damage to any vehicle that occurred while it was in the possession of the Crown, without any additional rental charges.
- 7.6 When the damaged vehicle is released by the MLS Transport MSE Safety NCO, the supplier will provide the Crown within three (3) working days from the day the vehicle has been released, a written estimate as to the cost of repair of the damage or replacement of the loss, to the MLS Transport MSE Safety NCO. The Crown will be given the opportunity, if it so desires, to obtain its own estimates through a third party, in order to validate the supplier's estimate within two (2) working days from the day of receipt of the supplier's estimate.
- 7.7 Once the value of the repairs or cost of replacement has been established and agreed to, the supplier will submit a separate invoice for the agreed amount within sixty (60) days from the day the damaged vehicle was released to the supplier, directly to the MLS Transport MSE Safety NCO by registered mail or courier services. Failure to submit the invoice of repairs within sixty (60) working days will result in a no payment by the Crown and the claim will be considered as settled without any further action.
- 7.8 Should a dispute arise between the supplier's and the Crown's estimates for the cost of repairs or replacement to any damage that occurred to the vehicle while it was in the possession of the Crown, the Crown will only pay the estimated costs of the repairs/ replacement of the vehicle provided by a registered Member of the Association of Independent Damage Appraisers or the equivalent in the Province or State in which the vehicle is located. All repairs/replacement costs will be calculated in accordance with the Mitchell's Collision Estimate Guide, current at the time of repairs.

8. MLS Transport Compound Access

- 8.1 Blackdown Park at CFB Borden, which is accessible to the supplier for delivery convenience, is where the supplier will be authorized to leave any rental vehicles within the boundaries/confines of

the compound. The rental vehicle keys are to be provided to the Blackdown Park Dispatcher during all rental periods. The supplier can make a single request in writing to the MLS Transport Officer to alter pick up and deliveries of buses. They are to do so at the beginning of this Contract, and for the duration of the Contract until the next rental call-up is required. However, the supplier acknowledges that the Crown will not be held liable for any damages resulting from a collision with another vehicle operated by the Crown. In addition, the supplier acknowledges that this will also apply to a road hazard, theft, snow removal or during any operational activities where a qualified employee of the Department of National Defence is required to move a vehicle within the boundaries/confines of the Blackdown Park compound. The supplier will be responsible to ensure that the vehicle is fully insured and licensed. In the event that the vehicle that was left within the boundaries of the compound by the supplier has caused damages to any property owned by the Crown or its vehicles/equipment, the supplier will be fully held responsible for any damages and the cost of repairs.

9. Highway 407 ETR Toll, Video Toll and Associated Administrative Charges

- 9.1 Highway 407 ETR Toll, video toll and associated charges, in accordance with section 261(1)(2) Part V of the National Defence Act, no duties or tolls, otherwise payable by law in respect of the use of any highway, parking meter, road, or bridge, will be paid by or demanded from any unit or other element of the Canadian Forces or any Officer or Non-commissioned member when on duty or any person under escort or in respect of the movement of any materiel, except that the Minister may authorize payment of duties and tolls in respect of that use. Nothing in this section affects the liability for payment of duties or tolls lawfully demandable in respect of any vehicles other than those belonging to or in the service of Her Majesty. This exemption also applies to Highway 407 ETR and to any vehicles rented/leased by the Crown under the provision of this Contract. If the supplier receives a demand of payment for duties or tolls for a rental vehicle, the supplier will indicate in writing on the original invoice the Call-up Number and forward the invoice to the MLS Transport Rental NCO for action. Administrative charges for processing duties or toll charges from the supplier are not authorized. The same procedures and conditions apply for parking meter fee and parking tickets.

OPTIONAL REQUIREMENT

Optional Requirement for Blackdown Summer Camp 2014:

Item	Description	Qty	Period	Delivery Date of Buses to Blackdown Park
1	44 Pax School Bus	1	20 June 2014 until 22 August 2014	19 June 2014
2	44 Pax School Bus	10	02 July 2014 until 22 August 2014	30 June 2014
3	Dispatcher Radio	1	20 June 2014 until 22 August 2014	19 June 2014
4	44 Pax School Bus (Spare)	1	20 June 2014 until 22 August 2014	19 June 2014

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Optional Requirement for Blackdown Summer Camp 2015:

Item	Description	Qty	Period	Delivery Date of Buses to Blackdown Park
1	44 Pax School Bus	1	19 June 2015 until 21 August 2015	18 June 2015
2	44 Pax School Bus	10	30 June 2015 until 21 August 2015	29 June 2015
3	Dispatcher Radio	1	19 June 2015 until 21 August 2015	18 June 2015
4	44 Pax School Bus (Spare) .	1	19 June 2015 until 21 August 2015	18 June 2015

ANNEX "B"**BASIS OF PAYMENT**

The firm daily rates are an all inclusive price, in accordance with Annex "A" - Statement of Work, in Canadian funds including Canadian customs duties, excise taxes, F.O.B. Destination and including but not limited to the following:

The firm daily rate per vehicle below, includes delivery and pick-up charges and unlimited kilometer allowance per vehicle.

The firm daily rate includes all excess fees normally charged. For example: Canadian Fuel Conservation Tax (CFCT), Tax for Fuel Conservation (TFFC), Vehicle License/Air Tax Recovery Fee (VLATR), Vehicle License Fee (VLF), etc

The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is not included.

1.0 Firm Requirement:

Item	Description	Qty.	Firm Daily Rate	Extended Rate
1	44 Pax School Bus (based on 64 calendar days)	1	\$ _____	\$ _____
2	44 Pax School Bus (based on 53 calendar days)	10	\$ _____	\$ _____
3	Dispatcher Radio (based on 64 calendar days)	1	\$ _____	\$ _____

2.0 Optional Requirement for Blackdown Summer Camp 2014:

Item	Description	Qty.	Firm Daily Rate	Extended Rate
1	44 Pax School Bus (based on 64 calendar days)	1	\$ _____	\$ _____
2	44 Pax School Bus (based on 53 calendar days)	10	\$ _____	\$ _____
3	Dispatcher Radio (based on 64 calendar days)	1	\$ _____	\$ _____

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3.0 Optional Requirement for Blackdown Summer Camp 2015:

Item	Description	Qty.	Firm Daily Rate	Extended Rate
1	44 Pax School Bus (based on 64 calendar days)	1	\$ _____	\$ _____
2	44 Pax School Bus (based on 53 calendar days)	10	\$ _____	\$ _____
3	Dispatcher Radio (based on 64 calendar days)	1	\$ _____	\$ _____

ANNEX C**CALCULATION OF PRICE FOR EVALUATION PURPOSES**

The rates proposed on Annex B, Basis of Payment will be used herein for Financial Evaluation. Should there be any discrepancies in the rates, the rates on Annex B, Basis of Payment will prevail.

1.0 Firm Requirement:

Item	Description	Qty. (A)	Total Rental Days (B)	Firm Daily Rate (C)	Extended Rate (A x B x C)
1	44 Pax School Bus	1	64	\$_____	\$_____
2	44 Pax School Bus	10	53	\$_____	\$_____
3	Dispatcher Radio	1	64	\$_____	\$_____
Total Evaluated Price for 1.0 (Sum of the Extended Rates) \$_____					

2.0 Optional Requirement for Blackdown Summer Camp 2014:

Item	Description	Qty. (A)	Total Rental Days (B)	Firm Daily Rate (C)	Extended Rate (A x B x C)
1	44 Pax School Bus	1	64	\$_____	\$_____
2	44 Pax School Bus	10	53	\$_____	\$_____
3	Dispatcher Radio	1	64	\$_____	\$_____
Total Evaluated Price for 2.0 (Sum of the Extended Rates) \$_____					

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CCC No./N° CCC - FMS No/ N° VME

3.0 Optional Requirement for Blackdown Summer Camp 2015:

Item	Description	Qty. (A)	Total Rental Days (B)	Firm Daily Rate (C)	Extended Rate (A x B x C)
1	44 Pax School Bus	1	64	\$ _____	\$ _____
2	44 Pax School Bus	10	53	\$ _____	\$ _____
3	Dispatcher Radio	1	64	\$ _____	\$ _____
Total Evaluated Price for 3.0 (Sum of the Extended Rates) \$ _____					