

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

**Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510**

## Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Motor Coach Services	
<b>Solicitation No. - N° de l'invitation</b> W0134-12R098/A	<b>Date</b> 2012-04-12
<b>Client Reference No. - N° de référence du client</b> W0134-12R098	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-004-9375
<b>File No. - N° de dossier</b> EDM-1-34785 (004)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-04-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ruttan, Jackie	<b>Buyer Id - Id de l'acheteur</b> edm004
<b>Telephone No. - N° de téléphone</b> (780)497-3835 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 4 Wing Commander Cold Lake BLDG 5 ATTN SGT PARR Local 7464 PO Box 4280 Stn Forces COLD LAKE Alberta T9M2C6 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

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

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

### 2. Summary

A Regional Individual Standing Offer (RISO), for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide motorcoach/highway cruiser buses(40 passenger and above) with operators, on an "as required" basis for the Department of National Defence (DND), Canadian Forces Base (CFB) Cold Lake, Cold Lake, Alberta.

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

This requirement is subject to a preference for Canadian goods and/or services.

### 3. Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

#### 4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### PART 2 - OFFEROR INSTRUCTIONS

#### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

##### 1.1 SACC Manual Clauses

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

#### 2. Submission of Offers

Offers 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 Request for Standing Offers.

#### 3. Enquiries - Request for Standing Offers

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

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

#### 4. Applicable Laws

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

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

### PART 3 - OFFER PREPARATION INSTRUCTIONS

#### 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer ( 1 hard copy)

Section II: Certifications ( 1 hard copy )

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors 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: Financial Offer

Offerors must submit their financial offer in accordance with the Annex "B", Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.  
  
The following credit card(s) are accepted:  
VISA \_\_\_\_\_  
Master Card \_\_\_\_\_
- (b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

## Section II: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### 1.1 Financial Evaluation

The price of the offer 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.

The unit prices offered for line items 1 through 6 will be multiplied by the estimated usages as shown. The resulting amounts for all line items, for all years will be added together to obtain a total evaluated offer price.

### 2. Basis of Selection

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

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

## 1. **Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer**

Offerors must submit the certifications as provided below:

### 1.1 **Certifications Precedent to Issuance of a Standing Offer**

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

#### 1.1.1 **Federal Contractors Program - Certification Federal Contractors Program - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

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

The Offeror 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), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

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

### 1.1.2 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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

#### 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.

#### Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

## 1.2 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

### 1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the services offered being treated as non-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.

### 1.2.2 SACC Manual Clause

A3050T (2010-01-11), Canadian Content Definition

**PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS****1. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

- 1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### 2. Standard Clauses and Conditions

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

##### 2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

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

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

The quarterly reporting periods are defined as follows:

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

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

#### 3. Term of Standing Offer

##### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue for a three year period.

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## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Jackie Ruttan  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch - Edmonton  
5th Floor - Telus Plaza North  
10025 Jasper Avenue, Edmonton, AB T5J 1S6

Telephone: (780) 497-3835  
Facsimile: (780) 497-3510  
E-mail address: jackie.ruttan@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 4.2 Project Authority *(will be indicated at issuance of Standing Offer)*

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

### 4.3 Offeror's Representative - OFFEROR TO COMPLETE

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Canadian Forces Base Cold Lake.

## 6. Call-up Instrument

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

## 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 75,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$ *(will be indicated at issuance of Standing Offer)* (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity;
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment
- g) Annex "C", Insurance Requirements;
- h) Annex "D", Standing Offer Usage Report;
- i) the Offeror's offer \_\_\_\_\_ .

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**10. Certifications****10.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

**10.2 SACC Manual Clauses**

M3060C (2008-05-12), Canadian Content Certification

**11. Applicable Laws**

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

**12. 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.

**13. SACC Manual Clauses**

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)  
M3800C (2006-08-15), Estimates

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010C (2012-03-02), General Conditions - Services (medium complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2011-05-16), General Conditions - Services (medium complexity) will not apply to payments made by credit cards at point of sale.

### 3. Term of Contract

#### 3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

### 4. Payment

#### 4.1 Basis of Payment - Limitation of Expenditure

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

#### 4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (as per the call-up document). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or



(c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### **4.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0710C (2007-11-30), Time and Contract Price Verification

C0711C (2008-05-12), Time Verification

H1008C (2008-05-12), Monthly Payments

#### **4.4 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### **5. 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.

Each invoice must be supported by:

- (a) a copy of time sheets to support time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

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.

### **6. SACC Manual Clauses**

A9006C (2008-05-12), Defence Contract

A9039C (2008-05-12), Salvage

A9062C (2010-01-11), Canadian Forces Site Regulations

**ANNEX "A"****STATEMENT OF WORK****Motorcoaches/Highway Cruiser Buses 40 Passenger and Above, with Operator  
Department of National Defence, Canadian Forces Base Cold Lake****1. Requirement**

A Regional Individual Standing Offer (RISO), for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide motorcoach/highway cruiser buses(40 passenger and above) with operators, on an "as required" basis for the Department of National Defence (DND), Canadian Forces Base (CFB) Cold Lake, Cold Lake, Alberta.

- The Offeror must be able to provide as many as three (3) Motorcoaches / Highway Cruisers (40 passenger and above) with operators at any one time with 24 hours' notice.
- The Offeror must be able to provide one motorcoach (40 passenger and above) with operator within one and half hours' notice.
- Notice of five (5) days will be given to the Offeror (s) if more than three (3) Motorcoaches / Highway Cruisers with operators are required at one time.
- The Motorcoaches / Highway Cruisers will be used to transport regular forces personnel, militia, cadets and British Army personnel to various locations within Alberta.
- Trips normally begin and end at the Department of National Defence (DND), Cold Lake, Alberta: unless otherwise directed by the Call-up authority.
- Charges for travel from the Offeror's facility to the pick-up site prior to the trip or from the drop-off site to the Offeror's facility after the trip will not be permitted under the Standing Offer.
- Motorcoaches / Highway Cruisers must be clean and in good mechanical operating condition and will be subject to inspection and acceptance by the Call-up Authority. Cleanliness and mechanical soundness must be maintained during trips.
- All drivers must be fully qualified to operate the equipment in question.
- A minimum of three (3) hours notice will be provided in the event of cancellation or a change in the requirement. In the event of a cancellation, if less than three (3) hours notice has been provided and the unit (s) has / have been dispatched, the one time cancellation fee per unit will apply.
- In the event of a vehicle breakdown, a substitute vehicle is to be dispatched within two (2) hours of notification by a representative of DND Cold Lake and is to be delivered to the location identified by DND Cold Lake.
- The Offeror (s) are fully responsible for all maintenance on the Motorcoaches / Highway Cruisers

- Motorcoaches / Highway Cruisers are to be equipped with required safety devices (e.g. Fire extinguishers and first aid kits).
- All fuel, maintenance and qualified licensed drivers are to be provided by the Offeror (s).
- The Inter Base Bus Service (IBBS) Schedule is subject to change on short notice
- With respect to the IBBS, the driver will only wait an additional 30 minutes maximum if a problem arises regarding late flight arrivals or lost luggage.
- With respect to the IBBS the driver will check the passenger names against the manifest provided by 4 Wing Cold Lake Transport. All passengers must enter the last three numbers of their service number, name, initials and destination on the bus manifest. Dependants not travelling with their service number will enter the last three numbers of the members service number and rank adjacent to their name.
- If an additional driver is required, travel time costs will be negotiated between DND and the Offeror at the time of the call-up. All costs associated to meals, incidentals, accommodations, etc., will be in accordance with the Treasury Board Travel Directive in effect at the time of the call-up.  
[http://publiservice.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/menu-travel-voyage-eng.asp](http://publiservice.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp)

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**ANNEX "B"****BASIS OF PAYMENT**

- Unit Prices are to remain firm for the period of the Standing Offer.
- Prices must be submitted for all line items.
- GST is not to be included in the prices but will be added as a separate item to any invoice issued against the Standing Offer, if applicable.
- Fees for entrance to parks, airports charges, parking fees, hotel fees, etc. will be reimbursed at the offerors laid down cost without mark-up. Receipts **must** accompany the invoice unless otherwise specified in writing by the Call-up Authority.
- Travel costs from the Offeror's facility to the specified pick-up point before the trip and from the specified drop-off point to the Offeror's facility after the trip will not be allowed under the Standing Offer.
- Upon placing a Call-up, the Offeror will advise the Department of National Defence (DND), whether or not they will be supplying buses from their own inventory or whether they are subcontracting the requirement.
  - If the buses are supplied from the Offeror's inventory, the terms and conditions contained herein concerning cancellation apply.
  - If the buses are from a subcontractor then, DND has seven (7) calendar days prior to the required date to cancel the requirement without penalty. If cancellation is within seven (7) calendar days, cancellation charges from the sub-contractor will be paid by the DND without additional mark-up. Proof of charges from the subcontractor will be required.
- Estimated usages are for evaluation purposes only, actual usages may vary from these amounts.

Loaded rates = with passengers

Deadhed rates = without passengers

**Standing Offer Period One - from date of issuance for a twelve month period.**

Item	Description	Estimated Usage	Firm Unit Price
<b>1</b>	Inter Base Base Service (IBBS) Schedule  05:35 - Arrive at Maple Flag Inn 05:40 - Depart Maple Flag Inn 05:50 - Arrive at Long Term Parking Lot 06:00 - Depart Long Term Parking Lot 08:20 - Arrive at Waskateneau for break 08:35 - Depart Waskateneau 09:50 - Arrive at Edmonton International Airport 13:30 - Depart Edmonton International Airport 15:00 - Arrive at Waskateneau for break 15:15 - Depart Waskateneau 17:30 - Arrive at Long Term Parking Lot 17:40 - Depart Long Term Parking Lot 17:45 - Arrive at Maple Flag Inn	20 trips	\$_____/trip
<b>2</b>	Firm hourly rates (one operator) for distances less than 50km		
<b>2.1</b>	Loaded	2 hours	\$_____/hour
<b>2.2</b>	Deadhead	1 hours	\$_____/hour
<b>3</b>	Firm rates per kilometer (one operator) for distances between 50km - 300km		
<b>3.1</b>	Loaded	2,000 km	\$_____/km
<b>3.2</b>	Deadhead	200 km	\$_____/km
<b>4</b>	Firm rates per kilometer (one operator) for distances over 300km		
<b>4.1</b>	Loaded	21,000 km	\$_____/km
<b>4.2</b>	Deadhead	300 km	\$_____/km
<b>5</b>	Waiting time after one (1) hour at no charge	2 hours	\$_____/hour
<b>6</b>	Cancellation fee with less than 3 hours notice	2 units	\$_____/unit

**Standing Offer Period Two - (actual dates to be determined)**

Item	Description	Estimated Usage	Firm Unit Price
<b>1</b>	Inter Base Base Service (IBBS) Schedule  05:35 - Arrive at Maple Flag Inn 05:40 - Depart Maple Flag Inn 05:50 - Arrive at Long Term Parking Lot 06:00 - Depart Long Term Parking Lot 08:20 - Arrive at Waskateneau for break 08:35 - Depart Waskateneau 09:50 - Arrive at Edmonton International Airport 13:30 - Depart Edmonton International Airport 15:00 - Arrive at Waskateneau for break 15:15 - Depart Waskateneau 17:30 - Arrive at Long Term Parking Lot 17:40 - Depart Long Term Parking Lot 17:45 - Arrive at Maple Flag Inn	20 trips	\$_____/trip
<b>2</b>	Firm hourly rates (one operator) for distances less than 50km		
<b>2.1</b>	Loaded	2 hours	\$_____/hour
<b>2.2</b>	Deadhead	1 hours	\$_____/hour
<b>3</b>	Firm rates per kilometer (one operator) for distances between 50km - 300km		
<b>3.1</b>	Loaded	2,000 km	\$_____/km
<b>3.2</b>	Deadhead	200 km	\$_____/km
<b>4</b>	Firm rates per kilometer (one operator) for distances over 300km		
<b>4.1</b>	Loaded	21,000 km	\$_____/km
<b>4.2</b>	Deadhead	300 km	\$_____/km
<b>5</b>	Waiting time after one (1) hour at no charge	2 hours	\$_____/hour
<b>6</b>	Cancellation fee with less than 3 hours notice	2 units	\$_____/unit

**Standing Offer Period Three - (actual dates to be determined)**

Item	Description	Estimated Usage	Firm Unit Price
<b>1</b>	Inter Base Base Service (IBBS) Schedule  05:35 - Arrive at Maple Flag Inn 05:40 - Depart Maple Flag Inn 05:50 - Arrive at Long Term Parking Lot 06:00 - Depart Long Term Parking Lot 08:20 - Arrive at Waskateneau for break 08:35 - Depart Waskateneau 09:50 - Arrive at Edmonton International Airport 13:30 - Depart Edmonton International Airport 15:00 - Arrive at Waskateneau for break 15:15 - Depart Waskateneau 17:30 - Arrive at Long Term Parking Lot 17:40 - Depart Long Term Parking Lot 17:45 - Arrive at Maple Flag Inn	20 trips	\$_____/trip
<b>2</b>	Firm hourly rates (one operator) for distances less than 50km		
<b>2.1</b>	Loaded	2 hours	\$_____/hour
<b>2.2</b>	Deadhead	1 hours	\$_____/hour
<b>3</b>	Firm rates per kilometer (one operator) for distances between 50km - 300km		
<b>3.1</b>	Loaded	2,000 km	\$_____/km
<b>3.2</b>	Deadhead	200 km	\$_____/km
<b>4</b>	Firm rates per kilometer (one operator) for distances over 300km		
<b>4.1</b>	Loaded	21,000 km	\$_____/km
<b>4.2</b>	Deadhead	300 km	\$_____/km
<b>5</b>	Waiting time after one (1) hour at no charge	2 hours	
<b>6</b>	Cancellation fee with less than 3 hours notice	2 units	\$_____/unit

**ANNEX "C"****INSURANCE REQUIREMENTS****1. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

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

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

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

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

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

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

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

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

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

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

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

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



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

## **2. Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2. The policy must include the following:

(a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

(b) Accident Benefits - all jurisdictional statutes

(c) Uninsured Motorist Protection

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

(e) OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement

(f) OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:

8 to 12 Passengers: \$5,000,000

13 or more Passengers: \$8,000,000.

