

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of the
Offer remain the same.

Ce document est par la présente révisé; sauf indication
contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet SO - BUS SERVICE		
Solicitation No. - N° de l'invitation W0102-13TN26/A		Date 2013-03-22
Client Reference No. - N° de référence du client W0102-13-TN26		Amendment No. - N° modif. 002
File No. - N° de dossier HAL-2-69331 (409)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-409-8949		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2013-03-07
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-09		Time Zone Fuseau horaire Atlantic Standard Time AST
Address Enquiries to: - Adresser toutes questions à: Taylor, Kathie		Buyer Id - Id de l'acheteur hal409
Telephone No. - N° de téléphone (902) 496-5510 ()		FAX No. - N° de FAX (902) 496-5016
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Solicitation Amendment #02

The following questions were posed by the industry:

Q1. Under Conditions: Activity Bus # 7 "All buses shall have storage/baggage area plus overhead racks."

We would like to see "if required" added to this as it is not always a requirement. Also the overhead compartments are no longer available in most vehicles as the new bus building standards only allow addition of these bins if seatbelts are being installed in the bus, which as you know is not a requirement in NS.

R1. Storage/baggage area plus overhead racks is a mandatory requirement. No change required.

Q2. Within the bidding chart on page 26 we would like to amend the following:

2. If a minimum charter is two (2) hours or less within Kings County

2b. Any charter outside of Kings Co. will be charged at a per km rate (including the return trip to Greenwood)

R2. See amended Annex B

At Annex A:

Delete: in its entirety

Insert:

Annex A Requirement

Regional Individual Standing Offer for the charter of Highway Coaches (47/56 passenger Highway coach) (with operator) and/or Activity Buses (with operator) for the purpose of transporting Regular Force, Cadets, and Militia personal to various locations within the Atlantic Provinces. for Department of National Defence (DND) 14 Wing Transportation Section, Greenwood, Nova Scotia on an as and when requested basis from date of issuance for a period of one (1) year with the option to extend for an additional one (1) year.

CONDITIONS : Highway Coaches

1. Vehicles shall be 47-56 passenger, highway type buses, including driver, fuel and lavatory.
2. Most rentals will be on a casual or short-term basis, since it is not intended to utilize resulting Standing Offer's for long term rentals. Exceptions to this may occur, and where applicable contractor will be advised.
3. Contractors shall upon notification of issuance of standing offer, provide the Crown with a certificate of insurance from the insurer, stating that the required insurance is in effect and that prior written notice of any policy cancellation or any change in the amount of coverage or type of insurance specified be provided to the lessee.
4. Twenty-four (24) hour services shall be provided with a telephone number so the contractor may be contacted twenty-four (24) hours a day seven (7) days a week.
- 5. For the purpose of this standing offer, Greenwood/Aldershot is considered "home base" and deadhead charges will not be paid by the Crown for delivery of busses to these locations prior to beginning of trip.**
6. All buses shall have storage/baggage area plus overhead racks.
7. No cost shall be incurred by the DND where equipment fails to operate replacement equipment to be provided by the contractor.
8. Proof of operating license shall be provided on request.
9. The contractor shall ensure all vehicles used to fulfill the terms and conditions of any resultant Standing Offer will be properly registered as required by the appropriate Municipal, Provincial and Federal Regulatory bodies.
10. The contractor shall carry adequate insurance to cover loss or damage to Crown owned articles placed in your care.
11. Vehicles are to be in first class condition, clean and presentable.
12. Vehicles may be inspected by the Crown prior to any Standing Offer being issued.
13. Contractor to fully maintain buses, providing all normal expenses including gas, oil, and replacement of tires.
14. Contractor to supply another licensed vehicle of the same type and size to replace a specific unit when a unit is taken out of service for repairs or maintenance.
15. Proof of Coverage: the successful Contractor shall, upon notification of award of standing offer, provide the Crown with a certificate of insurance from the insurer, stating that the required insurance is in effect, and that prior written notice of any policy cancellation or change in the amount of the coverage or type of insurance specified be provided to the leasee.

The rates shall include all driver, fuel and maintenance costs for each bus:

Mandatory Specifications for Highway Cruiser:

BAGGAGE COMPARTMENT

- " 3 full-width, under floor compartments located between front and rear axles.
- " Opening to be provided to each compartment on both sides of coach.

" Compartment doors to be fully sealed, pantograph, vertical lift type and to have flush mounted breakaway type latch handle with provision for padlock.

" Compartments are to illuminate automatically when doors are opened.

PASSENGER SEATING

" 18-22 forward seating two-passenger recliner seats, a full 96cm/38in wide.

INTERIOR LIGHTING

" Reading lights for each passenger position.

" Lights to be individually controlled and pre focused for each position.

LAVATORY

" Private toilet and sink with storage tank.

CONDITIONS : Activity Buses

1. Vehicles shall be 40-48 passenger, activity type buses, including driver and fuel.
2. Most rentals will be on a casual or short-term basis, since it is not intended to utilize resulting Standing Offer's for long term rentals. Exceptions to this may occur, and where applicable contractor will be advised.
3. Contractors shall upon notification of issuance of standing offer, provide the Crown with a certificate of insurance from the insurer, stating that the required insurance is in effect and that prior written notice of any policy cancellation or any change in the amount of coverage or type of insurance specified be provided to the lessee.
4. Twenty-four (24) hour services shall be provided with a telephone number so the contractor may be contacted twenty-four (24) hours a day seven (7) days a week.
5. **For the purpose of this standing offer, Greenwood/Aldershot is considered "home base" and deadhead charges will not be paid by the Crown for delivery of busses to these locations prior to beginning of trip.**
6. All buses shall have storage/baggage area plus overhead racks.
7. No cost shall be incurred by the DND where equipment fails to operate replacement equipment to be provided by the contractor.
8. Proof of operating license shall be provided on request.
9. The contractor shall ensure all vehicles used to fulfill the terms and conditions of any resultant Standing Offer will be properly registered as required by the appropriate Municipal, Provincial and Federal Regulatory bodies.
10. The contractor shall carry adequate insurance to cover loss or damage to Crown owned articles placed in your care.
11. Vehicles are to be in first class condition, clean and presentable.
12. Vehicles may be inspected by the Crown prior to any Standing Offer being issued.

13. Contractor to fully maintain buses, providing all normal expenses including gas, oil, and replacement of tires.

14. Contractor to supply another licensed vehicle of the same type and size to replace a specific unit when a unit is taken out of service for repairs or maintenance.

15. Proof of Coverage: the successful Contractor shall, upon notification of award of standing offer, provide the Crown with a certificate of insurance from the insurer, stating that the required insurance is in effect, and that prior written notice of any policy cancellation or change in the amount of the coverage or type of insurance specified be provided to the leasee.

The rates shall include all driver, fuel and maintenance costs for each bus.

Insurance Requirements

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.

(Contracting officers must insert the applicable options below and renumber accordingly.)

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

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

n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment 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, kA 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario kA 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.

At Annex B:

Delete: in its entirety

Insert: as follows

**Annex B
Basis of Payment**

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

The estimated annual quantities are for evaluation purposes only. Lowest overall evaluation price will be determined as follows: $(A \times B) + (A \times C) = D$

Highway Coaches with Operator (as fully detailed in Annex A):

	Item	Est. Annual Qty(A)	Unit Price Year 1 (B)	Unit Price Year 2 (C)	U. Of I.	Sub-Total (D)
1	Deadhead Mileage	8,000	\$	\$	km	\$
2	If minimum charter is two (2) hours or less	20	\$	\$	trip	\$
3	If minimum charter for return pick-up for group previously transported same day is two (2) hours or less .	20	\$	\$	trip	\$
4	Charter per hour in excess of minimum charter charged	75	\$	\$	hours	\$
5	Waiting time	20	\$	\$	hours	\$
6	Layover Charge	6	\$	\$	each	\$
7	Overnight Charge (to include hotel/meals)	6	\$	\$	night	\$
8	Cancellation charge (at least twelve (12) hours prior to departure)	10	\$	\$	each	\$
9	Cancellation charge (between twelve (12) hours and one (1) hour before departure)	10	\$	\$	each	\$
10	Cancellation charge (one (1) hour prior to departure)	2	\$	\$	unit	\$
Total for evaluation purposes only (add column D lines 1 to 10)						\$

Solicitation No. - N° de l'invitation

W0102-13TN26/A

Client Ref. No. - N° de réf. du client

W0102-13-TN26

Amd. No. - N° de la modif.

002

File No. - N° du dossier

HAL-2-69331

Buyer ID - Id de l'acheteur

hal409

CCC No./N° CCC - FMS No/ N° VME

Activity Buses with operator (as fully detailed in Annex A):

	Item	Est. Annual Qty(A)	Unit Price Year 1 (B)	Unit Price Year 2 (C)	U. Of I.	Sub-Total (D)
1	Live Mileage	34,500	\$	\$	km	\$
2	Deadhead Mileage	8,000	\$	\$	km	\$
3	If minimum charter is two (2) hours or less (within 50 km radius of Greenwood)	20	\$	\$	trip	\$
4	If minimum charter for return pick-up for group previously transported same day is two (2) hours or less .	20	\$	\$	trip	\$
5	Charter per hour in excess of minimum charter charged	75	\$	\$	hours	\$
6	Waiting time	20	\$	\$	hours	\$
7	Layover Charge	6	\$	\$	each	\$
8	Overnight Charge (to include hotel/meals)	6	\$	\$	night	\$
9	Cancellation charge (at least twelve (12) hours prior to departure)	10	\$	\$	each	\$
10	Cancellation charge (between twelve (12) hours and one (1) hour before departure)	10	\$	\$	each	\$
11	Cancellation charge (one (1) hour prior to departure)	2	\$	\$	unit	\$
Total for evaluation purposes only (add column D lines 1 to 11)						\$

Additional Pricing Information:

Highway tolls, bridge tolls and parking fees are extra to the Standing Offer pricing and chargeable to the Crown at cost. Receipts to substantiate all expenses must be submitted with the invoice(s) to the Service Site Authority.

All other terms and conditions remain unchanged.