

**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> Highway Coach with Driver	
<b>Solicitation No. - N° de l'invitation</b> W0127-12P030/A	<b>Date</b> 2013-07-10
<b>Client Reference No. - N° de référence du client</b> W0127-12P030	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-305-9869
<b>File No. - N° de dossier</b> EDM-2-35324 (305)	<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 2013-08-06</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> Campbell (EDM), Brad	<b>Buyer Id - Id de l'acheteur</b> edm305
<b>Telephone No. - N° de téléphone</b> (780)497-3911 ( )	<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 Attn: 1 Svc Bn/Sup/LPO TN STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J 4J5 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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**Request for Standing Offer  
Rental of Motor Coaches/Highway Cruisers (40 Passenger and above) with Operators  
For the Department of National Defence (DND) Edmonton, Alberta**

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Solicitation No. - N° de l'invitation

W0127-12P030/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm305

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

W0127-12P030

File No. - N° du dossier

EDM-2-35324

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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, 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 | <p>7A, Standing Offer, and 7B, Resulting Contract Clauses:</p> <p>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;</p> <p>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.</p> <p>The Annexes include the Statement of Work, the Basis of Payment and any other annexes.</p> |

### 2. Summary

A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide various sized passenger motor coaches / highway cruisers (40 passenger and above), with operators on an "as required" basis for the Department of National Defence (DND) Edmonton Garrison, Edmonton Alberta in accordance with the terms and conditions contained herein.

The period of the Standing Offer will be from date of issuance for a three (3) year period.

It is Canada's intention to issue up to three (3) standing offers.

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

### 3. Debriefings

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 Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (2013-06-01) 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. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below before the issuance of a standing offer.

#### 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 [<http://laws-lois.justice.gc.ca/eng/acts/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 [<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>], and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 [<http://laws-lois.justice.gc.ca/eng/acts/S-24/page-2.html>] as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17 [<http://laws-lois.justice.gc.ca/eng/acts/C-17/page-1.html>], the Defence Services Pension Continuation Act, 1970, c. D-3 [<http://laws.justice.gc.ca/eng/acts/D-1.3/>], the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10 [<http://laws.justice.gc.ca/eng/acts/R-10.6/>], and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11 [<http://laws-lois.justice.gc.ca/eng/acts/R-11/page-19.html>], the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5 [<http://laws-lois.justice.gc.ca/eng/acts/M-5.01/index.html>], and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8 [<http://laws-lois.justice.gc.ca/eng/acts/C-8/index.html>].

#### **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 [[http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp)] and the Guidelines on the Proactive Disclosure of Contracts [<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676&section=text>].

#### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

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

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

#### 5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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: Technical Offer (1 hard copy or 1 fax copy)

Section II: Financial Offer (1 hard copy or 1 fax copy)

Section III: Certifications (1 hard copy or 1 fax 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 should:

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

## Section I: Technical Offer

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

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B - Basis of Payment. The total amount of Applicable Taxes must be shown separately.

## Section III: 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 custom duties and excise taxes included.

- 1.1.1 The Firm Unit Price for each item will be multiplied by its respective annual estimated usage to determine a Total Extended Price for each year.



**1.1.2** The Total Extended Prices for each year will be added together to obtain the Total Evaluated Offer Price.

**2. Basis of Selection M0069T (2007-05-25)**

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.

It is Canada's intention to issue up to three (3) standing offers.

If more than one (1) responsive offer has been received, the Standing Offers will be issued as follows:

- (a) the first Standing Offer authorized for use, will be issued to the responsive Offeror whose total evaluated offer price is the lowest. Funding will be 60% of the total estimated expenditure.
- (b) the second Standing Offer authorized for use, will be issued to the responsive Offeror who has the second lowest evaluated offer price but will only be issued if the total evaluated assessed offer price is within 15% of the first ranked total assessed offer price. Funding will be 40% of the total estimated expenditure.

If more than two (2) responsive offers has been received, the Standing Offers will be issued as follows:

- (a) the first Standing Offer authorized for use, will be issued to the responsive Offeror whose total evaluated offer price is the lowest. Funding will be 50% of the total estimated expenditure.
- (b) the second Standing Offer authorized for use, will be issued to the responsive Offeror who has the second lowest evaluated offer price but will only be issued if the total evaluated assessed offer price is within 15% of the first ranked total assessed offer price. Funding will be 30% of the total estimated expenditure.
- (c) the third Standing Offer authorized for use, will be issued to the responsive Offeror who has the third lowest evaluated offer price but will only be issued if the total evaluated assessed offer price is within 15% of the first ranked total assessed offer price. Funding will be 20% of the total estimated expenditure.

If only one responsive offer is received, one standing offer will be authorized for use and will be funded at 100% of the total estimated expenditure.

**PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

## **1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**

### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

### **1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from [HRSDC-Labour's website](#).

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

## **2. Additional Certifications Required with the Offer**

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

### **2.1 Canadian Content Certification**

**2.1.1** SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

**2.1.2** Canadian Content Certification *M3066T (2010-01-11)*

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.

**PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS****1. Insurance Requirements *M9015T (2011-05-16)***

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" - Insurance Requirements .

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.

## 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. Security Requirement

There is no security requirement associated with the requirement.

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 3.2 Standing Offers Reporting *M7010C (2012-07-16)*

###### Periodic Usage Reports - Standing Offer

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "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 15 calendar days after the end of the reporting period.

**4. Term of Standing Offer****4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issue for a three (3) year period.

**5. Authorities****5.1 Standing Offer Authority**

The Standing Offer Authority for the Standing Offer is:

Brad Campbell

Public Works and Government Services Canada

Acquisitions Branch

5th Floor - Telus Plaza North

10025 Jasper Avenue, Edmonton, AB T5J 1S6

Telephone: (780) 497-3911

Facsimile: (780) 497-3510

E-mail address: brad.campbell@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.

**5.2 Project Authority**

The Project Authority for the Standing Offer is: (to be indicated upon issue of Standing Offer)

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.

**5.3 Offeror's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants A3025C (2013-03-21)**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) [<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>] 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 [[http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contpolnotices/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp)] of the Treasury Board Secretariat of Canada.

**7. Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer is: Department of National Defence, Canadian Forces Base Edmonton, Procurement - Rentals Unit - Edmonton, Alberta.

**8. Call-up Procedures**

The call-up procedures will be determined at issue of Standing Offer depending on the number of responsive offers received.

The Identified User indicated above, will rotate the award of resulting call-ups between the Standing Offer holders, maintaining the ratio of (*to be determined*) to total value of business distributed.

**9. 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 an electronic version.

**10. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$70,000.00 (Applicable Taxes included).

**11. Financial Limitation - Total M4506C (2013-04-25)**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ *to be determined* (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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.

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## 12. 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2013-06-27) 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 dated \_\_\_\_\_;

## 13. Certifications

### 13.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

### 13.2 SACC Manual Clauses

M3060C (2008-05-12) Canadian Content Certification

M3800C (2006-08-15) Estimates

## 14. 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.

## 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. General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 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. 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) [<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>] 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 [[http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contpolnotices/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp)] of the Treasury Board Secretariat of Canada.

### 5. Payment

#### 5.1 Basis of Payment - Limitation of Expenditure C0206C (2013-04-25)

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 Applicable Taxes are extra.

#### 5.2 Limitation of Expenditure C6001C (2013-04-25)

1. Canada's total liability to the Contractor under the Contract must not exceed \$70,000.00. Customs duties are included, and Applicable Taxes are extra.
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.

### 5.3 **SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
 C0710C (2007-11-30), Time and Contract Price Verification  
 H1000C (2008-05-12), Single Payment

### 6. **Invoicing Instructions H5001C (2008-12-12)**

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.

### 7. **Insurance Requirements G1001C (2008-05-12)**

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.

### 8. **SACC Manual Clauses**

A9006C (2012-07-16), Defence Contract  
 A9039C (2008-05-12), Salvage  
 A9062C (2011-05-16), Canadian Forces Site Regulations  
 A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

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**ANNEX "A"****STATEMENT OF WORK****1. Requirement**

A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide various sized passenger motor coaches / highway cruisers (40 passenger and above), with operators on an "as required" basis for the Department of National Defence (DND) Edmonton Garrison, Edmonton Alberta.

Trips normally begin and end at Edmonton Garrison, unless otherwise directed by the Call -Up Authority.

**2. Offeror Responsibilities**

Must be able to provide as many as three (3) motor coaches/highway cruisers ( 40 passenger and above) with operator at any one time with 24 hours notice.

Motorcoaches/highway cruisers offered must be clean, in good mechanical operating condition and will be subject to inspection and acceptance by the Identified User. Cleanliness and mechanical soundness must be maintained during trips.

All drivers must be fully qualified to operate the equipment in question.

Motorcoaches/highway cruisers are to be fully equipped with required safety devices ( e.g., fire extinguishers and first aid kits).

All fuel, maintenance and qualified drivers are to be provided by the Offeror.

The Offeror is fully responsible for all maintenance on the motorcoaches/highway cruisers.

**3. Notices**

Notice of five (5) days will be given to the Offeror if more than three (3) motorcoaches/ highway cruisers with operators are required at one time.

A minimum of three (3) hours notice will be provided in the event of a cancellation or change in the requirement. In the event of a cancellation, if less than three (3) hours notice has been provided the unit(s) 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 Edmonton and is to be delivered to location identified by DND Edmonton at no additional cost to Canada.

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**ANNEX "B"****BASIS OF PAYMENT****1. BASIS OF PAYMENT**

- Prices must be submitted as outlined below.
- Prices must be submitted for all line items.
- Prices will remain firm for the periods as outlined below.
- GST is not to be included in the prices shown but will be added to any invoices as a separate line item.
- Fees for entrance to parks, airport charges, parking fees, accommodations, expenses, etc., will be reimbursed at the Offerors' laid down cost without a 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 the specified drop-off point to the Offeror's facility after the trip WILL NOT be allowed under this Standing Offer.
- Where applicable, rates for hotel accommodations and/or expenses for the Operator will be in accordance with the Treasury Board Travel Directive Policy.

Please see:

Appendix "C" - Meal & Incidental Rates (Canada/USA)

[http://publiservice.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/c-eng.asp](http://publiservice.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/c-eng.asp)

- Loaded Rates = with passengers
- Deadhead Rates = without passengers
- Estimated usages are for evaluation purposes only, actual usage may vary from the amounts shown.

**A. Standing Offer Period - from date of Standing Offer for a twelve month period - Year 1 (dates to be determined)**

Item	Description	Usage (estimated)	Unit	Unit Price (Firm)	Total
1	Firm Hourly Rates (one Operator) for distances less than 50 km				
	(a)Loaded	6000	hour	\$ _____	\$ _____
	(b)Deadhead	6000	hour	\$ _____	\$ _____
2	Firm Rates per Kilometer (one Operator) for distances between 50 km- 300 km				
	(a)Loaded	7000	km	\$ _____	\$ _____
	(b)Deadhead	7000	km	\$ _____	\$ _____
3	Firm Rates per Kilometer (one Operator) for distances over 300 km				
	(a)Loaded	30,000	km	\$ _____	\$ _____
	(b)Deadhead	30,000	km	\$ _____	\$ _____
4	Additional Driver (upon written request or approval of DND) for distances over 300 km				
	(a)Loaded	7000	km	\$ _____	\$ _____
	(b)Deadhead	7000	km	\$ _____	\$ _____
5	Waiting time after one (1) hour at no charge.	16	hour	\$ _____	\$ _____
6	Cancellation fee with less than three (3) hours notice.	2	cancellation	\$ _____	\$ _____
<b>A. Total for Standing Offer Period - from date of Standing Offer for twelve Month Period - Year 1 (GST EXTRA)</b>					\$ _____

**B. Standing Offer Period - Year 2 (dates to be determined)**

Item	Description	Usage (estimated)	Unit	Unit Price (Firm)	Total
1	Firm Hourly Rates (one Operator) for distances less than 50 km				
	(a)Loaded	6000	hour	\$_____	\$_____
	(b)Deadhead	6000	hour	\$_____	\$_____
2	Firm Rates per Kilometer (one Operator) for distances between 50 km- 300 km				
	(a) Loaded	7000	km	\$_____	\$_____
	(b) Deadhead	7000	km	\$_____	\$_____
3	Firm Rates per Kilometer (one Operator) for distances over 300 km				
	(a) Loaded	30,000	km	\$_____	\$_____
	(b) Deadhead	30,000	km	\$_____	\$_____
4	Additional Driver (upon written request or approval of DND) for distances over 300 km				
	(a) Loaded	7000	km	\$_____	\$_____
	(b) Deadhead	7000	km	\$_____	\$_____
5	Waiting time after one (1) hour at no charge.	16	hour	\$_____	\$_____
6	Cancellation fee with less than three (3) hours notice.	2	cancellation	\$_____	\$_____
<b>B. Total for Standing Offer Period - Year 2 (GST EXTRA)</b>					\$_____

**C. Standing Offer Period - Year 3 (dates to be determined)**

Item	Description	Usage (estimated)	Unit	Unit Price (Firm)	Total
1	Firm Hourly Rates (one Operator) for distances less than 50 km				
	(a) Loaded	6000	hour	\$ _____	\$ _____
	(b) Deadhead	6000	hour	\$ _____	\$ _____
2	Firm Rates per Kilometer (one Operator) for distances between 50 km- 300 km				
	(a) Loaded	7000	km	\$ _____	\$ _____
	(b) Deadhead	7000	km	\$ _____	\$ _____
3	Firm Rates per Kilometer (one Operator) for distances over 300 km				
	(a) Loaded	30,000	km	\$ _____	\$ _____
	(b) Deadhead	30,000	km	\$ _____	\$ _____
4	Additional Driver (upon written request or approval of DND) for distances over 300 km				
	(a) Loaded	7000	km	\$ _____	\$ _____
	(b) Deadhead	7000	km	\$ _____	\$ _____
5	Waiting time after one (1) hour at no charge.	16	hour	\$ _____	\$ _____
6	Cancellation fee with less than three (3) hours notice.	2	cancellation	\$ _____	\$ _____
<b>C. Standing Offer Period - Year 3 (GST EXTRA)</b>					\$ _____

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edm305

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0127-12P030

EDM-2-35324

Summary	
<b>A. Total for Standing Offer Period - from date of Standing Offer for Year One (1)</b>	
	(GST EXTRA) \$ _____
<b>B. Total for Standing Offer Period - Year Two</b>	
	( GST EXTRA) \$ _____
<b>C. Standing Offer Period - Year Three</b>	
	(GST EXTRA) \$ _____
<b>Sub-total</b>	(GST EXTRA) \$ _____
<b>GST Extra @ 5%</b>	\$ _____
<b>Total Estimated Price - Sections A. B. &amp; C. (GST Included)</b>	\$ _____

Solicitation No. - N° de l'invitation

W0127-12P030/A

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CCC No./N° CCC - FMS No/ N° VME

## **ANNEX "C"**

### **INSURANCE REQUIREMENTS**



## **1. Commercial General Liability Insurance**

- 1.1** The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.

**1.1.1** The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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

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

## **2. Automobile Liability Insurance**

**2.1** The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence.

**2.2** The policy must include the following:

- a. Third Party Liability - \$5,000,000 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 #3 - Drive Government Automobiles Endorsement
- f. OPCF/SEF/QEF #6b - School Bus Endorsement
- g. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
- h. 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

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**ANNEX "D"**

**STANDING OFFER USAGE REPORT**

Solicitation No. - N° de l'invitation

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**STANDING OFFER USAGE REPORT**

Return to:

ATTN.: Brad Campbell

Public Works and Government Services Canada

Acquisitions Branch

Facsimile: (780) 497-3510

Telephone: (780) 497-3911

Email: brad.campbell@pwgsc-tpsgc.gc.ca

**Quarterly Usage Report Schedule:**

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.

**REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES**

SUPPLIER:

STANDING OFFER NO:

DEPARTMENT OR AGENCY:

REPORTING PERIOD:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST

(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-Up totals to date:	
(A+B) Total Accumulated Call-Ups:	

**NIL REPORT:** We have not done any business with the federal government for this period [    ]

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_