

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

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

## Request For 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  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> School Bus with & without driver	
<b>Solicitation No. - N° de l'invitation</b> WN536-140074/A	<b>Date</b> 2013-09-03
<b>Client Reference No. - N° de référence du client</b> WN536-140074	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-033-6343
<b>File No. - N° de dossier</b> TOR-3-36117 (033)	<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 2013-09-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Martin, Lesley	<b>Buyer Id - Id de l'acheteur</b> tor033
<b>Telephone No. - N° de téléphone</b> (905)615-2076 ( )	<b>FAX No. - N° de FAX</b> (905)615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE ASU T LFVA HQ 1 Yukon Land Denison Facility Toronto Ontario M3K0A1 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**

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

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WN536-140074/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor033

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

WN536-140074

File No. - N° du dossier

TOR-3-36117

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into six 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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:   |
|        | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|        | 6B, 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 and any other annexes.

### 2. Summary

- (i) This requirement is for the provision of 22 and 47 passenger school buses, with and without drivers, on an as and when requested basis for the Department of National Defence (DND), 2 Area Support Group Garrison Toronto.

The buses are required to transport military personnel to and from various DND locations throughout Southern Ontario, as per the Areas of Service (Pick-up Rights) detailed at Annex A.

Offerors may submit an offer on one or more Areas of Service for which they have Pick-up Rights.

- (ii) The Standing Offer is for a period of one (1) year with an option to exercise three (3) additional one (1) year periods.
- (iii) The estimated dollar value for a 1 year period is \$550,000.00 including HST. This is based on the full requirement of all A. Bus with Driver and B. Bus without driver.

Multiple Standing Offers may be awarded. Should more than 1 Standing Offer be awarded the amount listed above will be broken down as follows:

A. School Bus with Driver - 80%

**B. School Bus without Driver - 20%**

If more than 1 Standing Offer is awarded for A. School Bus with Driver the 80% will be broken down as follows:

Metro Toronto (GTA)- 70%  
Meaford & Borden - 2.5% each  
All other locations - 2% each

- (iv) Offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.
- (v) For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).
- (vi) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (vii) The requirement is limited to 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.

**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, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

## Former Public Servant in Receipt of a Pension

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

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

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

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

## Work Force 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 seven (7) 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 Ontario.

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 (2 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard copies)

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.

### **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 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.

## 1.1. Technical Evaluation

### 1.1.1 Mandatory Technical Criteria

Item #	Mandatory Criteria
1	<p>The offeror must indicate the locations for which they have Pick-up Rights and are submitting an offer, using the following points of origin list</p> <ul style="list-style-type: none"> <li>( ) Oakville</li> <li>( ) Unionville</li> <li>( ) Georgetown</li> <li>( ) Oshawa</li> <li>( ) Brampton</li> <li>( ) Hamilton</li> <li>( ) North York</li> <li>( ) Burlington</li> <li>( ) Markham</li> <li>( ) Metro Toronto (GTA)</li> <li>( ) Milton</li> <li>( ) Mississauga</li> <li>( ) Richmond Hill</li> <li>( ) Caledon</li> <li>( ) Meaford</li> <li>( ) Borden</li> </ul>
2	<p>The Offeror must provide a copy of their valid Public Vehicle Operating License</p> <p>The license must demonstrate the following:</p> <ul style="list-style-type: none"> <li>a. The offeror is licensed to provide bus charter services in the Province of Ontario, for the pick-up areas specifically identified above, for which they are submitting an offer.</li> <li>b. The offeror is licensed to provide bus charter services in the Province of Quebec and the United States of America</li> </ul>
3	<p>The Offeror must provide a current vehicle inventory list that includes the number of vehicles in inventory and the year of each vehicle listed.</p> <ul style="list-style-type: none"> <li>a. The inventory must be a minimum of 20 school buses</li> <li>b. The age of each bus must be 5 years or under</li> </ul>
4	<p>The Offeror must have a location within a 50 km radius of 1 Yukon Lane, Toronto Ontario for pick-up of school buses, if bidding on 'School Bus without Driver'</p>

## 1.2 Financial Evaluation

### 1.2.1 Mandatory Financial Criteria

The Offeror must complete and submit with its offer as a minimum, Annex B - Basis of Payment, A. School Bus with Driver or Annex B - Basis of Payment, B. School Bus Driver, though Offerors may submit responses for both with driver and without driver.

Pricing must be provided in Canadian Funds.

Offerors must provide pricing for all price elements for the firm and extension periods, as follows:

a) If an offeror is submitting an offer for A. School Bus with Driver, they must provided pricing for all items (including both passenger capacity) listed within 1. Standard Rates and 2. Other Daily Rate.

b) If an offeror is submitting an offer for B. School Bus without Driver, they must provided pricing for all items (including both passenger capacity) listed within 1. Standard Rates and 2. Other Daily Rate

Failure to submit complete pricing as detailed above, will result in the offer being declared non-compliant and the offer will not be evaluated further.

### 1.2.2 Evaluation of Price

Each of the Areas of Service for A. School Bus with Driver will be evaluated seperately

The evaluation price for each location for School Bus with Driver and School Bus without Driver will be calculated as follows:

a) A. School Bus with Driver:

The unit prices provided by the offeror for the Price per Kilometer (Live), Price per Kilmometer (dead head), Wait time, Minimum Daily Charge, and Reporting Charge (Cancellation) for both passenger sizes (22 & 47) will be multiplied by the estimated usage for each location (Pick Up Rights area) the Offeror is submitting an Offer. Totals will be added together to obtain the aggregate cost for each location, to be used in the evaluation.

Prices for Other Daily Rate are calculated as the 'Flate Rate for below minimum Kilometers' multiplied by the estimated usage.

The total evaluated cost for each location is the sum of aggregate cost from 1. Standard Rate and 2. Other Daily Rate.

b) for B. School Bus without Driver:

The unit prices provided by the offeror for the Price per Kilometer, Minimum Daily Charge, and Reporting Charge (Cancellation) for both passenger sizes (22 & 47) will be multiplied by the estimated usage for both passenger sizes (22 & 47). Totals will be added together to obtain the aggregate cost for each location, to be used in the Evaluation.

### 1.2.3 SACC Manual Clause

## SACC Manual Clause A0220T (2013-04-25) Evaluation of Price

### 2. Basis of Selection

- 2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price for each bus with and without driver and Area of Service, will be recommended for issuance of a standing offer.

Multiple standing offers may be awarded. If an Offeror is recommended for issuance of a Standing Offer for more than one (1) Area of Service, these will be amalgamated and only one (1) Standing Offer will be issued to the Offeror for those areas.

## 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [HRSDC-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### 2. Additional 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 requirement within that time period will render the offer non-responsive.

## **2.1 Canadian Content Certification**

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T

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

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

**1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **2. Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **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**

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 "C". 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: October 1 to December 31;

2nd quarter: January 1 to March 31;

3rd quarter: April 1 to June 30;

4th quarter: July 1 to September 30.

The data must be submitted to the Standing Offer Authority no later than fifteen (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 October 1, 2013 to September 30, 2014.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one (1) year periods, from Option Year 1 - October 1, 2014 to September 30, 2015, Option Year 2 - October 1, 2015 to September 30, 2016 and Option Year 3 - October 1, 2016 to September 30, 2017 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Lesley Martin

Title: Supply Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Address: 33 City Centre Drive, Suite 480C

Mississauga, Ontario L5B 2N5

Telephone: 905-615-2076

Facsimile: 905-615-2060

E-mail address: Lesley.Martin2@pwgsc.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 identified in the call-up against the Standing Offer.

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

### **5.3 Offeror's Representative**

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

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

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

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

### **6. Proactive Disclosure of Contracts with Former Public Servants (if applicable)**

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

### **7. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: personnel from the Transport section at Toronto Garrison Transport, Department of National Defence

### **8. Call-up Procedures**

Orders will be placed by the Identified User by either telephone, facsimile or e-mail with reference given to the Standing Offer Number, a Control Number and all pertinent information necessary to successfully action the request.

Written confirmation of telephone orders will follow by issuance of form PWGSC-TPSGC 942 (Requisition Against a Standing Offer)

The Offeror must acknowledge receipt of the call-up if sent by facsimile or e-mail.

### **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 \$20,000.00 (Applicable Taxes included).

### **11. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(insert at Standing Offer Award) (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 three (3) 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.

## 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, Quarterly Reporting Form;
- h) Annex D, Insurance Requirements;
- j) 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

## 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 \_\_\_\_\_.

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

Section 13 Interest on Overdue Accounts, of 2010C (2013-06-27), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

## **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 (If applicable)**

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

## **5. Payment**

### **5.1 Basis of Payment**

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 \$ (insert the amount at call-up). Customs duties are included and Applicable Taxes are extra

### **5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (insert the amount at call-up). 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 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

### 5.4 Payment by Credit Card (if applicable)

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

**OR**

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

### 5.4 SACC Manual Clauses

C0711C (2008-05-12) Time Verification

## 6. 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 the time claimed;
- 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.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 7. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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.

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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**

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

## ANNEX A STATEMENT OF WORK

### 1. Requirement

The Department of National Defence (DND), 2 ASG Garrison Toronto requires the provision of School Buses with and without drivers on an as and when requested basis. The buses are required to transport personnel to and from various DND locations throughout Southwestern Ontario, including but not limited to GTA, Meaford, Borden, Petawawa, Algonquin Park, Niagara Falls, Trenton, Kingston, Ottawa, Quebec and United States.

### 2. Type of Buses

#### 2.1 School Bus

Minimum seating capacity of 22 and 47 passengers

All buses offered to Department of National Defence must not exceed five (5) years in age and be in good operational condition.

Offer must have school buses available with bulkhead and separate cargo areas. This will be identified on the call up when school buses are required with bulkhead and separate storage area.

### 3. Pick-Up Rights

(applicable only to bus rentals with drivers)

The Offeror must hold pick-up rights in the towns and cities identified below

(Checked off at time of Standing Offer award)

<input type="checkbox"/> Oakville	<input type="checkbox"/> Unionville	<input type="checkbox"/> Georgetown
<input type="checkbox"/> Oshawa	<input type="checkbox"/> Brampton	<input type="checkbox"/> Hamilton
<input type="checkbox"/> North York	<input type="checkbox"/> Burlington	<input type="checkbox"/> Markham
<input type="checkbox"/> Metro Toronto (GTA)	<input type="checkbox"/> Milton	<input type="checkbox"/> Mississauga
<input type="checkbox"/> Richmond Hill	<input type="checkbox"/> Caledon	<input type="checkbox"/> Meaford
<input type="checkbox"/> Borden		

### 4. Response Time

Buses may be required on an immediate basis and/or extremely short notice. Consequently the Offeror must have sufficient vehicles to ensure rental requests are actioned within four (4) hours of receipt.

For requirements that are not of an immediate nature, the Offeror must response within twenty-four (24) hours.

### 5. Distance Computation

All distance calculations must be taken from the Canadian Automobile Association (Ontario Motor League) distance booklets. Calculations will originate at consignee departure pick-up point.

### 6. Lessor/Lesee - Responsibilities

(applicable only to bus rentals without drivers)

Unless otherwise stated herein, the following applies:

The Contractor must be responsible for:

- a) Have the bus ready for pick up by DND personnel at the vendor location as specified in the contract
- b) Pick up and return of vehicle for servicing.
- c) Vehicle licensing, permits or exemptions.
- d) Full maintenance due to normal wear and tear.
- e) Replacement of tires and tire repairs.
- f) Provision of snow tires when requested.
- g) Supply of another licensed vehicle of the same type and size to replace a specific vehicle when a unit is taken out of service for repairs for a period greater than twenty-four (24) hours. Down time will be considered when computing the monthly charges.
- h) All warranty servicing. Warranty servicing shall mean the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts. The warranty period shall in no case cover a period of less than twelve (12) months. The warranty service as outlined above shall be made available at any dealer for the make of vehicle rented, within Canada.
- i) must be located or have a satellite location within a 50 km radius of 1 Yukon Lane, Toronto Ontario

DND must be responsible for:

- a) DND personnel responsible for dropping vehicle off at the time of expiry or termination of the contract
- b) Supply of fuel
- c) Returning bus with same level of fuel as when the bus was taken

## **7. Damage/Repair Charges**

(applicable only to bus rentals without drivers)

Prior to proceeding with any damage repairs, a written estimate of total costs must be submitted to DND for authorization to proceed. Invoicing for all damage and repair charges to rented vehicles must be submitted separately and must include all supporting documentation (a copy of the authorization itemizing specific repair work, complete material and labour costs required to complete the repairs).

## **8. Maintenance and Breakdown**

The Offeror is responsible for any cost associated with scheduled and warranty servicing. Scheduled and Warranty servicing means the supply of parts normally provided by the manufacturers warranty, together with labour necessary to install such parts, including items required for scheduled maintenance, such as greasing, oil changes, brake inspections, tire inspections and rotation. The warranty must in no case cover a period less than 12 months. In the even of a long term rental (90 days and +), the Offeror must notify DND in writing at the time of confirmation of call-ups of future schedules of maintenance requirement.

The Offeror must be responsible for full maintenance, service and replacement of rental unit in the event of a breakdown. The Offeror must provide written instruction and a telephone number which can be contacted, should an emergency recovery/repair be required. The Offeror is responsible for any additional cost incurred due to a breakdown, including but not limited to, recovery services.

## **9. Travel Expenses**

Travel expenses will be paid for authorized reasonable and proper travel/living expenses incurred in the performance of work, at cost without any allowance therein for overhead or profit, in accordance with the Treasury Board Travel Directive.

## 10. Toll Charges

407 toll road charges or toll charges incurred while the vehicle is in the possession of DND must not be paid by the contractor, but forwarded to the renting unit pursuant to Section 26(1) of the National Defence Act.

## 11. Key Terms

Term	Description
Charter	<p>The supply of a bus rental with driver or without driver, to be provided by the Offeror.</p> <p>Charges for charters are either a per kilometer charge or a minimum daily charge whichever is greater.</p> <p>In calculating their per kilometer charge offerors are advised that Canada will only pay for those costs for travel from the DND Base in question to the DND destination and return to DND base. In any resultant call-up, Canada will not pay any Offeror for any cost from the offerors depot to the base or from the base to the offerors depot. Offerors must include such cost, if any, as an overhead in their per kilometer rate.</p>
Reporting Charge (Cancellation)	<p>A charge that is to be paid if the bus reports to DND at DND's request but is not used. This charge would be payable from the moment the bus leaves the Offeror's premises. One firm lot price for each incident. Reporting Charge (Cancellation) will not apply if the Offeror is provided with at least twenty-four (24) hours notice of cancellation</p>
Wait Time	<p>Time spent waiting for authorization from the DND service site authority or their designated alternate, except for call-ups for Minimum Daily Charge.</p>
Live Rate	<p>Time in transit with passengers</p>
Deadhead Rate	<p>Charges levied from drop-off point to original pick-up point without passengers</p>
Minimum Daily Charge	<p>The minimum daily charge provided by Offerors will apply to any charter where:</p> <p>a. The amount exceeds the total amount of the per kilometre rate multiplied by the number of kilometres travelled, and</p>

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	b.The total kilometres travelled exceed the kilometres stated under Annex B, 2. Other Daily Rate
Other Daily Rate	This rate is an alternate method of pricing for those requirements that may be too small an amount of kilometres to be charged by price per kilometre, and the minimum daily charge would be too high

## ANNEX B BASIS OF PAYMENT

### Firm Period 1 - October 1, 2013 to September 30, 2014

#### A. School Bus with Driver

##### 1. Standard Rates

Item No	Description	Price per Kilometer		Wait Time (if applicable)	Min. Daily Charge	Reporting Charge (Cancellation)
1	School Bus with Driver	Live \$	Deadhead \$	\$	\$	\$
2	Passenger Capacity of 22 School Bus with Driver	\$	\$	\$	\$	\$
	Passenger Capacity of 47					

##### 2. Other Daily Rate

This rate is an alternate method of pricing for those requirements that may be too small an amount of kilometers to be charged by kilometer, and the daily rate would be too high.

Offerors must state the minimum number of kilometers per call-up request before the per kilometer charge applies. The flat rate for below minimum kilometers will apply to all rentals below the number of kilometers stated.

Minimum kilometers: School Bus - 22 passenger \_\_\_\_\_ kms.  
 School Bus - 47 passenger \_\_\_\_\_ kms.

Flat rate for below minimum kilometers:

School Bus - 22 Passenger \$ \_\_\_\_\_/bus  
 School Bus - 47 Passenger \$ \_\_\_\_\_/bus

#### B. School Bus without Driver

##### 1. Standard Rates

Item No	Description	Price per Kilometer	Min. Daily Charge	Reporting Charge (Cancellation)
1	School Bus without	\$	\$	\$

	Driver			
	Passenger Capacity of 22			
2	School Bus without Driver	\$	\$	\$
	Passenger Capacity of 47			

## 2. Other Daily Rate

This rate is an alternate method of pricing for those requirements that may be too small an amount of kilometers to be charged by kilometer, and the daily rate would be too high.

Offerors must state the minimum number of kilometers per call-up request before the per kilometer charge applies. The flat rate for below minimum kilometers will apply to all rentals below the number of kilometers stated.

Minimum kilometers: School Bus - 22 passenger \_\_\_\_\_ kms.  
 School Bus - 47 passenger \_\_\_\_\_ kms.

Flat rate for below minimum kilometers:

School Bus - 22 Passenger \$ \_\_\_\_\_/bus  
 School Bus - 47 Passenger \$ \_\_\_\_\_/bus

## C. Authorized Travel and Living

Authorized Travel and Living expenses in accordance with Treasury Board Travel Directive in effect at time travel occurs. Current rates are posted on: [http://www.tbs-sct.gc.ca/travel/travel\\_e.html](http://www.tbs-sct.gc.ca/travel/travel_e.html) (Note: travel and living expenses quoted by TB include GST. Need to separate when submitting invoices to DND.

## Option Year 1, Period 2 - October 1, 2014 to September 30, 2015

### A. School Bus with Driver

#### 1. Standard Rates

Item No	Description	Price per Kilometer		Wait Time (if applicable)	Min. Daily Charge	Reporting Charge (Cancellation)
1	School Bus with Driver	Live \$	Deadhead \$	\$	\$	\$
	Passenger Capacity of 22					
2	School Bus	\$	\$	\$	\$	\$



	with Driver					
	Passenger Capacity of 47					

## 2. Other Daily Rate

This rate is an alternate method of pricing for those requirements that may be too small an amount of kilometers to be charged by kilometer, and the daily rate would be too high.

Offerors must state the minimum number of kilometers per call-up request before the per kilometer charge applies. The flat rate for below minimum kilometers will apply to all rentals below the number of kilometers stated.

Minimum kilometers: School Bus - 22 passenger \_\_\_\_\_ kms.  
 School Bus - 47 passenger \_\_\_\_\_ kms.

Flat rate for below minimum kilometers:

School Bus - 22 Passenger \$ \_\_\_\_\_/bus  
 School Bus - 47 Passenger \$ \_\_\_\_\_/bus

## B. School Bus without Driver

### 1. Standard Rates

Item No	Description	Price per Kilometer	Min. Daily Charge	Reporting Charge (Cancellation)
1	School Bus without Driver	\$	\$	\$
2	Passenger Capacity of 22 School Bus without Driver	\$	\$	\$
	Passenger Capacity of 47			

## 2. Other Daily Rate

This rate is an alternate method of pricing for those requirements that may be too small an amount of kilometers to be charged by kilometer, and the daily rate would be too high.

Offerors must state the minimum number of kilometers per call-up request before the per kilometer charge applies. The flat rate for below minimum kilometers will apply to all rentals below the number of kilometers stated.

Minimum kilometers: School Bus - 22 passenger \_\_\_\_\_ kms.  
 School Bus - 47 passenger \_\_\_\_\_ kms.

Flat rate for below minimum kilometers:

School Bus - 22 Passenger \$ \_\_\_\_\_/bus  
 School Bus - 47 Passenger \$ \_\_\_\_\_/bus

### C. Authorized Travel and Living

Authorized Travel and Living expenses in accordance with Treasury Board Travel Directive in effect at time travel occurs. Current rates are posted on: [http://www.tbs-sct.gc.ca/travel/travel\\_e.html](http://www.tbs-sct.gc.ca/travel/travel_e.html) (Note: travel and living expenses quoted by TB include GST. Need to separate when submitting invoices to DND.

### Option Year 2, Period 3 - October 1, 2015 to September 30, 2016

#### A. School Bus with Driver

##### 1. Standard Rates

Item No	Description	Price per Kilometer		Wait Time (if applicable)	Min. Daily Charge	Reporting Charge (Cancellation)
1	School Bus with Driver	Live \$	Deadhead \$	\$	\$	\$
2	Passenger Capacity of 22 School Bus with Driver	\$	\$	\$	\$	\$
	Passenger Capacity of 47					

##### 2. Other Daily Rate

This rate is an alternate method of pricing for those requirements that may be too small an amount of kilometers to be charged by kilometer, and the daily rate would be too high.

Offerors must state the minimum number of kilometers per call-up request before the per kilometer charge applies. The flat rate for below minimum kilometers will apply to all rentals below the number of kilometers stated.

Minimum kilometers: School Bus - 22 passenger \_\_\_\_\_ kms.  
 School Bus - 47 passenger \_\_\_\_\_ kms.

Flat rate for below minimum kilometers:

School Bus - 22 Passenger \$ \_\_\_\_\_/bus

School Bus - 47 Passenger \$\_\_\_\_\_/bus

## B. School Bus without Driver

### 1. Standard Rates

Item No	Description	Price per Kilometer	Min. Daily Charge	Reporting Charge (Cancellation)
1	School Bus without Driver	\$	\$	\$
2	Passenger Capacity of 22 School Bus without Driver	\$	\$	\$
	Passenger Capacity of 47			

### 2. Other Daily Rate

This rate is an alternate method of pricing for those requirements that may be too small an amount of kilometers to be charged by kilometer, and the daily rate would be too high.

Offerors must state the minimum number of kilometers per call-up request before the per kilometer charge applies. The flat rate for below minimum kilometers will apply to all rentals below the number of kilometers stated.

Minimum kilometers: School Bus - 22 passenger \_\_\_\_\_ kms.  
School Bus - 47 passenger \_\_\_\_\_ kms.

Flat rate for below minimum kilometers:

School Bus - 22 Passenger \$\_\_\_\_\_/bus  
School Bus - 47 Passenger \$\_\_\_\_\_/bus

## C. Authorized Travel and Living

Authorized Travel and Living expenses in accordance with Treasury Board Travel Directive in effect at time travel occurs. Current rates are posted on: [http://www.tbs-sct.gc.ca/travel/travel\\_e.html](http://www.tbs-sct.gc.ca/travel/travel_e.html) (Note: travel and living expenses quoted by TB include GST. Need to separate when submitting invoices to DND.

## Option Year 3, Period 4 - October 1, 2017 to September 30, 2018

### A. School Bus with Driver

#### 1. Standard Rates

Item No	Description	Price per Kilometer	Wait Time (if applicable)	Min.	Reporting Charge
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					Daily Charge	(Cancellation)
1	School Bus with Driver	Live \$	Deadhead \$	\$	\$	\$
2	Passenger Capacity of 22 School Bus with Driver	\$	\$	\$	\$	\$
	Passenger Capacity of 47					

## 2. Other Daily Rate

This rate is an alternate method of pricing for those requirements that may be too small an amount of kilometers to be charged by kilometer, and the daily rate would be too high.

Offerors must state the minimum number of kilometers per call-up request before the per kilometer charge applies. The flat rate for below minimum kilometers will apply to all rentals below the number of kilometers stated.

Minimum kilometers: School Bus - 22 passenger \_\_\_\_\_ kms.  
 School Bus - 47 passenger \_\_\_\_\_ kms.

Flat rate for below minimum kilometers:

School Bus - 22 Passenger \$ \_\_\_\_\_/bus  
 School Bus - 47 Passenger \$ \_\_\_\_\_/bus

## B. School Bus without Driver

### 1. Standard Rates

Item No	Description	Price per Kilometer	Min. Daily Charge	Reporting Charge (Cancellation)
1	School Bus without Driver	\$	\$	\$
2	Passenger Capacity of 22 School Bus without Driver	\$	\$	\$
	Passenger Capacity of 47			

## 2. Other Daily Rate

This rate is an alternate method of pricing for those requirements that may be too small an amount of kilometers to be charged by kilometer, and the daily rate would be too high.

Offerors must state the minimum number of kilometers per call-up request before the per kilometer charge applies. The flat rate for below minimum kilometers will apply to all rentals below the number of kilometers stated.

Minimum kilometers: School Bus - 22 passenger \_\_\_\_\_ kms.  
 School Bus - 47 passenger \_\_\_\_\_ kms.

Flat rate for below minimum kilometers:

School Bus - 22 Passenger \$ \_\_\_\_\_/bus  
 School Bus - 47 Passenger \$ \_\_\_\_\_/bus

#### C. Authorized Travel and Living

Authorized Travel and Living expenses in accordance with Treasury Board Travel Directive in effect at time travel occurs. Current rates are posted on: [http://www.tbs-sct.gc.ca/travel/travel\\_e.html](http://www.tbs-sct.gc.ca/travel/travel_e.html) (Note: travel and living expenses quoted by TB include GST. Need to separate when submitting invoices to DND.

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**ANNEX C**  
**QUARTERLY REPORTING FORM**

## ANNEX D 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.

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that

would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. Automobile Liability Insurance**

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 #6b - School Bus 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



## ANNEX E FINANCIAL EVALUATION

For evaluation purposes, a bid price analysis will be performed using firm prices from Annex B - Basis of Payment and estimated usages. The estimated usages are used as a guideline for evaluation purposes and are not a guarantee of actual usage.

### Firm Period 1 - October 1, 2013 to September 30, 2014

#### A. With Driver

Pick-Up Location	22 Passenger School Bus					
	Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)	Other Daily Rate
Oakville	1,040	1,040	10	14	1	1
Unionville	1,040	1,040	10	14	1	1
Georgetown	1,040	1,040	10	14	1	1
Oshawa	1,040	1,040	10	14	1	1
Brampton	1,040	1,040	10	14	1	1
Hamilton	1,040	1,040	10	14	1	1
North York	1,040	1,040	10	14	1	1
Burlington	1,040	1,040	10	14	1	1
Markham	1,040	1,040	10	14	1	1
Metro Toronto (GTA)	36,400	36,400	364	510	36	35
Milton	1,040	1,040	10	14	1	1
Mississauga	1,040	1,040	10	14	1	1
Richmond Hill	1,040	1,040	10	14	1	1
Caledon	1,040	1,040	10	14	1	1
Meaford	1,300	1,300	13	18	1	2
Borden	1,300	1,300	13	18	1	2

Pick-Up Location	47 Passenger School Bus					
	Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)	Other Daily Rate
Oakville	12,480	11,960	650	125	10	30
Unionville	12,480	11,960	650	125	10	30
Georgetown	12,480	11,960	650	125	10	30
Oshawa	12,480	11,960	650	125	10	30
Brampton	12,480	11,960	650	125	10	30
Hamilton	12,480	11,960	650	125	10	30
North York	12,480	11,960	650	125	10	30
Burlington	12,480	11,960	650	125	10	30

Markham	12,480	11,960	650	125	10	30
Metro Toronto (GTA)	436,800	418,600	22,750	4,368	364	1,050
Milton	12,480	11,960	650	125	10	30
Mississauga	12,480	11,960	650	125	10	30
Richmond Hill	12,480	11,960	650	125	10	30
Caledon	12,480	11,960	650	125	10	30
Meaford	15,600	14,950	813	156	13	38
Borden	15,600	14,950	813	156	13	38

**B. Without Driver**

22 Passenger School Bus				
Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)
57,200	57,200	520	728	52

47 Passenger School Bus				
Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)
104,000	104,000	32,500	6,240	520

**Option Year 1, Period 2 - October 1, 2014 to September 30, 2015****A. With Driver**

Pick-Up Location	22 Passenger School Bus					
	Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)	Other Daily Rate
Oakville	1,040	1,040	10	14	1	1
Unionville	1,040	1,040	10	14	1	1
Georgetown	1,040	1,040	10	14	1	1
Oshawa	1,040	1,040	10	14	1	1
Brampton	1,040	1,040	10	14	1	1
Hamilton	1,040	1,040	10	14	1	1
North York	1,040	1,040	10	14	1	1
Burlington	1,040	1,040	10	14	1	1
Markham	1,040	1,040	10	14	1	1
Metro Toronto (GTA)	36,400	36,400	364	510	36	35
Milton	1,040	1,040	10	14	1	1
Mississauga	1,040	1,040	10	14	1	1
Richmond	1,040	1,040	10	14	1	1

Hill						
Caledon	1,040	1,040	10	14	1	1
Meaford	1,300	1,300	13	18	1	2
Borden	1,300	1,300	13	18	1	2

Pick-Up Location	47 Passenger School Bus					
	Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)	Other Daily Rate
Oakville	12,480	11,960	650	125	10	30
Unionville	12,480	11,960	650	125	10	30
Georgetown	12,480	11,960	650	125	10	30
Oshawa	12,480	11,960	650	125	10	30
Brampton	12,480	11,960	650	125	10	30
Hamilton	12,480	11,960	650	125	10	30
North York	12,480	11,960	650	125	10	30
Burlington	12,480	11,960	650	125	10	30
Markham	12,480	11,960	650	125	10	30
Metro Toronto (GTA)	436,800	418,600	22,750	4,368	364	1,050
Milton	12,480	11,960	650	125	10	30
Mississauga	12,480	11,960	650	125	10	30
Richmond Hill	12,480	11,960	650	125	10	30
Caledon	12,480	11,960	650	125	10	30
Meaford	15,600	14,950	813	156	13	38
Borden	15,600	14,950	813	156	13	38

**B. Without Driver**

22 Passenger School Bus				
Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)
57,200	57,200	520	728	52

47 Passenger School Bus				
Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)
104,000	104,000	32,500	6,240	520

**Option Year 2, Period 3 - October 1, 2015 to September 30, 2016****A. With Driver**

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WN536-140074

TOR-3-36117

Pick-Up Location	22 Passenger School Bus					
	Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)	Other Daily Rate
Oakville	1,040	1,040	10	14	1	1
Unionville	1,040	1,040	10	14	1	1
Georgetown	1,040	1,040	10	14	1	1
Oshawa	1,040	1,040	10	14	1	1
Brampton	1,040	1,040	10	14	1	1
Hamilton	1,040	1,040	10	14	1	1
North York	1,040	1,040	10	14	1	1
Burlington	1,040	1,040	10	14	1	1
Markham	1,040	1,040	10	14	1	1
Metro Toronto (GTA)	36,400	36,400	364	510	36	35
Milton	1,040	1,040	10	14	1	1
Mississauga	1,040	1,040	10	14	1	1
Richmond Hill	1,040	1,040	10	14	1	1
Caledon	1,040	1,040	10	14	1	1
Meaford	1,300	1,300	13	18	1	2
Borden	1,300	1,300	13	18	1	2

Pick-Up Location	47 Passenger School Bus					
	Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)	Other Daily Rate
Oakville	12,480	11,960	650	125	10	30
Unionville	12,480	11,960	650	125	10	30
Georgetown	12,480	11,960	650	125	10	30
Oshawa	12,480	11,960	650	125	10	30
Brampton	12,480	11,960	650	125	10	30
Hamilton	12,480	11,960	650	125	10	30
North York	12,480	11,960	650	125	10	30
Burlington	12,480	11,960	650	125	10	30
Markham	12,480	11,960	650	125	10	30
Metro Toronto (GTA)	436,800	418,600	22,750	4,368	364	1,050
Milton	12,480	11,960	650	125	10	30
Mississauga	12,480	11,960	650	125	10	30
Richmond Hill	12,480	11,960	650	125	10	30
Caledon	12,480	11,960	650	125	10	30
Meaford	15,600	14,950	813	156	13	38

Borden	15,600	14,950	813	156	13	38
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**B. Without Driver**

22 Passenger School Bus				
Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)
57,200	57,200	520	728	52

47 Passenger School Bus				
Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)
104,000	104,000	32,500	6,240	520

**Option Year 3, Period 4 - October 1, 2017 to September 30, 2018****A. With Driver**

Pick-Up Location	22 Passenger School Bus					
	Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)	Other Daily Rate
Oakville	1,040	1,040	10	14	1	1
Unionville	1,040	1,040	10	14	1	1
Georgetown	1,040	1,040	10	14	1	1
Oshawa	1,040	1,040	10	14	1	1
Brampton	1,040	1,040	10	14	1	1
Hamilton	1,040	1,040	10	14	1	1
North York	1,040	1,040	10	14	1	1
Burlington	1,040	1,040	10	14	1	1
Markham	1,040	1,040	10	14	1	1
Metro Toronto (GTA)	36,400	36,400	364	510	36	35
Milton	1,040	1,040	10	14	1	1
Mississauga	1,040	1,040	10	14	1	1
Richmond Hill	1,040	1,040	10	14	1	1
Caledon	1,040	1,040	10	14	1	1
Meaford	1,300	1,300	13	18	1	2
Borden	1,300	1,300	13	18	1	2

Pick-Up Location	47 Passenger School Bus					
	Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge	Other Daily Rate

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

WN536-140074/A

tor033

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

WN536-140074

TOR-3-36117

					(Cancellation)	
Oakville	12,480	11,960	650	125	10	30
Unionville	12,480	11,960	650	125	10	30
Georgetown	12,480	11,960	650	125	10	30
Oshawa	12,480	11,960	650	125	10	30
Brampton	12,480	11,960	650	125	10	30
Hamilton	12,480	11,960	650	125	10	30
North York	12,480	11,960	650	125	10	30
Burlington	12,480	11,960	650	125	10	30
Markham	12,480	11,960	650	125	10	30
Metro Toronto (GTA)	436,800	418,600	22,750	4,368	364	1,050
Milton	12,480	11,960	650	125	10	30
Mississauga	12,480	11,960	650	125	10	30
Richmond Hill	12,480	11,960	650	125	10	30
Caledon	12,480	11,960	650	125	10	30
Meaford	15,600	14,950	813	156	13	38
Borden	15,600	14,950	813	156	13	38

**B. Without Driver**

22 Passenger School Bus				
Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)
57,200	57,200	520	728	52

47 Passenger School Bus				
Live (km)	Deadhead (km)	Wait Time (hrs)	Minimum Daily Charge	Reporting Charge (Cancellation)
104,000	104,000	32,500	6,240	520