

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3**

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/Travaux
publics et Services gouvernementaux Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3

Title - Sujet Highway Coaches with Operators	
Solicitation No. - N° de l'invitation W0127-13P016/A	Date 2013-12-03
Client Reference No. - N° de référence du client DND	GETS Ref. No. - N° de réf. de SEAG PW-\$CAL-130-6162
File No. - N° de dossier CAL-3-36075 (130)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-07	Time Zone Fuseau horaire Mountain Standard Time MST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Gong, Jenny	Buyer Id - Id de l'acheteur cal130
Telephone No. - N° de téléphone (403)292-5768 ()	FAX No. - N° de FAX (403)292-5786
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Attn Bldg 187 PO Box 10500 Stn Forces EDMONTON Alberta T5J4J5 Canada	
Security - Sécurité 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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Solicitation No. - N° de l'invitation

W0127-13P016/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal130

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

CAL-3-36075

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

2. Summary

A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide 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 one year period, with two (2) additional one year option periods.

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

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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

offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

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)."

Historical date items are available below. Estimated quantity of requests from November 2013 to August 2013 are as follow:

Number of Call ups: 32

Number of Motor Coaches/Highway Cruisers: 200

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] and the Guidelines on the Proactive Disclosure of Contracts [<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676§ion=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 (one hard copy)
 Section II: Financial Offer (one hard copy)
 Section III: Certifications (one hard copy)

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

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

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

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

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

The Offeror must demonstrate in their bid how they meet the work in accordance with the Statement of Work at Annex "A".

1.2 Financial Evaluation

The quantities as shown in Annex "B" are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

1.2.1 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.

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

2. Basis of Selection

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

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.
- (b) the second Standing Offer authorized for use, will be issued to the responsive Offeror who has the second lowest evaluated offer price.

If more than two (2) responsive offers have 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.
- (b) the second Standing Offer authorized for use, will be issued to the responsive Offeror who has the second lowest evaluated offer price.

- (c) the third Standing Offer authorized for use, will be issued to the responsive Offeror who has the third lowest evaluated offer price.

If only one (1) responsive offer is received, one (1) standing offer will be authorized for use.

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.hrsdc.gc.ca/eng/labour/index.shtml)" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from [HRSDC-Labour's website](http://www.hrsdc.gc.ca/eng/labour/index.shtml).

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.hrsdc.gc.ca/eng/labour/index.shtml)" 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

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids 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 bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 2 of clause A3050T.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Insurance Requirements

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

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 one year.

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 two (2) one (1) year period, 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 thirty (30) days 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 for the Standing Offer is:

Jenny Gong
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
1650, 635-8th Avenue, SW,
Calgary, AB, T2P 3M3

Telephone: 403-292-5768
Facsimile: 403-292-5786
E-mail address: jenny.gong@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: (TBD)

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

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] 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.

8. Call-up Procedures**8.1 Right of First Refusal Basis:**

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

If rank#1 Standing Offer 001 is able to meet the requirement, a call-up will be issued to Standing Offer 001. If that Offer 001 is unable to meet the requirement, the identified user will contact rank#2 Standing Offer 002. If Standing Offer 001 and 002 are unable to meet the requirement, the identified user will contact rank#3 Standing Offer 003 to fulfill the need.

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 \$100,000.00 (Applicable Taxes included).

11. Priority of Documents

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

- a) the 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 _____.

12. Certifications**12.1 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.

12.2 SACC Manual Clauses

M3060C (2008-05-12) Canadian Content Certification

M3800C (2006-08-15) Estimates

13. 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] of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ as indicated in Call-up. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.2 Single Payment

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

5.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
 A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
 C0710C (2007-11-30), Time and Contract Price Verification
 C0711C (2008-05-12), Time Verification

6. Invoicing Instructions

6.1. 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 call up against SO & any other documents as specified in the result of Contract

6.2. 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

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

A9049C (2011-05-16), Vehicle Safety

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

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. The service is from DND Base Edmonton, AB to Training Areas for exercise in:

- a. **Alberta:** Wainwright, Suffield, Cold Lake, and Edmonton International Airport; or
- b. **Saskatchewan:** Dundurn; or
- c. **Manitoba:** Shilo; or
- d. **British Columbia:** Chilcotin, Vancouver, Vernon and Chilliwack.

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

2. Offeror Responsibilities

- 2.1 Must be able to provide from as many as three (3) motor coaches/highway cruisers (40 passenger and above) with operator at any one time with 24 hours notice; and up to twenty (20) motor coaches/highway cruisers with operator required at one any time with 5 days notice.
- 2.2 The Offeror must have the required licences and operations in accordance with all provincial and federal government's industry related laws, regulations and standards.
- 2.3 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.
- 2.4 All drivers must be fully qualified to operate the equipment.
- 2.5 All unserviceable motor coaches/highway cruisers will be replaced within a reasonable time frame by an equivalent motorcoach/highway cruiser or better, at no extra charge to DND. Any additional costs encountered due to motorcoach/highway cruiser breakdown, will be the responsibility of the Offeror.
- 2.6 The Offeror is fully responsible for all maintenance on the motorcoaches/highway cruisers
- 2.7 Motorcoaches/highway cruisers are to be fully equipped with required safety devices (e.g., fire extinguishers and first aid kits).
- 2.8 All fuel, maintenance and qualified drivers are to be provided by the Offeror.
- 2.9 Proof of an operating license shall be provided on request.
- 2.10 No cost shall be incurred by DND for travel from the Offeror location to the Base in Edmonton at the beginning of the call-up.

3. Notices

- 3.1 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.
- 3.2 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.
- 3.3 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.

ANNEX "B"

BASIS OF PAYMENT

1. All inclusive prices (including fuel surcharge if applicable) must be submitted as outlined below in accordance with Annex "A" - Statement of Work.
2. Prices must be submitted for all line items.
3. Prices will remain firm for the periods as outlined below.
4. Applicable Taxes is not to be included in the prices shown but will be added to any invoices as a separate line item.
5. 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.

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)
- Accommodation - 30 days or less
[Http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx](http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx)

6. 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.
7. Loaded Rates = with passengers
Deadhead Rates = without passengers
8. The quantities as shown in Annex "B" are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.
9. Historical date items are available below. Estimated quantity of requests from November 2013 to August 2013 are as follow:

Number of Call up: 32

Number of Motor Coaches/Highway Cruisers: 200

A. Standing Offer Period - from date of Standing Offer issuance 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 70 km				
	(a)Loaded	120	hour	\$_____/hour	\$_____
	(b)Deadhead	120	hour	\$_____/hour	\$_____
2	Firm Rates per Kilometer (one Operator) for distances between 70 km - 300 km				
	(a)Loaded	7,000	km	\$_____/km	\$_____
	(b)Deadhead	7,000	km	\$_____/km	\$_____
3	Firm Rates per Kilometer (one Operator) for distances over 300 km				
	(a)Loaded	30,000	km	\$_____/km	\$_____
	(b)Deadhead	30,000	km	\$_____/km	\$_____
4	Additional Operator (upon written request or approval of DND) for distances over 300km				
	(a)Loaded	7,000	km	\$_____/km	\$_____
	(b)Deadhead	7,000	km	\$_____/km	\$_____
5	Waiting time after the first free waiting hour	16	hour	\$_____/hour	\$_____
6	Cancellation fee with less than three (3) hours notice.	2	cancellation	\$_____/cancellation	\$_____
A. Total for Standing Offer Period - from date of Standing Offer for twelve Month Period - Year 1 (GST EXTRA)					\$_____

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 70 km				
	(a) Loaded	120	hour	\$_____/hour	\$_____
	(b) Deadhead	120	hour	\$_____/hour	\$_____
2	Firm Rates per Kilometer (one Operator) for distances between 70 km - 300 km				
	(a) Loaded	7000	km	\$_____/km	\$_____
	(b) Deadhead	7000	km	\$_____/km	\$_____
3	Firm Rates per Kilometer (one Operator) for distances over 300 km				
	(a) Loaded	30,000	km	\$_____/km	\$_____
	(b) Deadhead	30,000	km	\$_____/km	\$_____
4	Additional Operator (upon written request or approval of DND) for distances over 300km				
	(a) Loaded	7000	km	\$_____/km	\$_____
	(b) Deadhead	7000	km	\$_____/km	\$_____
5	Waiting time after one (1) hour at no charge.	16	hour	\$_____/hour	\$_____
6	Cancellation fee with less than three (3) hours notice.	2	cancellation	\$_____/cancellation	\$_____
B. Total for Standing Offer Period - Year 2 (GST EXTRA)					\$_____

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 70 km				
	(a) Loaded	120	hour	\$_____/hour	\$_____
	(b) Deadhead	120	hour	\$_____/hour	\$_____
2	Firm Rates per Kilometer (one Operator) for distances between 70 km - 300 km				
	(a) Loaded	7000	km	\$_____/km	\$_____
	(b) Deadhead	7000	km	\$_____/km	\$_____
3	Firm Rates per Kilometer (one Operator) for distances over 300 km				
	(a) Loaded	30,000	km	\$_____/km	\$_____
	(b) Deadhead	30,000	km	\$_____/km	\$_____
4	Additional Operator (upon written request or approval of DND) for distances over 300km				
	(a) Loaded	7000	km	\$_____/km	\$_____
	(b) Deadhead	7000	km	\$_____/km	\$_____
5	Waiting time after one (1) hour at no charge.	16	hour	\$_____/hour	\$_____
6	Cancellation fee with less than three (3) hours notice.	2	cancellation	\$_____/cancellation	\$_____
C. Standing Offer Period - Year 3 (GST EXTRA)					\$_____

Solicitation No. - N° de l'invitation

W0127-13P016/A

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-3-36075

Buyer ID - Id de l'acheteur

cal130

CCC No./N° CCC - FMS No/ N° VME

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

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

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

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

Solicitation No. - N° de l'invitation

W0127-13P016/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal130

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

CAL-3-36075

ANNEX "D"**STANDING OFFER USAGE REPORT****Return to:**

Facsimile: (403) 292-5786

Email: WST-PA-CAL@pwgsc-tpsgc.gc.ca

The usage reports must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

SUPPLIER:**STANDING OFFER NO:**

W0127-13P016

DEPARTMENT OR AGENCY:

The Department of National Defence, Edmonton, AB.

REPORTING PERIOD: ☐ January 1 to March 31☐ July 1 to September 30☐ April 1 to June 30☐ October 1 to December 31

Call-up No.	Description	Value of each call-up (GST included)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Total Dollar Value Call-ups for this reporting period:	
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NIL REPORT: We have not done any business with the federal government for this period ☐

PREPARED BY: _____ NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____ DATE: _____