



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

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

**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 - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Title - Sujet RISO - School Bus Rentals	
Solicitation No. - N° de l'invitation W642T-13TN02/B	Date 2014-02-04
Client Reference No. - N° de référence du client DND	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-080-8888
File No. - N° de dossier WPG-3-36117 (080)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-20	
Time Zone Fuseau horaire Central Standard Time CST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Almonte, Cathleen	Buyer Id - Id de l'acheteur wpg080
Telephone No. - N° de téléphone (204)984-6664 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Transport Section Building 136 CFB Wainwright Denwood Alberta TOB1B0 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

W642T-13TN02/B

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-3-36117

Buyer ID - Id de l'acheteur

wpg080

CCC No./N° CCC - FMS No/ N° VME

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REGIONAL INDIVIDUAL STANDING OFFER SCHOOL BUS RENTALS WITH AND WITHOUT OPERATORS

This bid solicitation cancels and supersedes previous bid solicitation number W642T/13TN02/A dated October 24, 2013 with a closing of November 12, 2013 at 14:00 CST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.0 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 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.

2.0 Summary

For the provision of all labour, materials, tools, equipment, transportation and supervision necessary for school bus services with and without operator, having a seating capacity of 40 passengers and above as detailed herein for the Department of National Defence (DND), CFB/ASU Wainwright, Denwood, Alberta, on an "as and when required" basis.

The period of the Standing Offer Agreement (SOA) is from date of issuance of a SOA to 28 February 2017. Work shall be completed in accordance with the Statement of Work and terms and conditions specified herein.

The requirement is limited to Canadian goods and/or services.

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).

3.0 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

1.0 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.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

M0220T (2013-04-25), Evaluation of Price

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

2.0 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.

3.0 Former Public Servant

Former Public Servant - Competitive Requirements

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.

4.0 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.

5.0 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

1.0 Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copy)
Section II: Certifications (1 hard copy)

PRICES MUST APPEAR IN THE FINANCIAL OFFER ONLY. NO PRICES MUST BE INDICATED IN ANY OTHER SECTION OF THE OFFER.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors 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: Financial Offer

Offerors must submit their financial offer in accordance with 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 II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.0 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 Financial Evaluation

M0220T (2010-01-11), Evaluation of Price (CDN)

Offerors are requested to fill out:

- Part A: School Bus Services with Operator; **OR**
- Part B: School Bus Services Without Operator; **OR**
- Part A **and** Part B

Financial offers will be assessed as follows:

Part A: School Bus Services with Operator:

STEP 1: For each line item, Firm Unit Price x Estimated Quantity = Extended Price
 STEP 2: Aggregate of Extended Price = Subtotal
 STEP 3: Subtotal (i) + Subtotal (ii) + Subtotal (iii) = Evaluated Offer

Part B: School Bus Services Without Operator:

LEGEND:

A = Firm Monthly Rental Rate
 X = Estimated Monthly Usage of Kilometers/Month/Bus
 Y = Number of Free Kilometers/Month/Bus
 Z = Rate for Exceeding Free Kilometers
 B = Estimated Quantity of Rental Months

STEP 1: ITEM 1 - IF: $X > Y$ THEN

- $(X - Y) * Z = C$
- $(C + A) * B = \text{Extended Price}$

IF: $X < Y$ THEN

- $A * B = \text{Extended Price}$

STEP 2: ITEMS 2 and 3 - Firm Unit Rate x Estimated Quantity = Extended Price

STEP 3: Aggregate of Extended Price = Subtotal

STEP 4: Subtotal (i) + Subtotal (ii) + Subtotal (iii) = Evaluated Offer

Example of calculation of Part B, Item 1:IF: $X > Y$ THEN

- $(2500 - 2000 \text{ free km/month/bus}) * \$0.25 \text{ rate for exceeding free kilometers} = \125.00
- $(\$125 + \$1000.00/\text{month rental rate}) * 40 = \$45,000.00$

IF: $X < Y$ THEN

- $\$1000.00/\text{month rental rate} * 40 = \$40,000.00$

2.0 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 for will be recommended for issuance of a standing offer. However, should it be in the best interest of the Crown to do so, the requirement may be issued to one (1) or more Suppliers.

It is anticipated that a maximum of four (4) Standing Offers (up to two for Part A: School Bus Services with Operator and up to 2 for Part B: School Bus Services without Operator) may result from this Request for Standing Offer. The second standing offer for Part A and/or Part B will only be issued if the total evaluated offer is within 15% of the first ranked offer.

If more than one (1) responsive has been received for either Part A and/or Part B, the Standing Offers will be issued as follows:

1. The lowest responsive offer for Part A and/or Part B will be Ranked #1 and issued 60% of the total estimated expenditure.
2. The second lowest responsive offer for Part A and/or Part B will be Ranked #2 and issued 40% of the total estimated expenditure.

PART 5 - CERTIFICATIONS

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

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

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

1.0 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.

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.

2.0 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

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

2.1.2 This procurement is limited to Canadian services. The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T. For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**A. STANDING OFFER****1.0 Offer**

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

2.0 Security Requirement

There is no security requirement applicable to this Standing Offer.

3.0 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in **Annex "E"**. 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 three (3) calendar days after the end of the reporting period.

4.0 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 issuance of a SOA to 28 February 2017.

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Buyer ID - Id de l'acheteur

wpg080

CCC No./N° CCC - FMS No/ N° VME

5.0 Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Cathleen Almonte, *B. Comm. (Hons.)*
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Suite 100-167 Lombard Avenue
P.O. Box 1408
Winnipeg, MB R2H 2S2

Telephone No.: (204) 984-6664

Facsimile No.: (204) 983-7796

E-mail address: cathleen.almonte@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 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: _____

6.0 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) 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.

7.0 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence.

8.0 Call-up Procedures

Due to the nature of this requirement, call-ups will be made with an attempt to best meet client needs and may be influenced by the following guidelines:

- availability of vendor
- adequate funding - Offeror Ranked #1 will be allocated 60% of the total estimated expenditure, Offeror Ranked #2 will be allocated 40% of the total estimated expenditure

9.0 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.

10.0 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

11.0 Financial Limitation - Total

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

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

12.0 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);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Insurance Requirements;
- i) the Offeror's offer dated _____.

13.0 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

14.0 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.

15.0 SACC Manual Clauses

M3000C (2006-08-15), Price Lists

M3800C (2006-08-15), Estimates

B. RESULTING CONTRACT CLAUSES

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

1.0 Statement of Work

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

2.0 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.

3.0 Term of Contract

3.1 Period of the Contract

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

4.0 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) 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.

5.0 Payment

5.1 Basis of Payment - Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s) as specified in Annex B for a cost of \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

5.3 SACC Manual Clauses

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

5.4 Payment by Credit Card

The following credit cards are accepted: TBD

6.0 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 release document and any other documents as specified in the Contract;
- (c) 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.

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7.0 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.

8.0 SACC Manual Clauses

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

G6001C (2008-12-12), Vehicles - Long Term Lease

Statement of Work**ANNEX A****1. Requirement**

A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, material, tools, equipment and supervision necessary for school bus services with and without operator, having a seating capacity of 40 passengers and above, as required by the Department of National Defence (DND), Canadian Forces Base (CFB) Wainwright located at Wainwright, AB.

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

2. Services to be Performed

The Offeror will be responsible for transporting DND personnel from CFB/ASU Wainwright to the Wainwright training area. The training area is mostly non-paved roads (gravel roads) with a few grass covered trails and bivouac sites.

The school bus(es) will be used to supplement DND fleet during:

- Peak periods;
- Visiting unit requirements; and
- Major exercises.

The Offeror will be responsible for the delivery and pick-up of the school bus(es) without operator as requested by DND.

The Offeror must be able to supply four (4) school buses with operator within four (4) hours from the time of call-up. Notice of at least five (5) days will be given to the Offeror if more than four (4) school buses with operators are required at once. The Offeror must report to CFB/ASU Transport Bldg 136 at the time of their arrival on-site.

If DND cancels the request for the school bus(es) after the school bus(es) have departed the Offeror's location, the Offeror will charge the one time cancellation fee, per unit that was called-up.

3. Licensing

The Offeror is responsible for making sure all school buses are properly licensed and insured by the Public Vehicles Act and the regulations there under, and all other acts governing the Public Transport Act for school buses. Canada reserves the right to inspect and/or reject the Offeror's equipment if found to be neglected or in poor working condition (i.e. bald tires, in need of repair, leaky hydraulics, etc.), or does not meet applicable provincial/federal standards for such vehicles.

Canada also reserves the right to seek proof of applicable licensing from operators supplied and reject any operators who do not meet all applicable provincial licensing requirements.

4. Maintenance

The Offeror is responsible for the maintenance and repairs associated with routine scheduled maintenance of all school buses offered and will be at no extra cost to Canada. The school buses must be equipped with proper safety devices, i.e. fire extinguishers, axes, first aid kits, etc.

5. Inspection

All school buses are to undergo an acceptance inspection by the DND personnel prior to using. School buses being offered must not be older than fifteen (15) years old.

An acceptance inspection form for the school bus(es) being offered will be completed jointly by the Offeror and the DND Call-up Authority or delegated representative. The form will indicate the condition of the school bus upon commencement of the rental and will be signed by both parties. School buses that fail the acceptance inspection will be rejected by the Call-up Authority and another school bus meeting the same requirements as stated is to be provided by the Offeror.

At the end of the rental period, the Offeror and the DND Call-up Authority will again conduct a inspection using the same form indicating any damage that occurred during the rental period and will be signed by both parties.

6. Mechanical Breakdown

In the event of a mechanical breakdown and the school bus is rented without an operator, the Offeror will be responsible for dispatching a licensed mechanic and mobile service unit to perform repairs as required. If repairs can't be performed within eight (8) hours of notification by the Call-up Authority, the Offeror is to send a replacement school bus meeting the same requirements as stated, to the breakdown location immediately at no extra cost to Canada.

If there is a mechanical breakdown when the school bus is rented with a operator, the operator will be responsible for contacting the Offeror and making the necessary arrangements for repairs or sending a replacement school bus.

If the mechanical breakdown is caused by the negligence or carelessness of employees of Canada and a school bus is still required, another call-up will be issued by the Call-up Authority for the replacement school bus. All expenses incurred to get the replacement school bus to the location required, will be at a extra cost to Canada.

7. Lost Time

When the school bus is rented without a operator, Canada is responsible for loss and damage to the school bus supplied under a call up to this Standing Offer during the rental period if caused by the negligence or carelessness of employees of Canada and recorded to the extent that the loss or damage is not the result of an Act of God (unforeseen naturally occurring events like fires, floods, weather conditions) or normal wear and tear.

Canada will obtain a written estimate for the repairs and in consultation with the Offeror, decide where the repairs are to be performed. If the Offeror decides to have the damage repaired at a place of its choice and the cost of said repairs is higher then the estimate obtained, Canada will only pay the lesser amount.

If the vehicle has been damaged due to the negligence or carelessness of employees of Canada, lost time will be considered based on the rental rate and negotiated between the Standing Offer Authority, the Offeror and DND.

Once the value of the repairs has been established, the vendor will invoice DND for the agreed amount. Invoices shall include copies of the estimates and the actual repair invoices.

Statement of Work**ANNEX A****Regional Individual Standing Offer for School Bus Services with and without Operators****1. Services to be Performed**

The Offeror will be responsible for transporting DND personnel from CFB Wainwright to the Wainwright training area. The training area is mostly non-paved roads (gravel roads) with a few grass covered trails and bivouac sites.

The school bus(es) will be used to supplement DND fleet during:

- Peak periods;
- Visiting unit requirements; and
- Major exercises.

The Offeror will be responsible for the delivery and pick-up of the school bus(es) without operator as requested by DND.

The Offeror must be able to supply four (4) school buses with operator within four (4) hours from the time of call-up. Notice of at least five (5) days will be given to the Offeror if more than four (4) school buses with operators are required at once. The Offeror must report to CFB/ASU Transport Bldg 670 at the time of their arrival on-site.

If DND cancels the request for the school bus(es) after the school bus(es) have departed the Offeror's location, the Offeror will charge the one time cancellation fee, per unit that was called-up.

2. Licensing

The Offeror is responsible for making sure all school buses are properly licensed and insured by the Public Vehicles Act and the regulations there under, and all other acts governing the Public Transport Act for school buses. Canada reserves the right to inspect and/or reject the Offeror's equipment if found to be neglected or in poor working condition (i.e. bald tires, in need of repair, leaky hydraulics, etc.), or does not meet applicable provincial/federal standards for such vehicles.

Canada also reserves the right to seek proof of applicable licensing from operators supplied and reject any operators who do not meet all applicable provincial licensing requirements.

3. Maintenance

The Offeror is responsible for the maintenance and repairs associated with routine scheduled maintenance of all school buses offered and will be at no extra cost to Canada. The school buses must be equipped with proper safety devices, i.e. fire extinguishers, axes, first aid kits, etc.

4. Inspection

All school buses are to undergo an acceptance inspection by the DND personnel prior to using. School buses being offered must not be older than fifteen (15) years old.

An acceptance inspection form for the school bus(es) being offered will be completed jointly by the Offeror and the DND Call-up Authority or delegated representative. The form will indicate the condition of the

school bus upon commencement of the rental and will be signed by both parties. School buses that fail the acceptance inspection will be rejected by the Call-up Authority and another school bus meeting the same requirements as stated is to be provided by the Offeror.

At the end of the rental period, the Offeror and the DND Call-up Authority will again conduct a inspection using the same form indicating any damage that occurred during the rental period and will be signed by both parties.

5. Mechanical Breakdown

In the event of a mechanical breakdown and the school bus is rented without an operator, the Offeror will be responsible for dispatching a licensed mechanic and mobile service unit to perform repairs as required. If repairs can't be performed within eight (8) hours of notification by the Call-up Authority, the Offeror is to send a replacement school bus meeting the same requirements as stated, to the breakdown location immediately at no extra cost to Canada.

If there is a mechanical breakdown when the school bus is rented with a operator, the operator will be responsible for contacting the Offeror and making the necessary arrangements for repairs or sending a replacement school bus.

If the mechanical breakdown is caused by the negligence or carelessness of employees of Canada and a school bus is still required, another call-up will be issued by the Call-up Authority for the replacement school bus. All expenses incurred to get the replacement school bus to the location required, will be at extra cost to Canada.

6. Lost Time

When the school bus is rented without an operator, Canada is responsible for loss and damage to the school bus supplied under a call up to this Standing Offer during the rental period if caused by the negligence or carelessness of employees of Canada and recorded to the extent that the loss or damage is not the result of an Act of God (unforeseen naturally occurring events like fires, floods, weather conditions) or normal wear and tear.

Canada will obtain a written estimate for the repairs and in consultation with the Offeror, decide where the repairs are to be performed. If the Offeror decides to have the damage repaired at a place of its choice and the cost of said repairs is higher then the estimate obtained, Canada will only pay the lesser amount.

If the vehicle has been damaged due to the negligence or carelessness of employees of Canada, lost time will be considered based on the rental rate and negotiated between the Standing Offer Authority, the Offeror and DND.

Once the value of the repairs has been established, the vendor will invoice DND for the agreed amount. Invoices shall include copies of the estimates and the actual

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Basis of Payment

ANNEX B

It is **MANDATORY** that Offerors submit firm, all inclusive prices/rates for the period of the proposed Standing Offer Agreement.

THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE OFFEROR'S FINANCIAL PROPOSAL.

Offerors shall provide offers as per unit of issue requested. It is the responsibility of the offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Offerors' offer shall be changed to reflect the quantities stated in the RFSO. The quantities specified below are provided for evaluation purposes only.

Rates quoted must remain firm for the period of the Standing Offer Agreement. Rates **MUST** include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice.

Payment will be made in accordance with the following pricing.

Canada reserves the right to issue up to two (2) separate Standing Offers for Part A and up to two (2) separate Standing Offers for Part B.

Offerors are requested to fill out:

- Part A: School Bus Services with Operator; **OR**
- Part B: School Bus Services Without Operator; **OR**
- Part A **and** Part B

PART A : SCHOOL BUS SERVICES WITH OPERATOR

Standing Offer Period: date of issuance - 28 February 2015 Firm Unit Pricing, GST Extra (if applicable)					
Item No.	Description	Unit of Issue	Est. Qty.	Firm Unit Price	Extended Price
1	Flat rate charge from place of business to CFB Wainwright and return	trip	35	\$	\$
2	Hourly rates for runs within CFB Wainwright	hour	300	\$	\$
3	Hourly rate for waiting time after free waiting time of _____ hour(s)	hour	25	\$	\$
4	Cancellation fee for less than three (3) hours notice	lot	1	\$	\$
Subtotal (i)					\$

Standing Offer Period: 01 March 2015 - 29 February 2016 Firm Unit Pricing, GST Extra (if applicable)					
Item No.	Description	Unit of Issue	Est. Qty.	Firm Unit Price	Extended Price
1	Flat rate charge from place of business to CFB Wainwright and return	trip	35	\$	\$
2	Hourly rates for runs within CFB Wainwright	hour	300	\$	\$
3	Hourly rate for waiting time after free waiting time of _____ hour(s)	hour	25	\$	\$
4	Cancellation fee for less than three (3) hours notice	lot	1	\$	\$
Subtotal (ii)					\$

Standing Offer Period: 01 March 2016 - 28 February 2017 Firm Unit Pricing, GST Extra (if applicable)					
Item No.	Description	Unit of Issue	Est. Qty.	Firm Unit Price	Extended Price
1	Flat rate charge from place of business to CFB Wainwright and return	trip	35	\$	\$
2	Hourly rates for runs within CFB Wainwright	hour	300	\$	\$
3	Hourly rate for waiting time after free waiting time of _____ hour(s)	hour	25	\$	\$
4	Cancellation fee for less than three (3) hours notice	lot	1	\$	\$
Subtotal (iii)					\$

TOTAL EVALUATED OFFER FOR PART A: Subtotal (i) + (ii) + (iii) = \$ _____

PART B - SCHOOL BUS RENTAL WITHOUT OPERATOR

Standing Offer Period: date of issuance - 28 February 2015					
Firm Unit Pricing, GST Extra (if applicable)					
Item No.	Description	Unit of Issue	Est. Qty.	Firm Unit Price	Extended Price
1	Monthly Rental for School Bus <u>without</u> Operator in accordance with the Statement of Work in Annex A.	month	40 <i>Approx. 8 buses for up to 5 month each, 1 time a year = 40 rental months</i> <i>Approximately 2,500 km/month/bus</i>	\$	\$
2	Delivery / Pick-up Charge (one-way). Must be upon written request by the Call-Up Authority.	trip	16	\$	\$
4	Cancellation fee for less than three (3) hours notice	lot	1	\$	\$
Subtotal (i)					\$

Standing Offer Period: 01 March 2015 - 28 February 2016					
Firm Unit Pricing, GST Extra (if applicable)					
Item No.	Description	Unit of Issue	Est. Qty.	Firm Unit Price	Extended Price
1	Monthly Rental for School Bus <u>without</u> Operator in accordance with the Statement of Work in Annex A.	month	40 <i>Approx. 8 buses for up to 5 month each, 1 time a year = 40 rental months</i> <i>Approximately 2,500 km/month/bus</i>	\$	\$
2	Delivery / Pick-up Charge (one-way). Must be upon written request by the Call-Up Authority.	trip	16	\$	\$
4	Cancellation fee for less than three (3) hours notice	lot	1	\$	\$
Subtotal (ii)					\$

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Standing Offer Period: 01 March 2016 - 28 February 2017 Firm Unit Pricing, GST Extra (if applicable)					
Item No.	Description	Unit of Issue	Est. Qty.	Firm Unit Price	Extended Price
1	Monthly Rental for School Bus <u>without</u> Operator in accordance with the Statement of Work in Annex A.	month	40 <i>Approx. 8 buses for up to 5 month each, 1 time a year = 40 rental months</i> <i>Approximately 2,500 km/month/bus</i>	\$	\$
2	Delivery / Pick-up Charge (one-way). Must be upon written request by the Call-Up Authority.	trip	16	\$	\$
4	Cancellation fee for less than three (3) hours notice	lot	1	\$	\$
Subtotal (iii)					\$

TOTAL EVALUATED OFFER FOR PART B: Subtotal (i) + (ii) + (iii) = \$ _____

Insurance Requirements**ANNEX C****1.0 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2.0 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 #6c - Public Passenger Vehicles Endorsement

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- (g) 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

3.0 Short Term Lease

For vehicles rented by federal government employees, while travelling on official government business, for a period of less than 31 days, the Contractor must insert as lessee, Canada, as presented by Department of National Defence

