

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet BUS CHARTER	
Solicitation No. - N° de l'invitation E6VIC-140010/A	Date 2014-06-09
Client Reference No. - N° de référence du client E6VIC-140010	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-249-6484	
File No. - N° de dossier VIC-3-36237 (249)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-25	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Cress, Christine	Buyer Id - Id de l'acheteur vic249
Telephone No. - N° de téléphone (250) 363-8442 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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 - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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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PART 1 - GENERAL INFORMATION

1. Statement of Work

The Department of National Defence has a requirement for the provision of Bus Charter services to the Albert Head Air Cadet Summer Training Centre (AHACSTC) at Victoria BC and the Cadet Summer Training Centre (CSTC) HMCS Quadra at Comox BC and surrounding area training sites.

The period of the Contract is from date of award to September 30, 2014 inclusive, with an option to extend for an additional period from 01 October 2014 to 30 September 2015.

The requirements under this Request for Proposal have been divided into two Streams of Work in Annex B. As such, it is anticipated that up to 2 contracts may be recommended for award as a result of this Request for Proposal. Bidders are to identify within their submitted proposal the Stream(s) of Work their proposal is to be evaluated against. A Bidder may bid on one or both Streams, and a single Bidder may be awarded more than one Stream of Work.

The Streams of Work include:

STREAM 1: is for the exclusive use of bus charters by the Cadet Summer Training Centre (CSTC) HMCS Quadra at Comox BC.

STREAM 2: is for the exclusive use of bus charters by the Albert Head Air Cadet Summer Training Centre (AHACSTC) at Victoria BC.

The estimated usages shown in the Tables below are provided for information to Bidders only; actual usages will vary.

Estimated usages for Stream 1 - Cadet Summer Training Centre (CSTC) HMCS Quadra at Comox BC:

Week	Dates	Estimated # of hours	Estimated # of highway coaches	Estimated # of school buses	Estimated total # of passengers
1	July 7 - 13	209.5	19	3	2690
2	Jul 14 - 20	273.5	21	7	3979
3	Jul 21 - 27	244.5	19	6	2421
4	Jul 28 - Aug 3	255.5	20	7	3337
5	Aug 4 - 10	296.5	20	12	3654
6	Aug 11 - 14	133.0	13	3	1898

Estimated usages for Stream 2 - Albert Head Air Cadet Summer Training Centre (AHACSTC) at Victoria BC:

Bus	Estimated # of days	Estimated # of hrs per day
1	54	9
2	38	9
3	38	9
4	38	9
5	38	9
6	6	9
7	30	9

8	8	# trips over summer
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2. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

3. Trade Agreements

This procurement 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.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 Prices - Items

Bidders must submit firm prices for one or multiple groups of items. However, bidders must submit firm prices for all items listed in the group(s) of items for which they submit prices. The groups of items are as follows:

Group A: All items listed under Stream 1 in Annex "B"

Group B: All items listed under Stream 2 in Annex "B".

1.2 Firm Price and/or Rates

The Bidder is required to submit firm prices, rates or both that will apply for the entire period of the Contract.

2. Submission of Bids

Bids 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 bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.2 Bidders must submit their rates, FOB destination; Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

1.3 When preparing their financial bid, bidders should review:

- a. The basis for pricing in Annex B; and
- b. The basis for evaluation of price in 1.2 and 1.2.1 of Part 4 - Financial Evaluation; and
- c. the basis for contractor selection under 2. of Part 4.

1.4 SACC Manual Clause C3011T 2010-01-11 Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria - AT SOLICITATION CLOSING

Failure to meet any of the following mandatory requirements **at solicitation closing** will render your submission non-responsive and given no further consideration:

- 1) Bidders must currently hold a valid Passenger Transportation License, in their own name, AND provide a copy of it with their Bid to demonstrate that they are licensed to provide bus charter services in the Province of British Columbia as required in Annex A.
- 2) In addition, those Bidders who intend to offer services to other Provinces or to the United States, must provide evidence of their Extra-Provincial Operating Permit;
- 3) Ability to perform the full scope of the Work described in Annex A.

1.2 Financial Evaluation

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- 1.2.1 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 It is the intention of Canada to evaluate this requirement as follows:

Listed below are (4) scenarios that are representative of the various charter options available in the past. Bidders are advised that the evaluation of bids and basis for contractor selection will be based on the following (4) scenarios, using the rates quoted in Annex "B". These scenarios are used for evaluation purposes only and will not appear in any resulting Contract(s).

Scenario											Subtotal
A) HOURLY RATES: For each type of bus with driver, financial evaluation will be calculated as >>:	5-hour charter of 175 km each X 50 charters	+	cancellation charge x 3 cancellations								\$ _____
B) DAILY RATES: For each type of bus with driver, financial evaluation will be calculated as >>:	6-day charter of 2500 km each X 50 charters	+	OT Rate x 12 hours	+	cancellation charge x 2 cancellations	+	Item B1 Rate x 15 nights	+	Item B2 Rate x 15 nights		\$ _____
C) WEEKLY RATES: For each type of bus with driver, financial evaluation will be calculated as >>:	weekly charter of 2000 km each X 15 weeks	+	cancellation charge x 2 cancellations								\$ _____
D) MONTHLY RATES: For each type of bus with driver, financial evaluation will be calculated as >>:	monthly rental of 7500 km each X 4 months	+	cancellation charge x 1 cancellations								\$ _____
The aggregate evaluated price is the sum of subtotals: A + B + C + D =											\$ _____

***This calculation will be repeated for all bus types (Items A1 to A5 inclusive) within each Stream, for each of Periods One and Two.

The aggregate of each subtotal will then be added together to reach a final aggregate evaluated price for EACH Stream of Work, in accordance with the following table:

	Evaluated price
Contract Period - from date of contract award to 30 September 2014	\$ _____
Option Period (Canada Option) - from 1 October 2014 to 30 September 2015	\$ _____
Grand Total - aggregate evaluated price (BOTH PERIODS):	\$ _____

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2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis in EACH Stream, will be recommended for award of a contract. It is anticipated that up to 2 contracts with a total estimated dollar value of \$220,000.00 may be recommended for award as a result of this Request for Proposal.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award and Certifications Required with the Bid

1.1 Certifications Required Precedent to Contract Award

1.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

1.2.1 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 service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

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

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

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

2.1 Minimum Work Guarantee

2.1.1 In this clause,

"Maximum Contract Value" means the amount specified in the Limitation of Expenditure clause set out in this Contract.

"Minimum Contract Value" means ten percent (10%).

2.1.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 1.5 of this clause. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work. Canada's maximum liability for Work performed by the Contractor and accepted by Canada must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

2.1.3 In the event that Canada does not request Work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the

Minimum Contract Value and the cost of the Work requested, performed by the Contractor and accepted by Canada.

- 2.1.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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

2010C (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to 30 September 2014 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one-year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment in Annex B.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christine Cress
Public Works and Government Services Canada
Pacific Region
Acquisitions
401 - 1230 Government St
Victoria, BC V8W 3X4
Telephone: 250-363-8442
Facsimile: 250-363-0395
E-mail address: Christine.Cress@pwgsc.gc.ca

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The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is: (to be determined)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative (Fill in or delete as applicable)

Bidders must complete table below and submit with their Bid:

Contact for:	Name	Telephone	Email
Contracting Issues			
Technical Issues			
Invoicing Issues			

6. Payment

6.1 Basis of Payment - Limitation of Expenditure

For the Work described in the Statement of Work in Annex A, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

6.2 Limitation of Expenditure

- 1) Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*amount to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.
- 2) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or

-
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- 3) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment

SACC Manual clause H1001C Multiple Payments (2008-05-12)

6.4 SACC Manual Clauses

A9117C, T1204 - Direct Request by Customer Department (2007-11-30)
C0710C, Time and Contract Price Verification (2007-11-30)

7. 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.

In addition, each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
- 2) Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clauses

A3060C Canadian Content Certification (2008-05-12)

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9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

10. 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 Articles of Agreement;
- b. the general conditions 2010C (2014-03-01), General Conditions - Services (Medium Complexity);
- c. Annex A, Requirement;
- d. Annex B, Basis of Payment;
- e. Annex C, Insurance Requirements
- f. the Contractor's bid dated _____ .

11. Insurance - Specific 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12. SACC Manual Clauses

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

ANNEX "A" - STATEMENT OF WORK

REQUIREMENT

1. The Department of National Defence has a requirement for bus charter services (including drivers) in support of two cadet summer camps on Vancouver Island:
 - a. Albert Head Air Cadet Summer Training Centre (AHACSTC), located at Metchosin, BC; and
 - b. HMCS Quadra Sea Cadet Summer Training Centre (HMCS Quadra), located at Comox, BC.

PURPOSE

3. DND requires a qualified contractor to provide Commercial Transportation Services at AHACSTC in Metchosin and HMCS Quadra in Comox, BC.

EXPECTATIONS

4. Transportation service operations must satisfy the following expectations:
 - a. be customer focused;
 - b. provide flexible and responsive support to military activities; and
 - c. maximize ease of access (hours of operation);

SCOPE OF SERVICES

5. The contractor must provide charter bus transportation services (including driver) to and from DND owned facilities in accordance with tentative schedules provided at Appendix 1 using the following types of vehicles;
 - a. School or Activity Bus, up to 48 passengers; and
 - b. Highway Cruiser with lavatory, 47-56 passengers.
6. All transportation services must include vehicle, driver, and fuel.
7. The Contractor will be responsible to provide good quality service including vehicle safety and cleanliness, must meet Provincial Safety Standards, and must have valid provincial licences. Drivers must be qualified to operate the buses and be professional and neat in appearance and manner.
8. Vehicles must not be older than 7 years old. Age of the vehicle is calculated based on the date of manufacturing stamped on the bus.
9. Bus operators will be responsible to the AHACSTC and HMCS Quadra dispatchers who will implement the schedule as attached at Appendix 1 (to be confirmed).

10. All vehicles must have storage capabilities. Highway cruisers must have the capability to carry significant amounts of luggage/stores.

11. Cadet Summer Training Centre participate in a wide variety of activities at various locations which may result in the schedule changing to accommodate training requirements. Changes will be communicated to contractor 24 hrs in advance of the requirement.

CONTRACTOR'S RESPONSIBILITIES

12. Transportation of cadets and staffs to various pre-determined locations in accordance with the schedule as attached at Appendix 1.

13. Provision of buses and qualified operators for all requirements. The contractor is responsible to deliver all buses at the commencement of the contract and removal upon termination.

14. Operators must have appropriate licensing and qualifications to operate the vehicles to which they are charged with operating.

15. All vehicles must be subject to safety inspections by DND.

16. The contractor will be responsible for all normal operating expenses; including fuel, oil, and replacement tires.

17. The contractor is responsible for all vehicle maintenance and must provide replacement vehicles when a unit is taken out of service for repairs or maintenance. The replacement unit must be the same type and size in order to meet the scheduled requirements of DND.

18. The contractor must be flexible and accommodate changes, additions, and deletions to the schedule up to 24 hrs in advance of the requirement. The contractor must attempt to accommodate changes, additions, and deletions to the schedule provided less than 24 hrs in advance to the best of their ability. Cancellation charges may be applied once the vehicle has left the dispatch location.

19. Provide invoices to the Technical Authority on a semi-monthly basis for periods; 1-15 and 16 to last days of the month.

20. The Contractor will be responsible for screening all potential employees to ensure that personnel with criminal records for alcohol or drug related offences within the past ten years, child abuse, or molestation, or assault are not employed on the premises. All costs of screening are the responsibility of the Contractor. DND reserves the right to verify compliance at any time during the period of the Contract.

CONSTRAINTS

21. The Contractor has the exclusive Contract for bus transportation operations at AHACSTC and HMCS Quadra. DND reserves the right to utilize the services of another transportation company if the Contractor is unable to meet its operational requirements.

PERFORMANCE STANDARDS

22. Transportation must be conducted within 10 minutes of the agreed upon scheduled departure 90% of the time within the scope of the Contractor's responsibility;

PERSONNEL

23. The Contractor must provide a primary point of contact for day-to-day liaison on scheduling and DND requirements. The person does not have to be on site, but must make themselves available by phone in case of emergency.

24. The Contractor must provide the name of a supervisor or manager that can liaise with the Technical Authority on a weekly basis to discuss Contract implementation.

RESPONSIBILITIES OF DND

25. DND will provide;

- a. a dispatcher whose primary responsibility will be to liaise with the contractor on day-to-day operations and must ensure that there is a communicative relationship between DND and the Contractor;
- b. a suitable location for the storage of up to four (4) buses when not in use;
- c. a suitable lounge/common area for operators to occupy when awaiting requirements at any given time;

26. DND will provide schedules indicating the departure location, time, and number of personnel at least 24 hrs in advance of the requirement.

ANNEX "B" - BASIS OF PAYMENT**BASIS OF PRICING:**

- a. The all inclusive firm rates must include all costs for applicable vehicle licensing, permits, insurance, full maintenance due to normal wear and tear, replacement of tires and tire repairs, all warranty servicing, depreciation, and fuel and oil.
- b. Bidders are instructed to include in their per kilometer rates as an overhead cost ANY COST FROM THE BIDDER'S DEPOT TO THE CONSIGNEE'S LOCATION OR FROM THE CONSIGNEE'S LOCATION TO THE BIDDER'S DEPOT.
- c. Any Bidder who submits pricing for Items A1 through A5 (Prices for Bus Charter Services) should also provide rates for Items B1 and B2 (Rates for Overnight Stays for Charter Services). While this is not mandatory, any Bidder who fails to submit pricing in this section shall not be entitled to be reimbursed any costs associated with Overnight stays for charters ordered under any resulting task authorization.
- d. For Items A1 to A5, Bidders must indicate hourly, daily, weekly and monthly rates and their cancellation charge. All pricing information required to calculate the total charter costs, such as the number of free kilometers and the rate per additional kilometer must be included with the Bid.
- e. All rates must be based on straight time. No shop time or down time to be included in billing.
Any overtime must be authorized in advance by the Project Authority.
- f. Driver accommodation charges will be accepted for trips, based on pricing provided for Items B1 and B2, when it is impossible for the bus to return the same night, or when the bus is requested to stay with the group for more than one day. Prior approval by the Project Authority is required for driver accommodation.
- g. Extra Driver charges would only come into play if the trip could not be completed within commercial regulations and the Contractor had to pre-position another driver.
- h. The quoted firm rates DO NOT include Goods and Services Tax or Harmonized Sales Tax. Goods and Services Tax or Harmonized Sales Tax will be added as a separate item to any invoice issued as a result of a Contract.
- i. Bidders should note that Stream 1 and Stream 2 below will be evaluated separately; that more than one Contract may be awarded as a result of this Request for Proposal. Bidders must identify within their submitted proposal the Stream(s) of Work their proposal is to be evaluated against.

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 kin514
 File No. - N° du dossier
 KIN-1-36010

Buyer ID - Id de l'acheteur
 kin514
 CCC No./N° CCC - FMS No./N° VME

STREAM 1 - Cadet Summer Training Centre (CSTC) HMCS Quadra at Comox BC:

CONTRACT PERIOD - from date of contract award to 30 September 2014:

A) CHARTERS - BUSES WITH DRIVER:

Item No.	Type of Bus	PAX Capacity	Hourly Charters		Daily Charters			Weekly Charters			Monthly Charters			OT Rate per hour, if applicable	Minimum Call-out, in hours, if applicable	Cancellation Charge, if applicable
			Rate per Hour	Rate per Day	Rate per Day	Free Kms	Extra kms, per km	Rate per Week	Free Kms	Extra Kms, per km	Rate per Month	Free kms	Extra kms, per km			
A1.	Highway Cruiser with Lavatory	47/48	\$		\$					\$						\$
A2.	Highway Cruiser with Lavatory	55/56														\$
A3.	School Bus	44-48	\$		\$					\$						\$
A4.	School Bus	28-36	\$		\$					\$						\$
A5.	School Bus	18-24	\$		\$					\$						\$

B) OTHER CHARGES RELATED TO CHARTER OF BUSES WITH DRIVERS

Item No.	Description	Rate
B1.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does not provide accommodations	\$ _____ /night per driver

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B2.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does provide accommodations	\$ _____ /night per driver
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C) OTHER DIRECT COSTS:

Highway tolls, bridge tolls, ferry fares and parking fees are extra to the above pricing and chargeable to Canada at actual cost without mark-up, upon submission of an itemized invoice supported by receipts.

STREAM 1 - Cadet Summer Training Centre (CSTC) HMCS Quadra at Comox BC:

OPTION PERIOD (CANADA OPTION) - from 01 October 2014 to 30 September 2015:

A) CHARTERS - BUSES WITH DRIVER:

Item No.	Type of Bus	PAX Capacity	Hourly Charters			Daily Charters			Weekly Charters			Monthly Charters			OT Rate per hour, if applicable	Minimum Call-out, in hours, if applicable	Cancellation Charge, if applicable
			Rate per Hour	Free Kms	Extra kms, per km	Rate per Day	Free Kms	Extra Kms, per km	Rate per Week	Free Kms	Extra Kms, per km	Rate per Month	Free kms	Extra kms, per km			
A1.	Highway Cruiser with Lavatory	47/48	\$			\$								\$		\$	
A2.	Highway Cruiser with Lavatory	55/56	\$			\$								\$		\$	
A3.	School Bus	44-48	\$			\$								\$		\$	

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A4.	School Bus	28-36	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
A5.	School Bus	18-24	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

B) OTHER CHARGES RELATED TO CHARTER OF BUSES WITH DRIVERS

Item No.	Description	Rate
B1.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does not provide accommodations	\$ _____ /night per driver
B2.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does provide accommodations	\$ _____ /night per driver

C) OTHER DIRECT COSTS:

Highway tolls, bridge tolls, ferry fares and parking fees are extra to the above pricing and chargeable to Canada at actual cost without mark-up, upon submission of an itemized invoice supported by receipts.

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 kin514
 CCC No./N° CCC - FMS No./N° VME

STREAM 2 - Albert Head Air Cadet Summer Training Centre (AHACSTC) at Victoria BC

CONTRACT PERIOD - from date of contract award to 30 September 2014:

A) CHARTERS - BUSES WITH DRIVER:

Item No.	Type of Bus	PAX Capacity	Hourly Charters		Daily Charters			Weekly Charters			Monthly Charters			OT Rate per hour, if applicable	Minimum Call-out, in hours, if applicable	Cancellation Charge, if applicable
			Rate per Hour	Rate per Day	Free Kms	Rate per Week	Extra Kms, per km	Free Kms	Rate per Month	Extra Kms, per km	Free kms	Rate per Month	Extra kms, per km			
A1.	Highway Cruiser with Lavatory	47/48	\$	\$		\$			\$				\$			\$
A2.	Highway Cruiser with Lavatory	55/56	\$	\$		\$			\$				\$			\$
A3.	School Bus	44-48	\$	\$		\$			\$				\$			\$
A4.	School Bus	28-36	\$	\$		\$			\$				\$			\$
A5.	School Bus	18-24	\$	\$		\$			\$				\$			\$

B) OTHER CHARGES RELATED TO CHARTER OF BUSES WITH DRIVERS

Item No.	Description	Rate
B1.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does not provide accommodations	\$ _____ /night per driver

Solicitation No. - N° de l'invitation
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 Client Ref. No. - N° de réf. du client
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Amd. No. - N° de la modif.
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B2.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does provide accommodations	\$ _____ /night per driver
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C) OTHER DIRECT COSTS:

Highway tolls, bridge tolls, ferry fares and parking fees are extra to the above pricing and chargeable to Canada at actual cost without mark-up, upon submission of an itemized invoice supported by receipts.

STREAM 2 - Albert Head Air Cadet Summer Training Centre (AHACSTC) at Victoria BC

OPTION PERIOD (CANADA OPTION) - from 01 October 2014 to 30 September 2015:

A) CHARTERS - BUSES WITH DRIVER:

Item No.	Type of Bus	PAX Capacity	Hourly Charters		Daily Charters			Weekly Charters			Monthly Charters			OT Rate per hour, if applicable	Minimum Call-out, in hours, if applicable	Cancellation Charge, if applicable
			Rate per Hour	Rate per Day	Free Kms	Extra kms, per km	Rate per Week	Free Kms	Extra Kms, per km	Rate per Month	Free kms	Extra kms, per km				
A1.	Highway Cruiser with Lavatory	47/48	\$	\$									\$		\$	
A2.	Highway Cruiser with Lavatory	55/56	\$	\$									\$		\$	
A3.	School Bus	44-48	\$	\$									\$		\$	

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A4.	School Bus	28-36	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
A5.	School Bus	18-24	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

B) OTHER CHARGES RELATED TO CHARTER OF BUSES WITH DRIVERS

Item No.	Description	Rate
B1.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does not provide accommodations	\$ _____ /night per driver
B2.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does provide accommodations	\$ _____ /night per driver

C) OTHER DIRECT COSTS:

Highway tolls, bridge tolls, ferry fares and parking fees are extra to the above pricing and chargeable to Canada at actual cost without mark-up, upon submission of an itemized invoice supported by receipts.

DEFINITION OF KEY TERMS:

1. TERMS DEFINED BY THE OFFEROR:

Overtime Rate:

We, the Bidder, define the Overtime (OT) Rate per hour that we have quoted as being applicable as follows:

2. TERMS DEFINED BY CANADA:

BUSES WITH DRIVERS:

1) **Charter:**

The supply of a bus rental with a qualified and licensed driver to be provided by the Bidder.

2) **DISTANCE COMPUTATIONS:**

Calculations shall originate at consignee departure pickup point. This means that the distance calculation must start from the Consignee's (or Client's) departure pickup point, and not from another location such as the Bidder's depot. Therefore, any deadheading costs must only be charged from the pickup point to the drop-off point and return, and must not include any distances associated with getting to and from the following:

- (a) to and from your, the Bidder's, depot to the pickup point, or
- (b) to and from the drop-off locations back to the your, the Bidder's, depot.

IN CALCULATING THEIR PER KILOMETER CHARGE, BIDDERS ARE ADVISED THAT CANADA SHALL ONLY PAY FOR THOSE COSTS FOR TRAVEL FROM THE CONSIGNEE'S LOCATION IN QUESTION TO THE DESTINATION AND RETURN. IN ANY RESULTING CONTRACT, CANADA SHALL NOT PAY ANY BIDDER FOR ANY COST FROM THE BIDDER'S DEPOT TO THE CONSIGNEE'S LOCATION OR FROM THE CONSIGNEE'S LOCATION TO THE BIDDER'S DEPOT. BIDDERS MUST INCLUDE SUCH COST, IF ANY, AS AN OVERHEAD IN THEIR PER KILOMETER RATE.

3) **Cancellation Charge**

A charge that is to be paid if the bus is delivered to the Consignee but is not used. This charge would be payable from the moment the bus leaves the Bidder's premises.

4) **Extra Driver**

An additional, qualified and licensed driver if the trip could not be completed within commercial regulations and the Contractor had to pre-position another driver.

5) **Firm Hourly Rate**

A firm hourly rate that is to be paid for the charter of Buses with Driver <= 100 kms. A minimum of three hours will be allowed by the consignee for any bus charter <= 100 km

distance. For any bus charter ≤ 100 km distance that is greater than 3 hours in length, the total cost payable shall be the total number of hours multiplied by the firm hourly rate.

- 6) **One Day (for the calculation of the Daily Charter):**
Any consecutive, twenty-four (24) hour period, starting at the time identified in the task authorization.
- 7) **One Week (for the calculation of the Weekly Charter):**
Any consecutive 7 calendar day period, starting at the time identified in the task authorization.
- 8) **One Month (for the calculation of the Monthly Charter):**
Any consecutive 30 calendar day period, starting at the time identified in the task authorization.
- 9) **Cancellation of Chartered Units:**
In the event that rental plans are changed, it is the responsibility of the Consignee to advise the Bidder of any cancellation. Failure to do so may result in the Consignee being billed for not cancelling. The minimum amount of notice required by the Bidder is _____ hours. Persons calling to cancel reservations must identify themselves, obtain the agent's name and the cancellation number and note the time and date the cancellation was requested.

OTHER IMPORTANT DEFINITIONS:

- 1) **Accommodation Costs (Items B1 and B2 in above tables):**

These offer amounts are intended to allow the Bidder to defray the costs for their drivers in Charters where an overnight stay is required. In the case of Item B1, the Bidder is to include a price that includes the cost of accommodation, whereas in the case of Item B2, Canada will provide suitable accommodation for the driver and therefore the included price should exclude the accommodation component only. These proposed costs must be all-inclusive of travel and living costs. In the event of a task authorization that involves an overnight stay, Canada will not allow any costs associated with the driver's overnight stay above and beyond that specifically proposed by the Bidder in sections B11 and B2 of this Annex.
- 2) **Waiting Time:**

Waiting time is not used in the calculation of charter rates. These hours are included in the length of the charter.
- 3) **Waiting Time on Overnight Trips:**

Waiting time is not a consideration on overnight trips.

ANNEX "C" - INSURANCE REQUIREMENTS**Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000 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.

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- 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.

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 \$10,000,000 per accident or occurrence.
- 2. The policy must include the following:
 - a. Third Party Liability - \$10,000,000 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 #6a - Permission to Carry Passengers for Compensation or Hire
 - f. OPCF/SEF/QEF #6b - School Bus Endorsement
 - g. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27.

SACC Manual Clause

G6001C (2008-05-12) Vehicles - Long Term Lease