



Solicitation No. - N° de l'invitation

W0142-15X020/B

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-4-37034

Buyer ID - Id de l'acheteur

ca1130

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

W0142-15X020

CCC No./N° CCC - FMS No/ N° VME

---

**English documents of solicitation# W0142-15X020/B are attached in PDF in 23 pages.**

**This bid solicitation cancels and supersedes previous bid solicitation number W0142-15X020/A dated 2014-10-20 with a closing of 2014-11-05 at 02:00PM MDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS .....	4
2.3. FORMER PUBLIC SERVANT.....	4
2.4. ENQUIRIES - REQUEST FOR STANDING OFFERS .....	5
2.5. APPLICABLE LAWS.....	6
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>6</b>
3.1. OFFER PREPARATION INSTRUCTIONS.....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION .....	8
<b>PART 5 - CERTIFICATIONS .....</b>	<b>8</b>
5.1 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER AND CERTIFICATIONS REQUIRED WITH THE OFFER .....	8
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS.....</b>	<b>9</b>
6.1 INSURANCE REQUIREMENTS .....	9
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>9</b>
<b>A. STANDING OFFER.....</b>	<b>9</b>
7.1 OFFER.....	9
7.2 SECURITY REQUIREMENTS .....	9
7.3 STANDARD CLAUSES AND CONDITIONS.....	9
7.4 TERM OF STANDING OFFER .....	10
7.5. AUTHORITIES .....	10
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	11
7.7 IDENTIFIED USERS.....	11
7.8 CALL-UP INSTRUMENT .....	11
7.9 LIMITATION OF CALL-UPS .....	11
7.10 PRIORITY OF DOCUMENTS .....	11
7.11 CERTIFICATIONS .....	12
7.12 APPLICABLE LAWS.....	12
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>12</b>
7.1 STATEMENT OF WORK.....	12
7.2 STANDARD CLAUSES AND CONDITIONS.....	12
7.3 TERM OF CONTRACT .....	13

Solicitation No. - N° de l'invitation  
W0142-15X020/B  
Client Ref. No. - N° de réf. du client  
W0142-15X020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-4-37034

Buyer ID - Id de l'acheteur  
cal130  
CCC No./N° CCC - FMS No./N° VME

---

7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	13
7.5	PAYMENT .....	13
7.6	INVOICING INSTRUCTIONS .....	13
7.7	INSURANCE REQUIREMENTS .....	14
7.8	SACC MANUAL CLAUSES .....	14
<b>ANNEX "A"</b>	.....	<b>15</b>
	STATEMENT OF WORK .....	15
<b>ANNEX "B"</b>	.....	<b>17</b>
	BASIS OF PAYMENT .....	17
<b>ANNEX "C"</b>	.....	<b>21</b>
	INSURANCE REQUIREMENTS.....	21
<b>ANNEX "D"</b>	.....	<b>23</b>
	STANDING OFFER USAGE REPORT .....	23

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements, and Standing Offer Usage Report

### **1.2 Summary**

A Regional Individual Standing Offer (RISO), for the provision of all labor, transportation, materials, tools, equipment and supervision necessary to provide various sized passenger motor coaches / highway cruisers (40 passenger and above), with operators on an "as required" basis for the Department of National Defence (DND), including the British Army Training Unit (BATUS), at Canadian Forces Base (CFB) Suffield, Ralston, Alberta.

The period of the Standing Offer will be from date of issuance for one year period, with two (2) additional one year option periods.

as per the Integrity Provisions under section 01 of Standard Instructions [2006](#). Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

---

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

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

### 1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 \(2014-09-25\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

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

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### 2.3.1 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.

### 2.3.2 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](#).

### 2.3.3 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.

## 2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## **2.5. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1. Offer Preparation Instructions**

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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 the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### 3.1.1 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

### 4.1 Evaluation Procedures

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

#### 4.1.1 Financial Evaluation

4.1.1.1 SACC Manual Clause [M0220T](#) (2014-04-25), Evaluation of Price

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

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

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

## 4.2 Basis of Selection

### 4.2.1 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 per location will be recommended for issuance of a standing offer.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

#### 5.1.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

##### 5.1.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

##### 5.1.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

#### 5.1.2 Certifications Required with the Offer

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

### 5.1.2.1 Canadian Content Certification

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

5.1.2.1.2 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, Offerors acknowledge that only offers with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

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

The Offeror certifies that:

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

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Insurance Requirements

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

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

#### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **7.3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

### **7.3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from March 01, 2015 to February 29, 2016.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **7.5. Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Jenny Gong  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Solicitation No. - N° de l'invitation  
W0142-15X020/B  
Client Ref. No. - N° de réf. du client  
W0142-15X020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-4-37034

Buyer ID - Id de l'acheteur  
cal130  
CCC No./N° CCC - FMS No./N° VME

---

1650, 635-8th Avenue, SW,  
Calgary, AB, T2P 3M3

Telephone: 403-292-5768  
Facsimile: 403-292-5786  
E-mail address: [jenny.gong@pwgsc-tpsgc.gc.ca](mailto:jenny.gong@pwgsc-tpsgc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 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.

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) 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.

### 7.7 Identified Users

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

### 7.8 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.

### 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

### 7.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029 (2014-09-25) General Conditions - Goods or Services (low Dollar Value);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Insurance Requirements;
- h) Annex "D", Standing Offer Usage Report
- i) the Offeror's offer dated \_\_\_\_\_.

## **7.11 Certifications**

### **7.11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

### **7.11.2 SACC Manual Clause**

M3060C (2008-05-12) Canadian Content Certification  
M3800C (2006-08-15) Estimates

## **7.12 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2029 \(2014-09-25\)](#), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

---

Section 12 Interest on Overdue Accounts, of 2029 (2014-09-25), General Conditions – Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) 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.

### **7.5 Payment**

#### **7.5.1 Basis of Payment – Firm Unit Price**

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

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

#### **7.5.2 Limitation of Price**

SACC Manual clause [C6000C \(2011-05-16\)](#), Limitation of Price

#### **7.5.3 Single Payment**

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

#### **7.5.4 SACC Manual Clauses**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0710C (2007-11-30), Time and Contract Price Verification  
C0711C (2008-05-12), Time Verification

#### **7.5.5 Payment by Credit Card**

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

### **7.6 Invoicing Instructions**

**7.6.1.** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

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

**7.6.2.** Invoices must be distributed as follows:

- a). the original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **7.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract.

Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **7.8 SACC Manual Clauses**

A9049C (2011-05-16), Vehicle Safety  
A9062C (2010-01-11), Canadian Forces Site Regulations

---

## ANNEX "A"

### STATEMENT OF WORK

#### Motor Coaches/Highway Cruisers 40 Passenger and Above with Operator

##### 1. Requirement

A Regional Individual Standing Offer (RISO), for the provision of all labour, transportation, materials, tools, equipment and supervision necessary to provide various sized passenger motor coaches / highway cruisers (40 passenger and above), with operators on an "as required" basis for the Department of National Defence (DND), including the British Army Training Unit (BATUS), at Canadian Forces Base (CFB) Suffield, Ralston, Alberta.

The buses will be used to transport personnel to and from CFB Suffield, to and from Medicine Hat, Calgary and other extended destinations including within the CFB Suffield property.

Trips normally begin and end at the Canadian Forces Base (CFB) Suffield, Ralston, Alberta unless otherwise directed by the Call-up Authority.

##### 2. Background

The Service being rented will be in support of CFB Suffield on an as and when required basis to augment the existing Fleet. The service will be administered by the G4 Transport Section.

The service requested will be, to provide these items on an as required basis as per each individual call-up against the Standing Offer.

##### 3. Offeror Responsibilities

- 3.1 The deliverables included with the services requested must supply the items within 48 hours of receipt of call-up or as specified on the call-up.
- 3.2 The Offeror must be able to provide as many as six (6) motor coach / highway cruisers (40 passenger and above) with operator at any one time with 24 hours' notice; and up to twenty (20) motor coach / highway cruisers with operator required at any one time with five (5) days' notice.
- 3.3 Motor coaches/highway cruisers offered must be clean, in good mechanical operating condition and will be subject to inspection and acceptance by the Identified User. Cleanliness and mechanical soundness must be maintained during trips.
- 3.4 Motor coaches/highway cruisers must be equipped with functional washroom facilities. The motor coaches/highway cruisers that are not equipped with functional washroom facilities will be rejected by the Project Authority.
- 3.5 All drivers must be fully qualified to operate the equipment in question.
- 3.6 The Offeror is fully responsible for all maintenance on the motor coaches/highway cruisers
- 3.7 Motor coaches/highway cruisers are to be fully equipped with required safety devices (e.g., fire extinguishers and first aid kits).
- 3.8 All fuel, maintenance and qualified drivers are to be provided by the Offeror.
- 3.9 Proof of an operating license must be provided on request.

- 3.10 Travel costs from the Offeror's facility to the specified pick-up point before the trip and from the specified drop-off point to the Offeror's facility after the trip will be allowed under the Standing Offer.
- 3.11 If the Offer is subleasing a piece of equipment, the Offeror must first notify the Call-up Authority.
- 4. Notices**
- 4.1 A minimum of three (3) hours notice will be provided in the event of a cancellation or change in the requirement. In the event of a cancellation, if less than three (3) hours notice has been provided the unit(s) have been dispatched, the one time cancellation fee per unit will apply.
- 4.2 Breakdown removals and replacement for breakdowns will not be paid for by Canada and are the responsibility of the Offeror. Should a bus unit break down, charges will be ceased immediately until a replacement unit arrives. No delivery charges will be applied to the replacement unit.
- 4.3 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 that does not meet applicable provincial/federal standards for such vehicles.
- 4.4 Any conditions normally applied by the Offeror and listed in the Offeror's rental agreement or acceptance form will not supersede the above listed conditions.

## ANNEX "B"

### BASIS OF PAYMENT

- a) All inclusive prices must be submitted as outlined below in accordance with Annex "A" - Statement of Work.
- b) Prices will remain firm for the periods as outlined below
- c) Applicable taxes will be added as a separate item on the invoice, if applicable
- d) Fees for entrance to parks, airport charges, parking fees, hotel fees, etc will be reimbursed at the Offeror's laid down cost without mark-up. Receipts must accompany the invoice unless otherwise specified in writing by the call-up authority

Where applicable, rates for hotel accommodations and/or expenses for the Operator will be in accordance with the Treasury Board Travel Directive Policy.

Please see:

Appendix "C" - Meal & Incidental Rates (Canada/USA)  
[Http://publiservice.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/c-eng.asp](http://publiservice.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/c-eng.asp)

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

- e) Travel costs from the Supplier's facility to the specified pick-up point before the trip and from the specified drop-off point to the Supplier's facility after the trip will be allowed under the Standing Offer.
- f) Loaded rates = with passengers  
Deadhead rates = without passengers
- g) The quantities as shown in Annex "B" are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.

**1. Part A 47-49 Passenger Bus**

ITEM	DESCRIPTION	Estimated Usage	Unit Price (Firm)		
			SO Period	Option Year 1	Option Year 2
<b>1.</b>	<b>Firm Trips</b>				
1.1	All inclusive, firm price per trip per minimum 47 – 49 Passenger bus between Calgary International Airport and Canadian Forces Base (CFB) Suffield, Ralston, Alberta **Including cost of operator, equipment and the Call-out charge referenced in Item 7**				
1.1.1	Cost of round trip loaded one way	45 trips	\$ _____/trip	\$ _____/trip	\$ _____/trip
1.1.2	Cost of round trip loaded both ways	7 trips	\$ _____/trip	\$ _____/trip	\$ _____/trip
<b>2.</b>	<b>Other Charges</b>				
2.1	Firm rates per kilometer (one operator) for distances between 50km – 300km				
2.1.1	Loaded	1,700 km	\$ _____/km	\$ _____/km	\$ _____/km
2.1.2	Deadhead	900 km	\$ _____/km	\$ _____/km	\$ _____/km
2.2	Firm rates per kilometer (one operator) for distances over 300km				
2.2.1	Loaded	3,500km	\$ _____/km	\$ _____/km	\$ _____/km
2.2.2	Deadhead	1,800 km	\$ _____/km	\$ _____/km	\$ _____/km
<b>3.</b>	<b>Additional Driver (upon written request or approval of DND) for distances over 300km</b>				
3.1	Loaded	900 km	\$ _____/km	\$ _____/km	\$ _____/km
3.2	Deadhead	400 km	\$ _____/km	\$ _____/km	\$ _____/km
<b>4.</b>	<b>Cancellation fee with less than 24 hours notice (per unit). This item includes instances of "cancellations on-the-spot".</b>	7 units	\$ _____/unit	\$ _____/unit	\$ _____/unit
<b>5.</b>	<b>Waiting time, after one (1) hour at no charge (Applicable to all trips)</b>	200 hours	\$ _____/hour	\$ _____/hour	\$ _____/hour

6.	All inclusive lot price for driver layovers (Includes meals and accommodations)	2 layovers	\$ _____ /per layover	\$ _____ /per layover	\$ _____ /per layover
7	<p>Call-out Charge:</p> <p>From Supplier's Facility to:  Department of National Defence,  Canadian Forces Base (CFB)  Suffield, P.O. Box 6000, Station  Main, Ralston, Alberta T0J 2N0</p> <p>**Call-out charges to other locations will be negotiated at the time of call-up. **</p> <p>**Applicable to only items 2 and 3 above**</p>	25 Call-outs	\$ _____ / per call-out	\$ _____ / per call-out	\$ _____ / per call-out

**2. Part B 55 Passenger Bus**

ITEM	DESCRIPTION	Estimated Usage	Unit Price (Firm)		
			SO Period	Option Year 1	Option Year 2
1.	Firm Trips				
1.1	All inclusive, firm price per trip per minimum 55 Passenger bus between Calgary International Airport and Canadian Forces Base (CFB) Suffield, Ralston, Alberta **Including cost of operator, equipment and the Call-out charge referenced in Item 7**				
1.1.1	Cost of round trip loaded one way	90 trips	\$ _____ /trip	\$ _____ /trip	\$ _____ /trip
1.1.2	Cost of round trip loaded both ways	15 trips	\$ _____ /trip	\$ _____ /trip	\$ _____ /trip
2.	Other Charges				
2.1	Firm rates per kilometer (one operator) for distances between 50km – 300km				
2.1.1	Loaded	3,500 km	\$ _____ /km	\$ _____ /km	\$ _____ /km
2.1.2	Deadhead	2,000 km	\$ _____ /km	\$ _____ /km	\$ _____ /km
2.2	Firm rates per kilometer (one operator) for distances over 300km				
2.2.1	Loaded	7,000 km	\$ _____ /km	\$ _____ /km	\$ _____ /km
2.2.2	Deadhead	3,600 km	\$ _____ /km	\$ _____ /km	\$ _____ /km
3.	Additional Driver (upon written request or approval of DND) for distances over 300km				

Solicitation No. - N° de l'invitation  
W0142-15X020/B  
Client Ref. No. - N° de réf. du client  
W0142-15X020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-4-37034

Buyer ID - Id de l'acheteur  
cal130  
CCC No./N° CCC - FMS No./N° VME

3.1	Loaded	1,800 km	\$ _____ /km	\$ _____ /km	\$ _____ /km
3.2	Deadhead	800 km	\$ _____ /km	\$ _____ /km	\$ _____ /km
4.	Cancellation fee with less than 24 hours notice (per unit). This item includes instances of "cancellations on-the-spot".	15 units	\$ _____ /unit	\$ _____ /unit	\$ _____ /unit
5.	Waiting time, after one (1) hour at no charge (Applicable to all trips)	400 hours	\$ _____ /hour	\$ _____ /hour	\$ _____ /hour
6.	All inclusive lot price for driver layovers (Includes meals and accommodations)	4 layovers	\$ _____ /per layover	\$ _____ /per layover	\$ _____ /per layover
7.	<p>Call-out Charge: From Supplier's Facility to:</p> <p>Department of National Defence  Canadian Forces Base (CFB) Suffield  P.O. Box 6000, Station Main  Ralston, Alberta T0J 2N0</p> <p>**Call-out charges to other locations will be negotiated at the time of call-up**</p> <p>**Applicable to only items 2 and 3 above**</p>	50 Call-outs	\$ _____ / per call-out	\$ _____ / per call-out	\$ _____ / per call-out

## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

1.1.1 The Commercial General Liability policy must include the following:

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

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

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

## **2. Automobile Liability Insurance**

**2.1** The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

**2.2** 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 #6c - Public Passenger Vehicles Endorsement
- f. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:

8 to 12 Passengers: \$5,000,000  
13 or more Passengers: \$8,000,000

Solicitation No. - N° de l'invitation  
W0142-15X020/B  
Client Ref. No. - N° de réf. du client  
W0142-15X020

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-4-37034

Buyer ID - Id de l'acheteur  
cal130  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "D"**

**STANDING OFFER USAGE REPORT**

**Return to:**

Facsimile: (403) 292-5786  
Email: WST-PA-CAL@pwgsc-tpsgc.gc.ca

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

**SUPPLIER:**

**STANDING OFFER NO:** W0142-15X020  
**DEPARTMENT OR AGENCY:** The Department of National Defence, Suffield, AB

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

Call-up No.	Description	Value of each call-up (GST included)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Total Dollar Value Call-ups for this reporting period:</b>		

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

PREPARED BY: \_\_\_\_\_ NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

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