

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

| | |
|--|--|
| Title - Sujet Bus Rentals Northern Ontario | |
| Solicitation No. - N° de l'invitation W0107-14CD01/A | Date 2015-05-21 |
| Client Reference No. - N° de référence du client W0107-14CD01 | GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-031-6854 |
| File No. - N° de dossier TOR-4-37148 (031) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-11 | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Schmidt, Jeff | Buyer Id - Id de l'acheteur tor031 |
| Telephone No. - N° de téléphone (905)615-2058 () | FAX No. - N° de FAX (905)615-2060 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE as per call-up PETAWAWA Ontario K8H2X3 Canada | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

W0107-14CD01/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-4-37148

Buyer ID - Id de l'acheteur

tor031

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

W0107-14CD01

CCC No./N° CCC - FMS No/ N° VME

This page is intentionally left blank.

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 INTRODUCTION..... | 3 |
| 1.2 SUMMARY | 3 |
| 1.3 DEBRIEFINGS | 4 |
| PART 2 - OFFEROR INSTRUCTIONS | 5 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 5 |
| 2.2 SUBMISSION OF OFFERS | 5 |
| 2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS | 5 |
| 2.4 APPLICABLE LAWS..... | 5 |
| PART 3 - OFFER PREPARATION INSTRUCTIONS..... | 6 |
| 3.1. OFFER PREPARATION INSTRUCTIONS..... | 6 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 7 |
| 4.1 EVALUATION PROCEDURES..... | 7 |
| PART 5 - CERTIFICATIONS..... | 9 |
| 5.1 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER | 9 |
| PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES | 11 |
| A. STANDING OFFER | 11 |
| 6.1 OFFER..... | 11 |
| 6.2 SECURITY REQUIREMENTS | 11 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 11 |
| 6.4 TERM OF STANDING OFFER | 11 |
| 6.5 AUTHORITIES | 12 |
| 6.6 IDENTIFIED USERS..... | 12 |
| 6.7 CALL-UP INSTRUMENT | 13 |
| 6.8 LIMITATION OF CALL-UPS | 13 |
| 6.9 FINANCIAL LIMITATION | 13 |
| 6.10 PRIORITY OF DOCUMENTS | 13 |
| 6.11 CERTIFICATIONS | 13 |
| 6.12 SACC MANUAL CLAUSES | 13 |
| 6.13 APPLICABLE LAWS..... | 14 |
| B. RESULTING CONTRACT CLAUSES | 14 |
| 6.1 REQUIREMENT | 14 |
| 6.2 STANDARD CLAUSES AND CONDITIONS..... | 14 |
| 6.3 TERM OF CONTRACT | 14 |
| 6.4 PAYMENT | 14 |
| 6.5 INVOICING INSTRUCTIONS | 15 |
| 6.6 INSURANCE – SPECIFIC REQUIREMENTS | 15 |
| 6.7 SACC MANUAL CLAUSES | 16 |
| ANNEX A | 17 |
| REQUIREMENT | 17 |
| ANNEX B-1 | 20 |

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

| | |
|--|-----------|
| BASIS OF PAYMENT | 20 |
| ANNEX C | 28 |
| AREA OF SERVICE (PICK-UP RIGHTS) | 28 |
| ANNEX D | 29 |
| INSURANCE REQUIREMENTS | 29 |
| ANNEX E | 32 |
| QUARTERLY USAGE REPORTING FORM | 32 |
| ANNEX F | 33 |
| EQUIPMENT | 33 |
| (VEHICLE INVENTORY) | 33 |
| ANNEX G | 34 |
| BUS TYPE ESTIMATED USAGES | 34 |
| ANNEX H | 38 |
| ADDITIONAL CERTIFICATIONS | 38 |

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, Quarterly Reporting Form, Financial Evaluation, and any other annexes.

1.2 Summary

- i. The Department of National Defence (DND), Regional Cadet Support Unit Central (RCSU(C)) North Bay Detachment, Hornell Heights, ON requires the provision of Highway Cruisers, Activity Buses and School Buses with drivers on an "as and when requested" basis. The buses are required to transport military personnel from various pick-up locations throughout Northern Ontario.
- ii. The period of the Standing Offer will be for 1 year, estimated from July 1, 2015 - June 30, 2016, with a right to request 2, 1-year extensions under the same terms and conditions.
- iii. Types of Buses: Highway Cruisers - 55 and 47 passenger;
School/Activity Bus - 48 passenger, and
School/Activity Bus/Mini-Coach - 16-20.
- iv. There are 36 Areas of Service detailed at Annex C. Offerors may bid on one or more Areas of Service for which they have Pick-up Rights.
- v. Offerors may bid on one or more bus type i.e. Highway Cruisers, Activity Bus and/or School Buses with drivers.

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

-
- vi. It is therefore anticipated that multiple Standing Offers may be awarded.
 - vii. The estimated expenditure for all locations is \$375,000.00 per year, proportionally based on overall annual estimated usages.
 - viii. As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors, or other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions
 - ix. The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
 - x. This procurement is limited to Canadian 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.

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

Delete: 60 days

Insert: 90 days

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 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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.

2.4 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex D, Evaluation. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- 1) The Offeror must comply with Annex A, Requirement;
- 2) The Offeror must complete and submit Annex C, Areas of Service (Pick-Up Rights) with their bid.

In order to be considered, Offerors must indicate by checking off the appropriate Area of Service (Pick-Up Rights) in Annex C, that they are licensed to pick-up passengers and operate in each of the designated Areas of Service for which they are bidding;

- 3) Offerors must provide a copy of their Public Vehicle Operating License with their bid to demonstrate that they are licensed to provide bus charter services in the Province of Ontario, for those pick-up areas specifically identified in Annex C, for which they are bidding;
- 4) The Offeror must submit a list of their vehicles in accordance with Annex F, Equipment (Vehicle Inventory)

Offerors must provide a current vehicle inventory list for the performance of the Work, depending on the types(s) of vehicle the offeror is bidding on. The inventory list is used to demonstrate an Offerors ability to meet the response times specified in Annex A, Requirement.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Evaluation

- (i) The Offeror must complete and submit with its offer, as a minimum, Annex B-1 (Highway Cruisers) or Annex B-2 (School/Activity Bus) or Annex B-3 (School/Activity Bus/Mini-Coach) Basis of Payment, though Offerors may submit responses to more than one Annex B, Basis of Payment. Firm Unit and Firm Lot Prices as required.
- (ii) Offerors must provide pricing for all price elements for the Firm and Extension Periods, as follows:
 - i) If an offeror is bidding on Highway Cruisers (Annex B-1), they must bid on items 1.1 and/or 1.2;
 - ii) If an offeror is bidding on School/Activity Buses (Annex B-2), they must bid on items 1.1 and 2.1;

iii) If an offeror is bidding on School/Activity Bus/Mini-Coach (Annex B-3), they must bid on item 1.1.

- (iii) Failure to submit complete pricing for at least one bus type as detailed above, will result in the offer being declared non-compliant and the offer will not be evaluated further.

4.1.2.2 Evaluation of Price

- (i) Each of the Areas of Service and bus type will be evaluated separately as detailed in Annex B-1, Highway Cruisers, Annex B-2, School/Activity Buses, Annex B-3, School/Activity Bus/Mini-Coach and Annex C, Area of Service (Pick-up Rights).

- (ii) The evaluation price for each location and bus type will be calculated as follows:

For Annex B-1, Basis of Payment, Highway Cruisers and Annex B-3, Basis of Payment, School/Activity Bus/Mini-Coach:

(a) The unit prices provided by the offeror for the Price per Kilometre (Live rate), Price per Kilometre (Deadhead rate), Wait Time, Minimum Daily Charge, and Reporting Charge (cancellation) will be multiplied by the estimated usages for each bus type identified in Annex G, Bus Type Estimated Usages. Totals will be added together to obtain the aggregate cost to be used in the evaluation.

For Annex B-2, Basis of Payment, Activity/School Bus:

a) The unit prices provided by the offeror for the Price per Kilometre (Live rate), Price per Kilometre (Deadhead rate), Wait Time, Minimum Daily Charge, and Reporting Charge (cancellation) will be multiplied by the estimated usages for each bus type identified in Annex G, Bus Type Estimated Usages; and

(b) Prices for Other Daily Rate (flat rate below minimum kilometres) multiplied by the estimated usages;

Totals will be added together to obtain the aggregate cost to be used in the evaluation. Calculations will be repeated for each extension period. The total price for the standing offer period and the two extension periods will be added together to arrive at the aggregate price for each location and bus type.

- (iii) SACC Manual clause M0220T (2007-05-25) Evaluation of Price.

4.2 Basis of Selection - Mandatory Technical Criteria Only

- 4.2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price for each bus type and Area of Service, will be recommended for issuance of a standing offer.

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

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

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 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.

5.1.2 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) 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.

5.1.3 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

5.1.3.1 SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

6.2 Security Requirements

6.2.1 There is no security requirement applicable to this Standing Offer.

6.3 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.

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

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

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

The data must be submitted to the Standing Offer Authority.

The reporting period is defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from July 1, 2015 to June 30, 2016.

6.4.2 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 2, 1-year periods, under the same conditions and at the rates or prices specified in the

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jeff Schmidt
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 33 City Centre Dr, Suite 480C
Mississauga, ON L5B 2N5

Telephone: 905-615-2058
Facsimile: 905-615-2060
E-mail address: jeff.schmidt@pwgsc.gc.ca

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

6.5.2 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.

6.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Identified Users

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

6.7 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.

6.8 Limitation of Call-ups

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

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (to be inserted at Standing Offer award) (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or five (5) days before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.10 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 2010C (2014-09-25), General Conditions – Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Area of Service (Pick-up Rights);
- h) Annex D, Insurance Requirements;
- i) Annex E, Quarterly Usage Reporting Form;
- j) the Offeror's offer dated _____.

6.11 Certifications

6.11.1 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.

6.12 SACC Manual Clauses

SACC Manual clause M3060C (2008-05-12) Canadian Content Certification

6.13 Applicable Laws

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

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.

6.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010C (2014-09-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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

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

6.4.2 Limitation of Expenditure

6.4.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*to be inserted at Standing Offer Award*). Customs duties are included and Applicable Taxes are extra.

6.4.2.2 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.

6.4.2.3 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.

6.4.3 Single Payment

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

6.4.4 SACC Manual Clauses

C0711C (2008-05-12) Time Verification
A9117C (2007-11-30) T1204 - Direct Request by Customer Department

6.5 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.

The following must be followed when submitting invoices:

- a. The invoice must identify the call-up number
- b. The invoice must identify the consignee address where the services were provided
- c. Each call-up and consignee point must be invoiced separately

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

6.6 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

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.

6.7 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations
B7500C (2006-06-16) Excess Goods

ANNEX A

REQUIREMENT

1. REQUIREMENT

The Department of National Defence (DND), Regional Cadet Support Unit Central (RCSU(C)) North Bay Detachment, Hornell Heights, ON requires the provision of Highway Cruisers, Activity Buses and School Buses with drivers on an "as and when requested" basis. The buses are required to transport military personnel from various pick-up locations throughout Northern Ontario.

2. TYPE OF BUSES

2.1 Highway Cruiser

Minimum seating capacity of 55 and 47 passengers with driver, washroom and air conditioning.

2.2 School/Activity Bus

Minimum seating capacity of 48 passengers with driver, with or without washroom, and with or without air conditioning.

2.3 School/Activity Bus/Mini-Coach

Seating capacity for 16-20 passengers with driver.

All buses must not exceed ten (10) years in age and be in good operational condition

3. PICK-UP RIGHTS

The Offeror must hold pick-up rights in the towns and cities identified in Annex C, Area of Service. The DND military personnel will be picked up from these locations for delivery to various destinations in Ontario and Quebec.

4. LICENSING

Vehicles must be licensed in accordance with the Public Vehicles Act and regulations and all other Acts governing public transportation.

5. CALL-UP RESPONSE REQUIREMENTS

Vehicles may be required on an immediate basis and/or extremely short notice. Consequently, the Offeror must have sufficient vehicles to ensure rental requests are actioned within twenty-four (24) hours of receipt.

For requirements that are not of an immediate nature, the Offeror must respond within 72 Hours. Offerors must provide their current inventory list for highway cruisers / activity bus/ school buses on a separate sheet to indicate their ability to meet these response times.

6. ORDER PLACING:

Orders will be placed by the Chief Dispatcher or their designate(s) at RSCU(C) North Bay. Orders will normally be placed by telephone with reference given to the Standing Offer Number, a Control Number and all pertinent information necessary to successfully action the request. Written confirmation of

telephone orders will follow by issuance of form PWGSC-TPSGC 942 (Requisition Against a Standing Offer), or other electronic document.

7. DISTANCE COMPUTATIONS:

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

8. TRAVEL EXPENSES

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

9. DEFINITION OF TERMS

9.1 Charter

The supply of a bus rental with driver to be provided by the Offeror. Charges for charters are a per kilometer charge plus a minimum daily charge or other daily rate.

Canada will only pay for those costs for travel from the DND Base in question to the DND destination and return to DND base. In any resultant call-up, Canada will not pay any Offeror for any cost from the offerors depot to the base or from the base to the offerors depot. Offerors must include such cost, if any, as an overhead in their per kilometer rate.

9.2 Reporting Charge (Cancellation):

A charge that is to be paid if the bus reports to DND at DND's request but is not used. This charge would be payable from the moment the bus leaves the Offeror's premises. One firm lot price for each incident. Reporting Charge (Cancellation) will not apply if the Offeror is provided with at least twenty-four (24) hours notice of cancellation

9.3 Wait Time

Time spent waiting for authorization from the DND service site authority or their designated alternate, except for call-ups for Minimum Daily Charge.

9.4 Live Rate

Time in transit with passengers

9.5 Deadhead Rate

Charges levied from drop-off point to original pick-up point without passengers.

9.6 Minimum Daily Charge

The minimum daily charge provided by Offerors will apply to charters where:

- (a) this amount exceeds the total amount of the per kilometer rate multiplied by the number of kilometers travelled, and
- (b) where the total kilometers travelled exceeds the kilometers stated under Section 2, Other Daily Rate.

9.7 Other Daily Rate

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

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

ANNEX B-1

BASIS OF PAYMENT

1. HIGHWAY CRUISERS - FIRM PERIOD YEAR ONE (date to be inserted at Standing Offer issuance)

For the provision of bus charter services with drivers for Highway Cruisers in accordance with all specifications detailed in Annex A, Requirement.

The rates will apply to any of the Areas of Service (pick-up rights) detailed at Annex C, Areas of Service. The prices quoted must be firm all inclusive but not limited to: Driver, fuel, oil and all other operation costs, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Customs duties and Excise Taxes included, if applicable.

| ITEM | BUS TYPE & CAPACITY | PRICE PER KM | | WAIT TIME (if applicable) | MIN DAILY CHARGE | REPORTING CHARGE (CANCELLATION) LOT PRICE |
|------|---|--------------|-----------|------------------------------|------------------|---|
| | | LIVE | DEAD HEAD | | | |
| 1.1 | 47 Passenger Highway Cruiser, with driver, washroom and air conditioning. | \$ | \$ | \$ /hr | \$_____/day | \$_____/ea |
| 1.2 | 55 Passenger Highway Cruiser, with driver, washroom and air conditioning. | \$ | \$ | \$ /hr | \$_____/day | \$_____/ea |

2. AUTHORIZED TRAVEL AND LIVING

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

1. HIGHWAY CRUISERS - OPTION PERIOD YEAR TWO (date to be inserted at Standing Offer issuance)

The rates will apply to any of the Areas of Service (pick-up rights) detailed at Annex C, Areas of Service. The prices quoted must be firm all inclusive but not limited to: Driver, fuel, oil and all other operation costs, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Customs duties and Excise Taxes included, if applicable.

| ITEM | BUS TYPE & CAPACITY | PRICE PER KM | WAIT TIME (if applicable) | MIN DAILY CHARGE | REPORTING CHARGE (CANCELLATION) |
|------|---------------------|--------------|------------------------------|------------------|------------------------------------|
|------|---------------------|--------------|------------------------------|------------------|------------------------------------|

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

| | | LIVE | DEAD HEAD | | | | N) LOT PRICE |
|-----|---|------|-----------|---|--------|--------|---------------------------|
| 1.1 | 47 Passenger Highway Cruiser, with driver, washroom and air conditioning. | \$ | \$ | + | \$ /hr | o r | \$_____/day or \$_____/ea |
| 1.2 | 55 Passenger Highway Cruiser, with driver, washroom and air conditioning. | \$ | \$ | + | \$ /hr | o r | \$_____/day or \$_____/ea |

2. AUTHORIZED TRAVEL AND LIVING

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

1. HIGHWAY CRUISERS - OPTION PERIOD YEAR THREE (date to be inserted at Standing Offer issuance)

The rates will apply to any of the Areas of Service (pick-up rights) detailed at Annex C, Areas of Service. The prices quoted must be firm all inclusive but not limited to: Driver, fuel, oil and all other operation costs, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Customs duties and Excise Taxes included, if applicable.

| ITEM | BUS TYPE & CAPACITY | PRICE PER KM | | WAIT TIME (if applicable) | MIN DAILY CHARGE | REPORTING CHARGE (CANCELLATION) LOT PRICE | |
|------|---|--------------|-----------|------------------------------|------------------|---|---------------------------|
| | | LIVE | DEAD HEAD | | | | |
| 1.1 | 47 Passenger Highway Cruiser, with driver, washroom and air conditioning. | \$ | \$ | + | \$ /hr | o r | \$_____/day or \$_____/ea |
| 1.2 | 55 Passenger Highway Cruiser, with driver, washroom and air conditioning. | \$ | \$ | + | \$ /hr | o r | \$_____/day or \$_____/ea |

2. AUTHORIZED TRAVEL AND LIVING

Authorized Travel and Living expenses in accordance with Treasury Board Travel Directive in effect at time travel occurs. Current rates are posted on: http://www.tbs-sct.gc.ca/travel/travel_e.html

Standing Offer No. - N° de l'offre

W0107-14CD01/A

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

W0107-14CD01

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-4-37148

Buyer ID - Id de l'acheteur

tor31

CCC No./N° CCC - FMS No./N° VME

(Note: travel and living expenses quoted by TB include GST. Offeror must separate when submitting invoices to DND.

ANNEX B-2 BASIS OF PAYMENT

1. SCHOOL/ACTIVITY BUS - FIRM PERIOD YEAR ONE (date to be inserted at Standing Offer issuance)

For the provision of bus charter services with drivers for Activity/School Buses in accordance with all specifications detailed in Annex A, Requirement.

The rates will apply to any of the Areas of Service (pick-up rights) detailed at Annex C, Areas of Service. The prices quoted must be firm all inclusive but not limited to: Driver, fuel, oil and all other operation costs, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Customs duties and Excise Taxes included, if applicable.

| ITEM | BUS TYPE & CAPACITY | PRICE PER KM | | WAIT TIME (if applicable) | MIN DAILY CHARGE | REPORTING CHARGE (CANCELLATION) LOT PRICE |
|------|--|--------------|-----------|------------------------------|------------------|---|
| | | LIVE | DEAD HEAD | | | |
| 1.1 | 48 Passenger School/Activity Bus with driver, with or without washroom, with or without air conditioning | \$ | \$ | \$ /hr | \$ /day | \$ /ea |

2 OTHER DAILY RATE

The other daily rate (flat rate) will apply to all charter rentals in the Activity/School Bus category in accordance with the number of minimum kilometres as indicated below.

| ITEM | OTHER DAILY RATE | KILOMETRES | FLAT RATE FOR BELOW MINIMUM KM'S |
|------|----------------------------------|------------|----------------------------------|
| 2.1 | 48 Passenger School/Activity Bus | 50 | \$ /bus |

3. AUTHORIZED TRAVEL AND LIVING

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

1. SCHOOL/ACTIVITY BUS - OPTION PERIOD YEAR TWO (date to be inserted at Standing Offer issuance)

| ITEM | BUS TYPE & CAPACITY | PRICE PER KM | | WAIT TIME (if applicable) | MIN DAILY CHARGE | REPORTING CHARGE (CANCELLATION) LOT PRICE |
|------|--|--------------|-----------|------------------------------|------------------|---|
| | | LIVE | DEAD HEAD | | | |
| 1.1 | 48 Passenger School/Activity Bus with driver, with or without washroom, with or without air conditioning | \$ | \$ | \$ /hr | \$ /day | \$ /ea |

2. OTHER DAILY RATE

The other daily rate (flat rate) will apply to all charter rentals in the Activity/School Bus category in accordance with the number of minimum kilometres as indicated below.

| ITEM | OTHER DAILY RATE | KILOMETRES | FLAT RATE FOR BELOW MINIMUM KM'S |
|------|----------------------------------|------------|----------------------------------|
| 2.1 | 48 Passenger School/Activity Bus | 50 | \$ /bus |

3. AUTHORIZED TRAVEL AND LIVING

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

1. SCHOOL/ACTIVITY BUS - OPTION PERIOD YEAR THREE (date to be inserted at Standing Offer issuance)

| ITEM | BUS TYPE & CAPACITY | PRICE PER KM | | WAIT TIME (if applicable) | MIN DAILY CHARGE | REPORTING CHARGE (CANCELLATION) LOT PRICE |
|------|--|--------------|-----------|------------------------------|------------------|---|
| | | LIVE | DEAD HEAD | | | |
| 1.1 | 48 Passenger School/Activity Bus with driver, with or without washroom, with or without air conditioning | \$ | \$ | \$ /hr | \$ /day | \$ /ea |

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

2 OTHER DAILY RATE

The other daily rate (flat rate) will apply to all charter rentals in the Activity/School Bus category in accordance with the number of minimum kilometres as indicated below.

| ITEM | OTHER DAILY RATE | KILOMETRES | FLAT RATE FOR BELOW MINIMUM KM'S |
|------|-------------------------------------|------------|-------------------------------------|
| 2.1 | 48 Passenger School/Activity Bus | 50 | \$ _____ /bus |

3. AUTHORIZED TRAVEL AND LIVING

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

ANNEX B-3 BASIS OF PAYMENT

1. SCHOOL/ACTIVITY BUS/MINI-COACH - FIRM PERIOD YEAR ONE (date to be inserted at Standing Offer issuance)

For the provision of bus charter services with drivers for School/Activity Bus/Mini-Coach Bus in accordance with all specifications detailed in Annex A, Requirement.

The rates will apply to any of the Areas of Service (pick-up rights) detailed at Annex C, Areas of Service. The prices quoted must be firm all inclusive but not limited to: Driver, fuel, oil and all other operation costs, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Customs duties and Excise Taxes included, if applicable.

| ITEM | BUS TYPE & CAPACITY | PRICE PER KM | | WAIT TIME (if applicable) | MIN DAILY CHARGE | REPORTING CHARGE (CANCELLATION) LOT PRICE |
|------|--|--------------|-----------|---------------------------|------------------|---|
| | | LIVE | DEAD HEAD | | | |
| 1.1 | 16-20 Passenger School/Activity Bus/Mini-Coach with driver | \$ | \$ | \$ /hr | \$ /day or | \$ /ea |

2. AUTHORIZED TRAVEL AND LIVING

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

1. SCHOOL/ACTIVITY BUS/MINI-COACH - OPTION PERIOD YEAR TWO (date to be inserted at Standing Offer issuance)

| ITEM | BUS TYPE & CAPACITY | PRICE PER KM | | WAIT TIME (if applicable) | MIN DAILY CHARGE | REPORTING CHARGE (CANCELLATION) LOT PRICE |
|------|--|--------------|-----------|---------------------------|------------------|---|
| | | LIVE | DEAD HEAD | | | |
| 1.1 | 16-20 Passenger School/Activity Bus/Mini-Coach with driver | \$ | \$ | \$ /hr | \$ /day or | \$ /ea |

2. AUTHORIZED TRAVEL AND LIVING

Authorized Travel and Living expenses in accordance with Treasury Board Travel Directive in effect at time travel occurs. Current rates are posted on: http://www.tbs-sct.gc.ca/travel/travel_e.html

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

(Note: travel and living expenses quoted by TB include GST. Offeror must separate when submitting invoices to DND.

1. SCHOOL/ACTIVITY BUS/MINI-COACH - OPTION PERIOD YEAR THREE (date to be inserted at Standing Offer issuance)

| ITEM | BUS TYPE & CAPACITY | PRICE PER KM | | WAIT TIME (if applicable) | MIN DAILY CHARGE | REPORTING CHARGE (CANCELLATION) LOT PRICE |
|------|--|--------------|-----------|---------------------------|------------------|---|
| | | LIVE | DEAD HEAD | | | |
| 1.1 | 16-20 Passenger School/Activity Bus/Mini-Coach with driver | \$ | \$ | \$ + /hr | \$_____/day or | \$_____/ea |

2. AUTHORIZED TRAVEL AND LIVING

Authorized Travel and Living expenses in accordance with Treasury Board Travel Directive in effect at time travel occurs. Current rates are posted on: http://www.tbs-sct.gc.ca/travel/travel_e.html

(Note: travel and living expenses quoted by TB include GST. Offeror must separate when submitting invoices to DND.

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

ANNEX C

AREA OF SERVICE (PICK-UP RIGHTS)

Note: All wording italicized will be deleted upon Standing Offer issuance.

To be considered, Bidders must indicate (by placing an 'X' in the box) those locations for which they have Pick-up Rights using the following Points of Origin list.

| City (Points of Origin) | Pick-up Rights |
|----------------------------|----------------|
| Alban | |
| Atikokan | |
| Blind River | |
| Bracebridge | |
| Burks Falls | |
| Cochrane | |
| Dryden | |
| Elliot Lake | |
| Englehart | |
| Espanola | |
| Fort Frances | |
| Geraldton | |
| Hearst | |
| Huntsville | |
| Iroquois Falls | |
| Kapuskasing | |
| Kenora | |
| Kirkland Lake | |
| Little Current | |
| Marathon | |
| Midland | |
| New Liskeard | |
| Nipigon | |
| North Bay | |
| Orillia | |
| Parry Sound | |
| Pembroke | |
| Petawawa | |
| Red Lake | |
| Renfrew | |
| Sault Ste Marie | |
| Sudbury | |
| Terrace Bay | |
| Timmins | |
| Thunder Bay | |
| Vermillion Bay | |

ANNEX D

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.
2. The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under

the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2. 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 #6b - School Bus Endorsement
 - f. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
 - g. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
8 to 12 Passengers: \$5,000,000

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

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

- h. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B
/ Quebec: QEF #27 / Other Provinces: SEF#27

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

ANNEX E

QUARTERLY USAGE REPORTING FORM

The data must be submitted to the Standing Offer Authority.

The reporting period is defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period

| | | |
|---------------------------------|---|--|
| Standing Offer No. | Start Date of SO dd/mm/yyyy | End Date of SO dd/mm/yyyy |
| Total Value to Date \$ _____ | Total Value for Report Period \$ _____ | Start Date - End Date dd/mm/yyyy-dd/mm/yyyy |
| Invoice Number | Date of Call-up | Total Value of Call-Up |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

-

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

ANNEX F
EQUIPMENT
(VEHICLE INVENTORY)

The Offeror has the following equipment for the performance of work:

| Item # | Description | Quantity |
|--------|-------------|----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ANNEX G

BUS TYPE ESTIMATED USAGES

Note: The estimated usages for the proposed Standing Offer are based on previous history and forecasted usage. The estimated usages are provided in good faith for evaluation purposes only and does not represent an agreement by the Crown for the estimated quantity.

1. HIGHWAY CRUISERS

| Pick-Up Location | 47 Passenger Hwy Cruiser | | | | |
|------------------|--------------------------|---------------|-----------------|----------------------|---|
| | Live (KM) | Deadhead (KM) | Wait Time (hrs) | Minimum Daily Charge | Reporting Charge (Cancellation) Lot Price |
| Alban | 0 | 0 | 48 | 1 | 1 |
| Atikokan, | 0 | 0 | 48 | 1 | 1 |
| Blind River | 0 | 0 | 48 | 1 | 1 |
| Bracebridge | 0 | 0 | 48 | 1 | 1 |
| Burks Falls | 0 | 0 | 48 | 1 | 1 |
| Cochrane | 0 | 0 | 48 | 1 | 1 |
| Dryden | 0 | 0 | 48 | 1 | 1 |
| Elliot Lake | 0 | 0 | 48 | 1 | 1 |
| Englehart | 0 | 0 | 48 | 1 | 1 |
| Espanola | 0 | 0 | 48 | 1 | 1 |
| Fort Frances | 2100 | 700 | 48 | 1 | 1 |
| Geraldton | 1060 | 530 | 48 | 1 | 1 |
| Hearst | 7080 | 1000 | 48 | 1 | 1 |
| Huntsville | 2000 | 400 | 48 | 1 | 1 |
| Iroquois Falls | 0 | 0 | 48 | 1 | 1 |
| Kapuskasing | 6000 | 1000 | 48 | 1 | 1 |
| Kenora | 4000 | 1000 | 48 | 1 | 1 |
| Kirkland Lake | 0 | 0 | 48 | 1 | 1 |
| Little Current | 0 | 0 | 48 | 1 | 1 |
| Marathon | 900 | 300 | 48 | 1 | 1 |
| Midland | 0 | 0 | 48 | 1 | 1 |
| New Liskeard | 0 | 0 | 48 | 1 | 1 |
| Nipigon | 0 | 0 | 48 | 1 | 1 |
| North Bay | 0 | 0 | 48 | 1 | 1 |
| Orillia | 0 | 0 | 48 | 1 | 1 |
| Parry Sound | 0 | 0 | 48 | 1 | 1 |
| Pembroke | 0 | 0 | 48 | 1 | 1 |
| Petawawa | 0 | 0 | 48 | 1 | 1 |
| Red Lake | 3420 | 1000 | 48 | 1 | 1 |
| Renfrew | 0 | 0 | 48 | 1 | 1 |
| Sault Ste Marie | 6000 | 2000 | 48 | 1 | 1 |
| Sudbury | 3000 | 1000 | 48 | 1 | 1 |
| Terrace Bay | 0 | 0 | 48 | 1 | 1 |
| Timmins | 4000 | 1000 | 48 | 1 | 1 |

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

| | | | | | |
|----------------|------|---|----|---|---|
| Thunder Bay | 1000 | 0 | 48 | 1 | 1 |
| Vermillion Bay | 0 | 0 | 48 | 1 | 1 |

| Pick-Up Location | 55 Passenger Hwy Cruiser | | | | |
|------------------|--------------------------|---------------|-----------------|----------------------|---|
| | Live (KM) | Deadhead (KM) | Wait Time (hrs) | Minimum Daily Charge | Reporting Charge (Cancellation) Lot Price |
| Alban | 0 | 0 | 48 | 1 | 1 |
| Atikokan, | 0 | 0 | 48 | 1 | 1 |
| Blind River | 0 | 0 | 48 | 1 | 1 |
| Bracebridge | 0 | 0 | 48 | 1 | 1 |
| Burks Falls | 0 | 0 | 48 | 1 | 1 |
| Cochrane | 0 | 0 | 48 | 1 | 1 |
| Dryden | 0 | 0 | 48 | 1 | 1 |
| Elliot Lake | 0 | 0 | 48 | 1 | 1 |
| Englehart | 0 | 0 | 48 | 1 | 1 |
| Espanola | 0 | 0 | 48 | 1 | 1 |
| Fort Frances | 2100 | 700 | 48 | 1 | 1 |
| Geraldton | 1060 | 530 | 48 | 1 | 1 |
| Hearst | 7080 | 1000 | 48 | 1 | 1 |
| Huntsville | 2000 | 400 | 48 | 1 | 1 |
| Iroquois Falls | 0 | 0 | 48 | 1 | 1 |
| Kapuskasing | 6000 | 1000 | 48 | 1 | 1 |
| Kenora | 4000 | 1000 | 48 | 1 | 1 |
| Kirkland Lake | 0 | 0 | 48 | 1 | 1 |
| Little Current | 0 | 0 | 48 | 1 | 1 |
| Marathon | 900 | 300 | 48 | 1 | 1 |
| Midland | 0 | 0 | 48 | 1 | 1 |
| New Liskeard | 0 | 0 | 48 | 1 | 1 |
| Nipigon | 0 | 0 | 48 | 1 | 1 |
| North Bay | 0 | 0 | 48 | 1 | 1 |
| Orillia | 0 | 0 | 48 | 1 | 1 |
| Parry Sound | 0 | 0 | 48 | 1 | 1 |
| Pembroke | 0 | 0 | 48 | 1 | 1 |
| Petawawa | 0 | 0 | 48 | 1 | 1 |
| Red Lake | 3420 | 1000 | 48 | 1 | 1 |
| Renfrew | 0 | 0 | 48 | 1 | 1 |
| Sault Ste Marie | 6000 | 2000 | 48 | 1 | 1 |
| Sudbury | 3000 | 1000 | 48 | 1 | 1 |
| Terrace Bay | 0 | 0 | 48 | 1 | 1 |
| Timmins | 4000 | 1000 | 48 | 1 | 1 |
| Thunder Bay | 1000 | 0 | 48 | 1 | 1 |
| Vermillion Bay | 0 | 0 | 48 | 1 | 1 |

2. SCHOOL/ACTIVITY BUS

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

| Pick-Up Location | 48 Passenger School/Activity Bus | | | | |
|------------------|----------------------------------|---------------|-----------------|----------------------|---|
| | Live (KM) | Deadhead (KM) | Wait Time (hrs) | Minimum Daily Charge | Reporting Charge (Cancellation) Lot Price |
| Alban | 0 | 0 | 0 | 0 | 0 |
| Atikokan, | 1200 | 300 | 48 | 1 | 1 |
| Blind River | 2000 | 500 | 48 | 1 | 1 |
| Bracebridge | 805 | 201 | 48 | 1 | 1 |
| Burks Falls | 900 | 225 | 48 | 1 | 1 |
| Cochrane | 1350 | 338 | 48 | 1 | 1 |
| Dryden | 1300 | 325 | 48 | 1 | 1 |
| Elliot Lake | 1200 | 300 | 48 | 1 | 1 |
| Englehart | 1000 | 250 | 48 | 1 | 1 |
| Espanola | 1000 | 250 | 48 | 1 | 1 |
| Fort Frances | 1300 | 325 | 48 | 1 | 1 |
| Geraldton | 1130 | 283 | 48 | 1 | 1 |
| Hearst | 1780 | 445 | 48 | 1 | 1 |
| Huntsville | 852 | 213 | 48 | 1 | 1 |
| Iroquois Falls | 1280 | 320 | 48 | 1 | 1 |
| Kapuskasing | 1600 | 400 | 48 | 1 | 1 |
| Kenora | 2180 | 545 | 48 | 1 | 1 |
| Kirkland Lake | 1100 | 275 | 48 | 1 | 1 |
| Little Current | 1108 | 277 | 48 | 1 | 1 |
| Marathon | 1212 | 303 | 48 | 1 | 1 |
| Midland | 1722 | 431 | 48 | 1 | 1 |
| New Liskeard | 930 | 233 | 48 | 1 | 1 |
| Nipigon | 840 | 210 | 48 | 1 | 1 |
| North Bay | 1800 | 450 | 48 | 1 | 1 |
| Orillia | 1028 | 257 | 48 | 1 | 1 |
| Parry Sound | 900 | 225 | 48 | 1 | 1 |
| Pembroke | 1628 | 407 | 48 | 1 | 1 |
| Petawawa | 1000 | 250 | 48 | 1 | 1 |
| Red Lake | 1740 | 435 | 48 | 1 | 1 |
| Renfrew | 1140 | 285 | 48 | 1 | 1 |
| Sault Ste Marie | 2680 | 670 | 48 | 1 | 1 |
| Sudbury | 3260 | 815 | 48 | 1 | 1 |
| Terrace Bay | 1050 | 263 | 48 | 1 | 1 |
| Timmins | 2540 | 635 | 48 | 1 | 1 |
| Thunder Bay | 1800 | 450 | 48 | 1 | 1 |
| Vermillion Bay | 1400 | 350 | 48 | 1 | 1 |

3. SCHOOL/ACTIVITY BUS/MINI-COACH

| Pick-Up Location | 16-20 Passenger School/Activity Bus/Mini-Coach |
|------------------|--|
|------------------|--|

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

| | Live (KM) | Deadhead (KM) | Wait Time (hrs) | Minimum Daily Charge | Reporting Charge (Cancellation) Lot Price |
|-----------------|-----------|---------------|-----------------|----------------------|---|
| Alban | 0 | 0 | 0 | 0 | 0 |
| Atikokan, | 1200 | 300 | 48 | 1 | 1 |
| Blind River | 2000 | 500 | 48 | 1 | 1 |
| Bracebridge | 805 | 201 | 48 | 1 | 1 |
| Burks Falls | 900 | 225 | 48 | 1 | 1 |
| Cochrane | 1350 | 338 | 48 | 1 | 1 |
| Dryden | 1300 | 325 | 48 | 1 | 1 |
| Elliot Lake | 1200 | 300 | 48 | 1 | 1 |
| Englehart | 1000 | 250 | 48 | 1 | 1 |
| Espanola | 1000 | 250 | 48 | 1 | 1 |
| Fort Frances | 1300 | 325 | 48 | 1 | 1 |
| Geraldton | 1130 | 283 | 48 | 1 | 1 |
| Hearst | 1780 | 445 | 48 | 1 | 1 |
| Huntsville | 852 | 213 | 48 | 1 | 1 |
| Iroquois Falls | 1280 | 320 | 48 | 1 | 1 |
| Kapuskasing | 1600 | 400 | 48 | 1 | 1 |
| Kenora | 2180 | 545 | 48 | 1 | 1 |
| Kirkland Lake | 1100 | 275 | 48 | 1 | 1 |
| Little Current | 1108 | 277 | 48 | 1 | 1 |
| Marathon | 1212 | 303 | 48 | 1 | 1 |
| Midland | 1722 | 431 | 48 | 1 | 1 |
| New Liskeard | 930 | 233 | 48 | 1 | 1 |
| Nipigon | 840 | 210 | 48 | 1 | 1 |
| North Bay | 1800 | 450 | 48 | 1 | 1 |
| Orillia | 1028 | 257 | 48 | 1 | 1 |
| Parry Sound | 900 | 225 | 48 | 1 | 1 |
| Pembroke | 1628 | 407 | 48 | 1 | 1 |
| Petawawa | 1000 | 250 | 48 | 1 | 1 |
| Red Lake | 1740 | 435 | 48 | 1 | 1 |
| Renfrew | 1140 | 285 | 48 | 1 | 1 |
| Sault Ste Marie | 2680 | 670 | 48 | 1 | 1 |
| Sudbury | 3260 | 815 | 48 | 1 | 1 |
| Terrace Bay | 1050 | 263 | 48 | 1 | 1 |
| Timmins | 2540 | 635 | 48 | 1 | 1 |
| Thunder Bay | 1800 | 450 | 48 | 1 | 1 |
| Vermillion Bay | 1400 | 350 | 48 | 1 | 1 |

Standing Offer No. - N° de l'offre
W0107-14CD01/A
Client Ref. No. - N° de réf. du client
W0107-14CD01

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-4-37148

Buyer ID - Id de l'acheteur
tor31
CCC No./N° CCC - FMS No./N° VME

ANNEX H

ADDITIONAL CERTIFICATIONS

1. Board of Directors

In accordance with Section 1, Integrity Provisions – Offer, Offerors are required to provide a list of their Board of Directors before contract award. Offerors are requested to provide this information in their bid.

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.