



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

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

Bid Fax: (250) 363-3344

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

Title - Sujet RMSO - BUSES	
Solicitation No. - N° de l'invitation E6VIC-150002/A	Date 2015-11-23
Client Reference No. - N° de référence du client E6VIC-150002	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-211-6852
File No. - N° de dossier VIC-5-38112 (211)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-12-14	
Time Zone Fuseau horaire Pacific Standard Time PST	
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Park, Isabell	Buyer Id - Id de l'acheteur vic211
Telephone No. - N° de téléphone (250)363-3981 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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VIC-5-38112

Buyer ID - Id de l'acheteur
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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, and any other annexes.

1.2 Summary

Regional Master Standing Offers (RMSOs) are invited for the provision of Bus Rental without operator and Bus Charter with operator services to be provided on an "as and when requested" basis for use by various Federal Government Departments and Agencies in British Columbia and the Yukon Territory.

The vehicles for hire or rental will include various sized highway-style cruisers and school buses or activity style buses with and without driver, and will be used to transport various personnel such as Regular and Reserve Force members, civilians, cadets, special visitors, both government and non-government personnel as per operational requirements.

It is estimated that the total cost of services that could be ordered against the resulting standing offers could amount to \$2,000,000.00 over a three year period.

The RMSOs will be available to be used by various Federal Government Departments and Agencies. Most of the requirements will be for trips from and to Department of National Defence (DND) Canadian Forces Base (CFB) Esquimalt, DND 19 Wing Comox and other destinations within the Province of British Columbia for the DND, with occasional trips to Alberta and the United States. Other federal government departments and agencies located on Vancouver Island or Mainland British Columbia will also be authorized to make call-ups against the Standing Offers.

The area of coverage is divided into the following geographic zones:

ZONE 1 - Greater Vancouver and Fraser Valley (including the Lower Mainland from Whistler to Hope), including but not limited to:

Vancouver	Richmond
North Vancouver	White Rock
West Vancouver	Mission
Tsawwassen	Maple Ridge
Horseshoe Bay	Golden Ears Park

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Grouse Mountain	Chilliwack, including local training areas i.e. Pierce Creek, Columbia
Whistler	Valley, Volkes Range etc.
Squamish	Abbotsford
Port Moody	Agassiz
Port Coquitlam	Hope
Langley	New Westminster
Delta	Aldergrove
Surrey	

ZONE 2 - Vancouver Island (including the Gulf Islands), including but not limited to:

Seal Bay (Comox)	Victoria
Nanaimo	Port Alberni
Rocky Point	Campbell River
Albert Head	Powell River
Tofino	Little River - Powell River Ferry Terminal
Canadian Forces Base Esquimalt, Victoria BC	Mount Washington
19 Wing Comox, Lazo BC	Port McNeil
	Coombs

ZONE 3 - Central British Columbia, including but not limited to:

Kelowna	Castlegar
Penticton	Merritt
Cranbrook	Revelstoke
Salmon Arm	Williams Lake
Creston	100 Mile House
Trail	Kamloops
Vernon, B.C, including local training areas within Vernon Cadet	Nelson
Camp boundaries, and Bennetts Ranch located approx 40km	Summerland
South of Camp and Cherryville Range located approx 54km East	Princeton
of Camp.	Kimberley
Golden	Grand Forks
Fernie	Oliver
Sparwood	

ZONE 4 - Northern British Columbia, including but not limited to:

Burns Lake	Chetwynd
New Hazelton	Quesnel
Prince George	Dawson Creek
Prince Rupert	Mackenzie
Terrace	Vanderhoof
Kitimat	Fort St John
Houston	Smithers
	Tumbler Ridge

ZONE 5 - Yukon Territory, including but limited to:

Whitehorse, YT

The period for making call-ups against the standing offer(s) is 3 years from the issuance of the Standing Offer.

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

The requirement is limited to 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](#) (2015-07-03) 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.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Improvement of Requirement During Solicitation Period

Should Offerors consider that the specifications or Statement of Work contained in the Request for Standing Offers could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the bid solicitation. Offers must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least five days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.5 Enquiries - Request for Standing Offers

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

2.6 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 British Columbia.

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 copies)
- Section II: Financial Offer (1 hard copies)
- Section III: Certifications (1 hard copies)

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 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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation.

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

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

- a. Offerors must currently hold a valid Passenger Transportation License, in their own name. Copy of the valid license to provide bus charter services or to provide bus rentals in the Province of British Columbia must be provided prior to the contract award.
- b. In addition, those Offerors who intend to offer services to other Provinces or to the United States, must provide evidence of their Extra-Provincial Operating Permit prior to the contract award.
- c. Supplier must demonstrate their ability to provide buses within the specified time to the zone they are bidding. Supplier may demonstrate the ability by having depot locations and or buses located within the zone or provide method of delivery from another zone.

4.1.1.2 Supporting Information

In the event that the Bidder fails to submit any supporting information pursuant to technical evaluation criteria, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

Offerors must submit firm unit prices in Canadian dollars in accordance with Annex "B".

4.1.2.2 Evaluation Grid

Canada will conduct the financial evaluation of responsive offers in accordance with the following:

Listed below are a number of different scenarios that are representative of the various rental/charter options available in the past. Offerors are advised that the evaluation and basis for selection will be based on the following scenarios, using the rates quoted in Annex "B". These scenarios are used for evaluation purposes only and will not appear in the resulting Standing Offers(s).

Charter Rates for each type of buses with driver, for both live and deadhead kilometers:

1. 5 hours charter of 175km each X 95 charters:
 2. 6 days charter of 2500 km each X 95 charters:
 3. OT Rate X 12 hours:
 4. Cancellation charge X 2 cancellations:
 5. Overnight charge (with accommodation) X 75 nights:
 6. Overnight charge (without accommodation) X 75 nights:
- Total Evaluated price = sum charges 1 thru 6

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

4.3 Multiple Standing Offers

Up to three (3) responsive offers with the lowest evaluated price on an item by item basis per Geographic Zone will be recommended for issuance of a Standing Offer for that particular Zone.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 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](#).

5.2.1.3.1.1 *SACC Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Insurance Requirement

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 D**.

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

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

7.2 Security Requirements

There may be a Security Requirement associated with the call-up against the Standing Offer. It is the responsibility of the Standing Offer Holder to ensure that the necessary personnel will have the proper security clearance to fulfill the requirement.

1. At time of call-up, the identified user must select one of the following:
 - This requirement does not include a security requirement or;
 - There is a security requirement associated with the requirement
2. When there is a security requirement associated with the requirement, the Identified User should select one of the following:

Escorted

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

Hold the Security Clearance specified in the call-up against the Standing Offer.

1. Before issuance of a call-up, the following conditions must be met when required:
 - a) The Offeror must hold a valid organizations security clearance.
 - b) The Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement;
 - c) The Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Canada will not delay the issuance of any call-up to allow offerors to obtain the required clearance.

3. For additional information on security requirements, Offerors should consult the "Security Requirements on PWGSC Bid Solicitation – Instruction for bidders" document on Departmental Standard Procurement Documents Website (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plainpm-e.html#a31>).

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>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2015-07-03) 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 January 1, 2016 to December 31, 2018.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Ji-Yon Isabell Park
Public Works and Government Services Canada
Pacific Region
Acquisitions
Telephone: 250-363-3981
E-mail address ji-yonisabell.park@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 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

(To be completed at Standing Offer award)

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 Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

7.8 Call-up Procedures

The client reserves right to contact supplier based on the location, availability and price. If first supplier cannot provide the buses required, then the client will contact the next supplier on the list.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or electronic document.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.11 Financial Limitation – Total

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 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 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2015-07-03) General Conditions – Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable.*)

7.13 Certifications

7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

7.14 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 _____. (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable.*)

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

2010C (2015-07-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2015-07-03), General Conditions - Services (Medium Complexity) 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a _____ (insert "firm price" OR "firm unit price(s)" OR "firm lot price(s)", as specified in _____ insert "contract" OR "in Annex ____" for a cost of \$ _____ insert the amount at contract award). Customs duties are _____ (insert "included", "excluded" OR "subject to exemption") 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

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.5.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

2. Invoices must be distributed as follows:

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

7.7 Insurance 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.

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

Solicitation No. - N° de l'invitation
E6VIC-150002/A
Client Ref. No. - N° de réf. du client
E6VIC-150002

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-5-38112

Buyer ID - Id de l'acheteur
VIC211
CCC No./N° CCC - FMS No./N° VME

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.

7.8 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations

ANNEX A STATEMENT OF WORK

1.0 SUMMARY

For the provision of bus rental and bus charter services on an "as and when requested" basis for use by various Federal Government Departments and Agencies in British Columbia.

The vehicles for hire or rental shall include various sized highway-style cruisers and school or activity style buses with and without driver, and will be used to transport various personnel such as Regular and Reserve Force members, civilians, cadets, special visitors, both government and non-government personnel as per operational requirements.

While most of the travel shall be to and from the Department of National Defence (DND), Canadian Forces Base (CFB) Esquimalt, DND 19 Wing Comox and other destinations for the DND within the Province of British Columbia, with occasional trips to Alberta and the United States, other federal government departments and agencies located on Vancouver Island or Mainland British Columbia will also be authorized to make call-ups against the Standing Offer.

2.0 ACCESS FOR CONTRACTORS TO CANADIAN FORCE BASES

Access to DND units will be restricted to military personnel, authorized government employees and civilians who have received prior authorization to enter the base area.

To obtain authorization, all contractors must provide, to the Project Authority, the name(s), address(es), and phone number(s) of all employees who require access to base facilities for the performance of their contractual obligations.

Contractors should ensure that they have the contact name and phone number of the Standing Offer Authority as well as the solicitation or contract number on hand when they are entering the base. They will be requested to provide this information to the Military Police at all access gates and it will be verified prior to entering base facilities.

It will be the Contractor's responsibility to maintain and provide an accurate and up-to-date employee list to the Project Authority. Canada will not be held responsible for failure to meet delivery dates and contractual obligations should their employees be denied access because prior authorization for them has not been obtained.

3.0 TYPES OF VEHICLES REQUIRED

- A1. Highway Cruiser, 47/48 passengers, with lavatory including driver and fuel.
- A2. Highway Cruiser, 55/56 passengers, with lavatory including driver and fuel.
- A3. School Buses, up to 48 passengers with driver and fuel.
- A4. Activity Buses, up to 48 passengers with driver and fuel.
- A5. School Buses, up to 22 passengers with driver and fuel.

4.0 EQUIVALENT VEHICLES

If no vehicles are available from the category requested, equivalent vehicles will be considered and assessed by the Consignee with regards to their ability to perform the required function at no additional cost. Canada has the right to accept or reject any substitute vehicles at the Project Authority's discretion. The Contractor may not substitute vehicles requested by the Consignee without the express consent of the Project Authority.

5.0 VEHICLE CONDITION AND CLEANLINESS

Vehicles must comply with all legislation, rules and regulations that pertain to the condition and road worthiness of the buses provided for by any regulatory body so authorized.

In addition, all vehicles must comply with the specific standards for maintenance and operation detailed below in articles 8.0 and 9.0.

In addition, all vehicles provided for use under any resulting call-up against a Standing Offer must be thoroughly cleaned prior to each individual charter or rental. Canada reserves the right to refuse any vehicle that it has determined to be unfit or not properly cleaned by the Contractor and, once notified, the Contractor must immediately either:

- (a) clean said vehicle to the acceptance of the Project authority; or
- (b) replace the vehicle with one deemed acceptable to the Project authority.

Repeated failures to provide clean vehicles may result action by Canada which may include temporary suspension of the Standing Offer or if the problem persists, withdrawal of the Standing Offer.

6.0 CALL-UP RESPONSE REQUIREMENTS:

Vehicles may be required on an immediate basis and / or extremely short notice. Consequently, the Contractor should have sufficient vehicles to ensure rental requests are actioned within four (4) hours of receipt.

For requirements that are not of an immediate nature, the Contractor must respond within twenty-four (24) hours.

The Contractor must respond as required within one (1) hour in case of breakdown or overload of DND Inter-Base Service; and

In the event of a rental where a driver is not supplied by the Contractor, the Consignee may require the rental vehicle be delivered to and picked-up from the Consignee's location (such as DND's base). A secondary back-up vehicle is required for all categories of buses.

The Contractor must advise the Project authority of any limitations in area of operation due to Provincial Charter Licenses.

7.0 DISTANCE COMPUTATIONS:

All distance calculations shall be taken from the Canadian Automobile Association distance booklet. All distance calculations shall originate at consignee departure pick-up point.

8.0 CONDITIONS THAT APPLY TO VEHICLES SUPPLIED WITH DRIVERS (ANNEX "B", CATEGORY "A")

8.1 Delivery

In an emergency, vehicles must be delivered within two (2) working hours of a request at the Project Authority's discretion. Delivery for regular requirements must be made within one (1) working day from receipt of request. The Project Authority must be advised within thirty (30) minutes of any delays. Only delayed orders approved by the Project authority will be accepted. Vehicles not received within the required time shall be subject to cancellation by the Project Authority without a cancellation charge being applied.

Miscellaneous items

Buses not identified may be required from time to time. Those item to be requested and provided at the time pricing.

ANNEX B BASIS OF PAYMENT

1.0 SUBMISSION OF PRICING - INSTRUCTIONS

The firm unit prices and/or rates include all costs for applicable vehicle licensing, permits, insurance, full maintenance due to normal wear and tear, replacement of tires and tire repairs, all warranty servicing, depreciation, and fuel where applicable.

Offerors must submit firm unit prices in Canadian funds, taxes extra and must provide pricing for at least one of Items A1 through A5 (Charters); of Annex "B", for all three years, in order to be considered for issuance of a Standing Offer.

For example, in Item A1, the cost elements are as follows: Price per Kilometer Live; Price per Kilometer Deadhead; Firm Hourly Rate where applicable; Minimum Daily Charge; Overtime (OT) Rate; and Cancellation Charge.

Any Offeror who submits pricing for Items A1 through A5 (Prices for Charter Services) should also provide rates for Items C1 and C2 (Rates for Overnight Stays for Charter Services). While this is not mandatory, any Offeror who fails to submit pricing in this section shall not be entitled to be reimbursed any costs associated with Overnight stays for charters ordered under any resulting call-up.

All rates must be based on straight time. No shop time or down time to be included in billing.

Any overtime must be authorized in advance by the Project Authority.

Driver accommodation charges will be accepted for trips, based on pricing provided for Items C1 and C2, when it is impossible for the bus to return the same night, or when the bus is requested to stay with the group for more than one day. Prior approval by the Project Authority is required for driver accommodation.

Extra Driver charges would only come into play if the trip could not be completed within commercial regulations and the Contractor had to pre-position another driver.

The quoted firm rates DO NOT include Goods and Services Tax or Harmonized Sales Tax. Goods and Services Tax or Harmonized Sales Tax will be added as a separate item to any invoice issued as a result of a Call-up.

Travel and Living Expenses:

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, in accordance with the rates specified in Annex "B".

All travel must have the prior authorization of the Project authority.

All payments are subject to government audit.

2.0 ESTIMATED UTILIZATION

For DND, while the various factors that impact the need to retain bus services are difficult to predict, the expected business volume for bus services per year is as follows:

CFB Esquimalt:	\$400,000.00 per year
19 Wing Comox:	\$150,000.00 per year
DND Vernon Cadet Camp:	\$100,000.00 per year
Yukon:	\$50,000/year

Total estimated value: \$700,000.00 per year. (GST/HST is included in all the above amounts.)

Other Federal Government Departments and Agencies will also be authorized to make Call-ups against the Standing Offer.

3.0 PAYMENT SCHEDULES BY ZONE

3.1 Zone(s) Offered

- _____ ZONE 1 - Greater Vancouver and Fraser Valley (including the Lower Mainland from Whistler to Hope)
- _____ ZONE 2 - Vancouver Island (including the Gulf Islands)
- _____ ZONE 3 - Central British Columbia
- _____ ZONE 4 - Northern British Columbia
- _____ ZONE 5 - Yukon Territory

3.1.1 CHARTERS - BUSES WITH DRIVER:

A) Year One (from January 1, 2016 to December 31, 2016)

Item No.	Type of Bus	Passenger Capacity	Price per Kilometer		Firm hourly rate, where applicable	Minimum Daily Charge	OT Rate per hour, if applicable	Minimum call-out, in # of hours	Cancellation Charge
			Live	Deadhead					
A1.	Highway Cruiser with Lavatory	47/48	\$	\$	\$	\$	\$		\$
A2.	Highway Cruiser with Lavatory	55/56	\$	\$	\$	\$	\$		\$
A3.	School Bus	48	\$	\$	\$	\$	\$		\$
A4.	Activity Bus	48	\$	\$	\$	\$	\$		\$
A5.	School Bus	20-22	\$	\$	\$	\$	\$		\$

B) Year T (from January 1, 2017 to December 31, 2017)

Item No.	Type of Bus	Passenger Capacity	Price per Kilometer		Firm hourly rate, where applicable	Minimum Daily Charge	OT Rate per hour, if applicable	Minimum call-out, in # of hours	Cancellation Charge
			Live	Deadhead					
A1.	Highway Cruiser with Lavatory	47/48	\$	\$	\$	\$	\$		\$

A2.	Highway Cruiser with Lavatory	55/56	\$	\$	\$	\$	\$		\$
A3.	School Bus	48	\$	\$	\$	\$	\$		\$
A4.	Activity Bus	48	\$	\$	\$	\$	\$		\$
A5.	School Bus	20-22	\$	\$	\$	\$	\$		\$

C) Year Three (from January 1, 2018 to December 31, 2018)

Item No.	Type of Bus	Passenger Capacity	Price per Kilometer		Firm hourly rate, where applicable	Minimum Daily Charge	OT Rate per hour, if applicable	Minimum call-out, in # of hours	Cancellation Charge
			Live	Deadhead					
A1.	Highway Cruiser with Lavatory	47/48	\$	\$	\$	\$	\$		\$
A2.	Highway Cruiser with Lavatory	55/56	\$	\$	\$	\$	\$		\$
A3.	School Bus	48	\$	\$	\$	\$	\$		\$
A4.	Activity Bus	48	\$	\$	\$	\$	\$		\$
A5.	School Bus	20-22	\$	\$	\$	\$	\$		\$

A minimum of three hours will be allowed by the consignee for any school or activity bus charter <= 100 km distance. For any school or activity bus charter <= 100 km distance that is greater than 3 hours in length, the total cost payable shall be that the total number of hours multiplied by the firm hourly rate specified above.

DROP-OFF AND PICK-UP CHARGES FOR DAILY RENTALS

The following charges are to apply to Daily rental rates only. No charges shall be allowed for drop-off and pick-up, when the weekly or monthly rental rates are applied.

ZONE	Drop-Off Charge			Pick-up Charge		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Zone _____	\$	\$	\$	\$	\$	\$

C) OTHER CHARGES RELATED TO SUPPLYING BUSES WITH DRIVERS (CHARTERS)

Item No.	Description	Rate Year 1	Rate Year 2	Rate Year 3
C1.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does not provide accommodations	\$ _____ /night per driver	\$ _____ /night per driver	\$ _____ /night per driver
C2.	Rate to be charged to offset actual and reasonable expenses for commercial accommodation authorized by the consignee for over night stay for the driver, if Canada does provide accommodations	\$ _____ /night per driver	\$ _____ /night per driver	\$ _____ /night per driver

D) INDETERMINATE COSTS (CHARTERS ONLY):

Highway tolls, bridge tolls, ferry fares and parking fees are extra to the Standing Offer pricing and chargeable to Canada at cost. Receipts to substantiate all expenses must be submitted with the invoice(s) to the Project authority.

4.0 DEFINITION OF TERMS:

4.1 TERMS DEFINED BY THE OFFEROR:

Overtime Rate:

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

4.2 TERMS DEFINED BY CANADA:

a) Vehicles With Drivers:

Charter:

The supply of a bus rental with a qualified and licensed driver to be provided by the Offeror. Charges for charters are either a per kilometer charge or a minimum daily charge, whichever is greater.

Cancellation Charge

A charge that is to be paid if the bus is delivered to the Consignee as per the Call-up but is not used. This charge would be payable from the moment the bus leaves the Offeror's premises.

Minimum Daily Charge

The minimum daily charge provided by the Offerors would apply to any charter where this amount exceeds the total amount of the per kilometer rate multiplied by the number of kilometers (kms) traveled.

Extra Driver

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

b) For Vehicles Without Drivers:

One Day (for the calculation of the Daily Rate):

Any consecutive, twenty-four (24) hour period, starting at the time identified in the Call-up against the Standing Offer.

One Week (for the calculation of the Weekly Rate):

Any consecutive 7 calendar day period, starting at the time identified in the Call-up against the Standing Offer.

One Month (for the calculation of the Monthly Rate):

Any consecutive 30 calendar day period, starting at the time identified in the Call-up against the Standing Offer.

Cancellation Charge:

A charge that is to be paid if the bus is delivered to the Consignee as per the Call-up but is not used. This charge would be payable from the moment the bus leaves the Offeror's premises.

Cancellation of Rental Units:

In the event that rental plans are changed, it is the responsibility of the Consignee to advise the Offeror of any cancellation. Failure to do so may result in the Consignee being billed for not cancelling. The minimum amount of notice required by the Offeror is _____ hours. Persons calling to cancel reservations must identify themselves, obtain the agent's name and the cancellation number and note the time and date the cancellation was requested.

c) Other Important Definitions:

Accommodation Costs (Items C1 and C2 in above tables):

These offer amounts are intended to allow the Offeror to defray the costs for their drivers in Charters where an overnight stay is required. In the case of Item C1, the Offeror is to include a price that includes the cost of accommodation, whereas in the case of Item C2, Canada will provide suitable accommodation for the driver and therefore the included price should exclude the accommodation component only. These proposed costs must be all-inclusive of travel and living costs. In the event of a call-up against a Standing Offer that involves an overnight stay, Canada will not allow any costs associated with the driver's overnight stay above and beyond that specifically proposed by the Offeror in sections C1 and C2 of this Annex.

Waiting Time:

Waiting time is not used in the calculation of charter rates. These hours are included in the length of the charter.

Waiting Time on Overnight Trips:

Waiting time is not a consideration on overnight trips.

Activity Bus:

Similar in size to a school bus but not yellow and black with big red lights. They are typically white in colour and have some kind of upgraded seats that are different than the usual vinyl seats in a school bus. There could be overhead luggage shelves inside, maybe tinted windows, maybe under-floor luggage storage bins on either side.

ANNEX C INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - 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 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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire
 - f. OPCF/SEF/QEF #6b - School Bus Endorsement
 - g. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

