



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

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
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet School Bus Rental		
Solicitation No. - N° de l'invitation W168A-16KM11/A		Date 2017-02-15
Client Reference No. - N° de référence du client W168A-16KM11		Amendment No. - N° modif. 001
File No. - N° de dossier EDM-6-39276 (206)	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-206-10999		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2017-02-02
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-02-28		Time Zone Fuseau horaire Mountain Standard Time MST
Address Enquiries to: - Adresser toutes questions à: Peters, Brent		Buyer Id - Id de l'acheteur edm206
Telephone No. - N° de téléphone (780) 235-8279 ()		FAX No. - N° de FAX (780) 497-3510
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does change the security requirements of the Offer. Cette révision change les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

This amendment has been issued to remove the security requirement and to extend the closing date to the date indicated on the cover page of this amendment.

Delete the entire solicitation and replace with the following:

**REGIONAL INDIVIDUAL STANDING OFFER (RISO) FOR SCHOOL BUS RENTAL (NO OPERATOR)
DND – GARRISON WAINWRIGHT, DENWOOD, ALBERTA**

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Solicitation No. - N° de l'invitation
W0127-16KM11/A
Client Ref. No. - N° de réf. du client
W168A-16KM11

Amd. No. - N° de la modif.
001
File No. - N° du dossier
EDM-6-39276

Buyer ID - Id de l'acheteur
edm206
CCC No./N° CCC - FMS No./N° VME

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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 and Additional Information: includes the certifications and additional information 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, Basis of Payment, Insurance Requirements, Standing Offer Usage Report, and Electronic Payment Instruments.

1.2 Summary

- 1.2.1** A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, material, tools, equipment and supervision necessary to provide passenger school buses without operators on an "as required" basis for the Department of National Defence (DND), Garrison Wainwright, Denwood, Alberta.

Each bus must have a seating capacity of at least 74 passengers.

The Standing Offer is requested for a period of three (3) years from the date of offer issuance.

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

- 1.2.3** 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](#) (2016-04-04) 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

2.1.1 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.

Transmission of offers by facsimile to PWGSC will be accepted.

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 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.

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer (one hard copy or facsimile copy)
Section II: Financial Offer (one hard copy or facsimile copy)
Section III: Certifications (one hard copy or facsimile 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 the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex E Electronic Payment Instruments, to identify which ones are accepted.

If Annex E Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Instruments 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 and additional information 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 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

Offerors must have the ability to perform the full scope of work as described in Annex A Statement of Work. Offerors should demonstrate in writing their capability in a thorough, concise and clear manner for carrying out the work.

4.1.2 Financial Evaluation

The Offeror must submit its offer pricing in accordance with Annex B Basis of Payment, in Canadian funds.

- a) Offerors must provide a quote on all of the items shown in Annex B.
- b) Firm Unit Prices offered must include ALL relative costs associated with providing the service in accordance with Annex A Statement of Work, contained herein, and remain firm for the period of the Standing Offer.
- c) Applicable taxes are not to be included in the Firm Unit Prices, but will be added as a separate item to any call-up issued against the Standing Offer.

- d) For each year, the Estimated Usage for each item will be multiplied by the Firm Unit Price and added together to obtain a Total Extended Price. The Total Extended Prices for each year will be added together to obtain a Total Offer Price.

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection

An offer must comply with all of the requirements of the Request for Standing Offer to be declared responsive. The responsive Offer with the lowest evaluated Total Offer Price will be recommended for issuance of a standing offer.

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](#), the Offeror must provide with its offer, the required documentation, as applicable, 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](#), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 available at the bottom of the page of the [Employment and Social Development Canada-Labour](#) 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 service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

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

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2016-04-04) 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 date of offer issuance to _____. *(to be completed upon offer award)*

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Brent Peters
Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
ATB Place, North Tower
5th Floor – 10025 Jasper Avenue
Edmonton, AB T5J 1S6

Telephone: 780-235-8279
Facsimile: 780-497-3510
E-mail address: Brent.Peters@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative (should be completed by Offeror at time of offer)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

7.6 Proactive Disclosure of Contract with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Department of National Defence (DND), Garrison Wainwright, Denwood, Alberta.

7.8 Call-up Instrument

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

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 40,000.00 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ _____ (Applicable Taxes excluded) *(to be determined at offer award)* 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 2 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.

7.11 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) Annex E, Electronic Payment Instruments;
- j) the Offeror's offer dated _____. *(insert date of offer)*

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.13 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 _____. *(to be completed prior to offer award)*

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](#) (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of [2010C](#) (2016-04-04) General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards. (*if applicable*)

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to 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 – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure as indicated in the call-up document. Customs duties are included and Goods and Services Tax is extra, if applicable.

7.5.2 Limitation of Expenditure

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

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 SACC Manual Clauses

H1000C (2008-05-12), Single Payment

7.5.4 Electronic Payment of Invoices – Call-up (if applicable)

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

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.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

7.8 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification
A9062C (2011-05-16), Canadian Forces Site Regulations
G6001C (2008-05-12), Vehicles - Long Term Lease

ANNEX A STATEMENT OF WORK

1. Requirement

A Regional Individual Standing Offer (RISO) for the provision of all labour, transportation, material, tools, equipment and supervision necessary to provide passenger school buses without operators on an "as required" basis for the Department of National Defence (DND), Garrison Wainwright, Denwood, Alberta. Each bus must have a seating capacity of at least 74 passengers.

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

2. Services to be Performed

The Offeror will be responsible for the delivery and pick-up of the school buses to and from DND Garrison Wainwright, Base Transport, Denwood, Alberta.

All school buses must conform to all safety standards and licensing applicable at no extra cost to Canada. Travel may include inter-provincial usage.

The school bus(es) offered must be no more than 7 years old or have more than 500,000 kilometers on date of call-up.

3. Response Time

The Offeror must be able to provide as many as three (3) buses at any one time with twenty-four (24) Hours' notice.

Notice of five (5) days will be given to the Offeror if more than three (3) buses are required at one time. A minimum of three (3) hours' notice will be provided in the event of cancellation or a change in the requirement. In the event of a cancellation, if less than three (3) hours' notice has been provided and the unit(s) has/have been dispatched; the onetime cancellation fee per unit(s) will apply.

In the event of an emergency (i.e. fires, floods, National Operational requirements) a reasonable short notice of one (1) to four (4) hours' notice will be provided to the Offeror for a call-up.

In the event of a vehicle breakdown, a substitute vehicle is to be provided at no additional cost to Canada within two (2) hours of notification by the representative of DND Garrison Wainwright and is to be delivered to the location identified by DND Garrison Wainwright.

4. Licensing

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

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

5. Inspection

All school buses will be inspected by DND and personnel prior to using. School buses that fail the acceptance inspection will be rejected by the Call-up Authority and another school bus will need to be provided by the Offeror.

At the time of acceptance and inspection, a DND acceptance and inspection form for rental units shall be completed jointly by the Offeror and the DND Call-up Authority or delegated representative. The form shall indicate the condition of the school bus (es) upon commencement of the rental and shall be signed by both parties.

At the end of the rental period, the Offeror and the Call-up Authority will again conduct an inspection using the same form indicating any damage that occurred during the rental period, determining liability for same and each party shall sign the completed form.

6. Mechanical Breakdown

In the event of a mechanical breakdown, the Offeror will be responsible for dispatching a licensed mechanic and mobile service unit to perform repairs as required.

If repairs can't be performed within eight (8) hours of notification by the Call-up Authority, the Offeror is to send a replacement school bus meeting the same requirements as stated, to the breakdown location immediately at no extra cost to Canada.

7. Routine Maintenance and Repairs

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

The school buses offered must be clean and in good mechanical operating condition and will be subject to inspection and acceptance by the Call-up Authority. Mechanical soundness must be maintained during trips.

The Offeror shall provide snow tires, replacement tires when requested.

8. Delivery Conditions

All vehicles must be delivered with a minimum of three quarters of a tank of gas. All vehicles must meet the provisions of the *Canada Motor Vehicle Safety Act* and the regulations thereunder, which were in effect on the date of manufacture of the vehicle. All vehicles must meet the minimum specifications outlined in Annex A Statement of Work.

9. Normal Wear and Tear

The term "normal wear and tear" refers to the natural amount of deterioration, which can be expected over the term of the rental and include:

- Tire wear, paint chips and minor scratches that do not extend to the base metal;
- All paint scratches and paint wear and minor dents to the interior;
- Paint chips caused by stones thrown by the wheels of the vehicles;
- Frayed or scratched emergency brake cables;
- Interior wear and tear of vehicles not including holds, burns or tears of interior surfaces;
- Tire wear and damage, provided that the tires meet provincial safety standards.

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Removal of decals or signage and any resultant paint repairs are not considered normal wear and tear and will be chargeable as a repair.

10. Special Considerations

Damage incurred to the school bus between the time of delivery from the Offeror's site and time the school bus returned (end of rental period) to the Offeror's site, will be the responsibility of the Offeror.

Canada is responsible for loss and damage to the vehicle supplied under a call-up to this Standing Offer during the rental period if caused by the negligence or carelessness of employees of Canada and recorded to the extent, that the loss or damage is not the result of an Act of God or normal wear and tear.

Canada shall be given the opportunity, if it so desires, to obtain its own estimate through a third party on the identified repairs, in order to validate the Offeror's estimate.

If the vehicle has been damaged due to the negligence or carelessness of employees of Canada, lost time will be considered and negotiated between the Standing Offer Authority, the Offeror and the Department of National Defence.

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

ANNEX B BASIS OF PAYMENT

1. Basis of Payment

- a. Prices must be submitted as outlined below.
- b. Prices must be submitted for all line items, for all three (3) years.
- c. Prices will remain firm for the periods as outlined below.
- d. GST is not to be included in the prices shown but will be added to any invoices as a separate line item.
- e. When calculating the final charge for rental of the buses, the lowest charge will be used based on the most cost effective rate. For example if the bus is rented for 6 days, but the weekly rental cost is less than 6 x the daily rate, the weekly rental rate will be used.

2. Estimated Usage Information

Estimated usage provided is for the sole purpose of establishing an evaluation tool, based only on a best estimate, and in no way reflects the actual usage expected or any commitment on the part of Canada.

Due to variations in the tempo of Military training, the number of buses required may fluctuate drastically on a per trip, daily, weekly, and/or monthly basis. The highest season for bus rentals is anticipated to be between the months of April through June. It shall be expected by the vendor that some months may not require a per trip, daily, weekly, and/or monthly rental. Other months the Department of National Defence may require any combination of stated Units of Issue and/or estimated usages. Other variables which may factor in are those of a National Emergency.

3. Year 1 Pricing (dates to be determined):

Item	Description	Unit of Issue	Estimated Usage	Firm Unit Price	Extended Price
1.	Monthly Rental for School Bus without Operator in accordance with the Statement of Work in Annex A including 1000/month/bus	Per month	10 months	\$ _____	\$ _____
2.	School bus Rental without Operator in accordance with the Statement of work in annex "A" including 350 km's/week/bus	Per week	10 weeks	\$ _____	\$ _____
3.	School Bus Rental without Operator in accordance with the Statement of work in annex "A" including 100 km's/day/bus	Per day	10 days	\$ _____	\$ _____
4.	Delivery/ Pick-up charge per bus (one-way). Must be upon request by the Call-Up authority. Department of National Defence, Garrison wainwright, Base Transport, Denwood, Alberta	Per trip	10 trips	\$ _____	\$ _____
5.	Per KM rates above 1000 km – monthly rental	Per KM	2000 KM	\$ _____	\$ _____
6.	Per KM rates above 350 km – weekly rental	Per KM	350 KM	\$ _____	\$ _____
7.	Per KM rates above 100 km – daily rental	Per KM	600 KM	\$ _____	\$ _____
Total Extended Price (excluding GST)					\$ _____

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4. Year 2 Pricing (dates to be determined):

Item	Description	Unit of Issue	Estimated Usage	Firm Unit Price	Extended Price
1.	Monthly Rental for School Bus without Operator in accordance with the Statement of Work in Annex A including 1000/month/bus	Per month	10 months	\$ _____	\$ _____
2.	School bus Rental without Operator in accordance with the Statement of work in annex "A" including 350 km's/week/bus	Per week	10 weeks	\$ _____	\$ _____
3.	School Bus Rental without Operator in accordance with the Statement of work in annex "A" including 100 km's/day/bus	Per day	10 days	\$ _____	\$ _____
4.	Delivery/ Pick-up charge per bus (one-way). Must be upon request by the Call-Up authority. Department of National Defence, Garrison wainwright, Base Transport, Denwood, Alberta	Per trip	10 trips	\$ _____	\$ _____
5.	Per KM rates above 1000 km – monthly rental	Per KM	2000 KM	\$ _____	\$ _____
6.	Per KM rates above 350 km – weekly rental	Per KM	350 KM	\$ _____	\$ _____
7.	Per KM rates above 100 km – daily rental	Per KM	600 KM	\$ _____	\$ _____
Total Extended Price (excluding GST)					\$ _____

5. Year 3 Pricing (dates to be determined):

Item	Description	Unit of Issue	Estimated Usage	Firm Unit Price	Extended Price
1.	Monthly Rental for School Bus without Operator in accordance with the Statement of Work in Annex A including 1000/month/bus	Per month	10 months	\$ _____	\$ _____
2.	School bus Rental without Operator in accordance with the Statement of work in annex "A" including 350 km's/week/bus	Per week	10 weeks	\$ _____	\$ _____
3.	School Bus Rental without Operator in accordance with the Statement of work in annex "A" including 100 km's/day/bus	Per day	10 days	\$ _____	\$ _____
4.	Delivery/ Pick-up charge per bus (one-way). Must be upon request by the Call-Up authority. Department of National Defence, Garrison wainwright, Base Transport, Denwood, Alberta	Per trip	10 trips	\$ _____	\$ _____
5.	Per KM rates above 1000 km – monthly rental	Per KM	2000 KM	\$ _____	\$ _____
6.	Per KM rates above 350 km – weekly rental	Per KM	350 KM	\$ _____	\$ _____
7.	Per KM rates above 100 km – daily rental	Per KM	600 KM	\$ _____	\$ _____
Total Extended Price (excluding GST)					\$ _____

6. Total Offer Prices (excluding GST) [3 + 4 + 5] = \$ _____

ANNEX C

INSURANCE REQUIREMENTS

1. COMMERCIAL GENERAL LIABILITY INSURANCE

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

- n. 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

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 #6c - Public Passenger Vehicles Endorsement

3. SHORT TERM LEASE

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

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ANNEX D
STANDING OFFER USAGE REPORT

Quarterly Usage Report Schedule:

Period:	Report Due:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

Supplier Name		Standing Offer Name	
Standing Offer Number		Reporting Period	
Standing Offer Authority	Brent Peters		

Call-up Number	Dollar Value (Taxes included)
(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-up totals to date:	
(A+B) Total Accumulated Call-ups	

NIL REPORT: During the above reporting period there have been no call-ups issued against this Standing Offer ().

PREPARED BY:	
NAME	
TELEPHONE NUMBER	
SIGNATURE	
DATE	

Send Report to: PWGSC.WRPAEDM-ROAAEDM.TPSGC@pwgsc-tpsgc.gc.ca or fax to: (780) 497-3510.

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ANNEX E
ELECTRONIC PAYMENT INSTRUMENTS
(Offeror to complete as applicable)

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only).