

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

BFC Bagotville, CP 380

CFB Bagotville, PO Box

Bâtiment 71, local 115
Building 71, Room 115

Alouette

Quebec

G0V1A0

FAX pour soumissions: (418) 677-3288

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC/PWGSC

BFC Bagotville, CP 380

CFB Bagotville, PO Box 380

Bâtiment 71, local 115

Building 71, Room 115

Alouette

Québec

G0V1A0

Title - Sujet Rental - Bus with Driver	
Solicitation No. - N° de l'invitation W0138-120017/B	Date 2013-05-22
Client Reference No. - N° de référence du client W12-0343	GETS Ref. No. - N° de réf. de SEAG PW-\$BAL-001-15410
File No. - N° de dossier BAP-2-35163 (001)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-07	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Tremblay, Marial	Buyer Id - Id de l'acheteur bal001
Telephone No. - N° de téléphone (418)677-4000 (4159)	FAX No. - N° de FAX (418)677-3288
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Ministère de la Défense nationale 3e Escadre Bagotville Alouette (Québec) G0V 1A0 / Department of National Defence 3 Wing Bagotville Alouette, Quebec, G0V 1A0	
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

This request for standing offers (RFSO) cancels and supersedes previous RFSO number W0138-120017/A dated 2013-03-22 with a closing of 2013-05-02 at 2 p.m..

BUS TRANSPORTATION SERVICES WITH DRIVER DEPARTMENT OF NATIONAL DEFENCE (DND), 3 WING BAGOTVILLE

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	5
1.1 Introduction	5
1.2 Summary	6
1.3 Debriefings	6
PART 2 - OFFEROR INSTRUCTIONS	7
2.1 Standard Instructions, Clauses and Conditions	7
2.2 Submission of Offers	7
2.3 Former Public Servant	8
2.4 Enquiries - Request for Standing Offers	9
2.5 Applicable Laws	10
PART 3 - OFFER PREPARATION INSTRUCTIONS	11
3.1 Offer Preparation Instructions	11
3.1.1 Payment by Credit Card	12
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	13
4.1 Evaluation Procedures	13
4.1.1 Financial Evaluation	13
4.2 Basis of Selection	13
PART 5 - CERTIFICATIONS	14
5.1 Mandatory Certifications Required Precedent to Issuance of a Standing Offer	14
5.1.1 Code of Conduct and Certifications - Related documentation	14
5.2 Additional Certifications Precedent to Issuance of a Standing Offer	15
5.2.1 Federal Contractors Program - Certification	15

5.2.2 Canadian Content Certification	16
5.2.2.1 Canadian Content Definition	16
PART 6 - INSURANCE REQUIREMENTS	17
6.1 Insurance Requirements	17
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	18
A. STANDING OFFER	18
7.1 Offer	18
7.2 Standard Clauses and Conditions	18
7.2.1 General Conditions	18
7.2.2 Standing Offers Reporting	18
7.3 Term of Standing Offer	19
7.3.1 Period of the Standing Offer	19
7.3.2 Extension of Standing Offer	19
7.4 Authorities	19
7.4.1 Standing Offer Authority - PWGSC	19
7.4.2 Technical Authority	20
7.4.3 Offeror Representatives	20
7.5 Call-up Instrument	21
7.6 Limitation of Call-ups	21
7.7 Financial Limitation - Total	21
7.8 Priority of Documents	21
7.9 Certifications	22
7.9.1 Compliance	22
7.9.2 Canadian Content Certification	22
7.10 Applicable Laws	22
7.11 Estimates	22
B. RESULTING CONTRACT CLAUSES	23
7.1 Statement of Work	23
7.2 Standard Clauses and Conditions	23
7.2.1 General Conditions	23
7.3 Term of Contract	23
7.3.1 Period of the Contract	23
7.3.2 Service Startup	23
7.4 Payment	24
7.4.1 Basis of Payment	24
7.4.1.1 Firm Prices - Standing Offer Year	24
7.4.1.2 Adjustment of Firm Prices - Years in Option	24
7.4.2 SACC Manual Clauses	24
7.4.3 Payment by Credit Card	25
7.5 Invoicing Instructions	25

7.6 SACC Manual Clauses	25
7.7 Insurance Requirements	25
ANNEX " A " - INSURANCE REQUIREMENTS	26
A.1 Commercial General Liability Insurance	26
A.2 Automobile Liability Insurance	28
ANNEX " B " - STATEMENT OF WORK	29
B.1 Work	29
B.2 General	29
B.3 Vehicle Categories	29
B.4 Licences Categories	30
B.5 Contractor's Contact Information	30
B.6 Required Services	30
B.7 Replacement Vehicle	30
B.8 Baggage	30
B.9 Departure Times	30
ANNEX " C " - BASIS OF PAYMENT	31
C.1 Annex "C" and its Appendix	31
ANNEX " D " - PRESENTATION OF THE OFFER	32

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus 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 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:

- A) the Insurance Requirements;
- B) the Statement of Work;
- C) the Pricing; and
- D) the Presentation of the Offer.

1.2 Summary

- (a) This Request for Standing Offers (DOC) is required for the issuance of a standing offer for coach, semi-coach, and school bus transport services with driver.
- (b) The client:
Department of National Defence
3 Wing Bagotville
Alouette, Quebec, G0V 1A0
- (c) Departure Sites: 3 Wing Bagotville, Régiment du Saguenay in Jonquiere, Réserve navale of Chicoutimi; in brief, all departure sites located in the Saguenay region (at \pm 30 km radius from 3 Wing Bagotville).
- (d) Destinations: In Saguenay-Lac-St-Jean region or outside of it, in Quebec City, Montreal, or outside of Quebec.
- (e) One (1) standing offer will be issued for a total amount of \$52,000 taxes not included for one year.
- (f) The standing offer will be valid for a one-year period from June 15, 2013 to May 31st, 2014, with two additional years in option.
- (g) Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.
- (h) For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO).
- (i) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- (j) The requirement is limited to Canadian services.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offer 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>) 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 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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.

Offers may be faxed to 418-677-3288 or by mail:

Bid Receiving Unit: Public Works and
Government Services Canada
CFB Bagotville, PO Box 380
Building 71, Room 115*
Alouette, Quebec, G0V 1A0

*Our offices are located in Building 71 which is the Recreation Centre at CFB Bagotville and room 115 is adjacent to the Subway restaurant.

2.3 Former Public Servant

Contracts with 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 with FPS, offerors must provide the information required below.

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, <http://laws-lois.justice.gc.ca/eng/acts/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 Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction program.

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

2.4 Enquiries - Request for Standing Offers

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

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

and the enquiry can be answered with copies 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 Québec.

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 (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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>). To assist Canada in reaching its objectives, offerors are encouraged to:

- (1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 "C", Basis of Payment"). The total amount of Applicable Taxes must be shown separately.

3.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) (☐) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

- VISA _____
- Master Card _____

- (b) (☐) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section 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.
- (c) The evaluation team will evaluate only the offers with Canadian services.

4.1.1 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

5.1 Mandatory Certifications Required Precedent to Issuance of a Standing Offer

5.1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its his affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of the Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

5.2 Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will 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.

5.2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations <http://laws-lois.justice.gc.ca/eng/regulations/SOR-87-402/> . Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C.. 1995, c. 44
<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html> ;
- (c) () is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml> .

5.2.2 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.

5.2.2.1 Canadian Content Definition

SACC Manual clause A3050T (2010-01-11) 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 "A" .

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

Notice: Numbering will be revised at issuance of a standing offer.

A. STANDING OFFER

7.1 Offer

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

7.2 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.

7.2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.2.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

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 the data* of the services provided and described in Annex "B". If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted once in a year, at the end of April, to the Standing Offer Authority.

*data: the description of the services provided (ordered), its quantity and unit, the price paid and when (the date) it was processed.

7.3 Term of Standing Offer

7.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from June 15, 2013 to May 31st, 2014 inclusive.

7.3.2 Extension of Standing Offer

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

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

7.4 Authorities

7.4.1 Standing Offer Authority - PWGSC

The Standing Offer Authority is:

Marial Tremblay - Supply Specialist

Postal Address: Public Works and
Government Services Canada
CFB Bagotville, PO Box 380
Building 71, Room 115
Alouette, Quebec, G0V 1A0, Canada

Telephone: (418) 677-4000, Ext.: 4159

Facsimile: (418) 677-3288

E-mail address: marial.tremblay@pwgsc.gc.ca

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

7.4.2 Technical Authority

The DND Technical Authority for the Standing Offer is:

(will be identified by PWGSC upon issuance of the standing offer)

Name:

Building:

Tel.:

Fax:

E-mail:

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

7.4.3 Offeror Representatives

Name and telephone number of the person responsible for :

(a) Offer Manager:

Name : _____

Title : _____

Telephone No. : _____

Facsimile No. : _____

E-mail Address : _____

(b) To receive and follow-up call-up:

Name : _____

Title : _____

Telephone No. : _____

Facsimile No. : _____

E-mail Address : _____

7.5 Call-up Instrument

The Work will be authorized or confirmed by the Project Authority using form PWGSC-TPSGC 942, Call-up Against a Standing Offer <http://publiservice-app.pwgsc.gc.ca/forms/pdf/942.pdf> or an electronic version.

7.6 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000 (Applicable Taxes included).

7.7 Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$52,000 on a 1 year-period (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.

7.8 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2010C (2013-04-25), General Conditions - Services (Medium Complexity);
- (e) Annex "A", Insurance Requirements;
- (f) Annex "B" - Statement of Work;

(g) Annex "C" - Basis of Payment; and

(h) the Offeror's offer dated _____, as amended on _____” (to be completed by PWGSC).

7.9 Certifications

7.9.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation 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.

7.9.2 Canadian Content Certification

SACC Manual Clause M3060C (2008-05-12), Canadian Content Certification.

7.10 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 Quebec.

7.11 Estimates

SACC Manual Clause M3800C (2006-08-15), Estimates.

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 (2013-04-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The following clause will be used if payment by credit cards is accepted by the offeror.

Section 13 Interest on Overdue Accounts, of General conditions 2010C mentioned above 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.

7.3.2 Service Startup

All services requested must begin within two (2) days following receipt of an authorized order and subject to the provisions noted herein.

7.4 Payment

7.4.1 Basis of Payment

7.4.1.1 Firm Prices - Standing Offer Year

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm prices, as specified in Annex "C", for the total cost indicated in the call-up. Customs duties are included and applicable taxes are extra.

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

7.4.1.2 Adjustment of Firm Prices - Years in Option

Firm prices of Annex "C" are to be firm base prices for the Standing Offer period. After that period, if a year in option is used, the firm base prices will be subject to annual adjustment (increased or decreased) as per the percentage change in the Consumer Price Index (CPI) as published by Statistics Canada for the Quebec region (Table 9-5 - line All-Items CPI - Catalogue # 62-001-X) and calculated for the twelve most recent months period (average rate on 12 months) immediately preceding the end of the first year of Standing Offer.

Example of the average percentage (%) adjustment of the CPI in May 2012 over a full year:

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June 2011	July 2011	Aug. 2011	Sept. 2011	Oct. 2011	Nov. 2011	Dec. 2011	Jan. 2012	Feb. 2012	Mar. 2012	April 2012	May* 2012	Avg Rate
3.0	3.3	3.4	3.4	3.3	3.2	2.5	2.8	3.2	2.1	2.4	1.9	2.875

* For information, attached hereto as Appendix 1 of Annex "C", an extract of 2 pages of CPI Catalogue, May 2012 only.

7.4.2 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0711C (2008-05-12), Time Verification

H1001C (2008-05-12), Multiple Payments

The following clause will be used if payment by credit cards is accepted by the offeror.

7.4.3 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.6 SACC Manual Clauses

A9006C (2012-07-16), Defence Contract

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

7.7 Insurance Requirements

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

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

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

ANNEX " A " - INSURANCE REQUIREMENTS

A.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.

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- (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.
- (i) 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
- (ii) 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.

A.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 #6b - School Bus Endorsement
 - (f) OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
 - (i) 8 to 12 Passengers: \$5,000,000
 - (ii) 13 or more Passengers: \$8,000,000.

ANNEX " B " - STATEMENT OF WORK

B.1 Work

To provide, on an as-and-when requested basis, bus transportation services with driver to meet various established requirements on behalf of the Department of National Defence, 3 Wing Bagotville.

B.2 General

1. Provide the services, based on the departure points to be specified by the DND technical authority, for the requirements set out in Annex C - Basis of Payment. Call-ups will be given based on the departure points included, within Saguenay region and from 3 Wing Bagotville.
2. Provide the number and category of vehicles required based on the needs set out for each call-up submitted by the DND technical authority.
3. At all times, every vehicle provided by the contractor shall be in perfect operating condition, clean, well maintained and in compliance with the strictest requirements of standards, acts and regulations in force in Quebec and Canada.

B.3 Vehicle Categories

To Provide each coach/bus with a driver in accordance with the following minimum requirements, depending on the category in question:

	Category " 1 " * Luxury Coach - (Coach)	Category " 2 or 5 " * Modify School Bus	Category " 2 or 5 " * Standard School Bus
Capacity	50 passengers or more	40 passengers or more	40 passengers or more
Features	(1) Reclining seats (2) Tinted windows (3) Air conditioning (4) Lavatory (5) Interior and exterior baggage compartments	(1) Exterior baggage compartments.	none

*Please refer to the following Web site: <http://www.ctq.gouv.qc.ca/en/home.html>

B.4 Licences Categories

The contractor must be authorized to provide transportation in accordance with the standards of the Commission des Transports du Québec <http://www.ctq.gouv.qc.ca/en/home.html> for the departure point for which he/she is offering his/her services. The contractor must submit documentation proving that he/she has the required licences (urban and intercity) within 24 hours of receiving a request from Canada.

B.5 Contractor's Contact Information

The contractor must provide the DND technical authority with all telephone, cell phone and fax numbers and/or other relevant numbers so that the contractor or his/her representative can be reached at any time for the duration of the Standing Offer.

B.6 Required Services

The Contractor agrees to provide, at all times, in accordance with the prices set out in Annex "C" - Basis of Payment, bus transportation services with driver in accordance with the departure points and hours specified by the DND technical authority.

B.7 Replacement Vehicle

1. Should a provided vehicle have operational problems, the Contractor shall provide as quickly as possible a replacement vehicle equivalent to or better than the vehicle initially provided, that is, of the same capacity and with the same features.
2. The Contractor shall make provisions and necessary arrangements with the designated DND technical authority to solve the problem and provide transportation for the personnel as scheduled.

B.8 Baggage

1. Under no circumstances should baggage be left unsecured inside a bus. If the external baggage holds are full, or there are none and it is necessary to stow baggage inside the vehicle, the baggage shall be stowed in the rear of the vehicle and no higher than seat height.
2. Should there be a surplus amount of baggage in the rear of the vehicle, the baggage shall be safely secured with appropriate netting or straps to prevent it from sliding towards the front of the vehicle.

B.9 Departure Times

The contractor's driver must be at the specified departure point at the scheduled time.

ANNEX " C " - BASIS OF PAYMENT

C.1 Annex "C" and its Appendix

Annex "C" and its Appendix attached hereto are to be inserted at this point and forms part of this document.

Number of pages in Annex "C" and its Appendix:

	Nombre of pages
• Annex "C" - Basis de Payment:	3
• Appendix 1 of Annex "C" - Extract of CPI Catalogue:	2

ANNEX " D " - PRESENTATION OF THE OFFER

Below is a checklist of the contents of your offer. This list is not an exhaustive list, it remains the Offeror's responsibility to prepare its offer in accordance with the instructions contained in the Request For Standing Offer (RFSO) and provide a comprehensible and sufficiently detailed offer, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.

Pages 1 and 7	Offerors should include with their offer, the first sheet of this Request for Standing Offer properly completed and signed. Refer to 2006 Standard Instructions mentioned in clause 2.1 Standard Instructions, Clauses and Conditions .
Page 7	Offerors must submit their offer only to the address indicated in clause 2.2 Submission of Bids .
Page 8 and 9	Offerors should submit with their offer, clause 2.3. Former Public Servant , properly completed
Page 10	As stated in clause 2.4 Applicable Laws , Offerors may substitute the applicable laws of a Canadian province or territory of their choice in their bid.
Page 11	As stated in clause 3.1 Offer Preparation Instructions , Offerors should provide their offer in separately bound sections.
Page 12	Offerors should submit with their offer, clause 3.1.1 Payment by Credit Card , properly completed.
Page 14	Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006. as indicated in clause 5.1.1 Code of Conduct and Certifications - Related documentation .
Page 15	Offerors should submit with their offer, clause 5.2.1 Federal Contractors Program - Certification properly completed.
Page 16	Offerors should submit with their offer, clause 5.2.2 Canadian Content Certification properly completed.
Page 17	As indicated in clause 6.1 Insurance Requirements , Offerors should submit with their offer, a letter from an insurance broker or an insurance company

Solicitation No. - N° de l'invitation

W0138-120017/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ba1001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W12-0343

BAP-2-35163

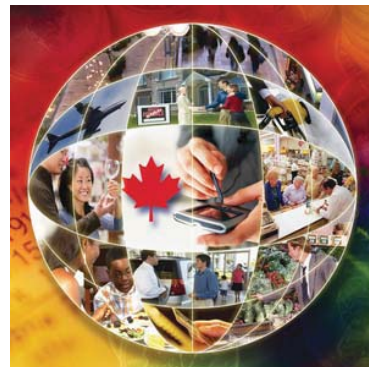
Page 20	Offerors should submit with their offer, clause 7.4.3 Offeror Representatives properly completed.
Attachment	Offerors must submit with their offer, Annex "C" Basis of Payment properly completed.

Catalogue no. 62-001-X

Appendix 1 of Annex "C" - Extract From CPI Catalogue

The Consumer Price Index

July 2011



Statistics
Canada

Statistique
Canada

Canada

Table 9-5

The Consumer Price Index, major components, selected sub-groups and special aggregates, provinces, Whitehorse and Yellowknife, not seasonally adjusted — Quebec

	CANSIM vector number	Indexes			Percentage change	
		July 2010	June 2011	July 2011	June 2011 to July 2011	July 2010 to July 2011
		2002=100			%	
All-items CPI	(v41691783)	114.5	118.2	118.3	0.1	3.3
Special aggregates						
All-items CPI excluding food	(v41691908)	111.9	115.5	115.4	-0.1	3.1
All-items CPI excluding food and energy	(v41691909)	109.6	111.1	111.0	-0.1	1.3
All-items CPI excluding energy	(v41691914)	112.9	114.9	115.0	0.1	1.9
All-items CPI excluding gasoline	(v41693255)	113.4	115.6	115.7	0.1	2.0
Energy ¹	(v41691915)	133.0	154.8	155.3	0.3	16.8
All-items CPI (1992=100)	(v41713412)	132.3	136.5	136.6	0.1	3.3
Food						
Food	(v41691784)	125.8	129.8	130.6	0.6	3.8
Food purchased from stores	(v41691785)	126.7	130.9	132.1	0.9	4.3
Meat	(v41691786)	123.2	129.5	129.5	0.0	5.1
Dairy products	(v41691796)	132.2	133.4	133.3	-0.1	0.8
Bakery and cereal products (excluding infant food)	(v41691801)	141.3	147.1	147.1	0.0	4.1
Fresh fruit	(v41691805)	111.2	116.4	128.2	10.1	15.3
Fresh vegetables	(v41691808)	116.3	124.7	122.5	-1.8	5.3
Food purchased from restaurants	(v41691815)	123.4	126.8	126.9	0.1	2.8
Shelter						
Shelter	(v41691816)	120.8	123.0	123.1	0.1	1.9
Rented accommodation	(v41691817)	109.6	110.8	110.9	0.1	1.2
Owned accommodation	(v41691819)	125.7	127.4	127.6	0.2	1.5
Homeowners' replacement cost	(v41691820)	141.8	144.4	144.1	-0.2	1.6
Homeowners' home and mortgage insurance	(v41691822)	147.4	145.6	147.8	1.5	0.3
Homeowners' maintenance and repairs	(v41691823)	118.1	122.4	122.7	0.2	3.9
Water, fuel and electricity	(v41691824)	122.7	128.0	128.0	0.0	4.3
Electricity	(v41691825)	113.6	113.9	113.9	0.0	0.3
Natural gas	(v41691827)	113.5	108.1	108.4	0.3	-4.5
Fuel oil and other fuels	(v41691828)	186.2	238.2	238.2	0.0	27.9
Household operations, furnishings and equipment						
Household operations, furnishings and equipment	(v41691829)	110.5	111.9	111.8	-0.1	1.2
Household operations	(v41691830)	117.4	119.8	120.0	0.2	2.2
Telephone services	(v41691832)	113.6	114.4	114.4	0.0	0.7
Internet access services and subscriptions to online content providers (excluding online newspapers and periodicals) (200212=100)	(v41693221)	97.3	91.4	91.4	0.0	-6.1
Household furnishings and equipment	(v41691837)	99.5	99.4	98.7	-0.7	-0.8
Clothing and footwear						
Clothing and footwear	(v41691844)	81.2	86.0	85.2	-0.9	4.9
Women's clothing	(v41691846)	65.4	72.5	71.6	-1.2	9.5
Men's clothing	(v41691847)	84.2	84.2	83.7	-0.6	-0.6
Footwear	(v41691849)	88.5	92.3	91.4	-1.0	3.3
Transportation						
Transportation	(v41691852)	115.2	124.8	124.5	-0.2	8.1
Private transportation	(v41691853)	114.3	124.0	123.9	-0.1	8.4
Purchase and leasing of passenger vehicles	(v41691855)	88.8	89.2	88.6	-0.7	-0.2
Gasoline	(v41691858)	142.9	181.3	182.4	0.6	27.6
Passenger vehicle insurance premiums ²	(v41691861)	154.2	157.0	157.0	0.0	1.8
Public transportation	(v41691863)	127.9	136.6	133.8	-2.0	4.6
Health and personal care						
Health and personal care	(v41691868)	115.2	115.6	115.5	-0.1	0.3
Health care	(v41691869)	116.4	116.9	116.5	-0.3	0.1
Personal care	(v41691875)	114.0	114.4	114.7	0.3	0.6
Recreation, education and reading						
Recreation, education and reading	(v41691878)	96.3	97.8	98.4	0.6	2.2
Recreation	(v41691879)	90.7	90.9	91.6	0.8	1.0
Education and reading	(v41691887)	119.7	126.5	126.5	0.0	5.7
Alcoholic beverages and tobacco products						
Alcoholic beverages and tobacco products	(v41691891)	128.2	129.3	129.2	-0.1	0.8
Alcoholic beverages	(v41691892)	112.4	111.9	111.8	-0.1	-0.5
Tobacco products and smokers' supplies	(v41691898)	142.1	145.5	145.5	0.0	2.4

Note(s): See "Data quality, concepts and methodology — Explanatory notes for tables" section.