

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

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

Travel Procurement Services Division/Division des
services d'approvisionnement en voyage
Place du Portage, Phase III, 7B3
Portage III 7B3
11, rue Laurier/11 Laurier St.
Gatineau
Québec
K1A 0S5

Title - Sujet COACH BUS WITH DRIVER		
Solicitation No. - N° de l'invitation W5942-12TN09/A		Date 2013-02-18
Client Reference No. - N° de référence du client W5942-12TN09		GETS Ref. No. - N° de réf. de SEAG PW-\$\$LP-001-62227
File No. - N° de dossier lp001.W5942-12TN09	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-06		Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Do, Chan-Hung		Buyer Id - Id de l'acheteur lp001
Telephone No. - N° de téléphone (819)956-3890 ()		FAX No. - N° de FAX (819)956-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		
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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

PART 6 - INSURANCE REQUIREMENTS AND INSPECTION OF VEHICLES

1. Insurance Requirements
2. Inspection of Vehicles

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Priority of Documents
9. Certifications
10. Applicable Laws

Solicitation No. - N° de l'invitation

W5942-12TN09/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

lp001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W5942-12TN09

lp001W5942-12TN09

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Submission

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - License and Insurance Requirements
- Annex D - Usage Report

PART 1 - GENERAL INFORMATION

1. Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | 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, Licence and Insurance Requirements, and Usage Report

2. Summary

To provide services for coaches/highway cruisers with drivers on "as and when required" basis, for the Department of National Defence at the National Capital Region (NCR) from April 01, 2013 to March 31, 2015 inclusive, with the option to renew for one (1) additional year period.

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

3. Debriefings

After issuance of a standing offer, 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

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 (2013-01-28) 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: sixty (60) days
Insert: ninety (90) days

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.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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.

4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1hard copy)

Section II: Financial Offer (1hard copy)

Section III: Certifications (1hard 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 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.

Offerors must have a quantity of fifteen (15) or more coaches/highway cruisers in their fleet and are required to provide the number of vehicles including their make, model and year that would be available for services under any resulting Standing Offer:

Vehicles Proposed:

Make: _____	Make: _____	Make: _____	Make: _____
Model: _____	Model: _____	Model: _____	Model: _____
Year: _____	Year: _____	Year: _____	Year: _____

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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

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.

2. Basis of Selection

- 2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest Total Evaluated Price will be recommended for issuance of a standing offer.

- 2.1.1 The Total Evaluated Price will be calculated as follow:

Total Evaluated Price = Estimated Price for Year #1 + Estimated Price for Year #2

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Licence

The Offeror must provide proof of a Permanent Public Vehicle and Extra Provincial operating licence, issued by the Ontario Highway Transport Board (OHTB).

1.2 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form- PWGSC-TPSGC 229](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html)) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all

Solicitation No. - N° de l'invitation

W5942-12TN09/A

Amd. No. - N° de la modif.

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Ip001W5942-12TN09

Buyer ID - Id de l'acheteur

Ip001

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

W5942-12TN09

CCC No./N° CCC - FMS No/ N° VME

individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

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.

2.1 Federal Contractors Program - Certification

SACC Manual clause M2000T (2010-08-16) Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. 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 the 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.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. 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;
- (c) () is subject to the requirements of the 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), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

SACC Manual Clause M3025T (2012-11-19) Former Public Servant - Competitive Requirements

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, bidders 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, 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 Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites 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 Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder 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 the Goods and Services Tax or Harmonized Sales Tax.

2.3 Canadian Content Certification

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

1. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the Supply Manual.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a)).

2. Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

3. Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:

- (a) aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
- (b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

4. Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

5. Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above). For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

6. Other Canadian goods and services:

(a) For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:

(i) MERIT Partner under the MERIT Partnership Program (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);

(ii) Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or

(iii) CIRCLE Canada companies as agreed on by IC and PWGSC.

(b) Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

2.3.2 SACC Manual Clause M3055T (2010-01-11) 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.

PART 6 - INSURANCE REQUIREMENTS AND INSPECTION OF VEHICLES

1. Insurance Requirements

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

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

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

2. Inspection of Vehicules

The vehicles must be made available by the successful bidder, if requested by the customer department, for inspection and approval prior to awarding of Standing Offer.

Any change to the above vehicles in conjunction with this contract must be approved by the Site Authority.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

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.

2.1 General Conditions

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

2.2 Standing Offers Reporting

M7010C (2012-07-16) 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 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 01 to June 30;

2nd quarter: July 01 to September 30;

3rd quarter: October 01 to December 31;

4th quarter: January 01 to March 31.

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is April 01, 2013 to March 31, 2015 inclusive, with the option to renew for one (1) additional year period.

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 year, from April 01, 2015 to March 31, 2016 inclusive, 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 method specified in the Standing Offer.

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

If Canada decides to exercise the optional year: the Consumer Price Index for Canada (CPI) in twelve (12) months to December 2014

(<http://www5.statcan.gc.ca/subject-sujet/result-resultat.action?pid=3956&id=2178&lang=eng&type=CST&pageNum=1&more=0>) will be applied to the Prices offered for the period from April 01, 2014 to March 31, 2015 for Prices for the additional year.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Chan-Hung Do, Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Traffic Management Directorate
11 Laurier Street, PDP III, 7B3
Gatineau, QC K1A 0S5

Telephone: (819) 956-3890

Facsimile: (819) 956-4944

E-mail address: Chan-Hung.Do@tpsgc-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.

4.2 Project Authority

The Project Authority for the Standing Offer is:

(to be completed at the time of the contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Project 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.

4.3 Offeror's Representative

For placing of call-ups (orders):

Name: _____

Telephone: _____

Facsimile: _____

Email: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence at the National Capital Region (NCR).

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

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 (2012-11-19), General Conditions - Services (Medium Complexity);
- e) Annex A - Statement of Work;
- f) Annex B - Basis of Payment;
- g) Annex C - License and Insurance Requirements;
- h) Annex D - Usage Report;
- i) the Offeror's offer dated _____.

9. Certifications

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.

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 Ontario.

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

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

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

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price.

4.3 Method of Payment (Multiple Payments)

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;

b. all such documents have been verified by Canada;

c. the Work delivered has been accepted by Canada.

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
 - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

5.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission". 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 following address for certification and payment:

-National Defence customer for whom the services was requested;
 - (b) One (1) copy must be forwarded to CFSU O Transport Attn: Rental Co-ordinator, Uplands Site;
 - (c) One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the Contract.

ANNEX A**STATEMENT OF WORK****Requirement:**

A Coach/Highway Cruiser has a capacity minimum of fifty-five (55) passengers. The Offerors must have a quantity of fifteen (15) or more coaches/highway cruisers in their fleet.

To provide services for coaches/highway cruisers with drivers on an "as and when required" basis, for the Department of National Defence at the National Capital Region (NCR) for the services within the NCR, Toronto, Borden, Trenton, Kingston, Petawawa, major cities in the provinces of Manitoba, Quebec and New Brunswick; as well in the Eastern United States and other locations as specified by directing staff on an "as and when requested" basis from April 01, 2013 to March 31, 2015, with an option to extend for one (1) additional one year period.

The Company must have a Permanent Public Vehicle and Extra Provincial operating licence, issued by the Ontario Highway Transport Board (OHTB), and will be responsible for providing quality service including vehicle safety and cleanliness, and must meet Provincial Safety Standards (a Vehicle Safety Certificate must be available at all times). Drivers must meet the standards of the profession, and display professionalism at all times.

The Site Authority will conduct periodic checks to verify the quality of service rendered. A minimum of four (4) hours notification will be given to provide services. No cancellation fee will be accepted if cancelled within six (6) hours prior to the required time.

All unserviceable vehicles will be replaced within a reasonable time frame by an equivalent vehicle or better, at no extra charge to the Client. Any additional costs encountered due to vehicle breakdown, will be the responsibility of the Company.

NOTE:

The Transport Section will initiate all requests on behalf of our Clients and provide the Contractor with information on the service to be performed, the Standing Offer number, including the call-up number and the Client address, so that invoices are forwarded appropriately. Invoices are to be sent to the Client requesting the service and a copy of the invoice shall also be sent to CFSU Ottawa, TN Rental Section upon completion of the service. All invoices will quote this Standing Offer number and the Purchase Order number of the incumbent initiating the service.

A copy of the invoice must also be sent to CFSU (O), Transport, Rental Section, Uplands Site.

Failure to do so will result in delay of payment.

- Within the NCR and the Connaught Range area, the Contractor will be allowed to charge for the exact fee the kilometers from point of origin to point of destination only. No additional kilometers will be considered or accepted (i.e. from Contractor's site to point of origin and return). Dead head mileage fee for one way trips will not be accepted within the NCR and Connaught Range area.

- Out of town trips will be invoiced in accordance with rates provided. "Dead Head Mileage" fees for one way trips will be accepted for out of town trips.

- Any resultant Standing Offer will be used exclusively by Transport Section, CFSU (O) Uplands Site.

ANNEX B
BASIS OF PAYMENT
Estimated Price for Year #1

The Estimated Price for Year #1 will be calculated as follow:

Subtotal for Year #1 + Estimated Price for Kilometers for Year #1

Note: The Offerors must submit a price for each category to be considered responsive.

Period of Standing Offer: From April 01, 2013 to March 31, 2014 (Year #1)				
Category	Description	A	Price submitted by the Offeror B	Estimated Price per category A x B
1.	Coach (Highway Cruiser) Hourly Rate	Estimated hours for evaluation only: 2000	\$_____/hour	\$_____
2.	Coach (Highway Cruiser) Daily Rate	Estimated days for evaluation only: 150	\$_____/daily	\$_____
3.	Overnight Fee:	Estimated Overnight for evaluation only: 10	\$_____/ea.	\$_____
4.	Cost per km. for Dead Head Mileage	Estimated km for evaluation only: 1000	\$_____/km	\$_____
5.	Cancellation Fee	Estimated cancellation for evaluation only : 1	\$_____/cancellation	\$_____

Estimated Price for category 1 +category 2 + category 3 + category 4 + category 5 =

Subtotal for Year #1 \$_____

Solicitation No. - N° de l'invitation

W5942-12TN09/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

lp001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W5942-12TN09

lp001W5942-12TN09

Estimated Price for Kilometers for Year #1

The Following formula will be used to calculate the Estimated Price for Kilometers for Year #1 :

(1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 30

Daily Free Kilometers offered by the Offeror	_____ kms
Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit.	\$ _____ /km

Estimated Price for Year #2

The Estimated Price for Year #2 will be calculated as follow:

Subtotal for Year #2 + Estimated Price for Kilometers for Year #2

Note: The Offerors must submit a price for each category to be considered responsive.

Period of Standing Offer: From April 01, 2014 to March 31, 2015 (Year #2)				
Category	Description	A	Price submitted by the Offeror B	Total Estimated price per category A x B
1.	Coach (Highway Cruiser) Hourly Rate	Estimated hours for evaluation only: 2000	\$_____/hour	\$_____
2.	Coach (Highway Cruiser) Daily Rate	Estimated days for evaluation only: 150	\$_____/daily	\$_____
3.	Overnight Fee:	Estimated Overnight for evaluation only: 10	\$_____/ea.	\$_____
4.	Cost per km. for Dead Head Mileage	Estimated Km for evaluation only: 1000	\$_____/km	\$_____
5.	Cancellation Fee	Estimated cancellation for evaluation only : 1	\$_____/cancellation	

Estimated Price for category 1 + category 2 + category 3 + category 4 + category 5 =

Subtotal for Year #2 \$_____

Estimated Price for Kilometers - Year #2

The Following formula will be used to calculate the Estimated Price for Kilometers for Year #2 :

(1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 30

Daily Free Kilometers offered by the Offeror	_____ kms
Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit.	\$ _____ /km

Definitions:

Hourly Rate is defined as less than eight (8) consecutive hours (which included pick-up/wait/return and fuel). Minimum of 2 hours will be charged.

Daily Rate is defined as a minimum of eight (8) hour period (pick-up/wait/return) including all fuel and free kms.

Overnight Fee is defined as twenty-four (24) hour call-up period (pick-up/wait/return).

The client, who requests the service, will be responsible for payment of overnight for the driver accomodation. If the client advises the driver to make his own arrangements, he must follow the Treasury Board Guide Line for Hotel rate. All other fees are the responsibility of the contractor.

The Travel Directive may be viewed at the following website;

http://www.tbs-sct.gc.ca/travel/travel_e.html Appendix "C" applies.

Dead Head Mileage: fees for one way trips, not applicable in the National Capital Region (NCR).

Cancellation Fee: No cancellation fee applies if cancelled within six (6) hours prior to the required time.

Daily Free Kilometer: The Contractor will not be allowed to charge for kms until the daily free kms limit is exceeded. Daily Free kms limit applies to all categories of trips (hourly rate, daily rate and dead head mileage).

ANNEX C

LICENCE AND INSURANCE REQUIREMENTS

1. Licence

1.1 The Offeror must provide proof of a Permanent Public Vehicle and Extra Provincial operating licence, issued by the Ontario Highway Transport Board (OHTB).

2. Commercial General Liability Insurance - SACC Manual Clause G2001C (2008-05-12)

2.1 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.

2.2 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.

3. Automobile Liability Insurance - SACC Manual Clause G2020C (2008-05-12)

3.1 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.

3.2 The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation
- e. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
- f. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability
Passenger Hazard/Bodily Injury Minimum Limits required:

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

Solicitation No. - N° de l'invitation

W5942-12TN09/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

lp001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W5942-12TN09

lp001W5942-12TN09

ANNEX D
Quarterly Report
Regional Individual Standing Offer (RISO)
Req.# W5942-12TN09

Offeror:

The quarterly reporting periods are defined as follows:

1st quarter: April 01 to June 30;

2nd quarter: July 01 to September 30;

3rd quarter: October 01 to December 31;

4th quarter: January 01 to March 31.

PERIOD ____ OF 4

EXAMPLE OF INFO REQUIRED

DATE	INVOICE #NO.	CLIENT	TOTAL(\$)

TOTAL FOR THE PERIOD

\$ _____

Send by Fax or by mail to:
Travel Procurement Services Division
Traffic Management Directorate
11 Laurier Street, Place du Portage, Phase III, 7B3
Gatineau, QC K1A 0S5
FAX:(819) 956-4944
attn: Chan-Hung Do

Signature: _____

Date: _____