



RETURN BIDS TO / RETOURNER LES SOUMISSIONS À :

Sean Sun
 Standing Offer Authority
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 Tel: 343-203-1555

Attn: Solicitation #: 18-133565

REQUEST FOR STANDING OFFER (RFSO)

Proposal to: Department of Foreign Affairs, International Trade and Development

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

DEMANDE D'OFFRE À COMMANDES (DOC)

Proposition aux: Ministère des Affaires étrangères, du Commerce et du Développement

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

| | |
|--|--|
| TITLE - SUJET 18-133565 - HIRED TRANSPORTATION SERVICES NEW YORK | |
| SOLICITATION NO. - NO. DE L'INVITATION 18-133565 | DATE APRIL 23, 2018 |
| SOLICITATION CLOSES / L'INVITATION PREND FIN May 7, 2018 at 14:00 hrs Eastern Standard Time. | |
| ADDRESS ENQUIRIES - ADRESSER TOUTES QUESTIONS À : SEAN SUN | |
| TELEPHONE: 343-203-1555 | EMAIL - COURRIEL : internationalproposals@international.gc.ca / propositionsinternationales@international.gc.ca |
| DESTINATION OF GOODS/SERVICES - DESTINATION DES BIENS/SERVICES See Herein. Informations dans le document | |
| VENDOR/FIRM NAME AND ADDRESS - RAISON SOCIALE ET ADRESSE DU FOURNISSEUR/DE L'ENTREPRENEUR Telephone No. - No de téléphone : Facsimile No. - No de télécopieur : | |
| NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE VENDOR/FIRM NOM ET TITRE DE LA PERSONNE AUTORISÉE À SIGNER AU NOM DU FOURNISSEUR/DE L'ENTREPRENEUR | Corporate Seal |
| _____ Signature | |
| _____ Date | |



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PART 1 - GENERAL INFORMATION

1. Introduction

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

- I. Part 1: General Information
Provides a general description of the requirement;
- II. Part 2: Offeror Instructions
Provides the instructions applicable to the clauses and conditions of the RFSO;
- III. Part 3: Offer Preparation Instructions
Provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- IV. 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;
- V. Part 5: Certifications and Additional Information
Includes the certifications and additional information to be provided;
- VI. Part 6: Insurance Requirements
Includes specific requirements that must be addressed by offerors; and
- VII. Part 7:
 - 7A: Standing Offer
Includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B: Resulting Contract Clauses
Includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

Annexes

Annex A: Statement of Work

Annex B: Basis of Payment

Annex C: Insurance Requirements

Annex D: Example of Call-up Document

2 Summary

The Department of Foreign Affairs, Trade and Development (DFATD) is seeking bidders for the provision of transportation services with driver to be provided on an “as and when requested” basis for use by DFATD and other Government of Canada employees

The requested transportation services include 5 passenger mid-size sedans, 7 passenger small vans, 14 passenger large vans, 7 passenger SUV's, 24 passenger minibuses, and luggage trucks , to be used to transport Canadian Officials as per operational requirements.



The period for making call-ups against the standing offer(s) is 1 year from the issuance of the standing offer, with four possible extension periods of 1 year each.

3 Definitions and Interpretations

A “Request for Standing Offer” (RFSO) is the solicitation document used to seek proposals or bids from suppliers. The term “Offeror” refers to the potential Supplier submitting a proposal or bid. The Offeror submitting a proposal may, however consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Offeror’s compliance with the Mandatory Requirements

Wherever the words “proposal” or “bid” appear in this document, each shall be taken to mean the same as the other.

The Mandatory Requirements of this RFSO are identified specifically with the words “MANDATORY”, “MUST”, “ESSENTIAL”, “SHALL”, “WILL”, “IT IS REQUIRED”, and “REQUIRED”. If a Mandatory Requirement is not complied with, the proposal will be considered non-responsive and will not receive any further consideration. In the context of this RFSO, Non-Responsive and Non-Compliant and NonValid shall each be taken to mean the same as the other.

3.1

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

4 Terms and Conditions of the Resulting Standing Offer

The general terms and conditions and clauses contained in Part 6 of this Request for Proposal Document and any resulting standing offer, subject to any other express terms and conditions.

Contracting Authority
Sean Sun
Senior Contracting and Procurement Officer
DFATD
125 Sussex Dr., Ottawa, Ontario K1A 0G2
Tel: 343-203-1555
Email :Sean.Sun@international.gc.ca

The Contracting Authority is responsible for all matters of a contractual nature.

5 Inspection/Acceptance

All work to be performed and all deliveries to be submitted for any resulting call-ups against the resulting standing offers shall be subject to inspection by and acceptance of the Project

6 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.



7 Communications Notification

As a courtesy, the Government of Canada requests that successful Offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

8 Improvement of Requirement During the Solicitation Process

Should bidders consider that the specifications or Statement of Work contained in the request for standing offer could be improved technically or technologically, bidders are invited to make suggestion, in writing, to the Contracting Authority as named in this bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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) (<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 call-up(s).

[The 2006 \(2017-04-27\) Standard Instructions](#) - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2 SACC Manual Clauses

2.1.1 M0019T (2007-05-25) [Firm Price and/or Rates](#)

3 Submission of Offers

Offers must be submitted only to Mission Procurement Operations, DFATD. Proposal 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 DFATD will not be accepted.

4 Enquiries - Request for Standing Offers



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

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

5 Applicable Laws

The Standing Offer and any call-up(s) 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 proposal in an Electronic Soft copy format only. Format as follows:

Section I: Technical Bid; one (1) electronic copy PDF
Section II: Financial Bid; one (1) electronic copy PDF
Section III: Certifications; one (1) electronic copy PDF

All files must be e-mailed to the Contracting Authority's e-mail address as an attachment.

internationalproposals@international.gc.ca /

propositionsinternationales@international.gc.ca

Proposals must be received by DFATD at the email address identified and by the date and time on page 1 of the solicitation. Offerors should ensure that their name, closing date, and solicitation number is clearly referenced in the email message. It is the responsibility of the Offeror to confirm that their submission has been received on time, and to the correct location.

Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

Canada requests Bidders follow the specifications format instructions described below in the preparation of their bid:

- (a) Minimum type face of 10 points.
- (b) All material must be formatted to print on 8.5" x 11" or A4 paper.



(c) For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFSO document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:

- The size of attachments exceeds 10 MB;
- The e-mail was rejected or put in quarantine because it contains executable code (including macros);
- The e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.

It is strongly recommended that Offerors confirm with the Contracting Authority (Sean Sun) that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contracting Authority may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of the Contracting Authority and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2016-04-04) Standard Instructions – Goods or Services – Competitive Requirements.

It is the Bidder's responsibility to:

obtain clarification of the requirements contained in the RFSO, if necessary, before submitting a proposal;

prepare its proposal in accordance with the instructions contained in the RFSO;

submit by closing date and time a complete proposal;

send its bid only to the address specified on page 1 of the bid solicitation;

ensure that the Bidder's name, return address, and the RFSO number are clearly visible on the envelope or the attachment(s) containing the proposal; and,

provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFSO.

Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS) Website:

Buyandsell.gc.ca/tenders. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

Proposals received on or before the stipulated RFSO closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals will be treated as



confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.

Unless specified otherwise in the RFSO, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal. A proposal cannot be assigned or transferred in whole or in part.

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1 Evaluation Procedures

(a)

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a) The Bidder is advised that listing experience only, without providing any supporting data to describe where and how such experience was obtained will not constitute "proved" for the purpose of the evaluation.
- b) The Bidder/Firm must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c) The Bidder/Firm must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. To demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In cases where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once.
- d) It is recommended that the Bidder/Firm include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet "b" above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references to be awarded a standing offer. Canada may declare a bid non-responsive if the required references are not submitted as requested. Bidders should provide the required references in the Technical Proposal of their bid.

Compliance with the references bidders provide to Canada is subject to verification by Canada during the



bid evaluation period (before award of a standing offer) and after award of a standing offer. The Departmental Representative will have the right to ask for additional information to verify bidders' compliance with the references before award of a standing offer. The bid will be declared non-responsive if any reference made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Departmental Representative for additional information will also render the bid non-responsive

- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

2 Technical Evaluation

2.1 Mandatory Requirements

| | MANDATORY REQUIREMENTS | PAGE REFERENCE | PASS | FAIL |
|-----|--|-----------------------|-------------|-------------|
| M.1 | <p>BIDDER PROFILE</p> <p>Bidders must provide a brief corporate history demonstrating that they have a minimum of 5 years of experience acquired in the last 7 years providing similar transportation services in the tri-state area (New York, New Jersey, and Connecticut) for corporate, foreign government, and "VIP" clients. Provide 3 references including a name, phone number or email address and their position within the Company.</p> | | | |
| M.2 | <p>QUALIFICATIONS OF KEY PERSONNEL</p> <p>Bidders must propose a dispatcher who has relevant experience in passenger transportation to meet the requirements as described in the Statement of Work and must meet the following criteria:</p> | | | |
| | <p>M2.1 Dispatcher</p> <p>Bidders must describe the proposed Dispatcher's role and responsibilities:</p> <p>Bidders must confirm that the Dispatcher will have the authority to make major decisions relating to a passenger transportation service request;</p> <p>Bidders must confirm in writing that all dispatchers working with the Government of Canada will have at least two (2) years' experience in passenger transportation operations and at least three (3) years overall work experience in the transportation business in the past five (5) years.</p> <p>Bidders must confirm that the dispatcher shall be fluent in spoken and written English.</p> | | | |
| | <p>M2.2 Driver</p> <p>Bidders must confirm in writing that all drivers working with the Government of Canada shall have at least two (2) years of experience acquired in the past five (5) years working in New</p> | | | |



| | | | | |
|-----|---|--|--|--|
| | <p>York, New Jersey and Connecticut and have familiarity with local roads, tunnels, bridges and area airports.</p> <p>Confirm all drivers are licensed to operate and are in possession of Class E/TLC license or equivalent.</p> <p>Confirm all drivers have no criminal record.</p> | | | |
| M.3 | <p>Certification</p> <p>Bidders must provide a certificate confirming that the company is licensed to operate in the states of New York, New Jersey, and Connecticut.</p> | | | |

2.2 Supporting Information

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

2.3 Point-Rated Requirements

Proposals having successfully met ALL of the mandatory criteria will be evaluated and point-rated against the criteria listed below.

Proposals must identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the requirements as detailed below. Proposals must provide supporting information in number of years/projects consisting of detailed resume(s) that clearly describe the degree and nature of the knowledge/experience possessed by each proposed resource personnel including that of the firm. Supporting information shall include the previous experience with respect to the factors listed below. Up to the number of points specified below will be awarded for each factor based on length and depth of experience.

Bids which fail to obtain the required minimum number of points (50 points or 70% of all available points) specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

| RATED CRITERION NUMBER | TITLE | MAXIMUM POINTS AVAILABLE |
|-------------------------------|--|---------------------------------|
| PR1 | Experience of Firm | 21 |
| | PR1.1 Years of experience | 10 |
| | PR1.2 Dispatcher In Passenger Transportation Operations | 11 |
| PR2 | Bidder Capability | 19 |
| | PR2.1 Number of transportation requests handled last calendar year | 11 |
| | PR2.2 Resources | 8 |
| PR3 | Green Vehicles in Fleet | 12 |
| | Ethanol 85 fuel vehicles | 2 |
| | Hybrid vehicles | 4 |
| | Electric vehicles | 6 |



| | | |
|---------------------------------------|---------------------|-----------|
| PR4 | Schedule of Service | 20 |
| Overall Maximum Points Available | | 72 |
| Overall Minimum Points Required (70%) | | 50 |

| Rating Table | |
|--|--|
| Percentage of Available Points | Basis for Percentage Distribution |
| 0% | Unsatisfactory. Unclear and lacking detail and substance. Lacking understanding, deficient in major areas; weak understanding of scope of work. |
| 50% | Weak. The response addresses and provides some relevant detail but still lacks complete understanding of the scope of work. |
| 70% | Satisfactory. Sufficient detail provided and demonstrated a good understanding of the work, provided clear strategies to successfully meet the scope of the work. |
| 85% | Very good. Detailed approach to the scope of work addresses most issues and problems by providing a good, workable strategy. Very good understanding of the requirement is demonstrated. |
| 100% | Superior. Fully detailed approach to the work addresses issues and problems by providing an excellent, workable strategy. Excellent understanding of the requirement is demonstrated. |
| This Rating Table applies to all Point Rated Technical Criteria. All bids will be rated in accordance with this table. | |

PR1 Experience of Firm

Bidder to provide a description of firm including years of relevant experience, and list of relevant clients including government entities (domestic or international).

PR1.1 Years of experience

| | |
|-------------|-----------|
| 6-8 years | 2 points |
| 9-11 years | 4 points |
| 12-14 years | 6 points |
| 15-17 years | 8 points |
| 17+ years | 10 points |

PR1.2 Passenger Transportation Operations: points will be allotted for proposed dispatcher who possesses work experience in passenger transportation operations.

| | |
|-------------|----------|
| < 2 years | 0 Points |
| 2 – 4 years | 4 points |
| 5 – 7 years | 6 points |



| | |
|--------------|-----------|
| 8 – 10 years | 8 points |
| 10 + years | 11 points |

PR2 Bidder Capability

PR2.1 Number of transportation requests handled last calendar year

| | |
|---|-----------|
| Less than 10 groups (5 or more vehicles concurrently) | 0 points |
| Between 10-19 groups (10 or more vehicles concurrently) | 6 points |
| Between 20-29 groups (15 or more vehicles concurrently) | 8 points |
| 30+ groups (20 or more vehicles concurrently) | 11 points |

PR2.2 Numbers of vehicles in bidder’s fleet

| | |
|--|----------|
| Less than 10 vehicles in fleet | 0 points |
| Between 10-20 vehicles in fleet | 2 points |
| Between 21-30 vehicles in fleet | 4 points |
| Between 31-40 vehicles in fleet | 6 points |
| Over 41 vehicles in fleet | 8 points |
| Breakdown of fleet vehicles by make, model, and year (for informational purposes only) | |

PR3 Green Vehicles in Fleet

| | |
|--|----------|
| Vehicles equipped to use Ethanol 85 fuel | 2 points |
| Equipped with hybrid vehicles | 4 points |
| Equipped with electric vehicles | 6 points |

PR4 Schedule of Service

| | |
|---|--|
| Bidders must submit a step-by-step description and estimated timelines for the delivery of passenger transportation services once a request is received from the Government of Canada. (ex. What steps would your company take once a request is received and what are the turnaround times?) <ul style="list-style-type: none"> - Detail and clear description. Excellent identification of activities. Demonstrates a full understanding of the requirement. No clarification required. - Timelines and associated level of effort is detailed and clear. No clarification required. | 20 points; to be assigned as per the point rated grid. |
| Unsatisfactory: No clear outline of description of step-by-step service. | 0 points |
| Poor: Insufficient description outline of description of step-by-step service. | 5 points |
| Satisfactory: Basic outline of description of step-by-step service. | 10 points |
| Superior: Complete outline of description of step-by-step service. | 20 points |

3 Financial Evaluation

3.1 Section II of bid submission: to be labeled “Financial Proposal”



Bidders should submit their Financial Proposal in accordance with Section II. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal must appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed. **Estimates provided in Annex “B”, are strictly for evaluation purposes and are not a guarantee under the contract.**

3.2 The price of the bid will be evaluated in United States dollar (USD), Applicable Taxes excluded, FOB destination, customs duties and excise taxes included.

3.3 The total evaluated price of the bid will be calculated in accordance with Annex “B” Basis of Payment. All fees, charges and costs must be included in the “Basis of Payment” template as “all-inclusive” pricing.

3.4 3. Total for Evaluation Purpose is based on the estimated hours of work and is strictly for Price Proposal evaluation purposes only. It should not be interpreted as a commitment on the part of the Government for future business requirements.

4 Basis of Selection

4.1 Lowest Cost Per Point
BASIS OF SELECTION – Lowest Price Per Point

1.1.1. To be declared responsive, a bid must:

- comply with all the requirements of the bid solicitation;
- meet all mandatory technical evaluation criteria; and
- obtain the required minimum of 70 % percent overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 60 points.

1.1.2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

1.1.3. The lowest evaluated price per point will be determined by dividing the proposed total price of the initial contract, including options to extend, if applicable, by the total technical score, to establish the lowest evaluated price per point.

1.1.4. The following table is for illustrative purposes only to demonstrate the calculation of the lowest evaluated price per point:

| Bidder | Quoted Price Excluding Taxes | Total Technical Points | Cost Per Point |
|-----------|---------------------------------|------------------------|--------------------|
| Bidder 1 | 75,000.00 | 78 | 961.54 per point |
| Bidder 2 | 92,000.00 | 83 | 1,108.44 per point |
| *Bidder 3 | 81,000.00 | 88 | 920.46 per point |

*In the above scenario, Bidder #3 would be declared the successful bidder.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

1 Certifications Required with the Offer

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

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

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



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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1 Offer

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) (<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](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3 Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for one (1) year from date of standing offer award.

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 four (4) periods of one (1) 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 fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4 Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sean Sun

Title: Procurement Officer

Department of Foreign Affairs, Trade and Development

Address: 200 Promenade du Portage, J8X4B7, Gatineau, QC



Telephone: +1(343) 203-1555

E-mail address: Sean.Sun@international.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 entered upon standing offer award

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

(To be completed at Standing Offer award)

5 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Government of Canada.

6 Call-up Procedures

Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, or does not respond within two (2) working days, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis.

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

7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer



- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

8 Limitation of Call-ups

Individual call-ups against the Standing Offer performed by the Embassy or Representative's Office must not exceed \$65,000.00 USD (Applicable tax included). Call-ups exceeding this value must be performed by the Contracting Authority.

9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 300,000 USD (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.

10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (2015-07-03) General Conditions – Services (Medium Complexity)
- e) Annex A, SOW
- f) Annex B, Basis of Payment
- i) Annex C, Insurance Requirements
- j) the Offeror's offer dated _____

11 Certifications - Compliance

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



are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

12 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, Canada

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/16>

Section 13 Interest on Overdue Accounts, of 2010C (2015-07-03), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

2.2 Period of the Standing Offer

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

The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through an amendment to the standing offer.

3 Payment

3.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Call-up, the Contractor will be paid in accordance with the Basis of Payment, in Annex "B" as specified in the authorized Call-up. Customs duties are excluded and applicable tax is extra.

3.2 Limitation of Price



SACC Manual clause C6000C 2017-08-17, Limitation of Price 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.

3.3 Electronic Payment of Invoices – Call-up

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

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

4 Invoicing Instructions

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. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address below for certification and payment.

To be entered upon standing offer award



ANNEX A STATEMENT OF WORK

1. Scope

1.1 Objective

The objective of this Statement of Work is to detail the vehicle transportation services to be provided on an “as and when requested” basis for use by DFATD and Government of Canada in the Northeast region of New York, New Jersey, Connecticut.

The vehicles for hire shall include various sized highway-style cruisers and with drivers, and will be used to transport various personnel such as senior Canadian officials and their guests.

1.2 Background

The requirements will vary in size between 1-80 individuals and at times may include a media contingent. Most of officials will be picked up in New York City and transported to their accommodations or to various sites during the visit, and then returned to their point of departure. The area of operation will include in the Northeast region of New York, New Jersey, and Connecticut.

2. Requirements

2.1 Vehicle Requirements

All vehicles:

- must not be older than three years old.
- must follow the manufacturer’s suggested maintenance plan and be free of any mechanical defect.
- must meet all federal/state/municipal vehicle safety standards.
- must be clean at all times (exterior/interior).
- must be of an inconspicuous colour (black, charcoal or dark blue).
- must be non-smoking.
- must be capable of operating safely in all weather conditions.
- must come with tinted window.
- must be free of any company logos or advertisements except for the logo of the vehicle’s manufacturer.

A1. Full-size Sedans (5 passengers)

Mid-sized sedans must have the same size and standard as a Ford Taurus or similar.

A2. Small Vans (7 passengers)

Small vans must be of the same size and standard as a Dodge Caravan or similar.

A3. Large Vans (14 passengers)

Large vans must be of the same size and standard as a Ford Transit or similar.

Special extra-space requirements apply to certain vehicles in this category. These requirements are detailed on the spreadsheet provided for quotation.

A4. SUV (7passengers)

SUVs must be of the same size and standard as a Chevrolet Suburban

A5. Minibus (24 passengers +)

Minibuses must be of the same size and standard as a Ford E450 or similar.

A6. Luggage Trucks

Luggage trucks must be 3.5 tonnes or larger and must be capable of carrying the delegation’s luggage in one load.

Must provide with luggage handlers.



2.2 Driver Requirements

- All drivers must have a valid driver's licence recognized in United States of America for their respective vehicle.
- All drivers must have been in possession of Class E/TLC license or equivalent.

Drivers must have no criminal record. Note: a verification of this will be performed by local police authorities.

- All drivers must be able to communicate in English. The ability to communicate in French is considered an asset.
- All drivers must be familiar with driving in New York City, New York, and the surrounding areas.
- Drivers must be experienced drivers (at least 2 years acquired in the last 5 years).
- Drivers must wear a dark suit, a white dress shirt, and tie, when on duty. This does not apply to the luggage truck driver. Offeror must provide a uniform to its drivers at offeror's own expense.
- Drivers must not be under the influence of any alcohol, drugs, or illegal medication when operating the vehicle.
- Drivers must wait in their cars when standing-by unless otherwise instructed by the Embassy.

2.3 Operational Requirements

- Vehicles to transport passengers and dispatcher services must be available at any time (24/7) throughout each event.
- Drivers are not permitted to work more than the legally mandated maximum amount of hours in a day in accordance with local labour legislation. If a driver reaches this maximum they must be replaced.
- The bidder must provide a dispatcher who will be responsible for coordinating the activities of all the vehicles and drivers in conjunction with the Embassy. His/her role will be solving potential problems with drivers/vehicles and looking after potential last minute changes.
- This dispatcher must have at least 2 years of experience performing similar tasks in the last 3 years.
- If a vehicle breaks down while in use, it must be replaced by a similar vehicle within 2 hours at no extra charge to the client.
- A replacement driver must be provided within 2 hours from the moment that it is learned that a driver will not be capable of fulfilling their duties. .

2.4 General Requirements

The regulations detailed in the Federal Law of Work in Industry and Road Traffic Act must be adhered to by the contractor and its employees.

The dispatcher and drivers may need to attend a mandatory briefing prior to the events hosted by the Embassy.



3. Responsibilities

3.1 Responsibilities of Canada

- Canada will obtain accreditations for high security zones on behalf of the contractor.
- An identification for the car will be given to each driver who must ensure that it is noticeable at all time during service hours.

3.2 Responsibilities of the Contractor

- The contractor must provide the drivers with a hands free cell phone or radio to enable communication with the dispatcher.
- The contractor must provide the dispatcher with a cell phone or radio and the necessary IT equipment (e.g. laptop, etc.) required to communicate with the drivers and to plan their work.
- The contractor is responsible for the costs associated with lodging and meals for the drivers and dispatcher during the work (if applicable).
- Drivers must get their time sheet signed by the Embassy at the end of each shift. All signed time sheets must be attached to the final invoice and will serve as the basis of payment. Time sheets that have not been signed may not be accepted and hours paid will be based on the hours documented by the Embassy.
- The Contractor is responsible for any required accreditation of its vehicles and drivers (with the exception of special accreditation that can only be requested by the Contracting Party). Accreditation must be obtained before starting work.
- The dispatcher shall solve potential problems with drivers/vehicles and look after potential last minute changes.

4. Constraints

- All drivers may be asked to sign a confidentiality agreement before beginning their work for the Embassy.
- The company awarded with the standing offer must submit to the Embassy a list of the make, model, color, vehicle registration, confirmation of vehicle insurance and plate number for each vehicle as well as the driver's name, photocopy of driver's license, social security number and cell phone number at least one week before the start of each event.
- Breaks required by law will not be paid.
- Travel to and from work at the start and end of shifts may not be calculated separately. These costs must be incorporated into the hourly usage rate as indicated in the basis of payment.

5. Deliverables

Vehicles and drivers must be dedicated to meeting the transportation requirements of Canadian government officials transportation requirements during a Canadian delegation visit and in accordance with the specifications contained in this Statement of Work.

6. Assignment Location

Drivers and vehicles will be deployed in regions of:



- New York
- New Jersey
- Connecticut

7. Language of Work

All communication must be conducted in English.

8. Call-up Response Requirements

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

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

8.3 The Contractor must respond as required within one (1) hour in case of vehicle breakdown or overload of Canadian Delegation Transportation Service.



ANNEX B BASIS OF PAYMENT



| a) Year One | | | | | | | | | | |
|----------------------|--------------------------------------|---|----------------------------------|---------------------------------|---|--------------------------|-------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| | | | | | Airport Transportation Rate To/From Midtown Manhattan | | | Cancellation | | |
| Description | Type of vehicle | Firm Hourly Rate (Where applicable ¹) | OT Rate per Hour (If applicable) | Minimum Call-out, in # of Hours | LaGuardia Airport ² | JFK Airport ² | Newark Liberty Airport ² | Cancellation Charge (24 Hours Notice) | Cancellation Charge (48 Hours Notice) | Cancellation Charge (72 Hours Notice) |
| A1 | 5 Passengers Sedan | | | | | | | | | |
| A2 | 7 Passengers Small Van | | | | | | | | | |
| A3 | 14 Passengers Large Van | | | | | | | | | |
| A4 | 7 Passengers SUV | | | | | | | | | |
| A5 | 24 Passengers Minibus | | | | | | | | | |
| A6 | Luggage Trucks (driver + 2 handlers) | | | | | | | | | |
| b) Option Year One | | | | | | | | | | |
| | | | | | Airport Transportation Rate To/From Midtown Manhattan | | | Cancellation | | |
| Description | Type of vehicle | Firm Hourly Rate (Where applicable ¹) | OT Rate per Hour (If applicable) | Minimum Call-out, in # of Hours | LaGuardia Airport ² | JFK Airport ² | Newark Liberty Airport ² | Cancellation Charge (24 Hours Notice) | Cancellation Charge (48 Hours Notice) | Cancellation Charge (72 Hours Notice) |
| A1 | 5 Passengers Sedan | | | | | | | | | |
| A2 | 7 Passengers Small Van | | | | | | | | | |
| A3 | 14 Passengers Large Van | | | | | | | | | |
| A4 | 7 Passengers SUV | | | | | | | | | |
| A5 | 24 Passengers Minibus | | | | | | | | | |
| A6 | Luggage Trucks (driver + 2 handlers) | | | | | | | | | |
| c) Option Year Two | | | | | | | | | | |
| | | | | | Airport Transportation Rate To/From Midtown Manhattan | | | Cancellation | | |
| Description | Type of vehicle | Firm Hourly Rate (Where applicable ¹) | OT Rate per Hour (If applicable) | Minimum Call-out, in # of Hours | LaGuardia Airport ² | JFK Airport ² | Newark Liberty Airport ² | Cancellation Charge (24 Hours Notice) | Cancellation Charge (48 Hours Notice) | Cancellation Charge (72 Hours Notice) |
| A1 | 5 Passengers Sedan | | | | | | | | | |
| A2 | 7 Passengers Small Van | | | | | | | | | |
| A3 | 14 Passengers Large Van | | | | | | | | | |
| A4 | 7 Passengers SUV | | | | | | | | | |
| A5 | 24 Passengers Minibus | | | | | | | | | |
| A6 | Luggage Trucks (driver + 2 handlers) | | | | | | | | | |
| d) Option Year Three | | | | | | | | | | |
| | | | | | Airport Transportation Rate To/From Midtown Manhattan | | | Cancellation | | |
| Description | Type of vehicle | Firm Hourly Rate (Where applicable ¹) | OT Rate per Hour (If applicable) | Minimum Call-out, in # of Hours | LaGuardia Airport ² | JFK Airport ² | Newark Liberty Airport ² | Cancellation Charge (24 Hours Notice) | Cancellation Charge (48 Hours Notice) | Cancellation Charge (72 Hours Notice) |
| A1 | 5 Passengers Sedan | | | | | | | | | |
| A2 | 7 Passengers Small Van | | | | | | | | | |
| A3 | 14 Passengers Large Van | | | | | | | | | |
| A4 | 7 Passengers SUV | | | | | | | | | |
| A5 | 24 Passengers Minibus | | | | | | | | | |
| A6 | Luggage Trucks (driver + 2 handlers) | | | | | | | | | |
| e) Option Year Four | | | | | | | | | | |
| | | | | | Airport Transportation Rate To/From Midtown Manhattan | | | Cancellation | | |
| Description | Type of vehicle | Firm Hourly Rate (Where applicable ¹) | OT Rate per Hour (If applicable) | Minimum Call-out, in # of Hours | LaGuardia Airport ² | JFK Airport ² | Newark Liberty Airport ² | Cancellation Charge (24 Hours Notice) | Cancellation Charge (48 Hours Notice) | Cancellation Charge (72 Hours Notice) |
| A1 | 5 Passengers Sedan | | | | | | | | | |
| A2 | 7 Passengers Small Van | | | | | | | | | |
| A3 | 14 Passengers Large Van | | | | | | | | | |
| A4 | 7 Passengers SUV | | | | | | | | | |
| A5 | 24 Passengers Minibus | | | | | | | | | |
| A6 | Luggage Trucks (driver + 2 handlers) | | | | | | | | | |

1. Tolls & Parking should be excluded from hourly rate and charged based on actual cost no markup permitted.
 2. Airport Transfer Fee should include Tolls. Parking should be charged based on actual cost.



ANNEX C INSURANCE REQUIREMENTS CHECK LIST

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 \$1,500,000 USD per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.



- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

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*

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

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,500,000 USD per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$1,500,000 USD 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.



ANNEX D Example of Call-up Document

| Item No. Article n° | | Description | U of I U de D | Quantity Quantité | Unit Price Prix unitaire | Ext. Price Prix prévu |
|------------------------|--|-------------|------------------|----------------------|-----------------------------|--------------------------|
| 00010 | | | EA | | | |

| | | | | | |
|---|--|--|--|--|-----------------------------------|
| Delivery Address - Adresse de livraison Canadian Embassy via Zara 30 I-00198 ROME, ITALY RM Tel: 011-39-06-854442 Fax: 011-39-06-854442535 | | Invoicing address - Adresse de facturation CANADIAN EMBASSY VIA ZARA 30 I-00198 ROMA RM | | FDB - FAB SVC Rome | Amount - Montant / EUR 800.00 |
| | | | | Terms of payment - Modalités de paiement Due on Receipt | T. taxes - T. taxes / EUR 0.00 |
| | | | | T. Amount - Montant T. / EUR | |

To the Supplier: Your standing offer referred to above is hereby accepted as follows: You are required to supply the goods and/or services shown above at the prices or pricing basis and in accordance with the other terms and conditions stated in the standing offer. Only goods and services included in the standing offer shall be supplied against this call-up. Each shipment shall be accompanied by a packing slip or delivery slip. All invoices, shipping bills and packing slips must show the order number.

Au fournisseur: Votre offre permanente, dont le numéro figure ci-haut, est acceptée selon les modalités suivantes: Vous êtes prié de fournir les biens ou services indiqués ci-haut aux prix ou selon les modalités de prix et en conformité des autres conditions stipulés dans l'offre permanente. Ne seront fournis en vertu de la présente commande que les biens et services figurant dans l'offre permanente. Chaque envoi sera accompagné d'un bordereau d'emballage ou d'expédition. Les factures, connaissements et bordereaux d'emballage doivent tous porter le numéro de la demande.

| | |
|---|---------------------------|
| Certified pursuant to subsection 32(1) of Financial Administration Act Certifié en vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques | |
| Signature | Date |
| Approved for the Minister | Approuvé pour le Ministre |