

**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**

<b>Title - Sujet</b> SCHOOL BUS WITH DRIVER FOR DND	
<b>Solicitation No. - N° de l'invitation</b> W5942-12TN03/A	<b>Date</b> 2013-01-14
<b>Client Reference No. - N° de référence du client</b> W5942-12TN03	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$LP-006-61939
<b>File No. - N° de dossier</b> lp006.W5942-12TN03	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-01-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Legault, Mario	<b>Buyer Id - Id de l'acheteur</b> lp006
<b>Telephone No. - N° de téléphone</b> (819)956-7766 ( )	<b>FAX No. - N° de FAX</b> (819)956-7500
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> 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.	

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	CFSU O UPLANDS SITE, HGR 14 TRANSPORTATION OTTAWA, ON.	I - 1	INVOICES ARE TO BE SENT TO THE CUSTOMER FOR WHOM THE SERVICES WAS REQUESTED. A COPY OF THE INVOICE MUST BE SENT TO CFSU O TRANSPORT ATTN RENTAL CO-ORDINATOR



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	SCHOOL BUS WITH DRIVER FOR DND REQUEST THE SOA BE SUBMITTED TO THE TENDER TO PROVIDE SCHOOL BUS WITH DRIVER FOR THE DEPARTMENT OF NATIONAL DEFENCE IN THE NATIONAL CAPITAL REGION AND SURROUNDING AREA. • PERIOD 31 MARCH 2013 TO 31 MARCH 2015 PLUS A POSSIBILITY FOR ONE YEAR OPTIONAL STARTING 1 APRIL 2015 TO 31 MARCH 2016.	D - 1	I - 1	1	Each	\$	\$		See Herein	
2	School Bus Driver	D - 1	I - 1	1	Each	\$	\$		See Herein	

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## **Request for Standing Offers Template (RFSO)**

### **SCHOOL BUS OR SIMILAR BUS WITH DRIVER FOR THE DEPARTMENT OF NATIONAL DEFENCE**

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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:

- 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:

The Annexes include the Statement of Requirement, the Basis of Payment and any other annexes.

The requirement is limited to Canadian goods and/or services.

### 2. Summary

The Department of National Defence has a requirement for troop transportation. Services of school buses or similar buses with drivers will be needed on an "as required" basis, within the National Capital Region (NCR), and occasionally outside the NCR and surrounding area. The national Capital Region is defined as far as radius of 60 km around the city of Ottawa. The most frequent location outside the NCR will be Cornwall and Landcaster but may not to be limited to these cities. The period of the Standing Offer is from the 01 April, 2013 to the 31 March 2015 plus a possibility for one year optional starting the 01 April 2015 to 31 March 2016.

Historical date items are available below. Estimated quantity of requests per year are as follow:

Hourly Rates: 750

Hourly Waiting Fee: 160

Daily Rates: 100  
And Overnight Fee: 5

### 3. Communications Notification

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

### 4. 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 (2012-11-19) 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

#### 1.1 SACC Manual Clause G2001C (2008-05-12) Commercial Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

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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.

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- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. 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.

## **1.2 SACC Manual Clause G2020C (2008-05-12) Automobile Liability Insurance**

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

2. The policy must include the following:

- a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence;
- b) Accident Benefits - all jurisdictional statutes;
- c) Uninsured Motorist Protection;
- d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation;
- e) OPCF/SEF/QEF #6b - School Bus Endorsement;
- f) OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement; and
- g) OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
- h) Responsabilité à l'égard des dommages causés à des véhicules n'appartenant pas à l'assuré : Ontario : FMPO 27 ou 27B; Québec : FAQ n° 27; Autres provinces : SEF n° 27

8 to 12 Passengers: \$5,000,000

13 or more Passengers: \$8,000,000

## 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.

## 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

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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.

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## **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 (one hard copies)

Section II: Financial Offer (one hard copies)

Section III: Certifications (one hard copies)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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Offerors must submit their financial offer in accordance with the 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.

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

The offeror has been offering school bus service and/or bus charter service during the last three (3) years. The offeror will provide support information confirming it has been in this business during the last three (3) years (resume of activities or contracts with customers or licenses)

#### **1.2 Financial Evaluation**

**1.2.1** The financial evaluation criteria to be used will be as follow: Sum of the following simulated call-ups:

- i) One (1) call-up at a minimum rate including 50 km and another 50 km of dead head mileage;
- ii) One (1) call-up os seven (7) hours including 200 km; and
- iii) One (1) call-up of twelve (12) hours, overnight ans six (6) hours the next day including 300 km.

### **2. Basis of Selection**

#### **2.1 Basis of Selection - Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. Two (2) responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer

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## **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 Code of Conduct and Certifications - Related documentation**

- 1.1.1** 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>) for any or all 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**

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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;

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(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.

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## 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.

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## 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

### 1. Insurance Requirements:

SACC Manual clause M9015T (2011-05-16) Insurance Requirements:

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Part 2, 1.1 and 1.2.

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

1.1 The Offeror offers to fulfill the requirement 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

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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 "B". 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 (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 against the Standing Offer is from 01 April 2013 to 31 March 2015.

### **3.2 Extension of Standing Offer**

M9014C (2008-05-12) 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 One (1) year period, from 01 April 2015 to 31 March 2016 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 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.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Mario Legault  
 Supply Officer  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Traffic Management Directorate  
 11 Laurier St., Place du Portage III, 7B3  
 Telephone: 819-956-7766  
 Facsimile: 819-956-4944  
 E-mail address: mario.legault@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 added at issuance of Standing Offers

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

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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.

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### 4.3 Offeror's Representative(s)

For placing of call-ups (orders):

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

Sale person to be contacted for customer service:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

Person to be contacted for delivery follow-up:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

Person to be contacted for submitting Usage Report:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:  
Department of National Defence

### 6. Call-up Procedures

The offeror is the highest-ranked offeror.

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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, the identified user will contact the next ranked offeror. In other words, when the highest-ranked offeror is unable to fulfil the need, the identified user is required to document its file appropriately.

## **7. 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, etc. or an electronic version.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000 (Goods and Services Tax or Harmonized Sales Tax included).

## 9. 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 Requirement);
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 10. Certifications

### 10.1 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.

## 11. 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

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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 Requirement**

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.

Section 13, Interest on Overdue Accounts, of 2010C (2012-11-19), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

## **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 firm unit prices as specified in Annex B - Basis of Payment. 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 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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.

### 4.3 Payment by Credit Card

*(The standing offer authority must complete one of the clauses if the offeror has accepted payment by credit card(s) {Visa, Master Card} as specified by the offeror under Part 3 of the request for standing offers.)*

*(Use this clause if only one credit card is accepted)*

The following credit card is accepted: \_\_\_\_\_.

**OR**

*(Use this clause if more than one credit card are accepted)*

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### 5. Invoicing Instructions

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

2. Invoices must be distributed as follows:

(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 Contracting Authority identified under the section entitled "Authorities" of the Contract.

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**ANNEX "A"****STATEMENT OF REQUIREMENT****Requirement:**

The Department of National Defence has a requirement for troop transportation. Services of school buses or similar buses with drivers will be needed on an "as required" basis, within the National Capital Region (NCR), and occasionally outside the NCR and surrounding area. The National Capital Region is defined as far as a radius of 60 km around the city of Ottawa. The most frequent location outside the NCR will be Cornwall and Lancaster but may not to be limited to these cities.

**Scope:**

The Offeror will be responsible to provide a good quality of service including vehicle safety and cleanliness, must meet Provincial Safety Standards, must have valid provincial licence and drivers must be qualified to operate the buses and be professional and neat in appearance and manner. Drivers are to decently dress and not wear any clothes that show racist, sexist, discriminatory or offending drawings or markings.

**The Offeror must provide the number of vehicles including makes, model and year that would be available for hire under this Standing Offer prior to be issued a Standing Offer.** The Site Authority will conduct periodic inspections to verify the quality of service rendered as well as the general condition of vehicles offered.

Vehicle must not be older than 7 years old at the time of the call-up. Age of the vehicle is calculated based on the date of manufacturing stamped in the bus. Vehicles must have a minimum of eleven (11) rows of seats on each side of the bus for a minimum of 44 adult passengers.

Sixty (60) percent of the requirement will be during the weekend. Buses can be required on a 24/7 basis. There will be more than one stop on many occasions. More than one bus at a time may be needed.

A minimum of four (4) hours notification will be given to provide services. The Offeror is to confirm acceptance of the services requested within two (2) hours of receiving from NCR Transport request. No cancellation fee will be accepted if cancelled within six (6) hours prior to the required time or before acceptance of the services when notification given was less than six (6) hours prior to the required time. If acceptance of the services requested is not received within two (2) hours of receiving from NCR Transport request, Canada will ask the next ranked Offeror as of Part 6, Section A., Article 6. Call-up Procedures.

All unserviceable vehicles will be replaced within a reasonable time frame by an equivalent vehicle or better, at no extra cost to Canada. Any additional cost encountered due to the vehicle breakdown, will be at the Offeror's expense. A reasonable time frame means the time it takes from CFSU Ottawa, Uplands Site to go to the vehicle breakdown location as calculated by Google Map plus 30 minutes.

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**ANNEX "B"****BASIS OF PAYMENT**

**Pricing:** Definition of items are available below. Estimated quantity of requests per year is as follow:  
Hourly Rate: 750; Hourly Waiting Fee: 160; Daily Rate: 100; and Overnight Fee: 5

(Refer to definition below)

<b>Description</b>	<b>Rate:</b>	<b>HST:</b>	<b>Total:</b>
Minimum Rate (four (4) hours or less)	\$	\$	\$
Minimum Rate (four (4) hours or less)(option year)	\$	\$	\$
Hourly Rate (after first four (4) hours)	\$	\$	\$
Hourly Rate (after first four (4) hours) (option year)	\$	\$	\$
Daily rate	\$	\$	\$
Daily Rate (option year)	\$	\$	\$
Daily Free Kms	QTY: KM		
Daily Free Kms (option year)	QTY: KM		
Cost per km. Over free kms	\$	\$	\$
Cost per km. Over free kms (option year)	\$	\$	\$
Overtime Hourly Rate	\$	\$	\$
Overtime Hourly Rate (option year)	\$	\$	\$
Over Night Rate	\$	\$	\$
Over Night Rate (option year)	\$	\$	\$
Dead Head Mileage Fees per km	\$	\$	\$
Dead Head Mileage Fees per km (option year)	\$	\$	\$
Cancellation Fee (Six (6) hours notification)	\$	\$	\$
Cancellation Fee (option year)	\$	\$	\$

Note: Airport Fee will be paid by the client requesting the service.

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**Minimum Rate:** Is defined as the minimum to be charged for a call-up of four (4) hours or less; no free kms apply. The clock starts at pick-up location and stops at return.

**Hourly Rates:** are defined as cost per hour after the minimum four (4) hour rate, for less than eight (8) consecutive hours (which includes pick up/waiting/return and fuel); no free kms apply and clock starts at pick-up location and stops at return. The Hourly Rate will be used for the waiting time.

**Daily Rate:** Is defined as the maximum charge for an eight (8) hour consecutive period, (which includes pick-up/wait/return, fuel and free kms). Clock starts at pick-up location and stops at return.

**Overtime Hourly Rate:** is defined as the rate for hours exceeding an eight (8) hour consecutive period.

**Over Night Fee:** Is defined as twenty-four (24) hour call-up period (pick up/waiting/return). A minimum of sixteen (16) hours will be charged for any over night during the two days. The client, who requests the service, is responsible to pay for the room for the driver. If the client directs the driver to make his own arrangement, the driver must follow the National Joint Council Travel Directive for hotel rate. All other fees are the responsibility to the Offeror.

**Daily Free Km:** apply only when the daily rate is charged.

**Dead Head Mileage Fees:** "bus empty", will apply only for out of town trip for one-way trip.

**Cancellation Fee:** a minimum of six (6) hours notice is needed prior to tasking to avoid cancellation fee.

**Note:** The Offeror will be paid the exact fee for the kilometres (less free kilometres when daily rate apply) from point of origin to point of destination only. No additional kilometres will be considered or accepted (i.e. From Offeror's site). Rates by the hour will be calculated with decimals (i.e. every six (6) minutes is equal to 1/10 hour).