

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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).

Comments - Commentaires

CONTACT FOR FOLLOW-UP :

TEL. :

FAX :

Title - Sujet Bus transportation service	
Solicitation No. - N° de l'invitation W0106-12R270/A	Date 2012-11-23
Client Reference No. - N° de référence du client W0106-12-R270	
GETS Reference No. - N° de référence de SEAG PW-\$QCL-008-15015	
File No. - N° de dossier QCL-2-35495 (008)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-11	Time Zone Fuseau horaire Heure Normale du l'Est HNE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Roy, Claire	Buyer Id - Id de l'acheteur qcl008
Telephone No. - N° de téléphone (418) 649-2721 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 5e BATAILLON DES SERVICES DU CANADA CIE TRANSPORT EDIFICE 110 GARNISON VALCARTIER COURCELETTE Québec G0A4Z0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM DestinationPlant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Service transport par autobus	W0106	W0106	1	Chaque	\$	XXXXXXXXXXXX	See Herein	

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Solicitation No. - N° de l'invitation

W0106-12R270/A

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

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

qc1008

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Statement of Work

The Department of National Defence, Valcartier Garrison, Courcelette, Quebec, requires a deluxe coach charter service with a minimum capacity of 50 passengers per vehicle, including the driver, to drive approximately 425 members of the Canadian Forces (CF) and their luggage from two pick-up locations (St-Malo Armoury, 1020 Vincent-Massey Street, Quebec City, Quebec, and/or 2nd Field Regiment, 4185 Côte-des-Neiges, Montreal, Quebec) on January 2, 2013, to West Parade, Fort Pickett, Virginia, USA, 23824, and back on January 9, 2013, as per the schedules included in the request.

Two contracts will be awarded: one for each sector (Quebec City and Montreal).

Bidders may submit an offer for one sector only or for both.

2. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids 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 bid solicitation.

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Due to the nature of the bid solicitation, bids transmitted by E-Mail to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copie)

Section II: Financial Bid (1 hard copie)

Section III: Certifications (1 hard copie)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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, bidders 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 Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, excluding the Goods and Services tax or the Harmonized Sales Tax, FOB destination, but including Canadian customs duties and excise taxes.

1.1.1 Evaluation of price

For evaluation purposes only, the price of the bid will be established using the prices submitted at Annex B - Basis of Payment as follows:

- (a) The total of the firm prices per trip per area (column G of table at Annex B - Basis of Payment) will be weighted at 25%.
- (b) The total of the firm prices for cancellation per trip per area (column I of table at Annex B - Basis of Payment) will be weighted at 75%.
- (c) Two evaluation prices will be established. The first will be for bids for the Quebec City area, and the second will be for bids for the Montreal area. Each of the evaluations will proceed as follows:
 - (i) First evaluation: Contract for the Quebec City area
 - A) Sum of the total prices (column G of table at Annex B - Basis of Payment) in rows 1 and 3 multiplied by 25% (because there is a 25% chance that the scenario will occur)
 - B) Sum of the total prices (column I of table at Annex B - Basis of Payment) in rows 1 and 3 multiplied by 75% (because there is a 75% chance that the scenario will occur)
 - C) The result of equations A and B above are added up. That will be the evaluation price for the Quebec City area contract.

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(ii) Second evaluation: Contract for the Montreal area

A) Sum of the total prices (column G of table at Annex B - Basis of Payment) in rows 2 and 4 multiplied by 25% (because there is a 25% chance that the scenario will occur)

B) Sum of the total prices (column I of table at Annex B - Basis of Payment) in rows 2 and 4 multiplied by 75% (because there is a 75% chance that the scenario will occur)

C) The result of equations A and B above are added up. That will be the evaluation price for the Montreal area contract.

(iii) Sample financial evaluation table

In order to keep it simple, this example deals with the Quebec City area only. The prices in the table are fictional and are for illustrative purposes only.

BIDDER 1

No	Departure point	Arrival point	Departure date	Number of coaches	Firm price per trip per coach		Firm price for cancellation per trip per coach	
					Firm unit price per coach (GST not included) Total	Firm unit price per coach (GST not included) Total	Firm unit price per coach (GST not included) Total	Firm unit price per coach (GST not included) Total
A	B	C	D	E	F	G	H	I
						G = ExF		I = ExH
1	St-Malo Armoury, Quebec City	West Parade, Fort Pickett, Virginia	2January 2013	7	\$1,500	\$10,500	\$0	\$0
3	West Parade, Fort Pickett, Virginia	St-Malo Armoury, Quebec City	9January 2013	2	\$1,500	\$3,000	\$0	\$0

Bidder 1's evaluation price for the Quebec City area contract is \$3,375.00.

BIDDER 2

					Firm price per trip per coach		Firm price for cancellation per trip per coach	
No	Departure point	Arrival point	Departure date	Number of coaches	Firm unit price per coach (GST not included) Total		Firm unit price per coach (GST not included) Total	
A	B	C	D	E	F	G	H	I
						G = ExF		I = ExH
1	St-Malo Armoury, Quebec City	West Parade, Fort Pickett, Virginia	2January 2013	7	\$1,000	\$7,000	\$100	\$700
3	West Parade, Fort Pickett, Virginia	St-Malo Armoury, Quebec City	9January 2013	2	\$1,000	\$2,000	\$100	\$200

Bidder 2's evaluation price for the Quebec City area contract is \$2,925.00.

In the above example, Bidder 2 submitted a lower total evaluation amount than Bidder 1. Therefore, Bidder 2 would be recommended for award of the Quebec City area contract.

2. Basis of selection

Once the bids have been evaluated, two (2) contracts will be awarded, one for each area (Quebec City and Montreal).

For each area, a bid must meet all of the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder 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 Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder 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 a bid, the Bidder 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 Bidder, 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 bid 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 Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding 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 bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder 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 bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification**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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder 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 Bidder 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 Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ☐ is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ☐ is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the 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

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:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- 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:

name of former public servant;
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 websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the 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:

name of former public servant;
conditions of the lump sum payment incentive;
date of termination of employment;
amount of lump sum payment;
rate of pay on which lump sum payment is based;
period of lump sum payment including start date, end date and number of weeks;
number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

2.3 Canadian Content Certification

2.3.1. *SACC Manual* clause A3050T (2010/01/11) Canadian Content Definition.

2.3.2 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work

The Contractor must 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 Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

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

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is from date of Contract to January 9, 2013 inclusive.

3.2 Period of service

From January 2, 2013 to January 9, 2013 inclusive.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Claire Roy
Public Works and Government Services Canada
Acquisitions Branch
1550 D'Estimauville ave, Quebec, QC G1J 0C7
Telephone: (418) 649-2721
Facsimile: (418) 648-2209
E-mail address: claire.roy@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Technical Authority (to be completed by Canada at the time of award)

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : ____ ____ ____
Facsimile: ____ ____ ____
E-mail address: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

4.4 Contact at the Client's Department (to be completed by Canada at the time of award)

For all information related to invoicing and/or payments:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

5. Payment

5.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in "Annex B" for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and 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.

5.2 Limitation of Price

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

5.3 SACC Manual clause H1000C (2008/05/12), Single Payment**5.4 SACC Manual Clauses**

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

6. Invoicing Instructions

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

7. Certifications

- 7.1** Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.2 SACC Manual Clauses

A3060C(2008/05/12), Canadian Content Certification

A3025C(2012/11/19), Proactive Disclosure of Contracts with Former Public Servants

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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 Articles of Agreement;
- (b) the general conditions 2010C (2012/11/19), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of payment
- (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

10. Defence Contract

SACC Manual clause A9006C (2008/05/12) Defence Contract

11. SACC Manual Clauses

A9062C(2011/05/16), Canadian Forces Site Regulations

12. Insurance

SACC Manual clause G1005C(12/05/08), Insurance

ANNEX A**STATEMENT OF WORK**

Title: CHARTER TRANSPORTATION BY COACH – 35 CANADIAN BRIGADE GROUP (35 CBG) – DEPARTMENT OF NATIONAL DEFENCE (DND)

SUBJECT

1. The contractor must provide charter passenger transportation by luxury coach, minimum capacity of 50 passengers per vehicle, with drivers, for about 425 Canadian Forces (CF) members with luggage from two departure points, i.e. St-Malo Armoury, 1020 Vincent-Massey Street, Quebec City, QC, and/or 2 Field Artillery Regiment (2 FAR), 4185 Côte-des-Neiges, Montreal, QC, to West Parade, Fort Pickett, Virginia, USA, 23824, on 2 January 2013, as well as for the return trip on 9 January 2013, according to the schedules below.

SCHEDULE AND DESTINATIONS

2. Charter passenger transportation by coach is required from St-Malo Armoury, 1020 Vincent-Massey Street, Quebec City, QC, and/or 2 Field Artillery Regiment (2 FAR), 4185 Côte-des-Neiges, Montreal, QC.
3. Provide transportation for CF personnel to West Parade, Fort Pickett, Virginia, USA, 23824.

4. The type and number of vehicles required, as well as the dates and the schedule, are set out in the table below.

DATE	TIME*	VEHICLE CATEGORY	NUMBER OF VEHICLES	ORIGIN	DESTINATION
2 Jan 13	TBC	Coach	7 coaches (350 passengers max.)	St-Malo Armoury, Quebec City	Fort Pickett, Virginia
2 Jan 13	TBC	Coach	3 coaches (150 passengers max.)	Côte-des-Neiges, Montreal	Fort Pickett, Virginia
9 Jan 13	TBC	Coach	2 coaches (100 passengers max.)	Fort Pickett, Virginia	St-Malo Armoury, Quebec City
9 Jan 13	TBC	Coach	3 coaches (150 passengers max.)	Fort Pickett, Virginia	Côte-des-Neiges, Montreal

*Note: The departure times for each trip will be confirmed with the contractor no later than 21 December 2012. The departures will be early in the morning.

GENERAL AND SPECIFIC REQUIREMENTS

Contractor

- The contractor must hold all permits and have paid all fees required in the province of Quebec and the United States to transport passengers from the departure point to the specified destinations.
- The contractor must provide the technical authority, no later than two weeks after the contract is awarded, with all telephone, cellular, pager, fax and other numbers at which he/she or his/her representative can be reached at all times, twenty-four (24) hours a day, seven (7) days a week.

Vehicles

- Each vehicle provided must be in perfect working order and compliant with the most stringent requirements of the applicable standards, acts and regulations in effect in the Canadian provinces and American states that it will travel through.

8. The contractor must provide luxury coaches with drivers, including the following minimum features:

Minimum capacity of fifty (50) passengers, reclining seats, tinted windows, air conditioning, toilet, interior and underfloor luggage compartments.

Replacement vehicle

9. In the event of operating problems with a vehicle, the contractor agrees to provide a replacement vehicle as quickly as possible that, at a minimum, includes the features set out at item 8 above.

Driver

10. Each driver must hold the valid permits required to drive the type of vehicle in question.
11. The contractor must obey the applicable restrictions regarding consecutive hours of work for each driver and provide the required replacements on time.
12. Because of the length of the trip, and for the CF members' comfort and the driver's safety, there will be a mandatory stop every three (3) hours of approximately twenty (20) minutes each, as well as two (2) other breakfast/lunch/dinner stops of approximately one (1) hour each as required.

Cancellation

13. The transportation may be cancelled in whole or in part. In the event that a scheduled trip is cancelled (trip there or trip back), DND agrees to pay the contractor a certain amount (see the rates indicated at Annex B – Basis of Payment).
14. The cancellation notice, if applicable, will be issued at least 48 hours before the scheduled departure time for the trip there and 72 hours for the trip back.

Note: The contract(s) are being drawn up in the event that the military flights organized by DND are cancelled in whole or in part. The probability of part of the contract being cancelled is estimated at approximately 75%

ANNEX B**BASIS OF PAYMENT****Pricing**

1. The firm, all-inclusive prices indicated in the table below include (but are not limited to) all costs pertaining to the driver and the vehicle, including fuel, fees and permits, operating expenses, insurance and profit for the contractor.
2. Applicable taxes are not included.

No	Departure point	Arrival point	Departure date	Number of coaches	Firm price per trip		Firm price for cancellation	
					Firm unit price per coach (GST not included)	Total	Firm unit price per coach (GST not included)	Total
A	B	C	D	E	F	G	H	I
						G = ExF		I = ExH
1	St-Malo Armoury, Quebec City	West Parade, Fort Pickett, Virginia	2 January 2013	7	\$	\$	\$	\$
2	Côte-des-Neiges, Montreal	West Parade, Fort Pickett, Virginia	2 January 2013	3	\$	\$	\$	\$
3	West Parade, Fort Pickett, Virginia	St-Malo Armoury, Quebec City	9 January 2013	2	\$	\$	\$	\$
4	West Parade, Fort Pickett, Virginia	Côte-des-Neiges, Montreal	9 January 2013	3	\$	\$	\$	\$