

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> Location Autobus	
<b>Solicitation No. - N° de l'invitation</b> W0106-12R128/A	<b>Date</b> 2013-06-14
<b>Client Reference No. - N° de référence du client</b> W0106-12-R128	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCL-028-15456
<b>File No. - N° de dossier</b> QCL-2-35177 (028)	<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 2013-07-17</b>	
<b>Time Zone</b> Fuseau horaire Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> VOIR DOC.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Roy, Josée	<b>Buyer Id - Id de l'acheteur</b> qcl028
<b>Telephone No. - N° de téléphone</b> (418)649-2932 ( )	<b>FAX No. - N° de FAX</b> (418)648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE 5e BATAILLON DES SERVICES DU CANADA CIE TRANSPORT, EDIFICE 110 GARNISON VALCARTIER COURCELETTE Québec G0A4Z0 Canada	
<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**  
TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

**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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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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 | Financial Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:   |
|        | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|        | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.  |

The Annexes include the Statement of Work, the Basis of Payment and Pricing Table any other annexes.

### 2. Summary

#### (i) Objective :

Provide, upon request, a charter bus service with drivers to meet various established requirements for transporting persons on behalf of the Department of National Defence in Quebec City, QC.

#### (ii) Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from **issuing to March 31<sup>st</sup>, 2014 inclusive**.

#### Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for a period of **two additional one year period, from April 1st, 2014 to March 31st, 2015 and from April 1st, 2015 to March 31st, 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.

- (iii) A maximum of seven (7) standing offers are expected to be issued in response to this request for standing offers.

1	Departure from Valcartier Garrison	Bus category : Coach
2	Departure from Valcartier Garrison	Bus category: Semi-coach
3	Departure from Valcartier Garrison	Bus category: School
4	Departure from Quebec City	Bus category : Coach
5	Departure from Quebec City	Bus category: Semi-coach
6	Departure from Quebec City	Bus category: School
7	Quebec City International Festival of Military Bands - Departure from various hotels in Quebec City, St Foy and L'Ancienne Lorette	Bus category : Coach

To facilitate administration of the Standing Offers, any Standing Offer awarded in response to this invitation will reflect the value (\$) "NIL". This in no way limits the volume of business that the offeror can perform for the federal government.

**(iv) Other information**

- The requirement is limited to Canadian services.
- The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

**3. Debriefings**

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

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-03-21), 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: one hundred and twenty (120) days

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

### 3. Enquiries - Request for Standing Offers

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

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

### 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 Québec.

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

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

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

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

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

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

. To assist Canada in reaching its objectives, offerors should:

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

#### Section I: Financial Offer

Offerors must submit their financial offer in accordance with the **Basis of Payment in Annex B** and the **Pricing Table in Annex C**. Offerors must indicate a rate for each type of rate for each year in the standing offer (including option periods) for the category or categories in which they are submitting a bid. 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 \_\_\_\_\_

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- (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 II: 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 Financial Evaluation

The offers will be evaluated for each bus category for each departure point. **A maximum of seven (7) standing offers** are expected to be issued in response to this request for standing offers. The same bidder may obtain more than one standing offer.

1	Departure from Valcartier Garrison	Bus category : Coach
2	Departure from Valcartier Garrison	Bus category: Semi-coach
3	Departure from Valcartier Garrison	Bus category: School
4	Departure from Quebec City	Bus category: Coach
5	Departure from Quebec City	Bus category: Semi-coach
6	Departure from Quebec City	Bus category: School
7	Quebec City International Festival of Military Bands – Departure from various hotels in Quebec City, St Foy and L'Ancienne Lorette	Bus category: Coach

#### Departure points from Valcartier Garrison and Quebec City (up to six offers may be issued)

The total evaluated amount of an offer will be calculated by adding the elements below for each standing offer period, for each bus category:

- Firm rate for a return trip **X** approximate quantity
- + Firm rate for a single trip **X** approximate quantity
- + Firm unit rate per kilometre **X** approximate quantity
- + Firm hourly transportation rate **X** approximate quantity
- + Firm hourly stand-by rate **X** approximate quantity
- + Cancellation with trip **X** approximate quantity
- + Cancellation without trip **X** approximate quantity
- + Firm daily rate for additional driver **X** approximate quantity

\_\_\_\_\_  
Total per departure point for each bus category

#### Quebec City International Festival of Military Bands (1 offer will be issued)

The total evaluated amount of an offer will be calculated by adding the following elements for each standing offer period:

( (Approximate number of buses / day) **X** Approximate number of days **X** (Firm daily rate per bus (driver and km included)) )

+ ( (Approximate number of buses / day) X Approximate number of days X (Approximate number of additional km / day / bus) X (Firm daily rate per each additional km) )

+ ( (Approximate number of buses / day) X Approximate number of days X (Approximate number of overtime hours / day / bus) X Firm hourly rate of bus rental per overtime hour) )

+ ( (Approximate number of buses / day) X Approximate number of days X Number additional drivers / day / bus X Firm daily rate for an additional driver / day / bus))

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Total for the Quebec City International Festival of Military Bands

#### **Firm percentage mark-up for weekends**

The firm percentage mark-up for weekends, as indicated in Annex C – Pricing, must not exceed 10% of the average of the firm percentage mark-ups for weekends submitted by all the offerors. Offers whose firm percentage mark-up for weekends exceeds 10% will be deemed non-responsive.

#### **Firm percentage mark-up for statutory holidays**

The firm percentage mark-up for statutory holidays, as indicated in Annex C – Pricing, must not exceed 10% of the average of the firm percentage mark-ups for statutory holidays submitted by all the offerors. Offers whose firm percentage mark-up for statutory holidays exceeds 10% will be deemed non-responsive.

<b>EXAMPLE</b>	<b>Offeror 1</b>	<b>Offeror 2</b>	<b>Offeror 3</b>	<b>Average</b>
<b>Firm percentage mark-up for weekends</b>	8%	13%	27%	16% ((8 + 13 + 27 ) / 3)
<b>Firm percentage mark-up for statutory holidays</b>	8%	13%	27%	16% ((8 + 13 + 27 ) / 3)
<b>Result</b>	Responsive bid	Responsive bid	Non-responsive bid because % is greater than 26% (Average + 10% = 16% + 10%)	S/O

## **2. Basis of Selection**

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

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications 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

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

### 2. Additional Certifications Precedent to Issuance of a Standing Offer

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

#### 2.1 Federal Contractors Program - Certification

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 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.

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.

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

- ( ) 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;
- ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- ( ) 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;
- ( ) 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 – 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, offerors must provide the information required below.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

*"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.*

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Offeror a FPS in receipt of a pension?

**YES ( ) NO ( )**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

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

**YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

### **2.3 Canadian Content Certification**

This procurement is limited to Canadian goods.

The Offeror certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

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

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## **PART 6 - FINANCIAL REQUIREMENTS**

### **1. Financial Capability**

*SACC Manual* clause M9033T (2011-05-16) Financial Capability

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## 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

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

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 this article. 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 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from **issuing to March 31<sup>st</sup>, 2014 inclusive**.

### 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 a period of **two additional one year period, from April 1st, 2014 to March 31st, 2015 and from April 1st, 2015 to March 31st, 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:

Name: Josée Roy  
 Title: Supply Officer  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Address: 601-1550, avenue d'Estimauville  
 Québec (QC)  
 G1J 0C7  
 Telephone: 418-649-2932  
 Facsimile: 418-648-2209  
 E-mail address: Josee.Roy@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 Authorities will be identified in the Standing Offer*)

The Project Authority for the Standing Offer is:

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

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

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**4.3 Offeror's Representative (*the Offeror's Representative will be identified in the Standing Offer*)**

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

**4.4 Contacts at the Client's Department (*the Offeror's Representative will be identified in the Standing Offer*)**

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

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

**5. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**6. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Fleet Manager or his representative of the Transport Company of the 5th Service Battalion and Canada Valcartier Garrison.

**7. Call-up Instrument**

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

**8. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed **\$75 000.00** (Applicable Taxes included).

**9. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$500 000.00** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013-04-25), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Pricing Table;
- h) the Offeror's offer dated \_\_\_\_\_ (**will be completed at the issuance of the Standing Offer**).

## 11. Certifications

### 11.1 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.

### 11.2 SACC Manual Clauses

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

## 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 Québec.

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

### **3. Term of Contract**

#### **3.1 Period of the Contract**

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

### **4. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### **5. Payment**

#### **5.1 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 C - Pricing Table. Customs duties are included and Applicable Taxes are extra.

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

#### **5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$500 000.00 . Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being

exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **5.3 Single Payment**

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

### **5.4 SACC Manual Clauses**

SACC Manual Clauses A9117C (2007-11-30), 04 - Direct Request by Customer Department

SACC Manual Clauses A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

SACC Manual Clauses C0705C (2010-01-11), Discretionary Audit

SACC Manual Clauses C0711C (2008-05-12), Time Verification

### **5.5 Payment by Credit Card**

The following credit cards are accepted: Visa and Master Card.

### **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. SACC Manuel Clause**

SACC Manuel Clause A9006C (2012-07-16), Defence Contract

SACC Manuel Clause A9062C (2011-05-16), Canadian Forces Site Regulations

### **8. Insurance Requirements**

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

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

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

### **8.1 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - 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.

## 8.2 Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire
  - f. OPCF/SEF/QEF #6b - School Bus Endorsement
  - g. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
  - h. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required: 8 to 12 Passengers: \$5,000,000  
13 or more Passengers: \$8,000,000
  - i. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

## ANNEX A

### STATEMENT OF WORK

#### 1. Purpose of standing offer

Provide, upon request, a charter bus service with drivers to meet various established requirements for transporting persons on behalf of the Department of National Defence in Quebec City, QC.

#### 2. General

1. Provide the services, based on the departure points listed in Section 5, Required services, at the rates set out in Annex C – Pricing Table.

Call-ups will be given based on the departure points included, within Quebec City and from Valcartier Garrison.

2. Provide the number and category of vehicles required based on the needs set out for each call-up submitted by the DND technical authority.
3. At all times, every vehicle provided by the Contractor must be in perfect operating condition, clean, well maintained and in compliance with the strictest requirements of standards, acts and regulations in force in Quebec and Canada.

#### 3. Vehicle categories

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

	<b>Category 1* Luxury coach (Coach)</b>	<b>Category 5* Modified school bus (Semi-coach)</b>	<b>Category 5* Standard school bus</b>
<b>Coach/bus capacity</b>	50-passenger capacity	44-passenger capacity	44-passenger capacity
<b>Coach/bus features</b>	1- Reclining seats 2- Comfort cooling system 3- Lavatory 4- Interior and exterior baggage compartments	1- Reclining seats	N/A
<b>Additional requirement coach / bus features</b>	1- Tinted windows	1- Interior and exterior baggage compartments	N/A

\* The vehicle categories correspond to the vehicle categories on the website of the Commission des Transport du Québec.

[Http://www.ctq.gouv.qc.ca/en/home.html](http://www.ctq.gouv.qc.ca/en/home.html)

3.2 The Contractor must be authorized to provide transportation in accordance with the standards of the Commission des Transports du Québec for the departure point for which he/she is offering his/her services. The Contractor must submit documentation proving that he/she has the required licences within 24 hours of receiving a request from Canada.

#### 4. Contractor's contact information

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

#### 5. Required services

The Contractor agrees to provide, at all times, in accordance with the Basis of Payment in Annex B and the Pricing Table in Annex C, charter bus services in accordance with the departure point for which he/she offered his/her services.

- a) **Valcartier Garrison** – Departure from various buildings within a 2km<sup>2</sup> radius on Valcartier Garrison property. The destinations will be specified when the call-ups are issued.
- b) **Quebec City** – Departure from the Citadel, Naval Reserve Headquarters (HQ), and the Pierre-Bertrand Armoury. The destinations will be specified when the call-ups are issued.
- c) **Quebec City International Festival of Military Bands (QCIFMB)** – Departure from various hotels and from the departure points in paragraph b). The destinations will be within Quebec City, Sainte-Foy and Ancienne-Lorette. The QCIFMB takes place in August every year.

#### 6. Replacement vehicle

6.1 Should a provided vehicle have operational problems, the Contractor must provide as quickly as possible a replacement vehicle equivalent to or better than the vehicle initially provided, that is, of the same capacity and with the same features.

6.2 The Contractor must make provisions and necessary arrangements with the designated DND technical authority to solve the problem and provide transportation for the personnel as scheduled.

#### 7. Baggage

7.1 Under no circumstances should baggage be left unsecured inside a bus.

If the external baggage holds are full, or there are none and it is necessary to stow baggage inside the vehicle, the baggage must be stowed in the rear of the vehicle and no higher than seat height.

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7.2 Should there be a surplus amount of baggage in the rear of the vehicle, the baggage must be safely secured with appropriate netting or straps to prevent it from sliding towards the front of the vehicle.

## **8. Departure times**

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

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## ANNEX B

### BASIS OF PAYMENT

#### 1- Instructions to bidders

##### 1.1 For Valcartier Garrison and Quebec City departure points

- i. The Offeror can make an offer for a single bus category, for two bus categories or for three bus categories. The bus categories are : Coach, Semi-coach, and School bus.
- ii. The Offeror must provide a rate for each rate type for each year of the Standing Offer for the category/categories that he/she is bidding on. The total amount of goods and services tax or harmonized sales tax must be indicated separately, if applicable.
- iii. The approximate quantities are estimates only. They are provided on good faith for the financial evaluation of the bids and do not represent a commitment by Canada.

##### 1.2 For the Quebec City International Festival of Military Bands (QCIFMB)

- i. The Offeror must provide a rate for each rate type for each year of the standing offer. The total amount of goods and services tax or harmonized sales tax must be indicated separately, if applicable.
- ii. The approximate quantities are estimates only. They are provided on good faith for the financial evaluation of the bids and do not represent a commitment by Canada.

##### 1.3 For Valcartier Garrison and Quebec City departure points and for the Quebec City International Festival of Military Bands.

The submitted prices must include all driver and vehicle-related expenses, including fuel expenses, mechanical inspection, duties and licences, operating expenses and the offeror's profit, plus applicable taxes.

#### 2 Explanation of the various requested rates

##### 2.1 Rates for tables with Valcartier Garrison and Quebec City departure points

- a) **Firm rate for a return trip:** Flat, base rate for return bus transportation from the service point nearest the departure.
- b) **Firm rate for single trip:** Flat, base rate for one-way bus transportation from the service point nearest the departure.
- c) **Firm unit rate per kilometre:** Rate charged per kilometre travelled from the departure point designated by the DND technical authority to the final destination. This rate is added to the firm trip rate. For example, for a trip that is 75-km to and from the destination each way, the rate per km applies to 150 km.

- d) Firm hourly transportation rate:** Rate charged for each hour of service calculated from the departure point designated by the DND technical authority to the time the bus arrives at the final destination. This rate is added to the firm trip rate.

**Note:** Of the two rates mentioned above (firm unit rate per km and firm hourly transportation rate), the higher of the two will be retained for invoicing and payment purposes.

- e) Firm hourly stand-by rate:** Rate charged for wait time as a result of a delay caused by DND or when the service required involves waiting on site.
- f) Firm daily rate for additional driver:** This rate applies when a bus's services are required for longer than 16 hours per day. This rate will be charged for an extra driver.
- g) Cancellation with trip:** Firm lump sum payable if the trip requested is cancelled when the bus is already on its way to the departure point or has already arrived at the departure point.
- h) Cancellation without trip:** Firm lump sum payable by DND to the contractor if the trip requested is cancelled less than six hours before the scheduled departure time.

**Note:** Scheduled trips that are cancelled more than six working hours before the scheduled departure time shall not be invoiced to DND.

- i) Surcharges**

**Weekends: Surcharge that applies for Saturday and Sunday.**

**Statutory holidays: Surcharge that applies for statutory holidays, which are as follows:** New Year's Day, Christmas Day, Boxing Day, the period from Good Friday to Easter Monday, Victoria Day (in May), June 24 (St-Jean Baptiste Day), July 1 (Canada Day), Labour Day, and Thanksgiving Day.

## 2.2 Rate for the Quebec City International Festival of Military Bands (QCIFMB)

During the Quebec City International Festival of Military Bands (QCIFMB), drivers who must remain with their assigned group will be provided with lunch and dinner. Consequently, the drivers must have their meals with festival participants.

- a) Firm daily rate per bus (driver and km included):** This rate is based on an average usage of 16 hours per day per bus. The total number of hours per day must include the mechanical inspection, travel to the hotels and travel to the departure point. If more than 100 km are travelled, the firm rate for additional km will apply.

- b) Firm daily rate per additional km:** This firm rate applies when the total number of km travelled by a bus in one day exceeds 100 km. This rate applies for each additional km.
  
- c) Firm hourly rate of bus rental per overtime hour :** This rate applies when services exceed 16 hours per day. This firm hourly rate will be charged for every additional hour that the bus is used.
  
- d) Firm daily rate for an additional driver:** This firm rate applies when a bus's services are required for longer than 16 hours per day. This rate will be charged for an extra driver.

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**ANNEX C  
PRICING TABLE**

\*\*\* Excel spreadsheet file "Pricing Table" is to be inserted at this point and forms part of this document.