

This bid solicitation cancels and supersedes previous bid solicitation number W0106-12R128/ B dated 2013-12-06 with a closing of 2014-01-09 at 02:00 PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

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

PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Proactive Disclosure of Contracts with Former Public Servants
6. Identified Users
7. Call-up Instrument
8. Limitation of Call-ups

Solicitation No. - N° de l'invitation

W0106-12R128/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcl028

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

W0106-12-R128

File No. - N° du dossier

QCL-2-35177

CCC No./N° CCC - FMS No/ N° VME

9. Financial Limitation
10. Priority of Documents
11. Certifications
12. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. *SACC Manual* Clauses
8. Insurance Requirements

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment
- Annex C - Pricing Table

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 Courcellette, QC.

(ii) Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from **April 1st, 2014 to March 31st, 2015 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 **one (1) additional one year period, from April 1st, 2015 to March 31st, 2016** under the same conditions and at the rates or prices specified in the Standing Offer,

Solicitation No. - N° de l'invitation

W0106-12R128/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qc1028

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0106-12-R128

QCL-2-35177

or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

(iii) 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.

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 (2013-06-01), 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.

Solicitation No. - N° de l'invitation

W0106-12R128/C

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35177

Buyer ID - Id de l'acheteur

qc1028

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

W0106-12-R128

CCC No./N° CCC - FMS No/ N° VME

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)

(<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). The total amount of Applicable Taxes 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.

Solicitation No. - N° de l'invitation

W0106-12R128/C

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35177

Buyer ID - Id de l'acheteur

qc1028

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

W0106-12-R128

CCC No./N° CCC - FMS No/ N° VME

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

Departure point from Valcartier Garrison

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 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

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.

EXAMPLE	Offeror 1	Offeror 2	Offeror 3	Average
Firm percentage mark-up for weekends	8%	13%	27%	16% ((8 + 13 + 27) / 3)
Firm percentage	8%	13%	27%	16%

Solicitation No. - N° de l'invitation

W0106-12R128/C

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

W0106-12-R128

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35177

Buyer ID - Id de l'acheteur

qcl028

CCC No./N° CCC - FMS No/ N° VME

mark-up for statutory holidays				$((8 + 13 + 27) / 3)$
Result	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 documentation to be issued a standing offer.

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

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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 for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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: **0**

- 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

2.4 Required licence

The Offeror certifies that that it is authorized to provide transportation in accordance with the standards of the Commission des Transports du Québec for the departure point for Saint-Gabriel-de-Valcartier for category 1 (Coach).

The Offeror must submit documentation showing that it has the required licence within 48 hours of receiving a request from Canada. Failure to comply with this request will render the Offer non-responsive

Solicitation No. - N° de l'invitation

W0106-12R128/C

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

W0106-12-R128

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35177

Buyer ID - Id de l'acheteur

qc1028

CCC No./N° CCC - FMS No/ N° VME

PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability

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

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

Solicitation No. - N° de l'invitation

W0106-12R128/C

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

W0106-12-R128

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35177

Buyer ID - Id de l'acheteur

qcl028

CCC No./N° CCC - FMS No/ N° VME

The period for making call-ups and providing services against the Standing Offer is from **April 1st, 2014 to March 31st, 2015 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 **one (1) additional one year period, 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 Technical Authority (*the Technical Authority will be identified in the Standing Offer*)

The Technical Authority for the Standing Offer is:

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

Solicitation No. - N° de l'invitation

W0106-12R128/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qc1028

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

W0106-12-R128

File No. - N° du dossier

QCL-2-35177

CCC No./N° CCC - FMS No/ N° VME

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

4.3 Offeror's Representative (*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 **\$25 000.00** (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 **\$75 000.00 for the period from April 1st 2014 to March 31st 2015**(Applicable Taxes excluded) and of **\$75 000.00 for the period from April 1st 2015 to March 31st 2016**(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 (2013-06-27), 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

Solicitation No. - N° de l'invitation

W0106-12R128/C

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35177

Buyer ID - Id de l'acheteur

qc1028

CCC No./N° CCC - FMS No/ N° VME

W0106-12-R128

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.

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 (2013-06-27), 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

One of the following types of basis of payment will form part of the call-up against the Standing Offer. The price must be determined in accordance with the Pricing Table at Annex C.

- (a) Call-up against the Standing Offer subject to a Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, which will be established in accordance with the Pricing Table in Annex C. Customs duties are included and Applicable Taxes are 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.

- (b) Call-up against the Standing Offer subject to a Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Pricing Table in Annex C, to a limitation of expenditure, which will be specified in the call-up against the Standing Offer. Customs duties are included and Applicable Taxes are extra, if applicable.

Canada's liability to the Contractor under the call-up against the Standing Offer must not exceed the limitation of expenditure specified in the call-up against the Standing Offer. Customs duties are included and Applicable Taxes are extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the call-up against the Standing Offer 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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.

For Call-up against the Standing Offer subject to a Limitation of Expenditure, each invoice must be supported by :

a.a copy of time sheets to support the time claimed.

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

Solicitation No. - N° de l'invitation

W0106-12R128/C

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

W0106-12-R128

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35177

Buyer ID - Id de l'acheteur

qc1028

CCC No./N° CCC - FMS No/ N° VME

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 Courcelette, 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.
2. Provide the number 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:

	Category1* Luxury coach (Coach)
Coach/bus capacity	50-passenger capacity
Coach/bus features	1-Reclining seats 2-Comfort cooling system 3-Lavatory 4-Interior and exterior baggage compartments
Additional requirement coach / bus features	1- Tinted windows

* The vehicle categories correspond to the vehicle categories on the website of the Commission des Transports 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 48 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 following departure point :

- a) **Valcartier Garrison** – Departure from various buildings within a 2km² radius on Valcartier Garrison property. The destinations will be specified when the call-ups are issued.

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.

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.

ANNEX B

BASIS OF PAYMENT

1- Instructions to bidders

1.1 For Valcartier Garrison departure point

- i. The Offeror must provide a rate for each rate type for each year of the Standing Offer. The total amount of Applicable taxes 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.
- iii. 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

- 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 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.
- e) **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.
- f) **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.
- g) **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.

Solicitation No. - N° de l'invitation

W0106-12R128/C

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35177

Buyer ID - Id de l'acheteur

qc1028

CCC No./N° CCC - FMS No/ N° VME

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

W0106-12-R128

h) 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.

Solicitation No. - N° de l'invitation

W0106-12R128/C

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35177

Buyer ID - Id de l'acheteur

qc1028

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

W0106-12-R128

CCC No./N° CCC - FMS No/ N° VME

**ANNEX C
PRICING TABLE**

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

Annex C : Pricing Table

Departure from Valcartier Garrison Caterogy Coach		
From 1 April 2014 to 31 March 2015		
	Approx qty	Firm unit rate (by trip, km, hour, cancellation or driver)
Firm rate for a <u>return</u> trip (including mechanical inspection of vehicle) (\$/trip)	25	
Firm rate for a <u>single</u> trip (including mechanical inspection of vehicle) (\$/trip)	45	
Firm unit rate per kilometre (\$/km)	10 000	
Firm hourly stand-by rate (\$/hr)	25	
Cancellation with trip (\$/cancellation)	2	
Cancellation without trip (\$/cancellation)	2	
Firm daily rate for additional driver (\$/day/bus)	5	
Firm surcharge for weekends (in %)	S/O	
Firm surcharge for statutory holidays (in %)	S/O	

Departure from Valcartier Garrison Caterogy Coach		
Option Period 1 From 1 April 2015 to 31 March 2016		
	Approx qty	Firm unit rate (by trip, km, hour, cancellation or driver)
Firm rate for a <u>return</u> trip (including mechanical inspection of vehicle) (\$/trip)	25	
Firm rate for a <u>single</u> trip (including mechanical inspection of vehicle) (\$/trip)	45	
Firm unit rate per kilometre (\$/km)	10 000	
Firm hourly stand-by rate (\$/hr)	25	
Cancellation with trip (\$/cancellation)	2	
Cancellation without trip (\$/cancellation)	2	
Firm daily rate for additional driver (\$/day/bus)	5	
Firm surcharge for weekends (in %)	S/O	
Firm surcharge for statutory holidays (in %)	S/O	