

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Travel Procurement Services Division/Division des services d'approvisionnement en voyage

Place du Portage, Phase III, 7B3

Portage III 7B3

11, rue Laurier/11 Laurier St.

Gatineau

Québec

K1A 0S5

Title - Sujet SOA - ACTIVITY BUS WITH DRIVER	
Solicitation No. - N° de l'invitation W5942-16TN04/A	Date 2016-02-02
Client Reference No. - N° de référence du client W5942-16TN04	GETS Ref. No. - N° de réf. de SEAG PW-\$\$LP-001-68985
File No. - N° de dossier lp001.W5942-16TN04	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-18	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Do, Chan-Hung	Buyer Id - Id de l'acheteur lp001
Telephone No. - N° de téléphone (819)420-2984 ()	FAX No. - N° de FAX (819)956-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité 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.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Request for Standing Offers (RFSO) for Activity Buses with Drivers for the Department of National Defence at the National Capital Region (NCR)

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PART 1 - GENERAL INFORMATION

1.1 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 | Security, Financial and Insurance 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 any other annexes.

1.2 Summary

To provide services for Activity Buses with Drivers on an "as-required" basis, for the Department of National Defence at the National Capital Region (NCR) for the services:

- Within the NCR; or
- From NCR to:

Toronto, Borden, Trenton, Kingston, Petawawa; major cities in the provinces of Manitoba, Quebec and New Brunswick; Eastern United States and other locations as specified by directing staff.

For the Period from April 01, 2016 to March 31, 2018 inclusive, with an option to extend for an additional one (1) year period.

The Offerors must have a quantity of two (2) or more activity busses in their fleet.

"The requirement is subject to a preference for Canadian goods and/or services."

1.3 Historical data

The below data are based from the Usage Reports of the Activity Buses for the periods:

From April 01, 2013 to March 31, 2014 and from April 01, 2014 to March 31, 2015.

	April 01, 2013 to March 31, 2014	April 01, 2014 to March 31, 2015
Quantity of Call Ups	98	32
Expenditures Total (Applicable Taxes excluded)	\$ 42,983.90	\$ 14,397.32

1.4 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

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2015-07-03) 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: 60 days

Insert: 90 days

2.2 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.

2.3. Former Public Servant

Contracts awarded to 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 awarded to FPS, offerors must provide

the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

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 Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment 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.

2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5. 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 Quebec.

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

3.1. Offer Preparation Instructions

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

- Section I: Technical Offer (one hard copy)
- Section II: Financial Offer (one hard copy)
- Section III: Certifications (one 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: Technical Offer

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

Offerors must have a quantity of two (2) or more activity buses in their fleet; and are required to provide the number of vehicles including their make, model and year that would be available for services under any resulting Standing Offer:

Vehicles Proposed:

Make: _____	Make: _____	Make: _____	Make: _____
Model: _____	Model: _____	Model: _____	Model: _____
Year: _____	Year: _____	Year: _____	Year: _____

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Technical criteria that are included in Annex A - Statement of Work.

4.1.2 Financial Evaluation

4.1.2.1 SACC Manual Clause M0220T (2013-04-25), Evaluation of Price:

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

4.2.1 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 Total Evaluated Price will be recommended for issuance of a standing offer.

4.2.2 The Total Evaluated Price will be calculated as follows:

$$\begin{aligned} \text{Total Evaluated Price} = & \text{(Activity Buses-Estimated Price for Year \#1)} \\ & + \text{(Activity Buses-Estimated Price for Year \#2)} \end{aligned}$$

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-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.

PART 6 - INSURANCE REQUIREMENTS, LICENSES AND INSPECTION OF VEHICLES

6.1 Insurance Requirements

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

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

6.2 Licenses

The Offeror must provide proof of the required Licenses, issued by the different provincial regulations organizations to operate the vehicles to be used in the Call-up (Contract).

6.3 Inspection of Vehicles

The vehicles must be made available by the successful bidder, if requested by the customer department, for inspection and approval prior to issuing of the Standing Offer.

Any change to the above vehicles in conjunction with the Standing Offer must be approved by the Site Authority.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

7.2.1 There is no security requirement applicable to this Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 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 Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 01 to June 30;
- 2nd quarter: July 01 to September 30;

-
- 3rd quarter: October 01 to December 31;
 - 4th quarter: January 01 to March 31.

The data must be submitted to the Standing Offer Authority no later than twenty one (21) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from April 01, 2016 to March 31, 2018 inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one year period, from April 01, 2018 to March 31, 2019 inclusive, 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.

If Canada decides to exercise the optional year: the Consumer Price Index for Canada (CPI) in twelve (12) months to December 2017 (<http://www5.statcan.gc.ca/subject-sujet/resultresultat.action?pid=3956&id=2178&lang=eng&type=CST&pageNum=1&more=0>)

will be applied to the Prices offered for the period from April 01, 2017 to March 31, 2018 for Prices for the additional year.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Chan-Hung Do
Supply Team Leader, Travel Procurement Services
Public Services and Procurement Canada
Acquisitions Branch
Traffic Management Directorate
Place du Portage III, 7B3-13

Telephone: 819-420-2984
Facsimile: 819-956-4944
E-mail address: Chan-Hung.Do@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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

(To be filled at issuance of the SO)

7.6 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.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Department of National Defence
Transport Section
CFSU (O), Transport, Rental Section, Uplands Site
Ottawa, Ontario

7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or any other way agreed between Canada and the Offeror.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000 (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(to be filled when issuing of the SO)(Applicable Taxes included) 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.

7.11 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services;
 - d) the general conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity)
 - e) Annex A, Statement of Work;
 - f) Annex B, Basis of Payment;
 - g) Annex C, Licenses and Insurance Requirements;
 - h) Annex D, Usage Report
 - i) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.12 Certifications

7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, 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.

7.13 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 Quebec.

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.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 - Interest on Overdue Accounts, of 2010C (2015-09-03), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B- Basis of Payment. 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.

7.5.2 Method of Payment (Multiple payments)

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.5.3 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.6 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:

The original copy must be forwarded to the following address for certification and payment:

Department of National Defence
Transport Section
CFSU (O), Transport, Rental Section, Uplands Site
Ottawa, Ontario

7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX A STATEMENT OF WORK

Requirement:

1) An Activity Bus has a capacity minimum of forty-four (44) passengers. This activity bus is not a regular school bus and a step up in appearance and in seating quality from a regular school bus. The Offerors must have a quantity of two (2) or more activity busses in their fleet; and

To provide services for Activity Buses with Drivers on an "as-required" basis, for the Department of National Defence at the National Capital Region (NCR) for the services:

- Within the NCR; or
- From NCR to:

Toronto, Borden, Trenton, Kingston, Petawawa; major cities in the provinces of Manitoba, Quebec and New Brunswick; Eastern United States and other locations as specified by directing staff.

2) For the Period from April 01, 2016 to March 31, 2018, with an option to extend for one (1) additional one year period.

3) The Company must have the required Licenses, issued by the Ontario Highway Transport Board (OHTB) and "la Commission des transports du Québec" for the services mentioned above; and will be responsible for providing quality service including vehicle safety and cleanliness, and must meet Provincial Safety Standards (a Vehicle Safety Certificate must be available at all times). Drivers must meet the standards of the profession, and display professionalism at all times.

4) The Site Authority will conduct periodic checks to verify the quality of service rendered. A minimum of four (4) hours notification will be given to provide services. No cancellation fee will be accepted if cancelled within six (6) hours prior to the required time.

5) All unserviceable vehicles will be replaced within a reasonable time frame by an equivalent vehicle or better, at no extra charge to the Client. Any additional costs encountered due to vehicle breakdown, will be the responsibility of the Company.

NOTE:

▪ **The Transport Section will initiate all requests on behalf of our Clients and provide the Contractor with information on the service to be performed, the Standing Offer number, including the call-up number, so that all invoices are to be forwarded the CFSU(O) Transport - Rental Section by mail, upon completion of the service. All invoices will quote this Standing Offer number and the Purchase Order number of the incumbent initiating the service.**

▪ Failure to do so will result in delay of payment.

▪ Within the NCR and the Connaught Range area, the Contractor will be allowed to charge for the exact fee the kilometers from point of origin to point of destination only. No additional kilometers will be considered or accepted (i.e. from Contractor's site to point of origin and return). Dead head mileage fee for one way trips will not be accepted within the NCR and Connaught Range area.

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- Out of town trips will be invoiced in accordance with rates provided. "Dead Head Mileage" fees for one way trips will be accepted for out of town trips.
 - Any resultant Standing Offer will be used exclusively by Transport Section, CFSU (O) Uplands Site.

ANNEX B - BASIS OF PAYMENT

Activity Buses-Estimated Price for Year #1

The Activity Buses- Estimated Price for Year #1 will be calculated as follow:

(Activity Buses-Subtotal for Year #1) + (Activity Buses-Estimated Price for Kilometers for Year #1)

Note: The Offerors must submit a price before Taxes for each category to be considered responsive.

Year # 1: From April 01, 2016 to March 31, 2017				
Category	Description	A	Price submitted by the Offeror B	Estimated Price per category A x B
1.	Activity Bus Hourly Rate (Minimum of 4 hours will be charged)	Estimated hours for evaluation only: 550	\$_____/hour	\$_____
2.	Activity Bus Daily Rate	Estimated days for evaluation only: 10	\$_____/daily	\$_____
3.	Overnight Fee:	Estimated Overnight for evaluation only: 5	\$_____/ea.	\$_____
4.	Cost per km for Dead Head Mileage	Estimated km for evaluation only: 1000	\$_____/km	\$_____
5.	Cancellation Fee	Estimated cancellation for evaluation only : 1	\$_____/cancellation	\$_____

Estimated Price for category 1 + category 2 + category 3 + category 4 + category 5 =
Activity Buses-Subtotal for Year #1: \$_____

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Activity Buses-Estimated Price for Kilometers for Year #1

The Following formula will be used to calculate the Activity Buses-Estimated Price for Kilometers for Year #1:

(1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 10

Daily Free Kilometers offered by the Offeror	_____ kms
Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit.	\$ _____ /km

Activity Buses-Estimated Price for Year #2

The Activity Buses- Estimated Price for Year #2 will be calculated as follow:

(Activity Buses-Subtotal for Year #2) + (Activity Buses-Estimated Price for Kilometers for Year #2)

Note: The Offerors must submit a price before Taxes for each category to be considered responsive.

Year # 2: From April 01, 2017 to March 31, 2018				
Category	Description	A	Price submitted by the Offeror B	Estimated Price per category A x B
1.	Activity Bus Hourly Rate (Minimum of 4 hours will be charged)	Estimated hours for evaluation only: 550	\$_____/hour	\$_____
2.	Activity Bus Daily Rate	Estimated days for evaluation only: 10	\$_____/daily	\$_____
3.	Overnight Fee:	Estimated Overnight for evaluation only: 5	\$_____/ea.	\$_____
4.	Cost per km for Dead Head Mileage	Estimated km for evaluation only: 1000	\$_____/km	\$_____
5.	Cancellation Fee	Estimated cancellation for evaluation only : 1	\$_____/cancellation	\$_____

Estimated Price for category 1 + category 2 + category 3 + category 4 + category 5 =

Activity Buses-Subtotal for Year #2: \$_____

Activity Buses-Estimated Price for Kilometers - Year #2

The Following formula will be used to calculate the Activity Buses- Estimated Price for Kilometers for Year #2:

(1000 Kms - Daily Free Kilometers offered by the Offeror) X (Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit) X 10

Daily Free Kilometers offered by the Offeror	_____ kms
Price offered by the Offeror for Kilometers exceeding the Daily Free Kilometers limit.	\$ _____ /km

Definitions:

Hourly Rate is defined as less than eight (8) consecutive hours (which included pick-up/wait/return and fuel). Minimum of 4 hours will be charged.

Daily Rate is defined as a minimum of eight (8) hour period (pick-up/wait/return) including all fuel and free kms.

Overnight Fee is defined as twenty-four (24) hour call-up period (pick-up/wait/return). The client, who requests the service, will be responsible for payment of overnight for the driver accommodation. If the client advises the driver to make his own arrangements, he must follow the Treasury Board Guide Line for Hotel rate. All other fees are the responsibility of the contractor.

The Travel Directive may be viewed at the following website;
http://www.tbs-sct.gc.ca/travel/travel_e.html Appendix "C" applies.

Dead Head Mileage: fees for one way trips, not applicable in the National Capital Region (NCR).

Cancellation Fee: No cancellation fee applies if cancelled within six (6) hours prior to the required time.

Daily Free Kilometer: The Contractor will not be allowed to charge for kms until the daily free kms limit is exceeded. Daily Free kms limit applies to all categories of trips (hourly rate, daily rate and dead head mileage).

ANNEX C

LICENSES AND INSURANCE REQUIREMENTS

1. Licenses

- 1.1 The Offeror must provide proof of the required Licenses, issued by the Ontario Highway Transport Board (OHTB) and "la Commission des transports du Québec".

2. INSURANCE REQUIREMENTS

2.1 G2001C (2014-06-26), Commercial General Liability Insurance

1. The Offeror 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 Offeror's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Services and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Offeror.
 - 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 Offeror and/or arising out of operations that have been completed by the Offeror.
 - 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 Offerors' Protective Liability: Covers the damages that the Offeror becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Offeror resulting from the use of hired or non-owned vehicles.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Offeror for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

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

2.2 G2020C (2014-03-01), Automobile Liability Insurance

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

-
- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/SEF/QEF #6b - School Bus Endorsement
 - f. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
 - g. 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
 - h. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

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ANNEX D

Usage Report

Regional Individual Standing Offer (RISO), Req.# W5942-16TN04

The quarterly reporting periods are defined as follows:

1st quarter: April 01 to June 30;

2nd quarter: July 01 to September 30;

3rd quarter: October 01 to December 31;

4th quarter: January 01 to March 31.

PERIOD ____ OF 4

EXAMPLE OF INFO REQUIRED

DATE	INVOICE #NO.	CLIENT	TOTAL(\$) (Taxes included)

TOTAL for Activity Buses for the Period \$ _____

Send by Email to: Chan-Hung.Do@tpsgc-pwgsc.gc.ca

Or by FAX: (819) 956-4944
attn: Chan-Hung Do

Signature: _____

Date: _____