



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

Public Safety and Emergency Preparedness Canada
Contracting and Procurement Section
340 Laurier Avenue West,
1st Floor Mailroom – **MARKED URGENT**
Ottawa ON K1A 0P8
Attention: **Krystal Maloney**

**Request for Standing Offer (RFSO)
Demande d’offre à commandes (DOC)**

Offer to: Public Safety and Emergency Preparedness Canada
We hereby offer to provide to Canada, as represented by the
Minister of Public Safety and Emergency Preparedness
Canada, in accordance with the terms and conditions set out
herein or attached hereto, the goods, services, and
construction detailed herein and on any attached sheets.

Offre au: Ministère des Sécurité publique et Protection civile
Canada
Nous offrons par la présente de fournir au Canada, représenté
par le ministre des Sécurité publique et Protection civile
Canada, aux conditions énoncées ou incluses par référence
dans la présente et aux annexes ci-jointes, les biens, services
et construction énumérés ici et sur toute feuille ci-annexée.

Comments – Commentaires:

**BIDDERS WHO HAVE THEIR PROPOSALS
HANDDELIVERED TO THE MAILROOM MUST
WAIT TO HAVE THEIR PROPOSALS TIME AND
DATE STAMPED. THE ENTRANCE IS ON
GLOUCESTER AT SHIPPING DOOR, BEHIND THE
BUILDING.**

**LES SOUMISSIONNAIRES QUI LIVRENT LEURS
PROPOSITIONS EN MAINS PROPRES À LA
SALLE DU COURRIER DOIVENT ATTENDRE QUE
LEURS PROPOSITIONS SOIENT HORODATÉES.
L’ENTRÉE SE TROUVE SUR LA RUE
GLOUCESTER À LA PORTE D’EXPÉDITION,
DERRIÈRE L’IMMEUBLE**

**Instructions: See Herein
Instructions: Voir aux présentes**

Issuing Office – Bureau de distribution
Public Safety and Emergency Preparedness Canada
Contracting and Procurement Section
269 Laurier Avenue West
Ottawa ON K1A 0P8

Title – Sujet Request for Standing Offer – Bus Transportation Services	
Solicitation No. – N° de l’invitation 201703446	Date 2016-10-17
Solicitation Closes – L’invitation prend fin At – à 2:00 PM On – le 2016-11-30	Time Zone Fuseau horaire EDT
Delivery Required – Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Krystal Maloney	
Telephone No. – N° de telephone (613) 949-9921	FAX No. – N° de FAX (613) 954-1871
Destination – of Goods, Services and Construction: Destination – des biens, services et construction: Public Safety & Emergency Preparedness Canada 269 Laurier Avenue West Ottawa ON K1A 0P8	
Security – Sécurité This Request for Standing Offer does not have any security requirements.	

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l’entrepreneur	
Telephone No. – N° de telephone 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 due fournisseur/ de l’entrepreneur (taper ou écrire en caractères d’imprimerie)	
_____ Signature	_____ Date



**OFFER TO THE DEPARTMENT OF PUBLIC SAFETY CANADA
VENDOR INFORMATION AND AUTHORIZATION**

Each proposal should include a copy of this page properly completed and signed.

Vendor Name and Address

Legal Status (incorporated, registered, etc)

GST or HST Registration Number and/or Business Identification Number (Canada Revenue Agency)

Name and Title of Person authorized to sign on behalf of Vendor

Print Name: _____

Title: _____

Signature: _____ Date: _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Print Name: _____

Title: _____

Tel: _____ Fax: _____

Email: _____



PART 1 – GENERAL INFORMATION

1. INTRODUCTION

The Request for Standing Offers (RFSO) template is divided into six parts:

- (i) Part 1: General Information
Provides a general description of the requirement
- (ii) Part 2: Offeror Instructions
Provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO
- (iii) Part 3: Offer Preparation Instructions
Provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- (iv) 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, the security requirement, if applicable, and the basis of selection;
- (v) Part 5: Certifications
Includes the certifications to be provided;
- (vi) Part 6:
 - 6A: Standing Offer
Includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; and
 - 6B: Resulting Contract Clauses
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

Annex A: Statement of Work

Annex B: Basis of Payment

2. DEFINITIONS AND INTERPRETATIONS

A “**Request for Standing Offer**” (RFSO) is the solicitation document used to seek proposals or bids from suppliers. The term “**Offeror**” refers to the potential Supplier submitting a proposal or bid. The Offeror submitting a proposal may, however consist of several firms putting one proposal together as a joint venture. In the case of a joint venture, the combined experience of the firms forming the joint venture will be considered for the purposes of determining the Offeror’s compliance with the Mandatory Requirements.

Wherever the words “**proposal**” or “**bid**” appear in this document, each shall be taken to mean the same as the other.

PART 1 – GENERAL INFORMATION

The Mandatory Requirements of this RFSO are identified specifically with the words “**MANDATORY**”, “**MUST**”, “**ESSENTIAL**”, “**SHALL**”, “**WILL**”, “**IT IS REQUIRED**”, and “**REQUIRED**”. If a Mandatory Requirement is not complied with, the proposal will be considered **non-responsive** and will not receive any further consideration. In the context of this RFSO, Non-Responsive and Non-Compliant and Non-Valid shall each be taken to mean the same as the other.

3. SUMMARY OF WORK REQUIREMENT/PROJECT SUMMARY

By means of this RFSO, Public Safety Canada (PS) is seeking offers to provide on an “as and when required” basis, bus transportation services in the NCR. These services shall be organized into two streams:

- Stream A: Immediate Services in the event of the activation of the Business Continuity Plan (BCP)
- Stream B: Regular bus transportation services for Public Safety Canada

All Bidders must meet the requirements for Stream A. Bidders may choose to submit pricing for Stream B. See Annex A, Statement of Work for detailed statement of work.

The resulting Standing Offer Agreements will be in place until March 31, 2021. Public Safety Canada shall have the option of “refreshing” the standing offer agreement not more often than once per year. Bidders that qualify for the initial standing offer agreement will not be required to resubmit proposals.

4. TERMS AND CONDITIONS OF THE RESULTING STANDING OFFER

The general terms and conditions and clauses contained in Part 6 form part of this Request for Proposal document and any resulting standing offer, subject to any other express terms and conditions.

5. CONTRACTING AUTHORITY

Krystal Maloney
Senior Contracting and Procurement Officer
Public Safety Canada
269 Laurier Avenue West
Ottawa ON K1A 0P9
Tel: 613-949-9921
Fax: 613-954-1871
Email: contracting@canada.ca

The Contracting Authority is responsible for all matters of a contractual nature.

6. INSPECTION/ACCEPTANCE

All work to be performed and all deliverables to be submitted for any resulting call-ups against the resulting standing offer shall be subject to inspection by and acceptance of the Project Authority designated therein.

7. SECURITY REQUIREMENT

There is no security requirement associated with the requirement of the Standing Offer.



PART 1 – GENERAL INFORMATION

8. COMMUNICATIONS NOTIFICATION

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

9. IMPROVEMENT OF REQUIREMENT DURING THE SOLICITATION PROCESS

Should bidders consider that the specifications or Statement of Work contained in the request for standing offer could be improved technically or technologically, bidders are invited to make suggestion, in writing, to the Contracting Authority as named in this bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

10. DEBRIEFINGS

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided 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* 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 (2016-04-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements**, are incorporated by reference into and form part of the RFSO.

- 1.1 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 twenty (120) days

- 1.2 In the complete context (except Subsection 3.0)

Delete: Public Works and Government Services Canada (PWGSC)
Insert: Public Safety Canada

- 1.3 Subsection 8 of 2006 (2016-04-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is deleted in its entirety.

2. SUBMISSION OF OFFERS

Offers must be submitted only to Public Safety Canada Contracting Authority by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or email will not be accepted. Required format of offers is identified in Part 3, Offer Preparation Instructions.

3. RIGHT TO NEGOTIATE OR CANCEL

Rights of Canada

Canada reserves the right to:

- (a) Reject any or all bids received in response to the request for standing offer;
- (b) Enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) Cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the request for standing offer by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) Negotiate with the sole responsive Bidder to ensure best value to Canada.



PART 2 – OFFEROR INSTRUCTIONS

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 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.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

A **request for a time extension** to the bid closing date will be considered provided it is received in writing by the PS Contracting Authority at least five (5) working days before the closing date shown on page 1 of this RFSO document. The request, if granted, will be communicated by Buy and Sell at least three (3) working days before the closing, showing the revised closing date. The request, if rejected, will be directed to the originator at least three (3) working days before the closing date by the PS Contracting Authority.

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 Ontario.

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



PART 3 – OFFER PREPARATION INSTRUCTIONS

1. OFFER PREPARATION INSTRUCTIONS

Bids will not be accepted by fax or email.

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

- Section I: Technical Offer
4 hard copies AND 1 soft copy on CD, DVD or USB Flash Drive. Any CD, DVD or USB Flash Drive submitted will not be returned.
- Section II: Financial Offer
1 hard copies)
- Section III: Certifications
1 hard copies

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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.

If there is an inconsistency in information found between the electronic copy of the bid and the hard copy of the bid, the information found in the hard copy shall take precedence

Proposals must be addressed as follows and must be received on or before the closing time and date listed on Page 1 of this solicitation document. **Please ensure that all envelopes/boxes, etc. are marked URGENT.**

Krystal Maloney
Senior Contracting and Procurement Officer
Public Safety Canada
340 Laurier Avenue West, 1st Floor Mailroom
Ottawa, Ontario, K1A 0P9

Tel: 613-949-9921
Email: ps.contractunit-unitedecontrats.sp@canada.ca

BIDDERS MUST WAIT TO HAVE THEIR PROPOSALS TIME STAMPED IF THEY ARE HAND DELIVERING TO THE MAILROOM.

2. SECTION I: TECHNICAL OFFER

In their technical offer, offerors should explain and demonstrate how they propose to meet the solicitation requirements. . **Failure to provide a technical proposal with the submission will result in non-compliance and the Bidder's submission will not be evaluated.**



PART 3 – OFFER PREPARATION INSTRUCTIONS

3. SECTION II: FINANCIAL OFFER

Offerors must submit their financial offer in accordance with the Appendix 1 to Part 4. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Failure to provide a financial proposal with the submission will result in non-compliance and the Bidder's submission will not be evaluated.

ALL INFORMATION RELATED IN ANY WAY TO PRICE IS TO APPEAR ONLY IN THE FINANCIAL PROPOSAL

3.1. Pricing Basis:

The Bidder is required to submit its Financial Proposal in accordance with the following Pricing Basis:

- a) Firm all inclusive rate(s) for the Work described in the Statement of Work, for the standing offer period as specified in Appendix 1 to Part 4– Financial Proposal Presentation Sheet. The information should be presented in the format contained therein.
- b) The firm all rates must include all regular maintenance and stand-by fees associated with the Work, and all other costs required to perform the Work.
- c) Bidder will be required to provide evidence that each rate quoted to Public Safety has been previously invoiced to a client. Should a Bidder fail to provide this evidence, Public Safety will reserve the right to contact the Bidder after bid closing for this evidence. Failure by the Bidder to respond to Public Safety's request within the time parameter indicated will result in disqualification. Should the Bidder be unable to provide evidence, Public Safety Canada reserves the right at their discretion to request the Bidder sign price certification.
- d) For Canadian-based Bidders, prices must be in Canadian funds with Canadian customs duty and excise taxes as applicable included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable, excluded;
- e) For foreign-based Bidders, prices must be in Canadian funds and exclude Canadian customs duty, excise taxes and GST or HST, as applicable. Canadian customs duty and excise taxes payable by the consignee will be added, for evaluation purposes only, to the prices submitted by foreign-bases Bidders;
- f) The total estimated amount of GST or HST is to be shown separately, as applicable.
- g) NOTE: Travel Time: Within the NCR, Public Safety will accept charges 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 mileage¹ fee for one way trips will not be accepted within the NCR. Outside the NCR, 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.
- h) **No advance payments will be considered.**

¹ Dead Head Mileage is when a transportation vehicle operates without carrying or accepting passengers.



PART 3 – OFFER PREPARATION INSTRUCTIONS

4. SECTION III: CERTIFICATIONS

Offerors must submit the certifications required under Part 5 and attachment 1 to 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

The evaluation team reserves the right, but is not obliged, to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RSO;
- b) Where applicable, contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours' notice, to verify and validate any information or data submitted by the Bidder.

1.1. Technical Evaluation

Offerors are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFSO, will not be considered "demonstrated" for the purposes of this evaluation. **The Offeror should provide complete details as to where, when, month and year, and how, through which activities / responsibilities, the stated qualifications / experience were obtained where requested.** Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

When completing the resource grids the specific information which demonstrates the requested criteria should be in the grid. The reference to the page and project number should also be provided so that the evaluator can verify this information. It is not acceptable that the grids contain all the project information from the résumé, only the specific answer should be provided.

Offerors are advised that the month(s) of experience listed for a project in which the timeframe overlaps that of another referenced project will only be counted once per resource. For example: Project #1 timeframe is July 2001 to December 2001; Project #2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

Offerors are also advised that the experience is as of the closing date of the Request for Standing Offer. For example, if a given requirement states "The proposed resource must have a minimum of three (3) years' experience, within the last six (6) years, working with Java", then the six (6) years are accounted for as of the closing date of the RFSO.

1.1.1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

The Bidder must provide sufficient detail to clearly demonstrate how they meet each mandatory requirement below. Bidders are advised that only listing experience without providing any supporting data and information to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the RFP, will not be considered "demonstrated" for the purpose of this evaluation.

No.	Mandatory Technical Criterion	Cross Reference to Proposal
MT1	<p>The Bidder must have valid operating license as issued by the Ontario Highway Transport Board (OHTB) and "la Commission des transports du Québec".</p> <p>Bidder must confirm Yes or no and provide a paper copy of each license.</p>	<p>YES _____ Bidder signature*</p>
MT2	<p>The Bidder confirms that they can provide coach transportation for up to 1,000 passengers for a given requirement meeting the following specifications.</p> <ul style="list-style-type: none"> ○ Be handicap accessible upon request ○ Accommodate a minimum of 50 people and cargo for personal luggage ○ Be equipped with a toilet ○ Be equipped and can transport people for a minimum of six continuous hours 	<p>YES _____ Bidder signature*</p> <p>Explain:</p>
MT3	<p>The Bidder confirms that they can be available for initial transportation of passengers within four (4) hours</p>	<p>YES _____ Bidder signature*</p> <p>Explain:</p>



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

No.	Mandatory Technical Criterion	Cross Reference to Proposal
MT4	The Bidder confirms that it maintains its fleet to meet all Provincial Safety Standards and includes Vehicle Safety Certificates in transportation for viewing at all times.	YES _____ Bidder signature*
MT5	The Bidder confirms they have read and understand the requirements of the Statement of Work.	YES _____ Bidder signature*

The Bidder must confirm and meet all the mandatory requirements to be considered for this solicitation. Failure to sign and confirm the technical criterion will result in disqualification. **Public Safety Canada reserves the right to validate the technical criterion.**

For MT2 and MT3. The Bidder must provide a short explanation to demonstrate how the Bidder satisfies these criterion.

The Bidder signature* must be a signature from an individual authorized to sign upon behalf of the Bidder.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

2. BASIS OF SELECTION

2.1. **Mandatory**

To be declared responsive, an offer must:

- a) Comply with all the requirements of the Request for Standing Offer (RFSO) and;
- b) Meet all the mandatory evaluation criteria

Offers not meeting a) and b) will be declared non-responsive. Offerors meeting all the above criteria and the requirements of the solicitation will be recommended for award of a standing offer agreement.

3. FINANCIAL BIDS

Financial proposals will be reviewed and validated, however will not be ranked amongst Bidders. At the discretion of Canada, Bidders will be required to provide evidence that they have charged the rates quoted to previous clients within the past three (3) years.

Bidders must provide pricing for services required in Stream A and may at their discretion providing additional pricing and rates for other services offered by the Bidder in line with Stream B. Public Safety may reject pricing for services that are felt not to be within the scope of the Standing Offer agreement Stream B.

**APPENDIX 1 to PART 4
 FINANCIAL PRESENTATION SHEET**

Offerors are required to submit their Financial Proposal in accordance with the Pricing Basis specified in Part 3

1. FEES – STREAM A

Fees are for coach transportation (Be handicap accessible upon request, Accommodate a minimum of 50 people and cargo for personal luggage, Be equipped with a toilet) services as identified in the Statement of Work Annex A.

Description	Bidder's Proposed Firm* all inclusive per rate
1 Kilometric Rate (per KM)	\$
2 Dead-Head mileage fees (per KM)	\$

*The firm all rates must include all regular maintenance and stand-by fees associated with the Work, and all other costs required to perform the Work.

2. FEES – STREAM B

2.1 Bidder may provide pricing for all other bus transportation services with description of the services.



PART 5 – CERTIFICATIONS

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. Unless specified otherwise, 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.

1. CERTIFICATIONS REQUIRED WITH BID

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

1.1 Certification 1 – Acceptances of Terms and Conditions

I, the undersigned, as the Bidder and/or an authorized representative of the Bidder, hereby certify that by signing the proposal submitted in response to **RFP 201703446** that I agree to be bound by the instructions, clauses and conditions in their entirety as they appear in this RFP. No modifications or other terms and conditions included in our Proposal will be applicable to the resulting contract notwithstanding the fact that our proposal may become part of the resulting contract

Name (block letters): _____

Title: _____

Signature: _____ Date: _____

Telephone number: () _____ Fax number: () _____

1.2 Certification 2 – Integrity Provisions – Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, to be given further consideration in the procurement process.



PART 5 – CERTIFICATIONS

2. CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER

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.

2.1 **Certification 1 – Employment Equity, Federal Contractors' Program**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://publiservice.gc.ca/services/fcp-pcf/index_f.htm) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Signature

Date

2.2 **Certification 2 – Conflict of Interest**

Canada may have engaged the assistance of private sector contractors in the preparation of this solicitation. Responses to this solicitation from any such contractor or with respect to which any such Bidder or any of its subcontractors, employees, agents or representatives are in any manner directly involved will be deemed to be in conflict of interest (real or perceived) and will not be considered. The Bidder represents and certifies that it has not received, nor requested, any information or advice from any such contractor or from any other company or individual in any way involved in the preparation of this solicitation or in the definition of the technical requirement. The Bidder further warrants and certifies that there is no conflict of interest as stated above.

Signature

Date

2.3 **Certification 3 – Former Public Servant**

Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.



PART 5 – CERTIFICATIONS

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made up 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 Public Service.

"Pension" means a pension payable pursuant to the *Public Service Superannuation Act, R.S., 1985, c. P-36* as indexed pursuant to the *Supplementary Retirement Benefits Act, R.S., 1985, c. S-24*.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above?

YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

YES () NO ()

If so, the Bidder must provide the following information:

- a) name of former public servant;
- b) conditions of the lump sum payment incentive;
- c) date of termination of employment;
- d) amount of lump sum payment;
- e) rate of pay on which lump sum payment is based;
- f) period of lump sum payment including start date, end date and number of weeks; and
- 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 fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.



PART 5 – CERTIFICATIONS

STATEMENT:

I, the undersigned, as a director of the Bidder, hereby certify that the information provided on this form and in the attached proposal are accurate to the best of my knowledge.

Name (block letters): _____

Title: _____

Signature: _____

Telephone number: () _____

Fax number: () _____

Date: _____

The above-named individual will serve as intermediary with Public Safety Canada

PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

PART 6A: STANDING OFFER

1. OFFER

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

2. SECURITY REQUIREMENT

This document is UNCLASSIFIED, however;

- 2.1. The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;
- 2.2. Contract personnel requiring casual access to the installation site do not require a security clearance but may be required to be escorted at all times.

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 issued by Public Works and Government Services Canada. However any reference to Public Works and Government Services Canada or its Minister contained in these terms and conditions shall be interpreted as reference to Public Safety Canada or its Minister.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3.1. General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

4. 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. The Offeror must be prepared to provide information on the records on the provision of Work as identified in the Statement of Work as requested by the Contracting Authority. The Contracting Authority agrees that it will provide the Offeror with a minimum of ten (10) business days to prepare information.

5. TERM OF STANDING OFFER

5.1. Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of standing offer award to **March 31, 2021**.



PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

5.2. Standing Offer –Refresh

Public Safety Canada may choose at its discretion, and not more frequently than once per year, post on Buy and Sell a refresh to add new vendors to the list of qualified vendors under the standing offer agreement. Qualified vendors will not be required to resubmit proposals for a refresh.

Public Safety Canada shall allow qualified Offerors to submit updated pricing schedules annually, following a request to do so by Public Safety Canada. This may include additional pricing for various services within the scope of the Standing Offer agreement offered by the Offeror. Canada may, at its discretion, require the Offer or to validate pricing prior to it being accepted by Public Safety Canada. Further Public Safety may reject pricing for services that are felt not to be within the scope of the Standing Offer agreement.

6. AUTHORITIES

6.1. Standing Offer Authority

The Standing Offer Authority is:

Krystal Maloney
Senior Contracting and Procurement Officer
Public Safety Canada
Program Services
269 Laurier, Ave. West
Ottawa ON K1A 0P8

Telephone: 613-949-9921

Facsimile: 613-954-1871

E-mail address: contracting@ps-sp.gc.ca or krystal.maloney@canada.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.

6.2. Project Authority

The Project Authority for the Standing Offer is:

To be inserted upon contract award

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

6.3. Offeror's Representative

The Offeror has identified the following individual(s) as its representative for administrative matters relating to the Standing Offer and resulting call-ups.

To be inserted upon contract award



PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

7. IDENTIFIED USERS

The Offeror acknowledges that multiple Standing Offers have been issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the selection methodology described below.

8. CALL-UP PROCEDURES

Public Safety Canada will award Standing Offers for offerors that meet the solicitation requirements.

8.1. **When Stream A has been identified (Activation of BCP)**

- 8.1.1. Right of first refusal basis: The call-up procedures require that when a requirement is identified, the identified user will randomly select the first Offeror to contact. If the Offeror is able to meet the requirement, a call-up is made against its standing offer. If that Offeror is unable to meet the requirement, the identified user will randomly select and contact another Offeror. The identified user will continue and proceed as above until the entire requirement can be satisfied
- 8.1.2. Should no Offeror be able to satisfy the entire requirement, the identified user shall restart by contacting the first randomly selected Offeror contacted to see if part of the requirement can be met. Should the Offeror be able to fulfill part of the requirement, a call up shall be issued for part of the requirement. The identified user will then continue to contact the next Offerors until the entire requirement can be met.
- 8.1.3. In other words, call-ups are made based on the "right of first refusal" basis. When the 1st invited Offeror is unable to fulfill the need, the identified user is required to document its file appropriately. All Offerors will have equal opportunity in the random selection of the Offerors to contact.

8.2. **When Stream B has been identified. (Regular Transportation requirements for Public Safety Canada)**

For requirements estimated to be below 5K

- 8.2.1 The identified user may contact any qualified supplier for a quotation. Should the Offeror be able to fulfill the requirement, a call up shall be issued.

For requirements between 5K and 25K

- 8.2.2 The Standing Offer Authority will randomly select three Offerors from the list of Offerors. This shall exclude Offerors that have not provided pricing for the services required by the Identified User. Should three or fewer Offerors be qualified to issue pricing for the required services, each Offeror will be contacted for a quotation. The lowest overall price for the required services shall be issued a call up.

For requirements exceeding 25K

- 8.2.3 The Standing Offeror Authority will issue a request for Quote for required services to each qualified Offeror. The lowest overall price for the required services shall be issued a call up.

9. 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



PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

10. LIMITATION OF CALL-UPS

10.1 Stream A requirements (BCP): Individual call-ups against the Standing Offer must not exceed **\$2,000,000.00*** (Goods and Services Tax or Harmonized Sales Tax included).

10.2 Stream B requirements (Public Safety Ground transportation): individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Goods and Services Tax or Harmonized Sales Tax included)

Offerors should note that this is **not representative of an anticipated cost for services*

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 supplemental general conditions 4007 (2010-08-16) Canada to own Intellectual Property
- d) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers -Goods or Services
- e) the general conditions 2035 (2016-04-04), General Conditions – Higher Complexity - Professional Services
- f) Annex A: Statement of Work
- g) Annex B: Basis of Payment
- h) the Offeror's offer _____ (*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 _____.* (*insert date(s) of clarification(s) or amendment(s) if applicable*).

12. CERTIFICATIONS

12.1. **Compliance**

Compliance with the certifications 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 or 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.

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 _____. (*Insert the name of the province or territory as specified by the offeror in its offer, if applicable*).



PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

14. PERFORMANCE MEASUREMENT

14.1. Maintenance of Required Specifications

As per Article 3.6 of Annex A :Statement of Work, Public Safety Canada shall, not more than twice per year, contact the Offeror to validate that the Offeror can provide services according to Article 3.3 of the Statement of Work. New requirements will not be imposed upon Offerors.

14.2. Suspension of Work and Standing Offer Termination

A standing offer holder may be placed on three month stop-work suspension should the Contractor be found to no longer meet the requirements of the specifications (Article 3.3 of the Statement of Work). They may be placed on suspension for three months or until the Contractor demonstrates they meet the requirements. Failure to meet the requirements within three month suspension may result in termination of the standing offer agreement.

PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

PART 6B: 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

2035 (2016-04-04), General Conditions – Higher Complexity - Professional Services) 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. PAYMENT

4.1. Basis of Payment

For Firm Rates Call-up: The Contractor will be paid firm rates for work performed in accordance with the call-up. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

4.2. For Call-up Subject to Limitation of Expenditure

The Contractor will be paid for Work performed pursuant to each approved call-up, on accordance with the Basis of Payment; Annex B. Canada's total liability to the Contractor under the Call-up must not exceed the Total Price specified in the Call-up.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Project Authority prior to their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Project Authority. The Contractor must notify the Project Authority, in writing, as to the adequacy of this sum:

1. when it is 75 percent committed, or
2. four (4) months prior to the call-up delivery date, or
3. as soon Contractor considers the funds provided in the call-up are inadequate for the completion of the Work,

whichever comes first.

PART 6 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

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

4.3. Method of Payment

4.3.1. Single Payment

Canada will pay the Contractor for work performed covered by the invoice 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 performed has been accepted by Canada.

5. INVOICING INSTRUCTION

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:

- 1) a copy of time sheets to support the time claimed;
- 2) a copy of the release document and any other documents as specified in the Contract;
- 3) Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. SACC MANUAL CLAUSES

The following clauses set out in the SACC Manual will form part of the Contract:

Number	Date	Description
C0705C	2008/05/12	Discretionary Audit
C2000C	2007/11/30	Taxes - Foreign Based Contractors
A9117C	2007/11/30	T1204 - Direct Request
C0711C	2008/05/12	Time Verification
A9068C	2007/05/25	Site Regulations

7. SUITABILITY OF SERVICES

All services rendered may be reviewed within a reasonable time from commencement of the call-up on the basis of quality and adherence to the provisions of this Standing Offer. Resources assigned must be capable of performing the call-up at a level of competence deemed acceptable by Public Safety Canada.



ANNEX A – STATEMENT OF WORK

1. TITLE

Ground Transportation Services for Public Safety Canada

2. OBJECTIVE

Public Safety Canada seeks services for Ground Transportation services in two Streams.

2.1 **Stream A**

To ensure the safe transportation of passengers from Ottawa, Ontario, Canada to an alternate domestic location, in the instance of the activation of the Business Continuity Plan (BCP).

2.2 **Stream B**

General bus related ground transportation requirements as and when required.

3. STREAM A REQUIREMENTS – Activation of BCP

3.1 **Background**

As per the Emergency Management Act, the Minister of PS is responsible for “exercising leadership related to emergency management in Canada by coordinating, among government institutions and in cooperation with the provinces and other entities, emergency management activities”.

This includes providing advice to government institutions respecting the preparation, maintenance, testing and implementation of business continuity plans, as well as the coordination of transportation for evacuees as required.

Recognizing the Government of Canada's potential reliance on private sector service providers, which may also be experiencing personal or business states of emergency, advance arrangements for transportation from Ottawa to an alternate site need to be established.

3.2 **Scope**

To provide services of Coaches/Highway Cruisers with drivers on an "as and when required" basis, for the Department of Public Safety Canada at the National Capital Region (NCR) for services within the NCR; or from the NCR to major cities within a 6 hour drive in the provinces of Quebec and Ontario.

3.2.1 Location. Due to the unforeseen nature of any possible event, the location(s) of where to deploy will not be known until the activation of the agreement. The location to where the buses and drivers should be deployed from will be made available at the time of the request and could include as many as four locations within the National Capital Region (NCR).

3.2.2 Timing & Number of Passengers. It is planned that buses will depart from designated embarkation areas in 3-4 hour intervals until all of the identified evacuees have been evacuated. A standard seated coach capacity is usually 55 seats and some buses may depart the NCR below capacity.

ANNEX A – STATEMENT OF WORK

- 3.2.3 Destination. Due to the sensitive nature surrounding the requirement, the destination will remain classified until activation. In the event of activation, directions and/or the destination will be provided by PS. The bus transportation provider/operator will not be provided the location of the alternate site until all evacuees have boarded the bus. Once the driver reaches the destination he/she may be required to return for subsequent trips to fulfill the need. Depending on the nature of the agreement, several return trips may be required over the course of the activation of the agreement.

3.3 Tasks/Technical Specifications

The Contractor must provide transportation services according to the following specifications, as and when required.

- 3.3.1 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.
- 3.3.2 be available for up to 1,000 passengers.
- 3.3.3 be handicap accessible upon request.
- 3.3.4 be available within 4 hours of request.
- 3.3.5 accommodate a minimum of 50 people and cargo for personal luggage.
- 3.3.6 be equipped and prepared to drive a minimum of six continuous hours.
- 3.3.7 be equipped with toilet.

3.4 Constraints

Security - A mitigating physical security check of each bus will be conducted prior to use and security may be provided while en route.

3.5 Client support

The request for the provision of transit services will be communicated from PS to the service provider.

The Technical Authority will act as the primary points of contact for communicating the request for provision of services and destination points.

In the event the Technical Authority is not available, the succession of the next point of contact will be as follows:

- aPublic Safety Emergency Operations Centre (EOC) representative
- the Project Authority

Bidders must assume that in the event that a call up is issued for service request under the Standing Offer that no government equipment (e.g., vehicles) or resources (e.g., certified drivers) other than those identified in the Standing Offer (e.g., points of contact) will be available to assist with transportation operations.

ANNEX A – STATEMENT OF WORK

3.6 Maintenance of Required Specifications

Public Safety Canada activity to confirm state of readiness should occur twice-annually. Public Safety Canada will validate that the Contractor is able to provide the service requirements of the statement of work according to the Scope of Work and established Specifications. Should the Contractor be found to no longer meet the requirements of the specifications they may be placed on suspension for three months or until the Contractor demonstrates they meet the requirements. Failure to meet the requirements within three month suspension may result in termination of the standing offer agreement.

Public Safety Canada requires the vendor advise PS Project authority promptly after any change in command of the signing authority to ensure awareness and continued state of readiness.

Records of such contact, meetings or conversations will be maintained to confirm the state of readiness or note any improvements required to the state of readiness.

3.7 Considerations

Maintenance or stand by fees related to ensuring fleet are prepared and at the ready will not be accepted by Public Safety Canada

Within the NCR, Public Safety will accept charges 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 mileage² fee for one way trips will not be accepted within the NCR.

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.

4. STREAM B REQUIREMENTS – General Bus related Ground Transportation Requirements for all Public Safety Canada (NCR)

4.1 Scope

All other bus related services shall be covered under Stream B – General Bus related Ground Transportation Requirements. These are various requirements to satisfy needs of Public Safety Canada as and when required for service requirements within the NCR. Not to travel to locations further than 6 hours away.

Note. Public Safety Canada has bus requirements approximately 2-3 times a year for various events. Please note that in no way should this be considered a commitment by Public Safety Canada.

4.2 Tasks/Technical Specifications

The Contractor must:

- 4.2.1 have the required licenses, issued by the Ontario Highway Transport Board (OHTB) and "la Commission des transports du Québec" for the bus related services offered; 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.

² Dead Head Mileage is when a transportation vehicle operates without carrying or accepting passengers.



ANNEX B – BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

To be inserted upon contract award

Canadian Customs Duty and GST/HST extra.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, where applicable.

Definition of a Day/Proration: A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked ("Days_worked", in the formula below) which is less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$Days_worked = \frac{Hours_Worked}{7.5_hours_per_day}$$

TRAVEL AND LIVING EXPENSES

Travel and Living Expenses

Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract or Task Authorization.

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the negotiated meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". All payments are subject to Government Audit.

All travel must have the prior authorization of the Project Authority.

All travel within the National Capital Region will be at the Contractor's expense.

GOOD AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.