



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7^{ème} étage

Montréal
Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest

7^{ème} étage
Montréal

Québec

H5A 1L6

Title - Sujet OCIR Location Autobus & Chauffeur	
Solicitation No. - N° de l'invitation W0106-15R141/A	Date 2017-04-11
Client Reference No. - N° de référence du client W0106-15-R141	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-739-14316
File No. - N° de dossier MTA-6-39058 (739)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-04-28	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Carpentier, Patricia	Buyer Id - Id de l'acheteur mta739
Telephone No. - N° de téléphone (514)496-3505 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE 5e Battalion Services Canada, Édifice 110 Base Soutien Valcartier COURCELETTE Québec G0A4Z0 Canada	
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

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mta739
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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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, 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, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

Description

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

Period of the standing offer

The period of the standing offer is from date of issue for a period of one year with the possibility of two optional one year periods.

Trade agreements

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

Canadian content

The requirement is limited to Canadian goods and/or services.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

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](#) (04-04-2016) 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 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than three (3) 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.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed at Annex B, Basis of Payment. The offerors must submit a rate for each type of rate for each year of the standing offer (including the optional periods) for the categorie(s) for which they are bidding on. The total amount of Applicable Taxes must be shown separately

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section II: Certifications Offerors must submit the certifications and additional information 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 Financial Evaluation

The offers evaluation will be done for each bus category for each departure. A maximum of eight (8) standing offers may be issue following this request for standing offer (one per departure point, per category). The same bidder may obtain more than one standing offer.

1	Departure from Valcartier Garrison	Vehicle class : Coach
2	Departure from Valcartier Garrison	Vehicle class : Semi-coach
3	Departure from Valcartier Garrison	Vehicle class : School bus
4	Departure from Valcartier Garrison	Vehicle class : Mini-bus
5	Departure from Quebec City	Vehicle class : Coach
6	Departure from Quebec City	Vehicle class : Semi-coach
7	Departure from Quebec City	Vehicle class : School bus
8	Departure from Quebec City	Vehicle class : Mini-bus

Departure from Valcartier Garrison and Quebec (up to a maximum of 8 standing offers may be issued, one per departure point, per category)

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

- (Firm rate for a return trip **X** approximate quantity)
- + (Firm rate for a single trip **X** approximate quantity)
- + (Firm unit rate per kilometre **X** approximate quantity)
- + (Firm hourly stand-by rate **X** approximate quantity)

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- + (Cancellation with trip **X** approximate quantity)
- + (Cancellation without trip **X** approximate quantity)
- + (Firm daily rate for additional driver **X** approximate quantity)

Total per departure for each vehicle class

Firm percentage mark-up for weekends

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

Firm percentage mark-up for statutory holidays

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

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer. Up to a maximum of eight (8) standing offers may be issued.

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. 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.

5.1 Certifications Required with the Offer

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

5.1.1 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) (<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.

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 – Required Documentation

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

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" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

5.2.3 Former Public Servant - Competitive - Offer

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.

5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.4.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.

5.2.1.4.1.1 SACC Manual clause [A3050T](#) (27-11-2014) Canadian Content Definition

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

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

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

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

The quarterly reporting periods are defined as follows:

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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue for a period of one year.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional one year periods, from _____ to _____ and from _____ to _____ **(the dates will be confirmed at issue of the standing offer)** 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Patricia Carpentier
Procurement specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 514-496-3505
Facsimile: 514-496-3822
E-mail address: patricia.carpentier@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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

(will be identified at issue of 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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

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mta739
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6.5.3 Offeror's Representative

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

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

6.6 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.

6.7 Identified Users

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

6.8 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.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 25,000 (Applicable Taxes included).

6.10 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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.

6.11 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](#) (04-04-2016), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (04-04-2016), General Conditions – Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Pricing Table;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____ .

6.12 Certifications and Additional Information

6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

6.12.3 SACC Manual Clauses

SACC Manual Clauses [M3060C](#) (12-05-2008), Canadian content certification

6.13 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 _____.

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.

6.1 Statement of Work

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010C](#) (04-04-2016), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (04-04-2016) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

The Work is to be performed according to the call up against the standing offer.

6.4 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.

6.5 Payment

6.5.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

6.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ 25 000. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.5.3 Single Payment

SACC *Manual* clause [H1000C](#) (12-05-2008) Single Payment

6.5.4 SACC Manual Clauses

[A9117C](#) (30-11-2007), T1204 - Direct Request by Customer Department
[A2000C](#) (16-06-2006), Foreign Nationals (Canadian Contractor)
[C0705C](#) (11-01-2010), Discretionary Audit
[C0711C](#) (12-05-2008), Time Verification

6.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

6.6 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;

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2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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

1. PURPOSE OF STANDING OFFER

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

2. GENERAL

2.1. Provide the services in accordance with the departure points listed in section 5, Required Services, at the rates set out in Annex C, Price Table.

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

2.2. Provide the number and category of vehicles required based on the needs set out for each call-up submitted by the DND technical authority.

2.3. At all times, every vehicle provided by the contractor shall be in perfect operating condition, clean, well maintained and in compliance with the strictest requirements of the standards, acts and regulations in force in Quebec and Canada.

3. VEHICLE CLASS

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

	Category A Luxury coach (Coach)	Category B Modified school bus (Semi-coach)	Category C Standard school bus	Category D Standard mini-bus
Coach/bus capacity	minimum 50-passenger capacity	minimum 44-passenger capacity	minimum 44-passenger capacity	minimum 21-passenger capacity
Coach/bus features	1- Reclining seats 2- Tinted glass/windows 3- Air Conditioner 4- Toilet 5- Interior and exterior baggage compartments	1- Reclining seats 2- Interior and exterior baggage compartments	N/A	N/A

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

4. CONTRACTOR INFORMATION

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

5. REQUIRED SERVICES

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

5.1. **Base Valcartier** – Departure from various sites at Support Base Valcartier. The destinations will be specified when the call-ups are issued.

5.2. **Quebec City** – Departure from locations all over Quebec City, including the Citadel, Naval Reserve Headquarters (HQ) and the Pierre-Bertrand Armoury. The destinations will be specified when the call-ups are issued.

6. REPLACEMENT VEHICLES

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

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

7. BAGGAGE

7.1. Under no circumstances should baggage be left unsecured inside a bus. If the external baggage holds are full and baggage must be stowed inside the vehicle, the baggage must be placed in the rear of the vehicle and no higher than seat height.

7.2. If there is surplus baggage in the rear of the bus, the baggage shall be safely secured with appropriate netting or straps to prevent it from sliding toward the front of the vehicle.

8. DEPARTURE TIMINGS

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

ANNEX "B"

BASIS OF PAYMENT

1. Instructions to Bidders

1.1 For all departure points

- a) The offeror can make an offer for a single bus category, for two bus categories, for three bus categories or for all four bus categories. The bus categories are A: Coach, B: Semi-coach, C: School bus, and D: Mini-bus.
- b) The offeror must provide a rate for each rate type for each year of the standing offer for the category/categories that he/she is bidding on. The total amount of Quebec Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- c) The approximate quantities are estimates only. They are provided on good faith for the financial evaluation of the bids. They do not represent a commitment by Canada.

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

2. Definition of rates

2.1. Rates for tables for all departure points

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

- a) **Firm rate for return transportation:** Fixed, firm, base rate for return bus transportation.
- b) **Firm rate for one-way trip:** Fixed, firm, base rate for one-way bus transportation.
- c) **Rate per km:** Firm unit rate charged per kilometre travelled from the service point nearest the departure point designated by the DND technical authority to the final destination. This rate is added to the fixed trip rate. For example, for a trip of 75 km outbound and 75 km inbound, the per-kilometre rate applies to 150 km.
- d) **Hourly transportation rate:** Firm hourly rate charged for each hour of service calculated from the time the bus leaves the service point nearest the departure point designated by the DND technical authority to the time the bus arrives at the final destination. This rate is added to the fixed trip rate.

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

- e) **Hourly rate for waiting:** Firm hourly rate charged for wait time as a result of a delay caused by DND or when the service required involves waiting on site.
- f) **Driver's firm overnight rate:** Firm overnight rate, including all costs, if the bus does not return the same day.
- g) **Firm daily rate for extra driver:** This rate applies when a bus's services are required for longer than 16 hours per day. This firm daily rate will be charged for an extra driver.
- h) **Cancellation with travel in progress:** Firm lump sum payable if the trip requested is cancelled when the bus is already on its way to the departure point or has already arrived at the departure point.
- i) **Cancellation prior to travel:** Firm lump sum payable by DND to the contractor if the trip requested is cancelled less than six hours before the scheduled departure time.

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

- j) **Surcharges**

Weekends: Surcharge applies for Saturday and Sunday.

Statutory holidays: Surcharge applies for statutory holidays.

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

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ANNEX "C"

PRICING TABLE

(See attached document)

ANNEX "D"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

-
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. 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 Contractor'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 Contractor'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.

Automobile Liability Insurance

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

2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - h. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire
 - i. OPCF/SEF/QEF #6b - School Bus Endorsement
 - j. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
 - k. 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
 - l. 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 "E" to PART 3 OF THE REQUEST FOR STANDING OFFERS
ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);

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ANNEX "F"

LIST OF SUPPLIERS

(See attached document)