



<b>Closing Date</b>	21/12/2017
<b>Time</b>	02:00 pm
<b>REFERENCE NO.: G7-1000000776</b>	
G7- Transportation Services	

**REQUEST FOR STANDING OFFERS**

<b>Title of Project</b> <b>G7 – TRANSPORTATION SERVICES</b>		
<b>Reference number: G7-1000000776</b> <b><u>CLOSING DATE: 02:00 PM on 21-12-2017 Time Zone: (EST)</u></b>		
<b>Return Bids to:</b>  <b>By Email:</b> <a href="mailto:Patrick.lemieux2@international.gc.ca">Patrick.lemieux2@international.gc.ca</a>  <b>By Hand or Messenger Service:</b> Patrick Lemieux-SMO Global Affairs Canada 125 Sussex Drive Ottawa, ON K1A 0G2 BID # G7-1000000776 <b><u>Attention: Bid Receiving Unit – SGD</u></b>	<b>By Mail:</b> Patrick Lemieux-SMO Global Affairs Canada 125 Sussex Drive Ottawa, ON K1A 0G2 BID # G7-1000000776 <b><u>Attention: Bid Receiving Unit – SGD</u></b>	
From : Monday – Friday Hours : 8:00 am -12:00 pm / 1:00 pm – 4:00 pm		
<b>Contracting Authority’s Address and Issuing Office</b> Global Affairs Canada Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario K1A 0G2		
<b>Contracting Authority</b> Patrick Lemieux	<b>Telephone No.</b> 343-203-3970	<b>E-mail :</b> <a href="mailto:Patrick.lemieux2@international.gc.ca">Patrick.lemieux2@international.gc.ca</a>

WE HEREBY OFFER TO SELL TO HER MAJESTY THE QUEEN IN RIGHT OF CANADA, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT HEREIN, REFERRED TO HEREIN OR ATTACHED HERETO, THE GOODS, SERVICES, AND CONSTRUCTION LISTED HEREIN AND ON ANY ATTACHED SHEETS AT THE PRICE(S) SET OUT THEREFOR.

<b>Bidder’s Name</b>	
<b>Bidder’s Complete Address</b>	
<b>NAME &amp; TITLE OF THE PERSON AUTHORIZED TO SIGN ON BEHALF OF BIDDER (PLEASE PRINT)</b>	
<b>Signature</b>	<b>Date</b>



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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 Bidder Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Bidders 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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Bidder and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### 1.2 Summary

The Government of Canada will host the G7 Summit in La Malbaie (Charlevoix) from June 7 to June 8, 2018. The Summits will generate extensive requirements for Government Officials, Global Affairs Canada (GAC) and Summit Management Office (SMO) staff leading up to the Summit.

This document relates to the procurement of Transportation services between:

- 1) Jean-Lesage airport: 505 Principale street, Québec, QC G2G 0J4
- 2) Manoir Richelieu : 181 Richelieu rd, La Malbaie, QC G5A 1X7

The transportation services may also be required to and from any of the following destinations:

- 1) Jean-Lesage airport: 505 Principale street, Québec, QC G2G 0J4
- 2) Train station : 450 de la Gare du Palais street, Québec, QC G1K 3X2
- 3) D'Estimauville office: 1550 d'Estimauville ave, Québec, QC G1J5E9



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4) Manoir Richelieu : 181 Richelieu street, La Malbaie, QC G5A 1X7

The Requirement is for the following categories of vehicles:

- a. Shuttle Buses: 24-28 passengers.
- b. Vans: 10-14 passengers.
- c. Sedan vehicles: 2-4 passengers.
- d. Coach bus: 52 passengers and more.

GAC is looking to establish a list of suppliers on Standing Offers to award call-ups on an as needed basis.

GAC estimates the number of monthly transportation requests to be between three (3) and ten (10) until February and between ten (10) and fifteen (15) hereafter.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.4 Debriefings

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



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## PART 2 - BIDDER 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.

Bidders 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](#) (2017-04-27) 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: 120 days

### 2.2 Submission of Offers

Offers must be submitted to the Global Affairs Bid Receiving Unit or by email, 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 will not be accepted.

### 2.3 Former Public Servant

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



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- 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 Bidder a FPS in receipt of a pension?

**YES** ( )                      **NO** ( )

If so, the Bidder 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**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;



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- 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.

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.

#### 2.4 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.

Bidders should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Bidders 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 Bidders do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders 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 Bidders.





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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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

- Section I: Technical Offer ( 4 hard copies)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (4 hard copies)
- Section IV: Additional Information ( 4 hard copies)

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

Canada requests that Bidders 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, Bidders 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.

**Bidders may alternatively provide their bids by email to [Patrick.lemieux2@international.gc.ca](mailto:Patrick.lemieux2@international.gc.ca) as long as the different sections are separate files.**

#### Section I: Technical Offer

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

#### Section II: Financial Offer

Bidders must submit their financial offer in accordance with "Annex B, Basis of Payment".

#### 3.1.1 Electronic Payment of Invoices - Offer



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

If Annex "D" 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.

### 3.1.2 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**Section III: Certifications** Bidders must submit the certifications and additional information required under Part 5.

**3.1.3** The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.



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**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

- a) Bids received will be evaluated against the requirements of the bid solicitation, including the mandatory technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement. Each mandatory technical criterion must be addressed separately. Any bid which fails to meet the mandatory technical criteria will be declared non-responsive.

Mandatory Criteria	Reference to Proposal page number
<p><b>M1 – Vehicle Specifications</b></p> <p><b>**The Bidder must provide a short explanation for each point to demonstrate how the Bidder satisfies these criterions.</b></p> <ul style="list-style-type: none"> <li>a) The Bidder must demonstrate that all vehicles are equipped with a sufficiently stocked first aid kit and a functioning fire extinguisher during the entire period of the Standing Offer.</li> <li>b) The Bidder must demonstrate that all vehicles have functioning heating and air conditioning systems in order to provide comfortable temperatures for passengers</li> <li>c) The Bidder must demonstrate that he has the capability to offer replacement vehicles which can be dispatched within thirty (30) minutes of the call being placed, in case of malfunction or other situations.</li> <li>d) Vehicles must have valid safety certificates, registrations and insurance required to operate in Quebec, in accordance with the applicable law(s), during the entire period of the Standing Offer. <b>*Proof of certificates will be required prior to awarding the Standing Offer.</b></li> </ul>	



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Mandatory Criteria	Reference to Proposal page number
<p>e) The Bidder must provide a list of vehicles in their inventory. The list must include, Category of vehicle, make of vehicle, model of vehicle, and age of vehicle for each vehicle of the following categories:</p> <ul style="list-style-type: none"> <li>1) Shuttle Buses: 24-28 passenger – no more than 10 years old.</li> <li>2) Vans: 10-14 passengers – no more than 7 years old.</li> <li>3) Sedan vehicles: 2-4 passengers – no more than 5 years old.</li> <li>4) Coach bus: 52 passengers and more – no more than 10 years old.</li> </ul>	
<p><b>M2 - Driver Requirements</b></p> <ul style="list-style-type: none"> <li>a) The Bidder must provide a list of drivers, each with a minimum of three (3) years' experience driving commercial vehicles.</li> <li>b) The Bidder must provide a list of drivers who have passed a criminal records check and at any time during the entire period of the Standing Offer, must not have been convicted or found guilty within the preceding five (5) years of any offence under the Criminal Code of Canada <b>*Photos of both sides of each driver's license will be required prior to awarding the Standing Offer.</b></li> <li>c) The Bidder must demonstrate that all drivers have a radio, hands-free communication system, or similar device while operating the vehicle to ensure a safe and efficient service</li> </ul>	
<p><b>M3 – Operating Requirements</b> <b>The Bidder must meet the following requirements:</b></p> <ul style="list-style-type: none"> <li>a) The Bidder must be licensed to transport passengers between all locations in Quebec, as applicable, as per the scope of Requirement detailed herein and in accordance with the applicable law(s), during the entire period of the Standing Offer. <b>*Proof of certificates will be required prior to awarding the Standing Offer.</b></li> <li>b) The Bidder must provide proof of liability insurance as per Annex "F" <b>*Proof of certificates will be required prior to awarding the Standing Offer.</b></li> </ul>	
<p><b>M4 – Requirement for the transportation coordinator</b></p> <ul style="list-style-type: none"> <li>a) The Bidder must clearly demonstrate that the Transportation Coordinator who will be assigned to this project has at least two years of experience in coordinating transportation service for similar events.</li> </ul>	



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#### 4.1.2 Financial Evaluation

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

The Financial score will be based on the rates for each type of vehicle for transportation “A” and transportation “B” as per the following table;

Transportation	From	To	KMs	Fixed, one way Transportation Rate per vehicle type (applicable taxes excluded)
<b>A</b>	Jean-Lesage Airport: 505 Principale street, Québec, QC G2G 0J4	Manoir Richelieu : 181 Richelieu rd, La Malbaie, QC G5A 1X7	152 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :
<b>B</b>	Manoir Richelieu : 181 Richelieu rd, La Malbaie, QC G5A 1X7	Jean-Lesage Airport: 505 Principale street, Québec, QC G2G 0J4	153 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :

All other rates, which **must be completed in Annex “B”**, will be fixed for the entire duration of the Standing Offer, but will not be evaluated in order to obtain financial ranking.

Bidders will be ranked in accordance to their financial proposals. Each category of vehicle will have its own ranking. The highest ranking Bidder will be the lowest priced Bidder.

The Bidder must take into consideration his operational costs, as well as the costs for his driver’s travel time, meals and accommodations (Canada will not be responsible for these costs and they should be factored in to the financial proposal below).

#### 4.2 Basis of Selection

##### 4.2.1 Mandatory Technical Criteria Only (2007-05-25) M0031T

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory criteria to be declared responsive. The responsive offers meeting all mandatory criteria will be recommended for issuance of standing offers.



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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders 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 Bidder 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 Bidder'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

Bidders 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 Integrity Provisions of the Standard Instructions, all Bidders must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Additional Certifications Required with the Offer

Proof of licensing to pick-up, drop-off and transport passengers between all locations in Quebec, as applicable, as per the scope of requirement detailed herein and in accordance to the applicable law(s), during the entire period of the Standing Offer.

### 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 Bidder 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



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### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 Status of Availability of Resources – Offer

The Bidder certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its offer, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.



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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:

Reliability status required

Security requirement for Canadian supplier:

DFAIT SRCL

a) The Contractor/Bidder and its personnel requiring access to Protected information / assets must, at all times during the performance of the Contract/Standing Offer, hold a valid **Reliability Status** issued by Foreign Affairs Trade and Development Canada (DFATD) or by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

b) The Contractor/Bidder is **NOT** approved for document safeguarding.

c) Processing of PROTECTED information on automatic/electronic data processing equipment at the Contractor's/Bidder's site is **NOT** permitted under this contract/standing offer.

d) Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of the Personnel Security Section (JSCP) DFATD or of CIISD/PWGSC.

e) Contractor/Bidder must comply with the provisions of the:

(e.1) Security Requirements Check List, attached at Annex "C";

(e.2) Industrial Security Manual (Latest Edition).

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 6.2 Insurance Requirements

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

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





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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Bidder offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### 7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

Reliability status required

Security requirement for Canadian supplier:

DFAIT SRCL

a) The Contractor/Bidder and its personnel requiring access to Protected information / assets must, at all times during the performance of the Contract/Standing Offer, hold a valid **Reliability Status** issued by Foreign Affairs Trade and Development Canada (DFATD) or by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).

b) The Contractor/Bidder is **NOT** approved for document safeguarding.

c) Processing of PROTECTED information on automatic/electronic data processing equipment at the Contractor's/Bidder's site is **NOT** permitted under this contract/standing offer.

d) Subcontracts, which contain security requirements, are **NOT** to be awarded without the prior written permission of the Personnel Security Section (JSCP) DFATD or of CIISD/PWGSC.

e) Contractor/Bidder must comply with the provisions of the:

(e.1) Security Requirements Check List, attached at Annex "C";

(e.2) Industrial Security Manual (Latest Edition).

#### 7.3 Standard Clauses and Conditions

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

##### 7.3.1 General Conditions

[2005 2007-05-25](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.



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#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from date of Standing Offer award to June 30, 2018 inclusive.

##### **7.4.2 Delivery Points**

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

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Patrick Lemieux  
 Title: Procurement and Contracting Specialist  
 Global Affairs Canada, Summits Management Office  
 Address: 125 Sussex Drive  
 Ottawa, ON  
 K1A 0G2

Telephone: 343-203-3970  
 E-mail address: [Patrick.lemieux2@international.gc.ca](mailto:Patrick.lemieux2@international.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

##### **7.5.2 Project Authority**

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

##### **7.5.3 Bidder's Representative**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_

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

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

#### **7.6 Proactive Disclosure of Contracts with Former Public Servants**

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



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comply with Treasury Board policies and directives on contracts awarded to FPS, Bidders 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 Bidder 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 Bidder a FPS in receipt of a pension?

YES ( ) NO ( )

If so, the Bidder 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, Bidders agree that the successful Bidder'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](#).



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### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

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;
- 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.

### 7.7 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are:

Employees at Global Affairs – Summit Management Office.

### 7.8 Call-up Procedures

Bidders will be ranked in accordance to their financial proposals. Each category of vehicle will have its own ranking. The highest ranking Bidder will be the lowest priced Bidder.

Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked Bidder to determine if the requirement can be satisfied by that Bidder. If the highest-ranked Bidder is able to meet the requirement, a call-up is made against its standing offer. If that Bidder is unable to meet the requirement, the identified user will contact the next ranked Bidder. The identified user will continue and proceed as above until one Bidder indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked Bidder is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

### 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a duly completed 942 Call-up against Standing Offer form.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.



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## 7.10 Limitation of Call-ups

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

## 7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 2017-06-21, General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Security Requirements Check List;
- g) Annex D, Electronic Payment Instruments
- h) Annex E, Federal contractors program for employment equity - certification
- i) Annex F, Insurance Requirements;
- j) the Bidder's offer dated \_\_\_\_\_ (*insert date of offer*)

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Bidder 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 Bidder 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.

## 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.



## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Requirement

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

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

#### 7.2.2 Supplemental General Conditions

##### 7.2.2.1 4009 01 (2012-07-16) Conduct of the Work

1. The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
2. The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of Canada, is incompetent, unsuitable or has conducted himself/herself improperly.

##### 7.2.2.2 4009 02 (2013-06-27) Subcontracts

1. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.



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2. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor.
3. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

### 7.2.2.3 4009 03 (2012-07-16) Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

## 7.3 Term of Contract

### 7.3.1 Period of the Contract

The period of the Contract is from date of Contract to June 30, 2018 inclusive

## 7.4 Proactive Disclosure of Contracts with Former Public Servants

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

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, Bidders 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 Bidder 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;



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- 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 Bidder a FPS in receipt of a pension?

YES ( ) NO ( )

If so, the Bidder 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, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

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;





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- 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.

## 7.5 Payment

### 7.5.1 Basis of Payment

Prices, rates or both, as per Annex "B" will apply for the entire period of the Standing Offer.

### 7.5.2 Limitation of Price

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

### 7.5.3 Multiple Payments

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

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

### 7.5.4 Electronic Payment of Invoices – Call-up

*To reflect Annex "D" once completed*

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);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.6 Invoicing Instructions

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.



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Each invoice must be supported by a copy of the signed Call-up document and any other documents as specified in the Contract;

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.

### **7.7 Insurance Requirements**

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



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## ANNEX "A"

### STATEMENT OF *REQUIREMENT*

**Ground services in preparation for the G7 meetings to be held in la Malbaie, Québec June 8 and 9<sup>th</sup>, 2018.**

#### 1. Introduction

The Government of Canada will host the G7 Summit in La Malbaie (Charlevoix) from June 7 to June 8, 2018. The Summits will generate extensive requirements for Government Officials and Summit Management Office (SMO) staff leading up to the Summit's event between Québec City and La Malbaie.

#### 2. Objective

The objective of this requirement is to request Standing Offers of ground suppliers to provide services from Québec City and La Malbaie. The Contractor shall perform the following services and all related equipment and personnel until June 30, 2018.

#### 3. Background

Canada will chair the G7 Summit for 2018. The Summit will be held in La Malbaie, Quebec Canada. Global Affairs employees will be required to travel between La Malbaie and Quebec City in preparation for the Summit. Global Affairs recognizes the need to contract with suppliers for multiple reasons such as, road safety conditions, employee safety concerns, cost savings, and to promote local economy. The exact number of transportations is unknown at this time, which is why the Standing Offer approach was taken into consideration as the best contractual agreement type. Global Affairs will be issuing call-up's against the Standing Offer as the requirements are better known.

#### 4. Requirements

Global Affairs Canada (GAC) requires services from contractors who can ensure ground transportation utilizing the following different types of passenger vehicles;

- 24 to 28 passenger minibuses, up to 10 years of age
- 10 to 14 passenger vans, up to 7 years of age
- 2-4 passenger sedan vehicles, up to 5 years of age
- 52 or more passenger coach buses, up to 10 years of age

The suppliers will be responsible to transport Senior Government Officials and Summit Management Office staff and their luggage from various points in Québec City to La Malbaie as described in the Basis of Payment.

##### 4.1 Vehicle Specifications

**The Bidder must provide vehicles and any replacement vehicles that meet the following requirements, at a minimum:**

- a) All vehicles must be equipped with a sufficiently stocked first aid kit and a functioning fire extinguisher during the entire period of the standing offer, and meet all required standards related to passenger safety



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- b) All vehicles must have functioning heating and air conditioning systems in order to provide comfortable temperatures for passengers
- c) Vehicles must be in good working order, adhering to any and all provincial and federal standards, and must have all required safety equipment properly installed and operating correctly
- d) If a vehicle becomes unserviceable, the Bidder must provide a replacement vehicle of equal standard or better, which must be dispatched within thirty (30) minutes of the call being placed to the Bidder. All efforts must be made to ensure the comfort of passengers while waiting for a replacement vehicle. Passengers must not be made to wait outside for the replacement vehicle unless there is no other safe option.
- e) Vehicles must be cleaned on a regular basis, no less than daily, to ensure an acceptable level of cleanliness
- f) Vehicles must have valid safety certificates, registrations and insurance required to operate in Quebec, in accordance with the applicable law(s), during the entire period of the Contract.
- g) Vehicles must be no older than the specified ages per category;
  - 1) Shuttle Buses: 24-28 passenger – 10 years old.
  - 2) Vans: 10-14 passengers – 7 years old.
  - 3) Sedan vehicles: 2-4 passengers – 5 years old.
  - 4) Coach Buses: 52 or more passengers – 10 years old.

#### 4.2 Driver Requirements

**The Bidder must provide one (1) driver per vehicle and as required, back-up drivers. The Bidder must ensure that all drivers and back-up drivers meet the following requirements/perform the following tasks:**

- a) Drivers must have at minimum, three (3) years' experience driving commercial vehicles.
- b) Drivers must meet the standards of the profession, be courteous and professional at all times, and provide quality service
- c) Drivers must have passed a criminal records check and at any time during the entire period of the Contract, must not have been convicted or found guilty within the preceding five (5) years of any offence under the Criminal Code of Canada
- d) The Bidder must ensure that drivers abide by the provincial requirements for maximum consecutive driving hours.
- e) Back-up drivers must be available in case of illness, vacation, to drive a replacement vehicle to a required location, or other reasons as necessary for the entire period of the Contract.
- f) Drivers must possess a good driving record, a valid driver's license to operate the class of vehicle they are operating during the entire period of the Contract, and must abide by all traffic Acts and operate the vehicle safely.
- g) Drivers must wear clothes and other apparel that are clean and suitable for a business environment.



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- h) Drivers must each have a radio, hands-free communication system, or similar device while operating the vehicle to ensure a safe and efficient service

#### 4.3 Operating Requirements

##### The Bidder must meet the following requirements:

- a) The Bidder must be licensed to transport passengers between all locations in Quebec, as applicable, as per the scope of Requirement detailed herein and in accordance with the applicable law(s), during the entire period of the Standing Offer. The Bidder will be required to provide proof of licensing.
- b) A vehicle safety certificate must be available at all times
- c) The Bidder must have liability insurance as per Annex "F"

#### Service Delivery Standards

The Bidder must ensure that all resources deployed in the provision of services under the Standing Offer are properly trained and qualified to fulfill their responsibilities, and that all Bidder resources work in a professional manner, courteous manner. The Bidder must promptly communicate any complaints received from passengers about any Bidder resources to GAC, and carrying out any related actions determined by GAC (e.g. reassignment or removal of resource), in conjunction with Bidder resources. The Bidder shall provide and maintain quality assurance to ensure accessibility, timeliness and professionalism of services; responsiveness of staff/resources; and adherence to professional standards.

#### 5 Obligations

##### GAC Obligations

GAC will be responsible to provide the Bidder with a minimum of 24 hours' notice to schedule a transportation.

GAC will be liable to the to pay the Bidder the following amounts in case of transportation cancellations;

- Should cancellation occur within 12 hours of the scheduled transportation; GAC will be liable to pay 100% of the scheduled transportation fee.
- Should cancellation occur between 12 and 24 hours of the scheduled transportation; GAC will be liable to pay 50% of the scheduled transportation fee.
- Should cancellation occur between 24 and 48 hours of the scheduled transportation; GAC will be liable to pay 25% of the scheduled transportation fee.
- Should cancellation occur 48 hours or more of the scheduled transportation; GAC will be liable to pay 0% of the scheduled transportation fee.

##### Bidder's Obligations

The Bidder will be responsible to advise GAC within 48 hours before a scheduled transportation if the Bidder is unable to provide the transportation services. The Bidder will make every possible effort to make arrangements for replacement of vehicles or human resources in order to avoid such cancellations.

#### 6 Service frequency estimate

GAC estimates the number of monthly transportation requests to be between three (3) and ten (10) until



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February and between ten (10) and fifteen (15) hereafter.

## 7 Authorities

### 7.1 Contracting Authority:

Name: Patrick Lemieux

Title: Procurement and Contracting Specialist

Global Affairs Canada, Summits Management Office

Directorate: DSMF

Address: Global Affairs Canada

125 Sussex Drive

Ottawa, ON

K1A 0G2

Telephone: 343-203-3970

E-mail address: [Patrick.lemieux2@international.gc.ca](mailto:Patrick.lemieux2@international.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.2 Project Authority

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

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

### 7.3 Bidder's Project Manager

The Bidder must ensure that a Project Manager is available twenty-four (24) hours a day, seven (7) days a week, to answer CAG communications (via e-mail and telephone) and to manage the coordination of Bidder services throughout the course of the Requirement. After call-up, the GAC Project Authority or designate will maintain communication with the Bidder Project Manager to ensure that daily arrival schedules for the related travel routes are made known in order to coordinate the Bidder's schedule. CAG will endeavor to communicate arrival times and anticipated volumes of passengers at time of Call-up or at least twenty-four (24) hours ahead of the anticipated travel times. Delays or changes to arrivals times that will occur will be communicated by GAC to the Bidder's Project Manager as promptly as possible. In addition, the Bidder Project Manager must give daily updates to the GAC Project Authority, or designate, as to the status of service delivery, ensuring that any concerns to be addressed are promptly communicated for discussion, such as the need for changes in vehicles due to mechanical or other issues, changes to drivers due to illness or other issues, or other concerns. The Bidder must ensure that the Project Authority, or designate, is promptly informed of any vehicle breakdown, accident or delay, and advised of service interruption and any resulting schedule changes. The Bidder must also promptly inform the Project Authority of any problems encountered with individuals using the services, such as insufficient accessible seating space, overcapacity of persons or luggage, or other concerns.



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**ANNEX "B"**

**BASIS OF PAYMENT**

**Vehicle Types:**

- 1) Shuttle Buses: 24-28 passengers
- 2) Vans: 10-14 passengers
- 3) Sedan vehicles: 2-4 passengers
- 4) Coach buses: 52 or more passengers

<b>Transportation #</b>	<b>From</b>	<b>To</b>	<b>KMs</b>	<b>Fixed, one way Transportation Rate per vehicle type (applicable taxes excluded)</b>
<b>A</b>	Jean-Lesage Airport: 505 Principale street, Québec, QC G2G 0J4	Manoir Richelieu : 181 Richelieu rd, La Malbaie, QC G5A 1X7	152 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :
<b>B</b>	Manoir Richelieu : 181 Richelieu rd, La Malbaie, QC G5A 1X7	Jean-Lesage Airport: 505 Principale street, Québec, QC G2G 0J4	153 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :

<b>Transportation #</b>	<b>From</b>	<b>To</b>	<b>KMs</b>	<b>Fixed, one way Transportation Rate per vehicle type (applicable taxes excluded)</b>
<b>C</b>	Jean-Lesage Airport: 505 Principale street, Québec, QC G2G 0J4	D'Estimauville Office : 1550 D'Estimauville ave, Québec, QC G1J 5E9	20.4 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :



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<b>D</b>	D'Estimauville Office : 1550 D'Estimauville ave, Québec, QC G1J 5E9	Jean-Lesage Airport: 505 Principale street, Québec, QC G2G 0J4	18.4 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :
<b>E</b>	D'Estimauville Office : 1550 D'Estimauville ave, Québec, QC G1J 5E9	Manoir Richelieu : 181 Richelieu rd, La Malbaie, QC G5A 1X7	134 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :
<b>F</b>	Manoir Richelieu : 181 Richelieu rd, La Malbaie, QC G5A 1X7	D'Estimauville Office : 1550 D'Estimauville ave, Québec, QC G1J 5E9	135 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :
<b>G</b>	Train Station : 450 de la Gare du Palais road, Québec, QC G1K 3X2	Manoir Richelieu : 181 Richelieu rd, La Malbaie, QC G5A 1X7	136 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :
<b>H</b>	Manoir Richelieu : 181 Richelieu rd, La Malbaie, QC G5A 1X7	Train Station : 450 de la Gare du Palais road, Québec, QC G1K 3X2	138 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :
<b>I</b>	Train Station : 450 de la Gare du Palais road, Québec, QC G1K 3X2	D'Estimauville Office : 1550 D'Estimauville ave, Québec, QC G1J 5E9	3.9 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :





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<b>J</b>	D'Estimauville Office : 1550 D'Estimauville ave, Québec, QC G1J 5E9	Train Station : 450 de la Gare du Palais road, Québec, QC G1K 3X2	3.7 km	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :
<b>K</b>	Price per KM for alternate routes		TBD	Shuttle Bus Rate :
				Van Rate :
				Sedan Rate :
				Coach Rate :



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**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

	Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat
			DSMA Ground Transportation Services 2017-18
			Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**

**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Global Affairs Canada Summit Management Office	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Chauffeur car service is required to drive SMO employees from Québec to La Malbaie area		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:  No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :  No / Non  Yes / Oui

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : SMO will be doing the screening

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION				
13. Organization Project Authority / Chargé de projet de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Natalia Larocque		Director		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
343-203-5215		natalia.larocque@international.gc.ca	2017-11-23	
14. Organization Security Authority / Responsable de la sécurité de l'organisme				
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Eric Couves		Contract Security Coordinator		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
343-203-3069		eric.couves@international.gc.ca	2017-11-22	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?				
			<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
			<input type="checkbox"/> Non	<input type="checkbox"/> Oui
16. Procurement Officer / Agent d'approvisionnement				
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Patrick Lemieux		Contracting Officer		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	
343-203-3970		patrick.lemieux@international.gc.ca	2017-11-22	
17. Contracting Security Authority / Autorité contractante en matière de sécurité				
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	



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**ANNEX "D"**

**to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.1, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



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**ANNEX “E “**

**to PART 5 OF THE REQUEST FOR STANDING OFFERS**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the Standing Offer period. Canada will have the right to ask for additional information to verify the Bidder’s certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Standing Offer.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



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## ANNEX "F"

### INSURANCE REQUIREMENTS

#### F.1 G2001C (2014-06-26), Commercial General Liability Insurance

1. The Bidder must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Standing Offer, 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 Bidder's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Services and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Bidder.
- 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 Bidder and/or arising out of operations that have been completed by the Bidder.
- 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 Bidders' Protective Liability: Covers the damages that the Bidder becomes legally obligated to pay arising out of the operations of a subcontractor.





Closing Date	21/12/2017
Time	02:00 pm
REFERENCE NO.:	G7-1000000776
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- m. Non-Owned Automobile Liability - Coverage for suits against the Bidder resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Bidder for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:  
Director Business Law Directorate, Quebec Regional Office (Ottawa),  
Department of Justice, 284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

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 Bidder'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 Bidder'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.

## **F.2 G2020C (2014-03-01), Automobile Liability Insurance**

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

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 endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
- f. 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
- g. Liability for Physical Damage to Non-owned Automobiles: Quebec: QEF #27