



**RETURN BID TO/ RETOURNER LES SOUMISSIONS À :**

Canada Border Services Agency (CBSA)  
 Bid Receiving Unit (BRU)  
 333 North River Road, Tower A  
 Mailroom, Main floor  
 Ottawa, Ontario K1A 0L8  
 343-291-6384

The BRU is open from Monday to Friday inclusively, between the hours of 07:30 to 15:30, excluding Statutory Holidays. We invite Bidders to send an email to confirm their bid submission at [CBSA-ASFC\\_Solicitations-Demandes\\_de\\_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca).

Agence des services frontaliers du Canada (ASFC)  
 Module de réception des soumissions (MRS)  
 333 Chemin North River, Tour A  
 Salle du courrier, Rez-de-chaussée  
 Ottawa, Ontario K1A 0L8  
 343-291-6384

La Réception des soumissions est ouverte du lundi au vendredi inclusivement, entre les heures de 7h30 à 15h30, à l'exclusion des jours fériés. Nous invitons les soumissionnaires à envoyer un courriel pour confirmer le dépôt de leur soumission à [CBSA-ASFC\\_Solicitations-Demandes\\_de\\_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca).

**Request for Standing Offer  
 Demande d'offres à commandes**

**Proposal to: Canada Border Services Agency (CBSA)**  
 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.

**Proposition à : l'Agence des services frontaliers du Canada (ASFC)**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments – Commentaires :**

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT –  
 LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN  
 MATIÈRE DE SÉCURITÉ**

Issuing Office - Bureau de distribution

CBSA / ASFC  
 355 Ch. North River Road, 17<sup>th</sup> Floor - 17<sup>ième</sup> étage  
 Ottawa ON K1A 0L8

Title – Sujet: <b>Transportation Services</b>	
Solicitation No. – N° de l'invitation 1000342215	Date: February 15 2019

Solicitation Closes – L'invitation prend fin	Time Zone – Fuseau horaire
At /à: 2:00 p.m. (hours/heures) On/le : March 11 2019	<input type="checkbox"/> EST (Eastern Standard Time)/ HNE (heure normale de l'Est) <input checked="" type="checkbox"/> EDT (Eastern Daylight Saving Time)/HAE (heure avancée de l'Est)

F.O.B. – F.A.B.  
 Plant-Usine:  Destination:  Other – Autre:

Address Enquiries to – Adresser toutes questions à:  
**All communications related to this solicitation must be sent to:**  
 EMAIL: [CBSA-ASFC\\_Solicitations-Demandes\\_de\\_soumissions@cbsa-asfc.gc.ca](mailto:CBSA-ASFC_Solicitations-Demandes_de_soumissions@cbsa-asfc.gc.ca)  
 Attn: NANCY CLEROUX

Telephone No. - No de téléphone: 343-291-5727	FAX No. - No de télécopieur : N/A
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Destination - of Goods and or Services:  
 Destination - des biens et ou services :  
 Canada Border Services Agency (CBSA) –  
 Agence des services frontaliers du Canada (ASFC)

Instructions: See Herein – Voir aux présentes

Delivery Required – Livraison exigée See herein – voir aux présentes	Delivery Offered – Livraison proposée
Vendor/Firm Name and Address – Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. - No de téléphone:	FAX No. - No 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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## 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            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

### 1.2 Summary

The Canada Border Services Agency (CBSA) wishes to retain transportation services for the Rigaud College, from Pierre-Elliott Trudeau International Airport to Rigaud, as well as other types of travel and to various & Government offices located in the region of Quebec and Ontario. These services will be required on and as when required, divided in accordance with the Call-up procedure mechanism set out in the Standing Offer among the offeror qualified.

The Canada Border Services Agency (CBSA) College wishes to retain transportation services

The shuttle services are required on schedule and "as-and-when requested" basis.

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

"The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 - Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification."

### 1.3 Security Requirements

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



#### 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 10 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 - 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](#) (2018-05-22), 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 Canada Border Services Agency (CBSA) Bid Receiving Unit 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 to CBSA 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, 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 [Defense Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES  NO

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES  NO

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 2.4 Enquiries - Request for Standing Offers

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

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



## 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory*).

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.





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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

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

Section I: Technical Bid (four (4) hard copies and one (1) soft copy on CD)

Section II: Financial Bid (one (1) hard copy and one (1) soft copy on CD)

Section III: Certifications (one (1) hard copy and one (1) soft copy on CD)

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

Canada requests that Offerors follow the format instructions described below in the preparation of hard copy of their offer:

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to the RFSO, and
- c) use of a page numbering system at the bottom of each pages.

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

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

#### Section I: Technical Offer

The technical offer consists of the following:

- i. **Offer Submission Form:** Offerors are requested to include the Offer Submission Form - Attachment 1 to Part 3 with their offers. It provides a common form in which offerors can provide information required for evaluation and standing offer issuance, such as a contactor name, the Offeror's Procurement Business Number, the Offeror's status under the Federal Contractors Program for Employment Equity, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with an opportunity to do so.
- ii. **Substantiation of Technical Compliance:**  
The technical offer must substantiate the compliance of the Offeror and its products and services with the specific requirements of Attachment 1 to Part 4, which is the requested format for providing the substantiation. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Offeror will meet the requirements and carry out the required Work. Simply stating that the Offeror or its proposed solution or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be considered non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Offeror's Response" column of Attachment 1 to Part 4, where Offerors are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph



numbers; where the reference is not sufficiently precise, Canada may request that the Offeror direct Canada to the appropriate location in the documentation.

**iii. Customer Reference Contact Information:**

A. The Offeror must provide customer references who must each confirm, if requested by Canada the facts identified in the Offeror's offer, as required by **Attachment 1 to Part 3**.

B. The form of question to be used to request confirmation from customer references is as follows:

"Has [the Offeror] provided your organization with [describe the services and, if applicable, describe any required time frame within which those services must have been provided]?"

Yes, the Offeror has provided my organization with the services described above.

No, the Offeror has not provided my organization with the services described above.

I am unwilling or unable to provide any information about the services described above.

C. For each customer reference, the Offeror must, at a minimum, **provide the name, the telephone number and e-mail address** for a contact person. Offerors are also requested to include the title of the contact person. If there is a conflict between the information provided by the customer reference and the offer, the information provided by the customer reference will be evaluated instead of the information in the offer. If the named individual is unavailable when required during the evaluation period, the Offeror may provide the name and contact information of an alternate contact from the same customer.

**iv. Corporate Profile:** The Offeror is requested to provide a corporate profile, which should include an overview of the Offeror and any subcontractors, and/or authorized agents of the Offeror that would be involved in the performance of the Work on the Offeror's behalf. The Offeror is requested to provide a brief description of its size, corporate structure, years in business, business activities, major customers, number of employees and their geographic presence. This information is requested for information purposes only and will not be evaluated.

**Section II: Financial Offer**

- a. **Pricing:** Offerors must submit their financial offer in accordance with the Basis of Payment provided in Attachment 2 to Part 4 of this solicitation. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Offerors must include a single, firm, all-inclusive rate in Canadian dollars in each cell requiring an entry in the pricing tables.
- b. **Variation in Rates By Time Period:** For any given Category, where the financial tables provided by Canada allow different firm rates to be charged for a category during different time periods:
  - i. the rate offer must not increase by more than 5% from one time period to the next; and
  - ii. the rate offer for the Category during any subsequent time period must not be lower than the rate offer for the time period that includes the Initial Standing Offer



- c. **All Costs to be Included:** The financial offer must include all costs for the requirement described in the solicitation for the entire Standing Offer Period, including any option periods. The identification of all necessary equipment, software, peripherals and components required to meet the requirements of the solicitation and the associated costs of these items is the sole responsibility of the Offeror.
- d. **Blank Prices:** Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.



ATTACHMENT 1 TO PART 3 - OF THE REQUEST FOR STANDING OFFERS

OFFER SUBMISSION FORM		
Offeror's full legal name		
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
Offeror's Procurement Business Number (PBN)  Note to Offerors: Please ensure that the PBN you provide matches the legal name under which you have submitted your offer. If it does not, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches the legal name of the Offeror.		
Jurisdiction of Standing Offer: Province or territory in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contracts (if other than as specified in request for standing offers)		
Former Public Servants See the Article in Part 2 of the request for standing offers entitled Former Public Servant for a definition of "Former Public Servant".	Is the Offeror a FPS in receipt of a pension as defined in the request for standing offers? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Offeror a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
Security Clearance Level of Offeror [include both the level and the date it was granted]  Note to Offerors: Please ensure that the security clearance matches the legal name of the Offeror. If it does not, the security clearance is not valid for the Offeror.		



On behalf of the Offeror, by signing below, I confirm that I have read the entire request for standing offers including the documents incorporated by reference into the request for standing offers and I certify that:

1. The Offeror considers itself and its proposed resources able to meet all the mandatory requirements described in the request for standing offers;
2. This offer is valid for the period requested in the request for standing offers;
3. All the information provided in the offer is complete, true and accurate; and
4. If the offeror is issued a standing offer, it will accept all the terms and conditions set out in the resulting standing offer and contract clauses included in the request for standing offers.

Signature of Authorized Representative of  
the Offeror

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## 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 Mandatory Technical Criteria

Each offer will be reviewed to determine whether it meets the mandatory requirements of the request for standing offers. Any element of the request for standing offers that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Attachment 1 to Part 4 - Bid Evaluation Criteria.

#### 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 evaluation will be conducted by calculating the Total Offer Price for each service stream, using the Pricing Tables completed by the Offerors in accordance with **Attachment 1 to Part 4**. The Offeror must provide firm, all inclusive, rates for the Category being proposed in accordance with the request for standing offers, which may include an initial standing offer period and option periods.

Only the Firm Rates of offers that are technically responsive will be considered.

### 4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.



## ATTACHMENT 1 TO PART 4 OF THE REQUEST FOR STANDING OFFERS

### EVALUATION CRITERIA

#### 1. Mandatory Technical Criteria

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

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by an Offeror to meet any one of the mandatory requirements will render the Offeror's proposal non-responsive and will not be given further consideration. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

Item No.	Mandatory Technical Criterion	MET	NOT MET
MT1	<p>The contractor <b>must</b> have supplied transportation services as part of a similar project in the past five (5) years.</p> <p>Proof of a letter or document must be submitted with the proposal.</p> <p><i>*To demonstrate this experience, the Bidder is required to submit:</i></p> <ul style="list-style-type: none"> <li>• The name of the organization/company</li> <li>• The client's name, address, telephone number and email</li> <li>• The start/end dates (month/year)</li> </ul>		
MT2	<p>The contractor <b>must</b> provide at least four (4) fleet-size vehicles and demonstrate that the vehicles have the following:</p> <ul style="list-style-type: none"> <li>• Vehicle registration</li> <li>• A description of each, indicating that the vehicles meet the relevant conditions</li> </ul>		
MT3	<p>The contractor <b>must</b> provide a list of at least four (4) drivers from the team to be assigned to this project. The following must also be provided for each driver: name, number of years of experience and <b>copy of driver's licence</b>.</p>		
MT4	<p>The proposed drivers <b>must</b> have at least two (2) years of experience as drivers for similar services.</p>		
MT5	<p>The contractor <b>must</b> provide the name, telephone number and email of the company contact and of the person responsible during the contract period.</p>		



ATTACHMENT 2 TO PART 4 OF THE REQUEST FOR STANDING OFFERS
PRICE SCHEDULE

Bidders must provide a firm all-inclusive price(s) for all work to be performed which includes all vehicles, drivers, vehicle maintenance, fuel and any other expenses that may be incurred for the contract period and option periods. The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.

The volumetric data included in the tables below are provided solely for the purpose of determining the evaluated price of the bid. They should not be considered as a contractual guarantee.

Note to Bidders: Additional Services, this section will not be subject to evaluation

A - INITIAL PERIOD (24 months period)

REGULAR SERVICES

1. From Rigaud College to Pierre Elliott-Trudeau (Dorval) Airport

Table with 4 columns: Type of Shuttle, Estimated no. of trips per year, Price per trips, Total Price per Trips. Rows include 1 to 3 passengers(s), 4 to 10 passenger(s), 11 to 25 passenger(s), 26 + passenger(s), and Total evaluated price.

2. From Pierre Elliott-Trudeau (Dorval) Airport to Rigaud College

Table with 4 columns: Type of Shuttle, Estimated no. of trips per year, Price per trips, Total Price per Trips. Rows include 1 to 3 passengers(s), 4 to 10 passenger(s), 11 to 25 passenger(s), 26 + passenger(s), and Total evaluated price.

ADDITIONAL SERVICES

3. All other locations, such as the National Capital Region (Ottawa / Hull), offices in Montreal or Dorval, hotels in the surrounding area, etc.

Table with 2 columns: Type of Shuttle, Price per KM. Rows include 1 to 3 passengers(s), 4 to 10 passenger(s), 11 to 25 passenger(s), 26 + passenger(s).

4. For round trip (if the designated driver has to wait; If the driver has to wait more than one hour, the hourly rate starting on arrival at the designated place (if the waiting period is less than one hour, the CBSA will not pay a surcharge):





Type of Shuttle	Price per Trip
1 to 3 passengers(s)	
4 to 10 passenger(s)	
11 to 25 passenger(s)	
26 + passenger(s)	

5. Other Services

Description	Price per Service
Attendants when required	\$ _____/hour
Waiting time	\$ _____/hour
Cancellation Fee, if less than 24 hours' notice	\$ _____

B - OPTION PERIOD 1 (24 months period)

REGULAR SERVICES

1. From Rigaud College to Pierre Elliott-Trudeau (Dorval) Airport

Type of Shuttle	Estimated no. of trips per year	Price per trips	Total Price per Trips
1 to 3 passengers(s)	40		
4 to 10 passenger(s)	100		
11 to 25 passenger(s)	50		
26 + passenger(s)	40		
<b>Total evaluated price</b>			

2. From Pierre Elliott-Trudeau (Dorval) Airport to Rigaud College

Type of Shuttle	Estimated no. of trips per year	Price per trips	Total Price per Trips
1 to 3 passengers(s)	40		
4 to 10 passenger(s)	100		
11 to 25 passenger(s)	50		
26 + passenger(s)	40		
<b>Total evaluated price</b>			

ADDITIONAL SERVICES

3. All other locations, such as the National Capital Region (Ottawa / Hull), offices in Montreal or Dorval, hotels in the surrounding area, etc.

Type of Shuttle	Price per KM
1 to 3 passengers(s)	
4 to 10 passenger(s)	
11 to 25 passenger(s)	
26 + passenger(s)	

4. For round trip (if the designated driver has to wait; If the driver has to wait more than one hour, the hourly rate starting on arrival at the designated place (if the waiting period is less than one hour, the CBSA will not pay a surcharge):



Type of Shuttle	Price per Trip
1 to 3 passengers(s)	
4 to 10 passenger(s)	
11 to 25 passenger(s)	
26 + passenger(s)	

5. Other Services

Description	Price per Service
Attendants when required	\$ _____/hour
Waiting time	\$ _____/hour
Cancellation Fee, if less than 24 hours' notice	\$ _____

C - OPTION PERIOD 2 (12 months period)

REGULAR SERVICES

1. From Rigaud College to Pierre Elliott-Trudeau (Dorval) Airport

Type of Shuttle	Estimated no. of trips per year	Price per trips	Total Price per Trips
1 to 3 passengers(s)	40		
4 to 10 passenger(s)	100		
11 to 25 passenger(s)	50		
26 + passenger(s)	40		
<b>Total evaluated price</b>			

2. From Pierre Elliott-Trudeau (Dorval) Airport to Rigaud College

Type of Shuttle	Estimated no. of trips per year	Price per trips	Total Price per Trips
1 to 3 passengers(s)	40		
4 to 10 passenger(s)	100		
11 to 25 passenger(s)	50		
26 + passenger(s)	40		
<b>Total evaluated price</b>			

ADDITIONAL SERVICES

3. All other locations, such as the National Capital Region (Ottawa / Hull), offices in Montreal or Dorval, hotels in the surrounding area, etc.

Type of Shuttle	Price per KM
1 to 3 passengers(s)	
4 to 10 passenger(s)	
11 to 25 passenger(s)	
26 + passenger(s)	

4. For round trip (if the designated driver has to wait; If the driver has to wait more than one hour, the hourly rate starting on arrival at the designated place (if the waiting period is less than one hour, the CBSA will not pay a surcharge):



Type of Shuttle	Price per Trip
1 to 3 passengers(s)	
4 to 10 passenger(s)	
11 to 25 passenger(s)	
26 + passenger(s)	

5. Other Services

Description	Price per Service
Attendants when required	\$ _____/hour
Waiting time	\$ _____/hour
Cancellation Fee, if less than 24 hours' notice	\$ _____

<b>Total Estimated Cost</b> (Sum of Initial Period + Option 1 + Option 2) =	\$ _____, GST/HST extra
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## 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 Integrity Provisions of the Standard Instructions, all Offerors 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.

### 5.2 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 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 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](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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list during the period of the Contract.



The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



## ATTACHMENT 1 to PART 5 OF THE REQUEST FOR STANDING OFFERS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, 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 contract period. Canada will have the right to ask for additional information to verify the Offeror'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 Contract.

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

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

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

OR

- A5.2. The Offeror 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 Offeror is not a Joint Venture.

OR

- B2. The Offeror 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)



## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

There are no security requirement associated with the Standing Offer.

### 6.2 Insurance Requirements

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

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



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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

#### 7.3 Standard Clauses and Conditions

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

##### 7.3.1 General Conditions

[2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards. The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

Electronic reports in Excel spreadsheet format must be completed and forwarded to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the quarterly period.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

#### 7.4 Term of Standing Offer

##### 7.4.1 Period of the Standing Offer

*Will be completed at Standing Offer issuance*

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

##### 7.4.2 Option to Extend the Standing Offer





## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nancy Cleroux  
Title: Senior Contracting Officer  
Canada Border Services Agency  
Directorate: Strategic Procurement Division (SPD)  
Address: 355 North River Road, Tower B, 17<sup>th</sup> floor  
Ottawa, Ontario K1A 0L8

Telephone: 343-291-5727  
E-mail address: [nancy.cleroux@cbasa-asfc.gc.ca](mailto:nancy.cleroux@cbasa-asfc.gc.ca)

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

### 7.5.2 Project Authority

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

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

### 7.5.3 Offeror's Representative

*Will be completed at Standing Offer issuance*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Canada Border Services Agency (CBSA).

## 7.8 Call-up Procedures

The Identified User will issue a call-up instrument (see below) when the work is required.



## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (MasterCard) for low dollar value requirements.

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.
2. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000 (Applicable Taxes excluded).

## 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) the general conditions [2035](#) (2018-06-21), General Conditions - Higher Complexity - Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 7.12 Certifications and Additional Information

### 7.12.1 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.

### 7.12.2 SACC Manual Clauses

[M3020C](#) (2016-01-28), Status of Availability of Resources - Standing Offer



### 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).



## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

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

#### 7.4.2 Option to Extend the Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) period of 24 months and one (1) period of 12 months, 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 90 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 7.4 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.5 Payment

#### 7.5.1 Basis of Payment

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

#### 7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price.



## 7.6 Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must send the original and one copy of the invoice to the Technical Authority's paying office (CBSA Finance) at the following location on a monthly basis:

All invoices must be submitted using the following method (**only one copy of the invoice should be sent to the Agency**):

**Email:** Only legible electronic (PDF, Word, Excel) files will be accepted; all others will be returned.

[vendors-fournisseurs@cbsa-asfc.gc.ca](mailto:vendors-fournisseurs@cbsa-asfc.gc.ca)

This email address is to be used for submitting invoices and for payment status inquiries.

### **Direct Deposit:**

The Government of Canada will soon be phasing out federal government cheques; we strongly encourage Businesses that supply goods and services to the Government of Canada to enrol in direct deposit for account payable.

Please contact [ca-ci@cbsa-asfc.gc.ca](mailto:ca-ci@cbsa-asfc.gc.ca) to obtain additional information, to confirm direct deposit enrolment process and the steps to be followed.

***IMPORTANT NOTE:*** If a supplier omits any required information pertaining to payment processing from the invoice, the invoice will be returned at the discretion of the CBSA and **will not be paid until valid payment referencing is provided.**

## 7.7 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.



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## ANNEX A - STATEMENT OF WORK

### Background

The Canada Border Services Agency (CBSA) College wishes to obtain transportation services from the Montréal-Pierre Elliott Trudeau International Airport to Rigaud and from Rigaud to the Airport, and for other types of travel in Quebec and Ontario.

The CBSA College offers a training program for Canada's new border services officers. While its primary role is to provide its services to CBSA employees, the College also offers its facilities to other federal agencies. The CBSA College is located at 475 Chemin Grande Ligne in Rigaud, Quebec, 50 km from Montreal and 150 km from Ottawa.

### Requirement

The CBSA foresees approximately 75 trips between Dorval and Rigaud annually. The estimated number of trips may fluctuate up or down depending on operational needs.

### Deliverables

The contractor must provide transportation services within 12 hours for the following travel:

#### Regularly requested travel:

- From the CBSA College to the Montréal-Pierre Elliott Trudeau International Airport in Dorval
- From the Montréal-Pierre Elliott Trudeau International Airport in Dorval to the CBSA College (these trips are mainly on Sundays or during holidays)

All other locations likely to require transportation services from various pick-up points.

#### Example:

- Airport (cargo), ports of entry and some federal buildings in Quebec and Ontario (e.g., Lacolle, Ottawa Airport and Prescott Port of Entry)
- Some hotels in Quebec and Ontario (e.g., Vaudreuil, Valleyfield and Hawkesbury)

**Note:** Some of these might be return trips made the same day according to a predetermined schedule, meaning that the driver will be required to wait.

### Tasks & Constraints:

#### 1. Vehicle requirements

- a) All the vehicles used (school bus and minibus) must be 2015 models or newer.
- b) Two (2) vehicles at a minimum must have a capacity of up to 48 passengers.
- c) All of the vehicles supplied must come equipped with a first aid kit, an emergency kit, and a mobile and/or cellular radio in the event of breakdown or accident.



d) Upon request, at least one (1) vehicle must be adapted for people with a disability or with reduced mobility (e.g. wheelchair).

e) All of the vehicles used under the contract must have a luggage compartment.

f) A sign approximately 24 inches wide and 12 inches high bearing the words CBSA/ASFC COLLEGE must be supplied by the contractor and must be visible to passengers when boarding. The contractor must supply a photograph of the sign for approval by the CBSA at the beginning of the contract.

g) The interior and exterior of all vehicles must be clean at all times.

h) All vehicles must be kept operationally safe, in accordance with provincial (Quebec and Ontario) regulations and with the Canadian Motor Vehicle Safety Act.

## 2. Driver requirements

a) The contractor must supply drivers and replacement drivers who hold valid bus driver's licences required in Quebec and/or Ontario. Proof of such licences for each driver must be provided by the selected contractor prior to contract award.

b) The CBSA reserves the right to request a replacement for any driver proposed or supplied by the contractor. The CBSA also reserves the right to approve, based on the mandatory criteria, the résumé of a new driver before that person takes up the position, after the contractor receives notice. Any replacement requests must be made within five business days before a trip.

c) The contractor must supply other drivers and/or buses, in accordance with the following timeframes:

- within the first 15 minutes where the contractor's driver fails to show up at the planned location;
- within the next hour (60 minutes) where the driver is unable to finish the route for any reason whatsoever, such as a breakdown, an accident or a health issue.

d) Language requirements: Drivers must have knowledge of both official languages, namely English and French, for communication in simple situations.

e) Drivers and/or attendants must wear their employer's uniform.

f) Drivers and/or attendants must visibly wear the company logo at all times.

## 3. Contractor's responsibilities

a) For the CBSA to be able to submit its shuttle service requests, the contractor must provide the telephone number and email address of a contact and that person's replacement upon contract issuance.

b) The contractor must also provide a 24/7 telephone number for any emergencies.

c) The contractor must supply an attendant for airport arrivals at the CBSA's request only in order to check passengers against a list provided by the CBSA and to direct them towards the bus. The attendant will be the point of contact for the driver.

d) If the CBSA does not request an attendant, the passenger list must be provided to the driver so that they may take attendance and make certain that no one is left behind.



- e) The contractor must supply a sign approximately 24 inches wide and 12 inches high bearing the words CBSA/ASFC COLLEGE. The contractor must supply a photograph and/or a sample of the sign for approval by the CBSA at the beginning of the contract.
- f) The contractor must submit a price (bid) with the trip itinerary by email at the CBSA's request for special trips (other locations).
- g) The contractor must bear all costs associated with the vehicle's use, including but not limited to gas, oil, insurance, repairs, parking and traffic violation tickets.
- h) The contractor must replace any vehicle that is no longer operational for any reason whatsoever and must comply with the same conditions.
- i) The contractor must be able to add other vehicles and drivers upon request, on 12 hours' notice.
- j) The contractor must observe the project lead's passenger pick up point requirements.
- k) Where special needs arise (e.g. evacuation), the contractor must be able to supply additional vehicles on 2 hours' notice.

#### **CBSA responsibilities**

- a) The project manager will request services by telephone or by email, specifying the number of passengers to be aboard the vehicle and the location. For return trips, the contractor will be informed of the schedule.
- b) The CBSA will submit any modifications (time or address changes, or cancellations) by email with 2 hours' notice.
- c) The CBSA will reimburse the contractor for airport costs upon presentation of supporting documents, such as copies of invoices.
- d) The CBSA will provide a passenger list according to its needs.





## ANNEX B - BASIS OF PAYMENT

THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

DETAILS WILL BE INSERTED AT ISSUANCE OF STANDING OFFERS.



## ANNEX C - 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. 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.
  - e. 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
  - f. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27