

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Travel Procurement Services Division/Division des
services d'approvisionnement en voyage
L'Esplanade Laurier, East Tower 7t
L'Esplanade Laurier, Tour est 7e é
140 O'Connor, Street,
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

Title - Sujet SCHOOL BUS WITH DRIVERS	
Solicitation No. - N° de l'invitation W5942-19TN03/A	Date 2019-03-26
Client Reference No. - N° de référence du client W5942-19TN03	GETS Ref. No. - N° de réf. de SEAG PW-\$\$LP-001-76768
File No. - N° de dossier lp001.W5942-19TN03	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-11	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Do, Chan-Hung	Buyer Id - Id de l'acheteur lp001
Telephone No. - N° de téléphone (343)550-1617 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of National Defence TSS Admin Office, Uplands 101 Colonel By Drive Ottawa, Ontario K1A 0K2	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

**REQUEST FOR STANDING OFFER
SCHOOL BUS OR SIMILAR WITH DRIVERS - DEPARTMENT OF NATIONAL DEFENCE (DND)**

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Solicitation No. - N° de l'invitation
W5942-19TN03/A
Client Ref. No. - N° de réf. du client
W5942-19TN03

Amd. No. - N° de la modif.
File No. - N° du dossier
Ip001W5942-19TN03

Buyer ID - Id de l'acheteur
Ip001
CCC No./N° CCC - FMS No/ N° VME

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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: Annex A - Statement of Requirement, Annex B - Basis of Payment, Annex C - Information and Contact, Annex D - Insurance Requirement, Annex E - Electronic Payment Instrument, and Annex F - Standing Offer Reports.

1.2 Summary

The Department of National Defence has a requirement for troop transportation. Services of school buses or similar buses with drivers will be needed on an "as required" basis, within the National Capital Region (NCR), and occasionally outside the NCR and surrounding area. The national Capital Region is defined as far as radius of 60 km around the city of Ottawa. The most frequent location outside the NCR will be Cornwall and Lancaster but may not be limited to these cities.

The period of the Standing Offer is from the 01 May 2019 to the 31 March 2021.

Optional period of extension of the standing offer will be from the 01 April 2021 to the 31 March 2022.

Estimated quantity of requests per year is as follows:

Hourly Rates: 750

Hourly Waiting Fee: 160
Daily Rates: 100
And Overnight Fee: 5

The requirement is subjected to the Canadian Free Trade Agreement (CFTA).

The requirement is subject to a preference for Canadian services.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (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.

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC 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 [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than three (3) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Technical Offer (one hard copy)

Section II: Financial Offer (one hard copy)

Section III: Certifications (one hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer:

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices – Offer

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

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The offeror has been offering school bus service and/or bus charter service during the last three (3) years. The offeror will provide support information confirming it has been in this business during the last three (3) years (resume of activities or contracts with customers or licenses)

4.1.2 Financial Evaluation

4.1.2.1 The financial evaluation criteria to be used will be as follows:

Sum of the following simulated call-ups:

- i) One (1) call-up at a minimum rate including 50 km and another 50 km of dead head mileage;
- ii) One (1) call-up of seven (7) hours including 200 km; and
- iii) One (1) call-up of twelve (12) hours, overnight and six (6) hours the next day including 300 km.

As a result, **the evaluate price** = $\frac{[(\text{Sum \# 1}) \times 2 + \text{Sum \# 2}]}{3}$

Notes:

Sum # 1 = Sum of the above simulated call-ups with offer rates for the period from May 01, 2019 to March 31, 2021.

Sum # 2 = Sum of the above simulated call-ups with offer rates for the period from April 01, 2021 to March 31, 2022.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. Two (2) responsive offers with the lowest evaluated price will be recommended for issuance of a standing offer.

Right of first refusal basis will be applying as follows for call-ups:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror 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 offeror 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.

PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may 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 Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions - Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

5.2.3.1.1 SACC Manual clause A3050T (2018-12-06) Canadian Content Definition

This procurement is solely limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the service offered being treated as a non-Canadian service.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (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, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex F. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 01 to June 30;
- 2nd quarter: July 01 to September 30;
- 3rd quarter: October 01 to December 31;
- 4th quarter: January 01 to March 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 2019-05-01 to 2021-03-31.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, from 2021-04-01 to 2022-03-31 inclusive under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Chan-Hung Do
Supply Team Leader
Public Services and Procurement Canada
Travel Procurement Service Division
140 O' Connor, East Tower, 7th Floor, Office # 07017

Ottawa, Ontario K1A 0R5
Telephone: 343-550-1617
E-mail address: Chan-Hung.Do@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative (will be added at award)

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:

Transport Section
CFSU (O) Uplands Site

7.8 Call-up Procedures

RIGHT OF FIRST REFUSAL (will be updated if not applicable)

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror 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 offeror 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.

7.8.1 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call up against a Standing Offer, etc. or an electronic version

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

7.10 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005** (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2018-06-21) General Conditions – Services Medium Complexity;
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment
- g) Annex C, Information and Contact
- h) Annex D, Insurance Requirements
- i) Annex E, Electronic Payment Instrument
- j) Annex F, Standing Offer Reports
- k) the Offeror's offer dated _____ “as clarified on _____” **or** “as amended on _____”

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 Canadian Content Certification

7.12.3 SACC Manual Clauses M3060C (2008-05-12) Canadian Content Certification

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 Ontario.

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 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 (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period of 2019-05-01 to 2021-03-31.

7.3.2 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B - Basis of Payment. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

7.4.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price.

7.4.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract.

7.4.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the following address for certification and payment to:

Department of National Defence
CFSU(O) TSS ADMIN Office
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

7.6 Insurance Requirements

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

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

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

ANNEX "A"

STATEMENT OF REQUIREMENT

Requirement:

The Department of National Defence has a requirement for troop transportation. Services of school buses or similar buses with drivers will be needed on an "as required" basis, within the National Capital Region (NCR), and occasionally outside the NCR and surrounding area. The National Capital Region is defined as far as a radius of 60 km around the city of Ottawa. The most frequent location outside the NCR will be Cornwall and Lancaster but may not be limited to these cities.

Scope:

The Offeror will be responsible to provide a good quality of service including vehicle safety and cleanliness, must meet Provincial Safety Standards, must have valid provincial licenses and drivers must be qualified to operate the buses and be professional and neat in appearance and manner. Drivers are to decently dress and not wear any clothes that show racist, sexist, discriminatory or offending drawings or markings.

The Offeror must provide the number of vehicles including makes, model and year that would be available for hire under this Standing Offer prior to be issued a Standing Offer.

The Site Authority will conduct periodic inspections to verify the quality of service rendered as well as the general condition of vehicles offered.

Vehicle must not be older than 7 years old at the time of the call-up. Age of the vehicle is calculated based on the date of manufacturing stamped in the bus. Vehicles must have a minimum of eleven (11) rows of seats on each side of the bus for a minimum of 44 adult passengers.

Sixty (60) percent of the requirement will be during the weekend. Buses can be required on a 24/7 basis. There will be more than one stop on many occasions. More than one bus at a time may be needed.

A minimum of four (4) hours notification will be given to provide services. The Offeror is to confirm acceptance of the services requested within two (2) hours of receiving from NCR Transport request. No cancellation fee will be accepted if cancelled within six (6) hours prior to the required time or before acceptance of the services when notification given was less than six (6) hours prior to the required time. If acceptance of the services requested is not received within two (2) hours of receiving from NCR Transport request, Canada will ask the next ranked Offeror as of Part 7, Section A., Article 7.8 Call-up Procedures.

All unserviceable vehicles will be replaced within a reasonable time frame by an equivalent vehicle or better, at no extra cost to Canada. Any additional cost encountered due to the vehicle breakdown, will be at the Offeror's expense. A reasonable time frame means the time it takes from CFSU Ottawa, Uplands Site to go to the vehicle breakdown location as calculated by Google Map plus 30 minutes.

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ANNEX "B"

BASIS OF PAYMENT

Pricing: Definition of items are available below.

Estimated quantity of requests per year is as follows:

Hourly Rate: 750; Hourly Waiting Fee: 160; Daily Rate: 100; and Overnight Fee: 5

Rates for the period from May 01, 2019 to March 31, 2021	
Description	Rate:
Minimum Rate (four (4) hours or less)	\$
Hourly Rate (after first four (4) hours)	\$
Daily rate	\$
Daily Free Km	QTY: Km
Cost per km. Over free km	\$
Overtime Hourly Rate	\$
Over Night Rate	\$
Dead Head Mileage Fees per km	\$
Cancellation Fee (Six (6) hours notification)	\$

Rates for Option Year for the period from April 01, 2021 to March 31, 2022	
Description	Rate:
Minimum Rate (four (4) hours or less)	\$
Hourly Rate (after first four (4) hours)	\$
Daily rate	\$
Daily Free Km	QTY: Km
Cost per km. Over free km	\$
Overtime Hourly Rate	\$
Over Night Rate	\$
Dead Head Mileage Fees per km	\$
Cancellation Fee (Six (6) hours notification)	\$

Note: Airport Fee will be paid by the client requesting the service.

Definitions:

Minimum Rate: Is defined as the minimum to be charged for a call-up of four (4) hours or less; no free kms apply. The clock starts at pick-up location and stops at return.

Hourly Rates: are defined as cost per hour after the minimum four (4) hour rate, for less than eight (8) consecutive hours (which includes pick up/waiting/return and fuel); no free kms apply and clock starts at pick-up location and stops at return. The Hourly Rate will be used for the waiting time.

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Daily Rate: Is defined as the maximum charge for an eight (8) hour consecutive period, (which includes pick-up/wait/return, fuel and free kms). Clock starts at pick-up location and stops at return.

Overtime Hourly Rate: is defined as the rate for hours exceeding an eight (8) hour consecutive period.

Over Night Fee: Is defined as twenty-four (24) hour call-up period (pick up/waiting/return). A minimum of sixteen (16) hours will be charged for any over night during the two days. The client, who requests the service, is responsible to pay for the room for the driver. If the client directs the driver to make his own arrangement, the driver must follow the National Joint Council Travel Directive for hotel rate. All other fees are the responsibility to the Offeror.

Daily Free Km: apply only when the daily rate is charged.

Dead Head Mileage Fees: "bus empty", will apply only for out of town trip for one-way trip.

Cancellation Fee: a minimum of six (6) hours notice is needed prior to tasking to avoid cancellation fee.

Note: The Offeror will be paid the exact fee for the kilometres (less free kilometres when daily rate apply) from point of origin to point of destination only. No additional kilometres will be considered or accepted (i.e. From Offeror's site). Rates by the hour will be calculated with decimals (i.e. every six (6) minutes is equal to 1/10 hour).

Applicable taxes: _____%

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ANNEX C
INFORMATION and CONTACT

1. Offeror Information	
Name:	
Position/Title:	
Telephone number:	
Cellular number:	
Fax number:	
E-mail address:	
2. Company Information	
Name:	
Street Address:	
City:	
Province:	
Postal Code:	
Direct Phone Number:	
Fax Number:	
Toll Free Number:	
Website Address:	
PBN:	

Note: Procurement Business Number (PBN)

If you do not have a PBN, please obtain your number using the following instructions:

Canadian suppliers are required to have a Procurement Business Number (PBN) before contract Award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Internet site at:

<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbnRybyZpZD00&lang=eng>.

For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

ANNEX D - INSURANCE REQUIREMENT

1. COMMERCIAL GENERAL LIABILITY INSURANCE

- 1.1 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.
- 1.2 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the 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.

2. AUTOMOBILE LIABILITY INSURANCE

2.1 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.

2.2 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- e. OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire
- f. OPCF/ SEF/ QEF #6b - School Bus Endorsement
- g. OPCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement
- h. OPCF/ SEF/ QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:

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-
- 8 to 12 Passengers: \$5,000,000
 - 13 or more Passengers: \$8,000,000
- i. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B /
Quebec: QEF #27 / Other Provinces: SEF#27

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ANNEX E to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);

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ANNEX F

QUARTERLY REPORT

Regional Individual Standing Offer Number (RISO) W5942-19TN03

Quarterly periods are defined as follows:

1st quarter: April 01, to June 30;

2nd quarter: July 01, to September 30;

3rd quarter: October 01, to December 31;

4th quarter: January 01, to March 31.

Quarter # _____ Year _____

	Number of Requests (Call-ups)	
Month/Year		Total
January		
February		
March		

	Number of Requests (Call-ups)	
Month/Year		Total
April		
May		
June		

	Number of Requests (Call-ups)	
Month/Year		Total
July		
August		
September		

	Number of Requests (Call-ups)	
Month/Year		Total
October		
November		
December		

To be send electronically to Chan-Hung.Do@tpsgc-pwgcs.gc.ca

Signature: _____

Date: _____