



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Chan-Hung Do, at this Email Address:

TPSGC.PADGTLPRRecSoum-APTMDLPBidRec

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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 aux: Travaux Publics et Services Gouvernementaux Canada

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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

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 Shuttle School Bus services	
Solicitation No. - N° de l'invitation W5942-19TN07/A	Date 2019-11-18
Client Reference No. - N° de référence du client W5942-19TN07	
GETS Reference No. - N° de référence de SEAG PW-\$\$LP-001-78021	
File No. - N° de dossier lp001.W5942-19TN07	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-12-30	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
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 (613) 943-7967
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

The Department of National Defence Ottawa, Ontario requires a shuttle bus service between National Defence Headquarters (Carling), 60 Moodie Dr, Ottawa, Ontario and Solandt Parking lot, located at 2505 Solandt Dr, Kanata, Ontario.

Four (4) school buses with drivers are required daily for a period from January 20, 2020 to January 31, 2021 inclusive with an extension option from February 01, 2021 to January 05, 2022 inclusive.

More details are provided in the Statement of Requirement – Annex “A”.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

The Comprehensive and Progressive for Trans Pacific Partnership (CPTPP) Agreement and the World Trade Organization – Agreement on Government Procurement (WTO-AGP) Trade Agreement.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003** (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) – Attn: Chan-Hung Do, TPSGC.PADGTLPreCSoum-APTMDLPBidRec.PWGSC@tpsgc-pwgsc.gc.ca by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- 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 - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (1 electronic copy)
- Section II: Financial Bid (1 electronic copy)
- Section III: Certifications (1 electronic copy)

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

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex “C” 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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders are required to comply with all the mandatory criteria below to be considered responsive; a bid must meet all of the mandatory requirements of this bid solicitation. Bidders that submit proposals that are determined to be non-responsive will receive no further consideration.

Bidders must have at least eight (8) school buses in their fleet; and are required to provide the number of vehicles including their make, model and year that would be available for services under the contract.

Vehicles Proposed:

1) Make: _____	Model: _____	Year : _____
2) Make: _____	Model: _____	Year : _____
3) Make: _____	Model: _____	Year : _____
4) Make: _____	Model: _____	Year : _____
5) Make: _____	Model: _____	Year : _____
6) Make: _____	Model: _____	Year : _____
7) Make: _____	Model: _____	Year : _____

8) Make:_____ Model:_____ Year :_____

4.1.2 Financial Evaluation

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price – Canadian/Foreign Bidders

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

The responsive bid with the Lowest Total Value of Sub#1 of the initial period and Sub#1 of the optional year (in Annex B- Basis of Payment) will be recommended for award of contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969).

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

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

The Contractor must perform the Work in accordance with the Statement of Requirement at Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

6.3.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from January 20, 2020 to January 31, 2021 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract for a period from February 01, 2021 to January 05, 2022 inclusive under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chan-Hung Do
Title: Supply Team Leader
Department: Public Services and Procurement Canada (PSPC)
Acquisitions Branch
Directorate: Travel Procurement Services Division - LP
Address: Building L'Esplanade Laurier, East Tower
140 O'Connor Street,
Ottawa, Ontario, Canada, K1A 0R5

Telephone: 343-550-1617
Facsimile: 613-943-7967
E-mail address: Chan-Hung.Do@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is: ***To be added at Contract award***

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

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: ***To be added at Contract award***

Name: _____

Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 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. Applicable Taxes are extra.

6.7.2 Limitation of Price

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

6.7.3 Method of payment – 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 if:

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

6.7.4 Electronic Payment of Invoices – Contract

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

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

6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

Invoices are to be submitted monthly to the following address:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

The invoices must be sent **by mail only** (emailed invoices are not accepted) to:

**TSS Admin office
Department of National Defence
101 Colonel By Dr.
Ottawa, Ont
K1A 0K2**

- b. One (1) copy must be forwarded (by email) to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General Conditions 2010C (2018-06-21), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Electronic Payment Instruments;
- (f) Annex D, Information and Contact;
- (g) Annex E, Insurance Requirement;
- (h) the Contractor's bid dated _____.

6.12 Insurance requirements

The Contractor must comply with the insurance requirements specified in Annex "E". 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 Ottawa, Ontario requires a shuttle bus service between National Defence Headquarters (Carling), 60 Moodie Dr, Ottawa and Solandt Parking lot, located at 2505 Solandt Dr, Kanata, Ontario.

NOTE: There may be other stops added during the term of the contract.

Scope:

Four (4) shuttle school busses with drivers are required.

The Offeror will be responsible to provide a good quality of service including vehicle safety and cleanliness, must meet Provincial Safety Standards and must have **valid provincial licenses**.

The daily schedule is from 06:00 h to 18:05 h.

Only one (1) shuttle bus with driver is required for services from 9:00 h to 15:05 h.

The shuttle bus service will be required from Monday to Friday, excluding statutory holidays and Provincial (i.e. the first Monday in August for the Province of Ontario).

c. Schedule as follows:

	Depart Solandt Lot	Arrive Carling	Depart Carling	Arrive Solandt Lot
4 busses	600	610	615	625
	630	640	645	655
	700	710	715	725
	730	740	745	755
	800	810	815	825
	830	840	845	855
1 Bus	900	910	915	925
	930	940	945	955
	1000	1010	1015	1025
	1030	1040	1045	1055
	1100	1110	1015	1125
	1130	1140	1145	1155
LUNCH				
	1240	1250	1255	1305
	1310	1320	1325	1335
	1340	1350	1355	1405

	1410	1420	1425	1435
	1440	1450	1455	1505
4 busses	1510	1520	1525	1535
	1540	1550	1555	1605
	1610	1620	1625	1635
	1640	1650	1655	1705
	1710	1720	1725	1735
	1740	1750	1755	1805

During the below Christmas / New Year holiday seasons, only (1) a shuttle bus will be required per route from 6:00 h to 18:05 h as schedule listed above:

- December 22, 2020 to January 3, 2021 (no bus services are required for holidays: Dec 25, 28, 2020 and Jan 01, 2021); and
- December 22, 2021 to January 3, 2022 (no bus services are required for holidays: Dec 24, 27, 2021 and Jan 03, 2022) if the optional year is exercised.

Conditions:

The four (4) shuttle buses and services offered by the contractor include the cost of fuel and must meet the following conditions:

- a minimum seating capacity of 44;
- the aisles of all shuttle buses must be clear at all times: no standing is allowed;
- shuttle buses and temporary replacement buses must be equipped with air conditioning for periods of warm weather and a functional heating system on the entire length of the vehicle for cold temperatures;
- if a shuttle bus is out of service, a similar or higher replacement shuttle bus shall be provided within two (2) hours of the call placed with the contractor at the expense of contractor, towing and fuel costs included;
- shuttle buses must follow a fixed schedule including a forty (40) minute break for lunch according to the schedule;
- during the driver's breaks, parking at designated stops is prohibited;
- in the event of a vehicle breakdown, an accident or a delay over 15 minutes, notify immediately the Transportation Section of the service interruption;
- the DND Transportation Section, CFSU Ottawa must be advised to all the problems that may arise for passengers using the shuttle service; the phone number for complaints must be posted in each shuttle bus.
- idling: No vehicle will be able to stand still with the engine running for more than three minutes. This includes but is not limited to periods of warming and cooling, waiting for loading or unloading, during breaks and rest periods.
- signs must be visible at all times on the shuttle buses for identify the destination, the route number and the Department of National Defence;
- periodic audits will be perform by DND Staff to insure quality services is being maintained for both the driver and the vehicle conditions (ei: cleanliness of the vehicle).

Requirements for drivers:

- vendor must have four (4) designated drivers with the required Ontario driving licenses;
- drivers must meet the standards of the profession, perfectly bilingual, courteous and professional at all times, and responsible for ensuring quality service;

- c) the supplier must provide a replacement driver in the event of sickness or vacation for the period of the contract;
- d) drivers must have a valid driver's license for the period of the contract and must be able to provide the vehicle's safety certificate in accordance with the laws Provincial of Ontario at all times;
- e) drivers will be required to collect data on the number of passengers per trip to statistical purposes;
- f) drivers must wear clean clothing and accessories that are suitable for workplace;
- g) drivers must have a cellular phone (or similar device) in order to ensure the smooth running and efficiency of the service; signs must be visible in shuttle buses to identify the destination and the department;
- h) personnel audio devices such as but not limited to earbuds are not allowed while the vehicle is in operation due to safety concerns;
- i) drivers are allowed and may listen to vehicle audio programs only through the vehicle radio; and
- j) driver must check DND identification card (ID) of all personnel.

ANNEX "B" – BASIS OF PAYMENT

The Bidder must provide daily services in accordance with Annex A – Statement of Work at the following rates.

Basis of payment will be firm monthly rate, applicable taxes are extra.

1) Pricing for initial period from Jan 20, 2020 to January 31, 2021 inclusive:

Month	Firm Monthly Rate (\$) before Taxes = A	Taxes (\$) = B	Monthly Rate including Taxes = A+B
January 2020			
February 2020			
March 2020			
April 2020			
May 2020			
June 2020			
July 2020			
August 2020			
September 2020			
October 2020			
December 2020			
January 2021			
Subtotal	Sub#1 =	Sub#2 =	Sub#3 =

Solicitation No. - N° de l'invitation
W5942-19TN07/A
Client Ref. No. - N° de réf. du client
W5942-19TN07

Amd. No. - N° de la modif.
File No. - N° du dossier
lp001. W5942-19TN07

Buyer ID - Id de l'acheteur
lp001
CCC No./N° CCC - FMS No./N° VME

2) **Pricing for optional year for the period from February 01, 2021 to January 05, 2022 inclusive:**

Month	Firm Monthly Rate (\$) before Taxes = A	Taxes (\$) = B	Monthly Rate including Taxes = A+B
February 2021			
March 2021			
April 2021			
May 2021			
June 2021			
July 2021			
August 2021			
September 2021			
October 2021			
December 2021			
January 2022			
Subtotal	Sub#1 =	Sub#2 =	Sub# 3 =

Solicitation No. - N° de l'invitation
W5942-19TN07/A
Client Ref. No. - N° de réf. du client
W5942-19TN07

Amd. No. - N° de la modif.
File No. - N° du dossier
lp001. W5942-19TN07

Buyer ID - Id de l'acheteur
lp001
CCC No./N° CCC - FMS No./N° VME

ANNEX “C” – ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

ANNEX "D" – INFORMATION AND CONTACTS

1. Bidder Information

Name:	
Position/title:	
Telephone number:	
Cellular number:	
Fax number:	
E-mail address:	

2. Company Information

Company name:	
Legal name of the company:	
Street address:	
City:	
Province/ State:	
Postal /Zip or Area Code:	
Direct phone number:	
Fax number:	
Toll free number:	
Reservation phone number:	
Reservation e-mail address:	
Website address:	
PBN:	

Note: Procurement Business Number (PBN) for Canadians Bidders only

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 issuance of a standing offer. Suppliers may register for a PBN in the Supplier Registration Information service on line at:

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>

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

ANNEX "E" - 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:
 - 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