



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada

Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300

Montréal  
Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest  
7e étage, suite 7300

Montréal  
Québec

H5A 1L6

<b>Title - Sujet</b> RISO Bus & Driver Rental	
<b>Solicitation No. - N° de l'invitation</b> W3934-19C348/A	<b>Date</b> 2020-01-28
<b>Client Reference No. - N° de référence du client</b> W3934-19C348	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTA-170-15629
<b>File No. - N° de dossier</b> MTA-9-42214 (170)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-03-09</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b> Voir doc.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cimpan, Cristina	<b>Buyer Id - Id de l'acheteur</b> mta170
<b>Telephone No. - N° de téléphone</b> (514)604-3855 ( )	<b>FAX No. - N° de FAX</b> (514)496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE C.P. 100 Succ. Bureau-Chef URSC (E) J4 Contract ATTEN: Adjudant Gaetan Lebeau Garison St-Jean QC- Richelain J0J 1R0 Canada	
<b>Security - Sécurité</b> 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**

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

#### **Description**

Request for Standing Offers (RFSO) to provide, upon request, a chartered bus service with driver to meet various requirements established for the transportation of people on behalf of the Department of National Defence (DND) of the four regions in Québec: Montréal, Estrie, Outaouais and Montérégie.

#### **Bus categories:**

- a) Category A – Coach;
- b) Category B, with three subcategories:
  - B-1 – Semi-Coach;
  - B-2 – Standard School Bus;
  - B-3 – Standard minibus.

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The offeror may make an offer for a single bus category (category A or category B) or for both bus categories (category A and category B), for one or more regions. Thus, a maximum of eight (8) standing offers may be issued.

### **Contract period**

The period for making call-ups against the Standing Offer is from the date of issue for 2 years, with the option to extend for one additional year.

### **Canadian content**

The requirement is limited to Canadian services.

### **epost Connect service**

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **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.

### **1.4 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## **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](#) (2019-03-04) 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 in the RFSO.

**By mail or in person, at the following address:**

Public Services and Procurement Canada  
Acquisitions Directorate - Quebec Region  
800, rue de la Gauchetière Ouest, Portal South-west, Suite 7300  
Montréal, Quebec H5A 1L6

**By facsimile, at the following number: (514) 496-3822**

**Note:** For offerors choosing to submit using **epost Connect** for offers closing at the Bid Receiving Unit in the Québec Region, the email address is:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### **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 seven (7) 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 Québec.

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 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.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 the Annex B, Basis of Payment and to the included grid for pricing.

##### **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.

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

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

### **4.1 Evaluation Procedures**

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Desirable responsible purchasing criteria (see Annex C)

The offerors must fill out the grid of the Annex C – Statement of commitment to sustainable development, and attach it to their offer. The offeror who meets the minimum threshold of commitments specified in the Annex C will benefit from 10% preferential margin, only for the purpose of the financial evaluation. If the offeror does not fill out the grid of the Annex C or does not meet the minimum threshold of commitments of the Annex C, its offer will not be considered for the preferential margin.

**Note:**

Participation in this selection process is optional and is not required to be considered for issuance of a Standing Offer. The Responsible purchasing criteria are used only for the identification of offerors who can benefit from the 10% preferential margin on evaluation.

#### 4.1.2 Financial Evaluation

The offers evaluation will be done for each bus category and for each region. A maximum of eight (8) standing offers may be issued following this request for standing offer (one standing offer per region per category). One offeror could obtain one standing offer for more than one region and/or for more than one category.

The offeror must complete the grid 'Pricing' of the Annex B – Basis of payment.

##### 4.1.2.1 Preferential margin

For financial evaluation purpose only, a preferential margin of 10% will be applied for the offerors who meet at least four (4) commitments to sustainable development, specified in Annex C.

The price of the standing offer will not include the preferential margin. Thus, the evaluated price and the standing offer price could be different.

The evaluation price for each offer will be calculated as follows:

Estimated total price – 10% (preferential margin, if applicable) = Evaluated price,

where the Estimated total price is the Estimated Total for 3 years for the category and the region for which the offeror offered its services, according to the grid 'Pricing' from Annex B – Basis of payment.

##### Example of preferential margin application

The XYZ Enterprise offers its services for the Montréal region, Category A, for an estimated total price of \$1000, but it does not meet the minimum threshold of commitments to sustainable development. Thus, the XYZ Enterprise will be evaluated without the preferential margin.

The ABC Enterprise offers its services for the Montréal region, Category A, for an estimated total price of \$1050 and it decides to pass the optional process for a sustainable development and it meets the minimum threshold of commitments to sustainable development. The ABC Enterprise will be evaluated using a 10% preferential margin.

Enterprise	Quoted price (Standing offer price)	Evaluated price
XYZ	\$1000	\$1000*100% = \$1000
ABC	\$1050	\$1050*90% = \$945

## 4.2 Basis of Selection

SACC Manual Clause [M0069T](#) (2007-05-25), Basis of Selection

## 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

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MTA170  
N° CCC / CCC No./ N° VME - FMS

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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**

This procurement is limited to Canadian services.

The Offeror certifies that:

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

#### **5.2.3.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition**

### **5.2.3.2 Statement of commitment to sustainable development**

The suppliers who have declared that they have reached the minimum threshold for commitments to sustainable development must, in order to benefit from the preferential margin, provide the supporting documents for at least four (4) commitments.

## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer**

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 perform the Work in accordance with the Statement of Work at Annex A.

#### **7.2 Security Requirements**

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

The data must be submitted annually, at the end of July, to the Standing Offer Authority.

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

The reports must contain the following information:

- the standing offer number;
- the supplier name;
- the reporting period;
- the call-up number for each call-up, including amendments;
- the date of the call-up;
- the call-up period;
- the services provided (the bus category and the region);
- the value of the call-up, Goods or Services Tax/Harmonized Sales Tax included.

N° de l'invitation - Sollicitation No.  
W3934-19C348/A  
N° de réf. du client - Client Ref. No.  
W3934-19-C348

N° de la modif - Amd. No.  
File No. - N° du dossier  
MTA-9-42214

Id de l'acheteur - Buyer ID  
MTA170  
N° CCC / CCC No./ N° VME - FMS

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## **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 the date of issue for two (2) years.

### **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 \_\_\_\_\_ to \_\_\_\_\_ (*the dates will be confirmed at issue of the standing offer*) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### **7.4.3 Delivery Points**

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

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Cristina Cimpan  
Title: Acting Procurement Agent  
Public Works and Government Services Canada  
Acquisitions Branch Directorate Supply  
Address: 800 de la Gauchetière Ouest, suite 7300, Montréal (Québec), Canada, H5A 1L6

Telephone: 514-604-3855  
Facsimile: 514-496-3822  
E-mail address: [cristina.cimpan@tpsgc-pwgsc.gc.ca](mailto:cristina.cimpan@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**

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

N° de l'invitation - Solicitation No.  
W3934-19C348/A  
N° de réf. du client - Client Ref. No.  
W3934-19-C348

N° de la modif - Amd. No.  
File No. - N° du dossier  
MTA-9-42214

Id de l'acheteur - Buyer ID  
MTA170  
N° CCC / CCC No./ N° VME - FMS

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Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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 Users authorized to make call-ups against the Standing Offer are the MDN representatives for the targeted regions.

## 7.8 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 paragraph 2 below, or by using Canada acquisition cards (Visa or 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. The following form could be used which is available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer

## 7.9 Limitation of Call-ups

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

## 7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sums for each region of:

- \$2,300,000 for Montérégie, for both categories A and B ;
- \$600,000 for Montréal, for both categories A and B ;
- \$200,000 for Estrie, for both categories A and B ;
- \$100,000 for Outaouais, for both categories A and B,

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 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 Work;
- f) Annex B, Basis of Payment;
- g) Annex D, 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

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 Québec.

## 7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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**

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

Section 13 Interest on Overdue Accounts, of [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

### **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.

#### **7.3.2 Service Startup**

The service must be available (bus and driver) for a departure within 24 hours from the receipt of the call-up against the standing offer.

### **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 - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

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

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

#### **7.5.2 Limitation of Price**

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

#### **7.5.3 Single Payment**

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

#### **7.5.4 SACC Manual Clauses**

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

#### **7.5.5 Electronic Payment of Invoices – Call-up**

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

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

#### **7.6 Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

2. Invoices must be distributed as follows:

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

#### **7.7 Insurance Requirements**

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

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

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

#### **7.8 SACC Manual Clauses**

[A9062C](#) (2011-05-16) - Canadian Forces Site Regulations

## ANNEX "A"

### STATEMENT OF WORK

#### 1. Objective of the Standing Offer

Provide, upon request, a chartered bus service with driver to meet various requirements established for the transportation of people on behalf of the Department of National Defence (DND) of the four regions in Québec: Montréal, Estrie, Outaouais and Montérégie.

#### 2. General

- 2.1** Provide services, based on various departure points such as schools, shopping centres, cadet corps, military bases or any other meeting point.

**For information only:** For the Montréal, Estrie and Outaouais regions, most activities (approximately 95%) take place during the weekend. For the Montérégie region, requirements are for seven days a week.

- 2.2** Call-ups will be placed based on the departure points in each region.

- 2.3** Provide the number and category of vehicles required based on the requirements set out for each call-up submitted by the DND Technical Authority.

- 2.4** At all times, the vehicle provided by the Contractor must be clean on the outside, that is to say without stains and sludge, and the interior must be without stains, litter or odor (human, litter, spill) that could result from previous transportation. In addition, the vehicles must be serviceable in accordance with the transportation laws applicable in Québec and Ontario.

#### 3. Departure and Arrival Locations

##### 3.1 Departure Locations:

- a)** For the Greater Montréal region:  
All departures will be from the Montréal region from EAST / WEST of Vaudreuil-Dorion to Repentigny, north of Montréal to the Lower Laurentians and the surrounding area.
- b)** For the Estrie region:  
All departures will be from the cadet corps in Coaticook, Haut St-François, Magog, Sherbrooke, Frontenac, Granby, Waterloo and the surrounding area.
- c)** For the Outaouais region:  
All departures will be from the cadet corps in Gatineau Gatineau, Hull, Louis Joseph Papineau, Bassin de la Lièvre, Ottawa, Rockland, Kanata, Barrhaven and the surrounding area.
- d)** For the Montérégie region:  
All departures will be from the Saint-Jean Garrison, Farnham Garrison or Saint-Hubert Garrison and from the Montérégie cadet corps from Valleyfield to the Richelieu Valley and the surrounding area

**3.2** Arrival Locations: the arrivals will be everywhere in Québec. For example, Island of Montréal, Laval, Lower Laurentians, Vaudreuil-Dorion to Repentigny, and in the region of the National Capital and the surrounding area.

Departures and arrivals will be specified when issuing the call-ups.

#### 4. Vehicle Categories

**4.1** Provide each coach / bus with driver, in accordance with the following minimum specifications, according to the concerned category:

Categories	Category A	Category B		
	Category A Coach	Category B-1 Semi-Coach	Category B-2 Standard School Bus	Category B-3 Standard Minibus
<b>Coach / Bus Capacity</b>	Minimum 50 passengers	Minimum 48 passengers	Minimum 48 passengers	Minimum 21 passengers
<b>Coach / Bus Characteristics</b>	1- Reclining seats 2- Tinted windows 3- Air conditioning 4- Toilet 5- Interior and exterior luggage compartments	Interior and exterior luggage compartments	N.A.	N.A.

**4.2** The Contractor must be authorized to transport according to the standards of the Commission des Transports du Québec for the departure point for which they offered their services.

The Contractor must hold valid security certificates, registrations and insurance to carry on business in Québec and Ontario, as applicable in accordance with the applicable transportation law for the duration of the contract.

The Contract must submit proof that they hold the required permits within 24 hours of the request from Canada.

**4.3** Requirements

Each vehicle provided by the Contractor must be equipped with a first aid kit and a working fire extinguisher.

Each vehicle provided by the Contractor must have functional heating and air conditioning systems.

#### 5. Contractor's Contact Information

The Contractor must provide the DND Technical Authority with all relevant phone, cell, fax and / or other relevant numbers to contact them or their representative at all times during the entire duration of the Standing Offer.

## **6. Required Services**

At all times, according to the Basis of Payment in Annex B and to the Excel "Pricing" table, the Contractor undertakes to provide chartered transportation of passengers (cadets) for the region(s) and for the category (ies) for which they have offered their services.

## **7. Replacement Vehicle**

- 7.1** In the event of operational problems with a vehicle supplied, the Contractor undertakes to supply a replacement vehicle equivalent to that supplied initially or better, that is to say of the same capacity and with the same characteristics, within a maximum of 2 hours, at no additional cost.
- 7.2** The Contractor will make the necessary arrangements with the DND Technical Authority to resolve the current problem and to provide for the anticipated transportation of personnel.

## **8. Luggage**

- 8.1** In no case should luggage be free inside a bus. When the exterior luggage compartments are filled and it is necessary to place luggage inside the vehicle, it must be placed at the rear and not higher than the height of the seats.
- 8.2** In the event of an excess of luggage at the rear, it must be securely retained, using suitable nets or straps, to avoid slipping forward of the vehicle.

## **9. Departure Hours**

The Contractor's drive must report to the specified departure point at the scheduled time.

## **10. Working Language: French.**

## ANNEX "B"

### BASIS OF PAYMENT

#### Instructions for Bidders

#### THE OFFEROR MUST COMPLETE THE ATTACHED EXCEL FILE: PRICING.

##### 1. For all Departure Points:

- a) The Offeror may make an offer for a single bus category (Category A or B) or for both bus categories (Categories A and B), for a single region, two, three or for all 4 regions.

The two bus categories are:

- Category A - Coach;
- Category B, with three subcategories:
  - B-1 - Semi-Coach;
  - B-2 – Standard School Bus;
  - B-3 – Standard Minibus.

The four regions are: Montréal, Estrie, Outaouais and Montérégie.

- b) The Offeror must indicate a rate for each item in Annex B, for each of the years of the Standing Offer for the category (ies) for which they are bidding. The total amount of the Goods and Services Tax or the Québec Sales Tax must be indicated separately, if applicable.
- c) The quantities indicated in Annex B are estimates and are provided for information, for the financial evaluation of bids only. No minimum quantity will be guaranteed by Canada.
- d) The prices submitted include all costs relating to the driver and vehicle, including fuel costs, rights and permits, operating costs and the Contractor's profit, plus applicable taxes.

For the regions of Montréal, Estrie and Outaouais, the prices submitted also include the costs for weekends and statutory holidays.

##### 2. Definition of Rates

###### a) Fixed Rate for a Trip:

- a1) **Fixed Rate for a Round Trip:** firm base rate for the movement of a bus from the Contractor's location to the Client's Departure Point. The round trip is done with passengers or according to a2);
- a2) **Fixed Rate for to Go TO OR FROM:** firm base rate for the movement of a bus from the Contractor's location to the Client's Departure Point. Only going or coming back is done with passengers.

- b) **Hourly Waiting Rate:** firm hourly rate charged for the waiting time attributable to a delay caused by the DND or when the required service involves waiting on site.
- c) **Unit Rate per Km:** firm unit rate charged for each kilometer traveled from the Contractor's point of service closest to the designated Departure Point designated by the DND Technical Authority, until their return to the point of service. This rate is added to the fixed rate for a trip. For example, for a 75 km to and 75 km from trip, the rate per kilometer applies to 150 km.
- d) **Transportation Hourly Rate:** firm hourly rate charged for each hour of service calculated between the time the bus leaves the point of service closest to the Departure Point designated by the DND Technical Authority and the bus returns to its point of service. This rate is added to the fixed rate for a trip.

**Note:** Of the two rates mentioned above (Rate per KM and Transportation Hourly Rate), the higher of the two will be retained for billing and payment purposes.

- e) **Fixed Rate for the Driver's Night Accommodation:** fixed rate for night accommodation, including all costs (accommodation and meals) if the bus does not return on the same day.
- f) **Fixed Rate for Additional Driver:** this fixed rate applies when the services required for a bus exceed 16 hours per day. This firm hourly rate will then be charged for an additional driver.
- g) **Cancellation with Trip:** firm fixed amount paid if the trip ordered is canceled when the bus is on its way to the Departure Point or if it has already arrived.
- h) **Cancellation without Trip:** firm fixed amount payable by the DND to the Contractor if the trip ordered is canceled less than six (6) hours before the scheduled departure time.

**Note:** Any cancellation of a planned trip done more than six (6) working hours before the scheduled departure time will not incur any costs for the DND.

- i) **Firm Increase for Weekends:** increase applicable for Saturday and Sunday.
- j) **Firm Increase for Statutory Holidays:** increase applicable for statutory holidays. Statutory holidays are: New Year's Day, Christmas Day, Boxing Day, Good Friday to Easter Sunday, Victoria Day (in May), June 24 (St-Jean-Baptiste), July 1<sup>st</sup> (Confederation), Labour Day (in September) and Thanksgiving Day (in October).

## ANNEX "C"

### STATEMENT OF COMMITMENT TO SUSTAINABLE DEVELOPMENT

The Department of Public Services and Procurement Canada (PSPC) implements the federal government's Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>) as well as the Greening Government Strategy from the Treasury Board of Canada Secretariat (<https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html>).

Consequently, responsible purchasing criteria are integrated into this Standing Offer in order to "reduce greenhouse gas (GHG) emissions to the atmosphere" and "increase the resiliency of (the government's) assets, services, and operations to adapt to the changing climate."

The responsible purchasing criteria are used only for the selection and identification of tenderers who can benefit from the 10% preferential margin on evaluation. Participation in this selection process is optional and is not required to be considered for issuance of a Standing Offer.

Suppliers who have declared that they have reached the minimum threshold for commitments to sustainable development must, in order to benefit from the preferential margin, provide the supporting documents for at least 4 commitments.

For each "Commitment to Sustainable Development" identified in the "List of Commitments to Sustainable Development" table where you answer "Yes", you must have the appropriate supporting documents. Each supporting document provided must be identified with the corresponding commitment number, highlighted on the first page of the document.

To benefit from the 10% preferential margin on evaluation, all the following conditions must be met:

- Meet the mandatory general requirements to be considered for a Standing Offer.
- Declare having incorporated in their business practises at least 4 of the commitments to sustainable development in this annex.
- Provide satisfactory supporting documents for the 4 commitments within the prescribed timeframe.

### List of Commitments to Sustainable Development

#	Commitment to Sustainable Development	Yes	No	Supporting Documents
C1	At least 20% of the supplier's fleet of vehicles is hybrid, electric or with alternative fuel (bio-LNG or propane).			Inventory of the supplier's fleet of vehicles with hybrid, electric or alternative fuel models clearly identified.
C2	The supplier uses an engine idling management system on its vehicles AND / OR the supplier uses an anti-idling system (e.g., engine block heater, auxiliary heating or air conditioning system, auxiliary generator, etc.)  AND  The supplier uses vehicles with a vehicle telemetry system and a geographic positioning system (GPS). The supplier has set up a route optimization system.			Description of the system (s) used and supporting proof of purchase of the auxiliary system.
C3	The supplier uses tires with low rolling resistance AND / OR recycled tires.			Proof or purchase of the tires in the last 2 years.
C4	At least 25% of vehicle drivers have taken eco-driving training in the last 2 years.			The list of all drivers with the confirmation that they have taken or not the training.
C5	The supplier is certified ISO 14001 :2015.			Copy of certification.
C6	The supplier has installed speed limiters on their vehicles.			Proof of purchase and installation.

## ANNEX "D"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

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

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**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 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 #3 - Drive Government Automobiles Endorsement
  - 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:
    - i. 8 to 12 Passengers: \$5,000,000
    - ii. 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

N° de l'invitation - Solicitation No.  
W3934-19C348/A  
N° de réf. du client - Client Ref. No.  
W3934-19-C348

N° de la modif - Amd. No.  
File No. - N° du dossier  
MTA-9-42214

Id de l'acheteur - Buyer ID  
MTA170  
N° CCC / CCC No./ N° VME - FMS

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## **ANNEX "E"**

### **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);

