

**CANADIAN HERITAGE**  
**REQUEST FOR QUOTATIONS**

REQUEST NUMBER: 10192091

TITLE OF PROJECT: Ground transportation services (vehicles with drivers) for the Tokyo 2020 Olympic and Paralympic Games (T2020 Games) in Japan

REQUEST DATE: March 16<sup>th</sup>, 2020

CLOSING DATE AND TIME: April 3<sup>rd</sup>, 2020 at 2:00 p.m. (EDT)

ADDRESS ALL ENQUIRIES: Line Séguin  
Procurement and Contract Specialist  
Contracting and Materiel Management  
Canadian Heritage  
Telephone: 819-997-2389  
Email: [PCH.contrats-contracting.PCH@canada.ca](mailto:PCH.contrats-contracting.PCH@canada.ca)

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A".

If you are interested in undertaking this project, your proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to **2:00 p.m. (Eastern Daylight Time) on April 3<sup>rd</sup>, 2020** at [PCH.contrats-contracting.PCH@canada.ca](mailto:PCH.contrats-contracting.PCH@canada.ca).

It is the Bidder's responsibility to ensure that their proposals are delivered to the above noted tender e-mail address no later than the time and date specified.

Bidders submitting a proposal are also requested to complete the Offer of Services attached at Annex "C".

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>4</b>
1.1 SECURITY REQUIREMENTS .....	4
1.2 STATEMENT OF WORK.....	4
1.3 DEBRIEFINGS.....	4
1.4 OTHER INFORMATION .....	4
1.5 TRADE AGREEMENTS.....	4
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	7
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>8</b>
3.1 BID PREPARATION INSTRUCTIONS .....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	10
4.3 INTERNAL APPROVAL.....	10
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	11
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 STATEMENT OF WORK.....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	13
6.7 PAYMENT .....	13
6.8 INVOICING INSTRUCTIONS .....	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.10 APPLICABLE LAWS.....	14
6.11 OFFICIAL LANGUAGES .....	14
6.12 GREEN PROCUREMENT .....	15
6.13 DISPUTE RESOLUTION SERVICES .....	15
6.14 CONTRACT ADMINISTRATION .....	15
6.15 PRIORITY OF DOCUMENTS .....	15
6.16 INSURANCE REQUIREMENTS.....	16
<b>ANNEX “A” .....</b>	<b>17</b>
STATEMENT OF WORK .....	17
<b>ANNEX “B” .....</b>	<b>20</b>

BASIS OF PAYMENT .....20

**ANNEX “C” ..... 22**

OFFER OF SERVICES .....22

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirements associated with sensitive government information and assets. However, the Contractor must ensure that the drivers have no criminal record.

### **1.2 Statement of Work**

Refer to Annex "A" – Statement of Work.

### **1.3 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.

### **1.4 Other information**

If you have issues or concerns regarding the solicitation, you have the option of raising them with the Department or with the Office of the Procurement Ombudsman. The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$ 25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO, by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### **1.5 Trade agreements**

The requirement is subject to the provisions of the following trade agreement:

- Canadian Free Trade Agreement (CFTA)

## 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) (<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.

### 2.2 Submission of Bids

Bids must be submitted by e-mail to the Contracting Authority identified in the bid solicitation by **2:00 p.m. (Eastern Daylight Time) on April 3<sup>rd</sup>, 2020** at [PCH.contrats-contracting.PCH@canada.ca](mailto:PCH.contrats-contracting.PCH@canada.ca).

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before 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, "fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation](#)

*Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

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

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

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

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

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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 five (5) business 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.

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, Canada.

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 sections as follows:

- Section 1: Technical Bid
- Section 2: Financial Bid
- Section 3: Certifications
- Section 4: Additional Information

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

#### **Section 1: 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 2: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "B" - Basis of Payment.

#### **Section 3: Certifications**

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

#### **Section 4: Additional Information**

Bidders must submit a completed Offer of Services Form – Annex "C" – with their bid.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

#### 4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

##### 4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria (MT)		
MT1	<b>Corporate curriculum</b>  The Bidder must clearly demonstrate having at least five (5) years of experience within the last fifteen (15) years in car rental services with drivers.	Pass <input type="checkbox"/>  Fail <input type="checkbox"/>  <b>Comments:</b>
MT2	<b>Transport license</b>  The Bidder must provide a copy of a valid passenger transport license issued by the appropriate legal entities.	Pass <input type="checkbox"/>  Fail <input type="checkbox"/>  <b>Comments:</b>
MT3	<b>Drivers' experience and minimum age</b> <ul style="list-style-type: none"> <li>• The Bidder must provide a CV for each proposed driver, clearly indicating a minimum of one (1) year of experience as a driver for a car rental firm.</li> <li>• Each driver must be at least 21 years old.</li> </ul>	Pass <input type="checkbox"/>  Fail <input type="checkbox"/>  <b>Comments:</b>
MT4	<b>Driver's license</b>  The Bidder must provide a copy of a valid driver's license for each proposed driver.	Pass <input type="checkbox"/>  Fail <input type="checkbox"/>  <b>Comments:</b>
MT5	<b>Language</b>  The Bidder must demonstrate that each driver has the capacity to understand and speak Japanese and English.	Pass <input type="checkbox"/>  Fail <input type="checkbox"/>  <b>Comments:</b>

#### **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### **4.3 Internal Approval**

Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

## **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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, 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 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 requirements associated with sensitive government information and assets. However, the Contractor must ensure that the drivers have no criminal record.

### 6.2 Statement of Work

The Contractor must provide the work as per the Statement of Work 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

Olympic period: The expected commencing date is on or about July 18, 2020, with an expected completion date of August 10, 2020.

Paralympic period: The expected commencing date is August 19, 2020, with an expected completion date of September 7, 2020.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Line Séguin  
Procurement and Contract Specialist  
Contracting and Materiel Management  
Canadian Heritage  
15 Eddy Street, 9<sup>th</sup> Floor  
Gatineau, Québec Canada  
K1A 0M5

Telephone: 819-997-2389

Email: [pch.contracts-contracting.pch@canada.ca](mailto:pch.contracts-contracting.pch@canada.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 identified at contract award)*:

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 Technical Authority

The Technical Authority for the Contract is *(to be identified at contract award)*:

The Technical Authority is the representative of the department 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. The Technical 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.

### 6.5.4 Contractor's Representative

*(to be identified at contract award)*

## 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 Basis of Payment

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_, as per Annex "B" – Basis of Payment. Customs duties and applicable taxes are included.

### 6.7.1 Limitation of Expenditures

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **6.7.2 Method of Payment – Single Payment**

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

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

### **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: The original and one (1) copy must be forwarded to the Project Authority of the Contract for certification and payment.

### **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 \_\_\_\_\_(province), Canada. *(to be inserted at contract award)*.

### **6.11 Official Languages**

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

## 6.12 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

## 6.13 Dispute Resolution Services

The parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Works and Government Services Act* and section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## 6.14 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## 6.15 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) 2010C (2018-06-21) General Conditions - Medium Complexity - Services;
- (c) Annex "A" - Statement of Work;

- (d) Annex "B" - Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_, 2020.

**6.16 Insurance requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



## ANNEX "A"

### STATEMENT OF WORK

#### 1. Title

Ground transportation services (vehicles with drivers) for the Tokyo 2020 Olympic and Paralympic Games (T2020 Games) in Japan.

#### 2. Background

##### 2.1. Objective

The objective of this service contract is to safely and efficiently transport the Canadian Federal Delegation and the mission team to many sport and non-sport venues during the T2020 Games.

##### 2.2. Context

The Department of Canadian Heritage (Sport Canada) is responsible for the organization and coordination of the Government of Canada activities at international Games. This includes providing onsite support to the Canadian Federal Delegation and liaising with the Canadian Embassy in Japan, the Canadian Olympic Committee and the Canadian Paralympic Committee, as well as coordinating the onsite security.

Hiring the services of drivers as well as vehicles is instrumental to the Sport Canada's mission team daily operations.

##### 2.3. Assumptions

- The T2020 Olympic Games will take place from July 24 to August 9, 2020 and the T2020 Paralympic Games from August 25 to September 6, 2020, in Japan.
- Transportation of approximately 4-5 dignitaries safely within the timelines.
- The Contractor will conduct their own criminal record check.

##### 2.4. Reference Document

To assist drivers to navigate the T2020 Games road network to all sport and non-sport venues and dignitary hotels and airports, refer to the Games footprint: <https://tokyo2020.org/en/games/venue/>

#### 3. Requirements

##### 3.1. Scope

Sport Canada requires a service contract for vehicles with drivers for the Canadian Federal Delegation as part of the T2020 Olympic and Paralympic Games in Japan. The services of two (2) vehicles (1 van and 1 sedan) and two (2) drivers will be required during each Games period.

##### 3.2. Tasks and Activities

The Contractor is required to conduct the following tasks and activities:

- 3.2.1. Through practical screening and interviews, provide a minimum of two (2) drivers and two (2) vehicles (one 7 passenger van and one 4 passenger sedan) for each Games period as follows:

- (i) Olympic period: 2 drivers and 1 van and 1 sedan for July 18 to August 10 (total of 24 days) (to be confirmed\*), with possible overtime on certain days which will be determined on a day to day need;
- (ii) Paralympic period: 2 drivers and 1 van and 1 sedan for August 19 to September 7 (total of 20 days) (to be confirmed\*), with possible overtime on certain days which will be determine on a day to day need.

\*The Canadian Federal Delegation participation periods should be confirmed by June 1, 2020, or earlier if possible.

- 3.2.2. Ensure the Contractor is reliable and in good standing;
- 3.2.3. Ensure the vehicles are clean, in good working order, equipped with GPS (tracker) and, if possible, dashboard cameras;
- 3.2.4. Ensure the drivers are at each respective starting location and ready 30 minutes before the scheduled departure time;
- 3.2.5. Ensure the drivers are familiar of the region and road network to safely transport the Canadian Federal Delegation and navigate the T2020 Games road network to all sport and non-sport venues, dignitary hotels and airports, as well as and Sport Canada locations where mission team will operate.
- 3.2.6. Provide the same drivers assigned to the same vehicle throughout the duration of each Games period;
- 3.2.7. Ensure that all drivers meet the minimum dress code standards during their working hours (dress shirt and/or mission attire, dress pants);
- 3.2.8. Ensure that each driver has their own cellular phone and have enough data to conduct their business, as well as communicate with the Transportation Coordinator and/or members of the Canadian Federal Delegation, including in cases of emergencies, accidents, mechanical problems, and/or incidents that may cause the vehicle to be delayed for any extended period of time;
- 3.2.9. Provide an immediate replacement driver and/or vehicle should there be an issue with a driver (e.g. illness) or vehicle (e.g. mechanical issue, car collision, theft);
- 3.2.10. Ensure the drivers report any damages to the vehicle to the Sport Canada Transportation Coordinator immediately;
- 3.2.11. Ensure the drivers contact the Sport Canada Transportation Coordinator for guidance in the event of a requested route change by an approved passenger;
- 3.2.12. Consult and work closely with the Sport Canada Transportation Coordinator to establish driver schedule;
- 3.2.13. Provide the Sport Canada Transportation Coordinator the name of all of the drivers, their assigned vehicle, their assigned cellphone numbers, license plate number, as well as proof that each of the drivers has a valid driver's license;
- 3.2.14. Ensure that each driver attend the Sport Canada Transportation Coordinator's briefing that will take place the first day of operation, which will cover the following areas:
  - (i) introduce Sport Canada mission team;
  - (ii) review outline of procedures and protocols (review contract roles and responsibilities);

- (iii) review tools, (e.g. schedule, tracking drivers' working hours);
- (iv) confirm driver's accreditation;
- (v) review protocol in case of an accident or emergency or theft.

3.2.15. Ensure that each driver complete their daily tracking sheet to record the hours of work, and any relevant expenses (such as parking, tolls or washroom fees). Forms will be explained and distributed during the Sport Canada Transportation Coordinator's briefing.

#### **4. Language of Work**

Drivers must have the capacity to understand and speak Japanese and English.

#### **5. Special Requirements**

Drivers may require accreditation. If so, the Organizing Committee for the Tokyo 2020 Games (OCT2020) will provide the accreditation. Drivers will be required to provide their personal information to the OCT2020. Subsequently, the OCT2020 will provide a training session on how to navigate through the Games footprint once drivers are accredited. The Sport Canada Transportation Coordinator will facilitate the accreditation process.

#### **6. Work Location**

Vehicles and drivers for the T2020 Games are required to work in Tokyo, Japan, and will operate within the Games footprint, such as sport venues, the Athlete's Village, and dignitary hotels, as well as the Haneda and Narita International airports.

## ANNEX "B"

### BASIS OF PAYMENT

The Contractor shall not arrange or incur any expenditure other than those stipulated in the contract on behalf of her Majesty without prior authorization by the Contracting Authority.

The Contractor will be paid in accordance with the following Basis of Payment pursuant to the Contract. All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and applicable tax(es) are included.

For the purpose of this Contract, a day is defined as twelve (12) hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

#### A. Period of the work

The services of the Contractor will be required for a period of approximately 2 months commencing on or about July 18, 2020, with an expected completion date of August 10, 2020 for the Olympic period. For the Paralympic period, the expected commencing date is August 19, 2020, with an expected completion date of September 7, 2020.

#### 1.0 Fees

The Contractor will be paid all-inclusive hourly rates as follows, for work performed in accordance with the Contract. Customs duties and applicable taxes are included.

Category (including driver)	*All-inclusive Hourly rate	**Estimated number of hours	Sub-total
Vehicle #1 (Van) Olympics: 12 hour days x 24 days = 288 hours	\$	288 hours	\$
Vehicle #1 (Van) Paralympics: 12 hour days x 20 days = 240 hours	\$	240 hours	\$
Vehicle #2 (Sedan) Olympics: 12 hour days x 24 days = 288 hours	\$	288 hours	\$
Vehicle #2 (Sedan) Paralympics: 12 hour days x 20 days = 240 hours	\$	240 hours	\$
Overtime - Vehicle #1 (Van) Olympics: 2 hours/day x 24 days = 48 hours  (only if approved by Sport Canada onsite Transportation Coordinator)	\$	48 hours	\$
Overtime - Vehicle #1 (Van) Paralympics: 2 hours/days x 20 days = 40 hours  (only if approved by Sport Canada onsite Transportation Coordinator)	\$	40 hours	\$
Overtime - Vehicle #2 (Sedan) Olympics: 2 hours/day x 24 days = 48 hours  (only if approved by Sport Canada onsite Transportation Coordinator)	\$	48 hours	\$

Overtime - Vehicle #2 (Sedan) Paralympics: 2 hours/days x 20 days = 40 hours  (only if approved by Sport Canada onsite Transportation Coordinator)	\$	40 hours	\$
<b>Total Cost for Evaluation Purposes</b>			<b>\$</b>

\*All inclusive hourly rate: includes vehicle, driver, toll, fuel, insurances, accommodations and living expenses.

\*\*Estimated number of hours at bidding time for evaluation purposes. Confirmation of the number of hours will be provided on June 1<sup>st</sup>, 2020.

**ANNEX “C”**

**OFFER OF SERVICES**

<i>(to be filled in by Bidder)</i>	
<b>Bidder's full legal name</b>	
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Bidder's Procurement Business Number (PBN)</b> <i>(see the <a href="#">Standard Instructions 2003</a>)</i>	
<b>Bidder's GST/HST/QST number</b>	
<b>Tax rate to be charged on any resulting contract</b>	Specify percentage: _____ %
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
<b>Former Public Servants</b>  See the Article in Part 2 of the bid solicitation for a definition of “Former Public Servant”.	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”
	Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____  If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”
<b>Integrity Provisions</b>  (as per Part 5 of the bid solicitation)	<p><b>Declaration of Convicted Offences</b></p> <p>Integrity Declaration Form (to be completed only when you meet all three of the following conditions):</p> <ol style="list-style-type: none"> <li>1. You are a government supplier</li> <li>2. You, one of your affiliates or a proposed first-tier subcontractor has been charged with or convicted of a criminal offence in a country other than Canada and to the best of your knowledge and belief, the offence may be similar to one of the listed offences in the <i>Ineligibility and Suspension Policy</i></li> <li>3. You are unable to provide any of the certifications required by the <u>integrity provisions</u>.</li> </ol> <p>Click <a href="#">here</a> to complete the form and instructions for its submittal.</p>

	<p><b>Required Documentation</b></p> <p>Section 17 of the <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">Ineligibility and Suspension Policy</a> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"><li>- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors</li><li>- Privately owned corporations must provide a list of the owners' names</li><li>- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners</li><li>- Suppliers that are a partnership do not need to provide a list of names</li></ul> <p>Suppliers may use this <a href="#">form</a> to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the <a href="#">form</a> online, print, sign and attach it to the bid.</p>
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 6 -Resulting contract clauses, included in the bid solicitation.</li></ol>	
<p><b>Signature of Authorized Representative of Bidder</b></p>	
<p>Signature: _____ Date: _____</p>	