



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Travaux publics et Services gouvernementaux
Canada
Voir dans le document/
See herein
NA
Québec
NA

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet Shuttle service and bus transportat Shuttle service and bus transportation	
Solicitation No. - N° de l'invitation 47419-225417/A	Date 2021-05-12
Client Reference No. - N° de référence du client 47419-225417	
GETS Reference No. - N° de référence de SEAG PW-\$MTA-490-16159	
File No. - N° de dossier MTA-0-43309 (490)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-06-15 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sirois, Richard	Buyer Id - Id de l'acheteur mta490
Telephone No. - N° de téléphone (514) 718-5993 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ASFC/CBSA 339 Ch Guay Saint-Bernard-de-La Québec J0J 1V0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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

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MTA490
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Note: Please note this bid solicitation is being tested as part of PSPC's Contract Modernization Initiative. For more information please consult the following <https://buyandsell.gc.ca/contract-modernization-initiative> .

1. Bid Solicitation

Canada requests bids from Bidders to meet its requirements. For the convenience of Bidders, a brief description is set out below with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, Canada appreciates and welcomes a bid.

1.1 Bids. Canada is seeking bids from bidders to provide Bus Transportation Services to Canada Boarder Services Agency (CBSA).

1.2 Term. The term of any resulting contract is for one (1) year, but Canada may extend the term for an additional one (1) year.

2. Bid Requirements

2.1 Canadian Content. The requirement is subject to a preference for Canadian services.

3. Bidder Requirements

3.1 Bidder Responsibilities. Each bidder must:

- a. obtain any clarification it considers necessary of the solicitation requirements before submitting a bid;
- b. prepare its bid in accordance with the solicitation instructions;
- c. submit a complete bid by the closing date and time as per the instructions noted in section titled "Bid Submission";
- d. ensure that its name, its return address, and the solicitation number, closing date, and time are clearly visible on any envelope or parcels or samples containing samples or any paper bid as applicable; and
- e. provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will enable Canada to make a complete evaluation based on the solicitation criteria.

3.2 Compliance with Code of Conduct. The bidder must comply with Canada's [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html). (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>)

3.3 Ineligibility and Suspension Policy. Each bidder must (i) comply with Canada's Ineligibility and Suspension Policy (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and applicable directives in effect on the bid solicitation issue date, which are incorporated into the bid solicitation, and (ii) submit an Integrity Declaration Form.

3.4 Conflict of Interest

- a. **Right to Reject.** Canada may reject a bid if the bidder, any of its subcontractors, or any of their respective employees or former employees
- i. was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of a conflict of interest, or
 - ii. had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the bidder an unfair advantage.
- b. **Experience Not an Unfair Advantage.** Canada will not consider any experience any bidder has acquired by providing the goods and/or services described in the bid solicitation (or similar goods and/or services), in itself, as conferring an unfair advantage or creating a conflict of interest.
- c. **Notification of Rejection.** If Canada intends to reject a bid under this section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations.

3.5 Federal Contractors Program for Employment Equity. The Federal Contractors Program for Employment Equity applies to this procurement.

3.6 Former Public Servants. Bidders who are former public servants in receipt of a pension or lump sum payment must provide the information required in the Annex-Bidder Declaration Form before contract award.

3.7 Bid Submission Form. Each bidder is required to include the Bid Submission Form (Annex-Bid Submission Form) with their bids. If Canada determines that the information required by the Bid Submission Form is incomplete or required correction, Canada will provide the bidder with a deadline to do so.

3.8 Declaration Form. Each bidder is required to submit a signed Bidder Declaration (Annex -Bidder Declaration Form) in which it certifies to Canada all the information required by the Bidder Declaration. If Canada determines that the information required by the Bidder Declaration Form is incomplete or requires correction, Canada will provide the bidder with a deadline to do so.

3.9 Proof of Insurance. The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the solicitation, can be insured in accordance with the Resulting Contract section entitled Insurance. If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Canada will render the bid non-compliant if the Bidder fails to meet the requirement within that time period.

4. Bid Submission

4.1 Bid Receiving Address

- a. Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation document.

PWGSC Québec Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation.

- b. Bids submitted by facsimile and mail will not be accepted.

4.2 Bids Submitted After Closing Date and Time

- a. **Late Bids.** Canada will not consider bids delivered after the solicitation closing date and time, unless they qualify as a delayed bid as described below. Canada will return late bids submitted physically, and will delete late bids submitted electronically (while retaining the transaction history).
- b. **Cause of Delay.** Canada may consider a bid delivered after the due date but before Canada awards the Contract if the bidder can prove the delay is due solely to a delay in the delivery caused by the Canada Post Corporation (or the national equivalent of a foreign country). Canada will not consider delayed bids due to private couriers (Purolator Inc., FedEx Inc., etc.) misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids.

c. **Evidence of Delay.** The only evidence relating to a delay in the CPC system that Canada will accept are (i) a CPC cancellation date stamp, (ii) a CPC Priority Courier bill of lading, (iii) a CPC Xpresspost label that clearly indicates that the bidder mailed the bid before the bid closing date, or (iv) a Canada Post Corporation epost Connect date and time record indicated in the epost Connect conversation history that clearly indicates that the Bidder sent the bid before the solicitation closing date and time. Postage meter imprints are not acceptable as proof of timely mailing. For the national equivalent to the CPC in a foreign country, Canada will accept the local equivalent to these CPC documents.

4.3 Bids Submitted by epost Connect

a. **Bid Sections.** Bidders are requested to submit their bids separated into the following sections:

- i. Section I: Financial Bid;
- ii. Section II: Bid Submission Form; and
- iii. Section III: Bidder Declaration Form.

b. epost Connect Requirements

i. **Submission Process.** To submit a bid using epost Connect, the bidder must either:

1. send its bid directly to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by CPC, or
2. send, as early as possible, and in any case at least six business days before the solicitation closing date and time, an email that includes the solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Canada may not answer any requests to open an epost Connect conversation received after that time.

ii. **Transmission Capacity.** The epost Connect system has the capacity to receive multiple documents, with a limit of 1GB per single message posted and a limit of 20GB per conversation.

iii. **epost Connect Conversations.** If the bidder sends an email requesting epost Connect to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. This will create an email notification from Canada Post Corporation prompting the bidder to access and action the message within the conversation. Then bidder will then be able to transmit its bid.

iv. **Conversation Time Periods.** If the bidder is using its own licensing agreement to send its bid, the bidder must keep the epost Connect conversation open for at least 30 business days after the solicitation closing date and time.

v. **Message Fields.** The bidder must identify the solicitation number in the epost Connect message field of all electronic transfers.

vi. **Acknowledgement of Receipt.** The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.

vii. **Canadian Mailing Address.** The use of epost Connect requires a Canadian mailing address. Bidders that do not have a Canadian mailing address may use the Bid Receiving Unit address specified in the solicitation in order to register for epost Connect

c. **Use of Correct Email Address.** Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating through an epost Connect conversation.

d. **Errors in epost Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of a bid transmitted by epost Connect.

4.4 Bid Submission Requirements

a. **Authority.** Each bidder (and each member of a joint venture submitting a bid) must (i) have legal capacity to contract and (ii) sign the bid by an authorized representative of the bidder. If a joint venture bidder submits a bid, the joint venture will be required to identify its representative chosen to act on behalf of the joint venture (if the bidder has not done so in the bid. Canada will provide it a deadline to do so).

b. **Procurement Business Number.** Each Bidder (and each member of a joint venture submitting a Bid) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

c. **Validity of Bids.** Bids will remain open for acceptance for a period of not less than 60 calendar days from the closing date of the solicitation, unless specified otherwise in the solicitation. Canada reserves the right to seek an extension of the bid validity period from all compliant bidders in writing, at least three calendar days before the end of the bid validity period. If all compliant bidders agree to extend their bids, Canada will continue with the evaluation of the bids. If not all compliant bidders extend their bids, Canada, at its sole discretion, will either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

d. **Bid Language.** Bidders may submit their documents and supporting information in either English or French.

e. **Bids Become Property of Canada.** Bids received on or before the solicitation closing date and time will become the property of Canada and Canada will not return them to bidders. Canada will treat all bids as confidential, subject to the provisions of the *Access to Information Act* and the *Privacy Act*.

f. **No Assignment of Bids.** A bid cannot be assigned or transferred in whole or in part.

4.5 Provision of Documentation. Canada will make available Notices of Proposed Procurement, solicitations, and related documents for download through the Government Electronic Tendering Service. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. Canada will not notify Bidders if it amends a Notice of Proposed Procurement, a solicitation, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Bidders are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the bidder's part nor for notification services offered by a third party.

4.6 Bid Costs. The bidder is solely responsible for all costs associated with preparing, submitting, and evaluating its bid.

4.7 Applicable Laws. Any Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in a Canadian province or territory. Bidders may insert the Canadian province or territory of their choice in the Bid Submission Form. If the bidder does not include this information in the Bid Submission Form, the applicable laws will be those in force in Quebec.

4.8 Entire requirement. The bid solicitation documents contain all the requirements relating to the bid solicitation; no other information or documentation is relevant. Bidders should not assume that practices used under previous solicitations or contracts will continue or that a bidder's existing capabilities meet the requirements of the solicitation simply because they have met previous requirements.

4.9 Electronic Payment Instruments. If the bidder is willing to accept payment of invoices by Electronic Payment Instruments, the bidder must indicate it in the bid Submission Form that accompanies the bid Solicitation document to identify which ones are accepted. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criteria.

5. Communications

5.1 Bid Communications. To ensure the integrity of the competitive bid process, the bidder must direct all questions and other communications regarding the solicitation only to the Contracting Authority identified in the solicitation. Failure to comply may result in Canada rejecting the bid.

- a. **Period for Questions.** Bidders are requested to submit all questions in writing no later than 7 business days before the bid closing date. Canada may not respond to questions submitted after this.
- b. **Detail of Questions.** Bidders should accurately reference the numbered item of the solicitation to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.
- c. **Confidential Questions.** For any technical questions, bidders must clearly mark 'confidential' on each item that is of a confidential nature. Canada will treat such items as confidential except where Canada determines that the enquiry is not of a confidential nature. Canada may edit the question(s) or may request that the bidder revise the question(s) to eliminate the confidential nature of the question(s) and Canada can provide the answer to all bidders. Canada may not answer questions that are not in a form that can be distributed to all bidders.

5.2 Bid Challenge and Recourse Mechanisms

- a. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website (<https://buyandsell.gc.ca/>), under the heading "Bid Challenge and Recourse Mechanisms" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:
 - i. Office of the Procurement Ombudsman (OPO)
 - ii. Canadian International Trade Tribunal (CITT)
- c. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

5.3 Bid Debriefings. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make such a request to the Contracting Authority within 15 business days from its receipt of the results of the bid solicitation process. Canada may provide the debriefing in writing, by telephone, or in person.

6. Financial Proposal

6.1 Financial Proposal. Bidders must submit their financial bid in accordance with Annex "BASIS OF PAYMENT".

6.2 Pricing. Bidders must provide individual prices for each item and/or destination.

6.3 Exchange Rate Fluctuation. Canada is not offering exchange rate fluctuation risk mitigation for this solicitation. Canada will declare any bid non-compliant if there is any indication that bid is conditional on exchange rate fluctuation protection.

7. Evaluation Procedures

7.1 Assessment. Canada will assess bids in accordance with the entire requirement of the bid solicitation including the Financial evaluation criteria. Canada will declare as non-compliant any bid that fails to meet all mandatory solicitation requirements.

7.2 Conduct of Evaluation

a. **Support for Bid Requirements.** Canada may request information to support any bid requirement. The Bidder must address each requirement in sufficient depth to permit a complete analysis and assessment. In particular, Canada may, by written notice,

- i. seek clarification or verification as to any information provided,
- ii. contact any references to verify any information it submitted,
- iii. request information about the Bidder's legal status,
- iv. conduct a survey of the Bidder's facilities and/or examine its technical, managerial, and financial capabilities,
- v. correct any error in

1. the extended pricing of bids by using unit pricing, or
2. the quantities in bids to reflect the quantities stated in the bid solicitation (and, in the case of error in the extension of prices, the unit price will govern),

-
- vi. unless otherwise stated in the solicitation, treat any blank pricing cell in any pricing tables provided by bidders as \$0.00. Canada may request that the bidder confirm that the price is, in fact, \$0.00. Canada will not permit any bidder to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-compliant
 - vii. verify any information the Bidder provided, or
 - viii. interview, at the Bidder's sole cost, the Bidder and/or any resources it proposes to fulfill the bid solicitation requirements.

b. **Compliance.** The Bidder must comply with any such request within the time specified in Canada's request.

7.3 Evaluation Based on Documents Provided. Unless otherwise specified in this solicitation, Canada will evaluate only the documentation provided with the bid. Canada will not consider information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

7.4 Evaluation Team. An evaluation team composed of one or more representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

7.5 Canadian Content. The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be awarded a contract; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

7.6 Right to Request Information. Canada reserves the right to request information to support any bid requirement. The bidder is instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. The bid will be responsive if it is found to meet all the mandatory requirements.

7.7 Rights of Canada. Canada may:

- a. reject any or all bids in response to the solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the solicitation at any time;
- e. reissue the solicitation; or
- f. if no compliant bids are received and the requirement is not substantially modified, reissue the solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada, and negotiate with the sole compliant bidder to ensure the best value to Canada.

7.8 Rejection of Bid. Canada may reject a bid where any of the following circumstances is present:

- a. **Bankruptcy.** The bidder is bankrupt or its activities are inoperable for an extended period;
- b. **Improper Conduct.** The bidder or an employee or subcontractor included as part of the bid:
 - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the bidder ineligible to bid on the requirement;
 - ii. has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
 - iii. has conducted themselves improperly in any current or past transactions with Canada;
- c. **Suspension or Termination.** The bidder or an employee or subcontractor included as part of the bid has been suspended or terminated by Canada for default under a contract with Canada;
- d. **Poor Performance.** In Canada's opinion, the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on;
- e. **Not Good Value.** In Canada's opinion, it does not offer good value to Canada;

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- f. **Conflict of Interest.** In Canada's opinion, the bidder is in a conflict of interest or had an unfair advantage over other bidders (e.g., being involved in preparing the solicitation or having access to information not available to other bidders may be considered grounds for rejection, although having experience on the previous or related contracts does not, in itself, confer an unfair advantage or create a conflict of interest). Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing; or
- g. **Prejudice of Integrity or Fairness.** In Canada's opinion, the nature or content of bid (including the fact that multiple bids have been submitted by the same or related parties) has the effect of prejudicing the integrity and fairness of the process or would distort the evaluation.
- h. **Ability to Make Representations.** If Canada intends to reject a bid under (c) or (d), the Contracting Authority will so inform the bidder and give the bidder 10 calendar days within which to make representations, before making a final decision on the bid rejection.

8. Financial Evaluation

8.1 Evaluation of Price.

- a. **Bid Price.** The price of the bid will be evaluated as follows:

Based on the total price of items 1-2-3-4 shown in Annex "Basis of Payment":

- i. Canadian-based bidders must submit firm price, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
- ii. Foreign-based bidders must submit firm prices, Canadian customs, duties, excise taxes are included and Applicable Taxes excluded.

- b. For evaluation purposes only, here is how financial offers will be evaluated:

Year 1,2 and 3 of Articles 1-3-8-9 of the Annex "Basis of Payment" will be added to form the evaluation amount.

Articles 2-4-5-6-7 of the Annex "Basis of Payment" will not be evaluated, however a price must be indicated. Failure to do so will render the bid non-responsive.

- c. **Bids in Foreign Currency.** Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

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- d. **Classification Based on Address.** For the purposes of the solicitation, Bidders that have a Canadian address are considered Canadian-based bidders, and Bidders that only have an address outside of Canada are considered foreign-based bidders.

8.2 Basis of Selection.

- a. **Lowest evaluated price.** A bid must comply with the requirements of the solicitation to be declared responsive. Canada will consider the responsive bid with the lowest evaluated price for award.

RESULTING CONTRACT CLAUSES

1. Summary

1.1 Statement of Work. The Contractor must perform the Work, as described in the Annex
“Statement of Work”

2. Conduct of the Work

2.1 Conduct of the Work.

- a. **Performance.** Subject to section “Suspension of the Work”, the Contractor agrees to fulfill all obligations in full compliance with the requirements and Specifications of the Contract, regardless of any potential dispute with Canada. The Contractor agrees to:
- i. perform the Work diligently and efficiently;
 - ii. except for Government Property, supply everything necessary to perform the Work;
 - iii. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - iv. select and employ a sufficient number of qualified people; and
 - v. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract.
- b. **Responsibilities.** The Contractor is fully responsible for performing the Work. Canada will not be responsible for any negative consequences or extra Costs if the Contractor follows any advice given by Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra Costs that might result from following the advice.
- c. **The Contractor represents and warrants that it:**
- i. is competent to perform the Work;
 - ii. has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials;
 - iii. has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work; and
 - iv. shall maintain any credentials, accreditations, licenses and certifications necessary to perform the Work throughout the duration of the Contract.

2.2 Personnel.

- a. **Key Personnel.** The Contractor's personnel identified in the Contract to perform the Work must be competent and suitable for performing the Work and conduct themselves properly.
- b. **Replacement of Key Personnel.** The Contractor must provide the services of those individuals identified in the Contract unless the Contractor is unable to do so for reasons beyond its control. If the Contractor is unable to provide the services of any individual identified in the Contract, it must provide a replacement with similar qualifications and experience and provide written notice to Canada giving (i) the reason for the replacement, (ii) the name and qualifications of the replacement individual, and (iii) proof that the proposed replacement has the required security clearance from Canada. Any proposed replacements of key personnel are subject to Canada's acceptance.
- c. **Replacements at Canada's Request.** The Contracting Authority may order that an individual acting as a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and arrange for a further replacement in accordance with the terms of "Replacement of Key Personnel" above. The fact that the Contracting Authority does not order that an individual identified in the Contract or a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

2.3 Subcontracts.

- a. **Subcontracting Requirements.** The Contractor may subcontract the performance of the Work, provided:
 - i. the Contractor obtains the Contracting Authority's prior written consent,
 - ii. the subcontractor is bound by the terms of this Contract, and
 - iii. the Contractor remains liable to Canada for all the Work performed by the subcontractor.
- b. **Exceptions.** The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
 - i. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - ii. subcontract any portion of the Work as is customary in the carrying out of similar contracts; and;
 - iii. permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (i) and (ii).

2.4 Specifications

- a. Canada owns all Specifications it provides the Contractor and the Contractor must only use them to perform the Work.
- b. If Canada approves Specifications furnished by the Contractor, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

3. Security

There are no security requirements in the contract.

4. Term of the Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.

4.2 Optional Period.

- a. **Option to Extend.** The Contractor grants to Canada the irrevocable option(s) to extend the Contract by up to two (2) additional one (1) year period under the same terms and conditions.
- b. **Notice.** Only the Contracting Authority may exercise any option to extend by sending written notice to the Contractor at least 30 calendar days before the day the Contract Period would otherwise end.

5. Inspection and Acceptance

5.1 Canada's Inspection. The Work may be subject to inspection and acceptance by Canada. Inspection and acceptance by Canada does not relieve the Contractor of its responsibility for defects or failures to meet the Contract requirements. The Contractor must provide Canada access to the Work at any time during working hours. Canada must be able to examine or test, as it sees fit, any part of the Work. The Contractor must provide all assistance, test pieces, samples and documentation required by Canada for inspection of the Work.

5.2 Rejection and Cure. If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional Cost.

6. Basis of Payment

6.1 Basis of Payment – Cost Reimbursable (all Work).

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex "Basis of Payment", to a limitation of expenditure of \$ _____ (Will be indicated when the contract is awarded). Customs duties are included and Applicable Taxes are extra.

6.2 Changes and Modifications.

- a. **Changes to Scope of Work.** For the Work described under the Basis of Payment clause, 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.
- b. **Changes to Canada's Liability.** 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:
 - i. when it is 75% committed, or
 - ii. four months before the Contract expiry date, or
 - iii. as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work, whichever comes first.
- c. **Changes to Contract Funds.** 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.

7. Payments

7.1 Invoices

- a. **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.
- b. **Invoice details.** Invoices must show:
 - i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, Contract number, Client Reference Number, Procurement Business Number, and financial code(s);
 - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - iii. deduction for holdback, if applicable;
 - iv. the extension of the totals, if applicable;
 - v. if applicable, the method of delivery together with date, case numbers and part of reference numbers, shipment charges and any other additional charges; and
 - vi. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

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- c. **Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumer in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. **Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. **Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

7.2 Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

7.3 Late Payments.

- a. **Interest on Late Payments.** Canada will pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the Date of Payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
- b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

7.4 Electronic Payment Instruments. The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

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

7.5 Right to Set-Off. When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current Contract.

7.6 Invoicing Instructions

- a. **Invoice Submission.** The Contractor must submit invoices in accordance with the section entitled "Invoice Submission". Invoices cannot be submitted until all work identified in the invoice is completed.
- b. **Invoice Distribution.** Invoices must be distributed as follows:
 - i. The original and one copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - ii. One copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.7 Taxes

- a. **No Taxes.** Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.
- b. **Documentation and reimbursement.** Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

8. Method of Payment

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

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

9. Service Warranty

- a. **Services Warranty.** The Contractor warrants that the Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry practices.
- b. **Intellectual Property Warranty.** The Contractor warrants that (i) to the best of its knowledge, the Services will not infringe any intellectual property rights and (ii) Canada will have no obligation to pay royalties to anyone in connection with the Services.
- c. **Remedies.** If at any time during the Warranty Period Canada discovers a defect or non-conformance in any service, the Contractor must correct or re-perform as soon as possible the nonconforming service.

10. Government Property

10.1 Care of Property. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

11. Access to Information.

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

12. Accounts and Audit

12.1 Accounts and Records. The Contractor must keep proper accounts and records of the Cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts, and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

12.2 Records Retention. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

12.3 Government Audit. The amount claimed under the Contract, calculated in accordance with its Basis of Payment provisions, is subject to government audit both before and after payment. If Canada conducts an audit after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

13. Insurance

13.1 Insurance Requirements.

a. **The Contractor must:**

- i. comply with the insurance requirements specified below; and
- ii. maintain the required insurance coverage throughout the Contract Period. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

b. **Additional Insurance.** The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfil its obligations 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.

c. **Certificate of Insurance.** The Contractor must forward to Canada within thirty (30) days after Contract award, a Certificate of Insurance showing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Canadian-based Contractors must obtain coverage from an insurer licensed to carry out business in Canada; however, foreign-based Contractors must obtain coverage from an insurer with an A.M. Best Rating no less than "A-". If requested by Canada, the Contractor must forward to Canada a certified true copy of all applicable insurance policies.

13.2 Commercial General Liability Insurance

- a. **Minimum Amount.** 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 million per accident or occurrence and in the annual aggregate.
- b. **Required Policy Inclusions.** The Commercial General Liability policy must include the following:
- i. **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.
 - ii. **Bodily Injury and Property Damage to third parties** arising out of the operations of the Contractor.
 - iii. **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.
 - iv. **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.
 - v. **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.
 - vi. **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.
 - vii. **Additional Insureds.** Employees and, if applicable, Volunteers must be included as Additional Insured.
 - viii. **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - ix. **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.
 - x. **Notice of Cancellation:** The Contractor will provide the Contracting Authority 30 days' prior written notice of policy cancellation or any changes to the insurance policy.
 - xi. **Minimum Coverage Period.** 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.
 - xii. **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - xiii. **Non-Owned Automobile Liability:** Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - xiv. **All Risks Tenants Legal Liability:** To protect the Contractor for liabilities arising out of its occupancy of leased premises.

14. Certifications and Additional Information

14.1 Certifications and Additional Information

- a. **Compliance with Certifications.** 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.
- b. **Compliance with Laws.** The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
- c. **Compliance with Code of Conduct.** In accordance with the [Code of Conduct for Procurement](#), each Bidder must comply with the Code of Conduct for Procurement. (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>)
- d. **Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a Contingency Fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties.
- e. **Ethics Codes for Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- f. **Integrity Provisions.** The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#). (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>)
- g. **Federal Contractors Program for Employment Equity - Default by the Contractor.** The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

h. Harassment in the Workplace.

- i. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy Work environment, free of harassment. The Directive on the Prevention and Resolution of Workplace Harassment and Violence also applies to the Contractor.
 - ii. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, Contractor or other individual employed by, or under Contract with Canada. Canada will advise the Contractor in writing of any complaint and the Contractor will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, make a determination regarding the validity of the complaint and decide on any action required.
- i. **Government Site Regulations.** The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

15. Proactive Disclosure.

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act 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.

16. Foreign Nationals

16.1 Canadian Contractor. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to Work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to Work in Canada to fulfill this Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary Work permit to a foreign national. The Contractor is responsible for all Costs incurred as a result of non-compliance with immigration requirements.

16.2 Foreign Contractor. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to Work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to Work in Canada to fulfill this Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any Work under this Contract in Canada. The Contractor is responsible for all Costs incurred as a result of non-compliance with immigration requirements.

17. Termination and Suspension

17.1 Termination for Convenience.

- a. **Termination for Convenience.** At any time before the completion of the Work, the Contracting Authority may, by giving notice to the Contractor, terminate for convenience the Contract or part of the Contract. In such case, Canada will pay the Contractor for Work that the Contractor has performed, Canada has accepted and that remains unpaid in accordance with the Contract Price. Canada will reimburse the Contractor the actual costs reasonably and properly incurred as a direct result of the termination, but in no case such reimbursement must exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit or otherwise, except as provided in this section.

17.2 Termination on Default.

- a. **Right to Terminate.** Canada may terminate the Contract with immediate effect by delivering notice of the termination to the Contractor if the Contractor
 - i. fails to perform any term of the Contract, or
 - ii. becomes bankrupt, makes an assignment for the benefit of creditors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor.

b. Effect of Termination

- i. For (a)(i) above, the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
 - ii. For (a)(ii) above, the termination will take effect immediately.
 - iii. **No Further Payment.** If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section.
 - iv. **Completed Parts of the Work.** Upon termination of the Contract for default, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 1. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 2. the Cost to the Contractor determined in accordance with subsection Payment of Outstanding Amounts below, in respect of anything else delivered to and accepted by Canada.
 - v. **Payment of Outstanding Amounts.** The Contractor will be liable to Canada for any amounts paid by Canada, including milestone payments, and for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the Cost incurred by Canada in procuring the Work from another source.
 - vi. **Refund of Advance Payments.** The Contractor must promptly refund to Canada any amounts paid in advance covering the remainder of the term of the Contract after the effective date of termination.
 - vii. **Maximum Payment.** The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
- c. **Termination in Error.** If the Contract is terminated for default, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience.

17.3 Suspension of the Work.

- a. **Right to Suspend Work.** The Contractor must not suspend or stop Work unless ordered by Canada. Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the Cost of doing so. While such an order is in effect, the Contractor must not limit access to any part of the Work without first obtaining the written consent of the Contracting Authority. Within this period, the Contracting Authority must either cancel the order or terminate this Contract in accordance with the Termination terms of the Contract.
- b. **Effect of Suspension.** When Canada makes an order to suspend the Work, Canada will pay the Contractor its additional Costs incurred as a result of the suspension plus a fair and reasonable profit in accordance with the Termination for Convenience clause of this Contract, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract.
- c. **Resumption of Work.** When Canada cancels a suspension, the Contractor must resume Work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Canada will make any equitable adjustments as necessary to any affected conditions of the Contract.

18. Remedies.

18.1 Liability.

- a. **Exclusive Provision.** The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text.
- b. **Contractor Liability.** The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party.
- c. **Canada Liability.** Canada is liable for any damage caused by Canada, its employees, or agents to the Contractor or any third party.
- d. **Damages.** Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.
- e. **Exclusion of Liability.** The Contractor will not be liable to Canada for breach-of-Contract damages that are remote or speculative or that the Contractor could not reasonably have foreseen on entry into this Contract.

19. General Provisions

19.1 Status of Contractor. The Contractor is an independent Contractor engaged by Canada to perform the Work. The Contract does not create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

19.2 Entire Agreement. The Contract and the bid document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

19.3 Amendment. Amendments to the Contract must be in writing and signed by the Parties.

19.4 Counterparts. The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

19.5 Assignment.

- a. The Contractor may only assign this agreement if
 - i. Canada agrees to the assignment in writing; and
 - ii. the Contractor remains responsible for the assignee's performance.
- b. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

19.6 Notice. All notices or other communications required or permitted by the Contract must be in writing and delivered to the Contracting Authority for Canada and the Contractor's representative for the Contractor at the addresses below. Any notice is effective on the day received.

19.7 Applicable Laws. The laws in force in [PROVINCE]. Indicated a Canadian province or territory will govern the Contract and the relations between the Parties and be used to interpret the Contract. The Contractor must comply with all laws applicable to the performance of the Contract and provide evidence of compliance with those laws to Canada if requested by the Contracting Authority.

19.8 Dispute Resolution

- a. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the Contract.
- b. The parties agree to consult and co-operate with each other in the furtherance of the Contract and promptly notify the other Party or parties and attempt to resolve problems or differences that may arise.
- c. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third Party offering alternative dispute resolution services to attempt to address the dispute.
- d. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution". <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>

19.9 Powers of Canada. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

19.10 Time of the Essence. It is essential that the Work be delivered within or at the time stated in the Contract.

19.11 Excusable Delay

- a. **Definition of Excusable Delay.** A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
 - i. is beyond the reasonable control of the Contractor,
 - ii. could not reasonably have been foreseen,
 - iii. could not reasonably have been prevented by means reasonably available to the Contractor,and
 - iv. occurred without the fault or neglect of the Contractor, is an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 business days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear Workaround plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- b. **Postponement of Delivery.** Canada will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.

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- c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, Costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- d. **Liability for Costs Incurred.** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any Costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- e. **Delivery of Completed Work.** If Canada terminates the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- i. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - ii. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.
- f. The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

19.12 Waiver. A waiver will only be valid if made in writing by the affected Party's representative. Neither Party's failure to enforce any rights under the Contract will be treated or interpreted as a waiver of that Party's rights.

19.13 Priority of Documents. If there is a conflict 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. these Articles of Agreement;
- b. Annex "Contract Definitions";
- c. Annex "Statement of Work";
- d. Annex "Basis of Payment";
- e. the Contractor's bid dated _____, *(insert date of bid) (If the bid was clarified or amended, insert the following at the time of Contract award: " as clarified on _____ " or " as amended on _____ " and insert date(s) of clarification(s) or amendment(s)).*

19.14 Authorities

a. Contracting Authority

i. The Contracting Authority for the Contract is: Richard Sirois

Tel.: (514) 718-5993

E-mail: richard.sirois@tpsgc-pwgsc.gc.ca

ii. The Contracting Authority is responsible for the management of the Contract and must authorize in writing any changes to the Contract. 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.

b. Project Authority (Will be indicated when the contract is awarded)

i. The Project Authority for this Contract is:[PROJECT AUTHORITY NAME]

Tel: [PA PHONE NUMBER]

E-mail: [PA EMAIL]

ii. The Work is for a department or agency. The Project Authority represents that department or agency. The Project Authority is responsible for all matters concerning the technical content of the Work under the Contract. The Contractor may discuss technical matters with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Only the Contracting Authority can issue a Contract amendment to make changes to the scope of the Work.

c. Contractor's Representative

i. The Contractor's Representative for this Contract is:[CONTRACTOR REPRESENTATIVE NAME]

Tel: [CR PHONE NUMBER]

E-mail: [CR EMAIL]

Annex “Bid Solicitation Definitions”

In this Solicitation, unless the context otherwise requires, the following terms shall have the following meanings.

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as the Quebec Sales Tax (QST) as of April 1, 2013.

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid. A bidder can be a sole proprietorship, corporation, partnership, joint venture, or natural person. The term "Bidder" in this solicitation does not include the parent, subsidiaries, or other affiliates of the bidder, or its subcontractors.

"Canada" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

"Canadian good" means a good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada".

"Canadian service" means a service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

"Variety of goods" When requirements consist of more than one good, one of the two methods below is applied: (a) aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or, (b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

"Variety of services" For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

"Mix of goods and services": When requirements consist of a mix of goods and services, no

less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

"Other Canadian goods and services": Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

"Client" means the department or agency for which the Work is performed.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes, and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract.

"Contractor" means the person, entity or entities named in the Contract to supply goods, services, or both to Canada.

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract.

"Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

"Device" means equipment having a physical central processor unit (CPU), mass storage, and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants, and mobile computing equipment.

"Government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
- (c) registered in the name of the Receiver General for Canada.

"Irrevocable standby letter of credit" means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,

- (a) will make a payment to or to the order of Canada, as the beneficiary;
- (b) will accept and pay bills of exchange drawn by Canada;
- (c) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or

(d) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.

In addition, it must:

- (a) state the face amount which may be drawn against it;
- (b) state its expiry date;
- (c) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office;
- (d) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (e) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (f) be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer

An amount becomes "**overdue**" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

"**Party**" means Canada, the Contractor, or any other signatory to the Contract, and "Parties" means all of them.

"**Specifications**" means the description of the essential, functional, or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met.

"**Work**" means all the activities, services, goods, equipment, matters, and things required to be done, delivered, or performed by the Contractor under the Contract.

Annex "Contract Definitions"

In this Contract, unless the context otherwise requires, the following terms have the following meanings.

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada.

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"Canada", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

"Contract" means the Articles of Agreement, the terms and conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada.

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.

"Contract Period" means the entire period of time during which the Contractor is obliged to perform the Work, which includes initial Contract Period and the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

"Cost" means Cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract.

"Date of Payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the Cost of which is paid by Canada under the Contract.

"Overdue" means an amount that is unpaid on the first day following the day on which it is due and payable according to the Contract.

"Party" means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them.

"security deposit" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board.

"approved financial institution" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the Income Tax Act; (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation.

"government-guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations; (c) registered in the name of the Receiver General for Canada.

"irrevocable standby letter of credit" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with;

(a) must state the face amount which may be drawn against it; (b) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

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MTA490
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"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met.

"Work" means all the activities, services, goods, equipment, matters and things that the Contractor is required to do, deliver or perform under the Contract.

Annex “Statement of Work”

TITLE

Bus transportation services

OBJECTIVE

The Canada Border Services Agency (CBSA) requires bus transportation services to transport individuals from the Regional Processing Centre (RPC) in St-Bernard-de-Lacolle, Quebec, to the destinations listed under the “Destination” heading in Appendix “A”. Other destinations may also be added during the service period. A daily shuttle bus service to and from the St-Bernard-de-Lacolle RPC is primarily required.

REQUIREMENTS

Fixed portion

The Contractor shall provide services based on need, as described below:

Shuttle Service (1 shuttle)

1. One stretched minibus present 24/7 on the RPC site for the movement of the asylum seekers on the RPC site.

Variable portion

Additional shuttle service(s)

1. Additional shuttle(s) for the transport of the asylum seekers on the RPC site during time slots set by the CBSA.

Bus services (additional buses/day)

1. Buses with various passenger capacity and with luggage compartments underneath the vehicle.
2. Transportation of individuals for whom the CBSA conducted a preliminary risk assessment prior to departure. No CBSA representatives will be present during transport.
3. Unless there is a medical emergency, mechanical breakdown or any other unforeseen circumstances, no stops throughout the transportation are permitted between the pick-up location and the destination.
4. Transportation services may be required seven (7) days a week including statutory holidays. We estimate that there will be a possibility of 365 trips. During normal border opening times, we anticipate that this service will be required once a day but a second service may be needed depending on the number of arrivals of asylum seekers and the amount of luggage to be moved.
5. The timetables and type of vehicle(s) required are determined according to the changing needs and will be confirmed by the CBSA and communicated to the Contractor at least two (2) hours in advance.
6. The driver may have to wait up to four (4) hours during trips outside the RPC site. If the wait time exceeds four (4) hours, the Contractor will be paid a firm hourly rate, set out in Appendix B.
7. In the event of a cancellation, CBSA will notify the Contractor at least two (2) hours in advance.

Operational requirements

The Contractor must meet the following requirements:

- a) Be authorized to transport passengers between all locations specified in this document, in accordance with the scope of the work described herein and with applicable transportation laws, for the entire duration of the contract.

Transportation vehicle requirements

The vehicles must meet the following requirements:

- a) The minimum seat capacity per vehicle shall be:
 - a. Coach—50 passengers or more, plus luggage
 - b. School bus—40 passengers, plus luggage
 - c. Stretched minibus—24 passengers for shuttle service, plus luggage
- b) Shall be equipped with a first aid kit and a working fire extinguisher.
- c) Coach busses must be equipped with functional toilets.
- d) Must have a heating system and/or functional air conditioning offering a minimal temperature of 16 degrees Celsius.
- e) Shall be clean on the outside, i.e., free of stains or mud. The inside shall be free of stains, litter and odour (human, litter, damage) resulting from the previous transport. Moreover, the vehicles shall be roadworthy, in compliance with transportation laws that apply in Quebec and Ontario.
- f) The stretched minibus providing the shuttle service must have seats that can be easily cleaned and maintained. Covers made of vinyl, plastic, or other such material are acceptable to uphold the cleanliness of the upholstery.
- g) Must hold valid security certificates, registrations and insurance to operate in Quebec and Ontario, and in accordance with applicable laws throughout the duration of the contract.

Other requirements and tasks

The Contractor shall ensure that the following requirements are met and the tasks are performed:

- a) In the event of a vehicle breakdown, accident or delay, the CBSA representative shall be contacted immediately and notified of the interruption in service. In addition, the Contractor shall ensure service with a replacement vehicle if the interruption is longer than two (2) hours.

-
- b) The bus driver may have to wait at the destination while the processing of CBSA clients is being finalized.
 - c) The bus driver may have to carry a communication device to stay in contact with the CBSA operations office. The device will be provided by the CBSA.
 - d) A maximum of two (2) hours shall elapse between the CBSA request for an added trip/bus and the arrival of said bus at the RPC.
 - e) If necessary, the contractor must be able to disinfect all his/her vehicles in the event of a pandemic, in order to minimize the risks related to spread. After each transport, coach and school buses will require to be disinfected. For the stretched minibus, the process of disinfecting will be carried out after each use of the minibus or at least one (1) time per day, according to operational needs, using an electrostatic spray device provided by the service provider, directly at the RPC in Lacolle by the driver on duty.
 - f) Information available to the Contractor's employees while performing their duties is considered sensitive information, and the Contractor must ensure that such information is not disclosed if deemed unnecessary. If an extraordinary/unforeseen circumstance arises, disclosure of sensitive information should only be done on a "need to know" basis. If personal information is disclosed, the Contractor must notify the CBSA management staff at the site immediately. The CBSA may require the removal of an employee for non-compliance with the confidentiality policy, the CBSA Code of Conduct, the CBSA Code of Values and Ethics, the Canadian Criminal Code or if they cause damage or act in a way that could damage the reputation or the operations of the CBSA.

WORK LOCATION

Pick-up location

Main:

225-337-339, Chemin Guay

St-Bernard-de-Lacolle (Québec)

JOJ 1V0

Other :

Various boarding locations in Quebec at different CBSA border crossings. The exact boarding location will be communicated to the contractor based on the operational needs of CBSA.

Destinations :

Région Métropolitaine de Montréal, Québec

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Various destinations in Quebec and / or Ontario. The exact destinations will be communicated to the contractor based on the operational needs of CBSA.

LANGUAGE OF WORK

The vehicle drivers shall be able to provide services in both official languages of Canada.

Note that CBSA clients who will be transported by the Contractor may not necessarily speak Canada's official languages.

Annex "Basis of Payment"

FIXED PORTION					
Article	Description	Minimum number of passengers	Price 1st year**	Price Optional Year 1**	Price Optional year 2**
1	Stretched minibus (per 24-hour period)	24	_____ \$	_____ \$	_____ \$
			(Price per 24-hour period)	(Price per 24-hour period)	(Price per 24-hour period)

VARIABLE PORTION					
Article	Description	Minimum number of passengers	Price 1st year**	Price Optional Year 1**	Price Optional year 2**
2	Stretched minibus (per 24-hour period)	24	_____ \$	_____ \$	_____ \$
			(price per hour)	(price per hour)	(price per hour)
3	Coach (Destination Région Métropolitaine de Montréal, Québec)	50	_____ \$	_____ \$	_____ \$
			(price per trip)	(price per trip)	(price per trip)
4	Coach (Other destinations Québec and/or Ontario)	50	_____ \$	_____ \$	_____ \$
			(price per km)	(price per km)	(price per km)
5	School bus (Destination Région Métropolitaine de Montréal, Québec)	40	_____ \$	_____ \$	_____ \$
			(price per trip)	(price per trip)	(price per trip)
6	School bus (Other destinations Québec and/or Ontario)	40	_____ \$	_____ \$	_____ \$
			(price per km)	(price per km)	(price per km)

VARIABLE PORTION				
Article	Description	Price	Price	Price
		1st year**	Optional Year 1**	Optional year 2**
7	Driver wait time (When more than 4 hours)	_____ \$	_____ \$	_____ \$
		(price per hour)	(price per hour)	(price per hour)
8	Disinfection of coach/schoolbus	_____ \$	_____ \$	_____ \$
		(price per disinfection/per vehicle use)	(price per disinfection/per vehicle use)	(price per disinfection/per vehicle use)
9	Disinfection of streched minibus	_____ \$	_____ \$	_____ \$
		(price per day/per disinfection)	(price per day/per disinfection)	(price per day/per disinfection)

Currency must be in Canadian dollars

****Applicable taxes extra**

Annex "Bid Submission Form"

1. Bidder's Full Legal Name The "Bidder" is the person or entity (or, for a joint venture, the persons or entities) submitting the proposal. Bidders who are part of a corporate group should carefully the corporation that is the actual bidder.	
Name	[BIDDER'S FULL LEGAL NAME]
2. Procurement Business Number <i>(If the PBN does not match the bidder's legal name, the bidder will be determined based on the legal name provided; not based on the PBN, and the bidder will be required to submit the PBN that matches its legal name.)</i>	
3. Identification of Joint Venture Parties For a proposal submitted on behalf of a joint venture, provide the information or indicate "N/A" if not applicable.	
Name(s) of Joint Venture Member	
PBN(s) of Joint Venture Member	
Authorized Representative of the Bidder	
Name	
Title	
Telephone Number	
Fax Number	
Email	
4. Applicable Laws Bidders may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If no change is made, the Bidder acknowledges its acceptance of the jurisdiction specified in the solicitation.	
Applicable Laws	

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5. Electronic Payments

The Bidder accepts the following payments (please check all that apply):

- VISA Acquisition Card
- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)

Signatures

Signature of
Representative
authorized to sign on
behalf of the Bidder

Name and Title of
Representative
authorized to sign on
behalf of the Bidder.

Name:
Title:
Date:

Annex “Bidder Declaration Form”

Bidder Name	
Bidder's Procurement Business Number (PBN)	
Bid Number	
<p>Once you have read and understood each statement, please respond by checking [] for each certification below applicable to the bid and sign this declaration. The Bidder certifies to Canada that its response below are complete and truthful.</p>	
Federal Contractors Program for Employment Equity (FCP)	
<p>1. Eligibility to Bid Federal Contractors Program for Employment Equity</p>	<p>[] The Bidder, and any of its members if it is a joint venture, is not named on the Federal Contractors Program (FCP) for Employment Equity "FCP Limited Eligibility to Bid" list.</p> <p>https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html</p> <p><i>Canada may declare a bid non-responsive if the Bidder, or any of its members if the Bidder is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.</i></p>
<p>2. Canadian Content Certification</p>	<p>a. This procurement is conditionally limited to Canadian services.</p> <p>b. Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the services offered are Canadian services, as defined in <i>Annex Bid Solicitation Definitions</i>, may be considered.</p> <p>c. Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.</p> <p>Bidders must clearly identify below which items meet the definition of Canadian services and complete the certification below.</p> <p>[] The Bidder certifies that the services offered and identified as Canadian services as defined in <i>Annex Bid Solicitation Definitions – Canadian Service</i>.</p>
Accuracy and Integrity	
<p>Accuracy of information</p>	<p>[] All the information that the Bidder submits with its bid is true, accurate, and complete as of the date indicated below.</p>

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Code of Conduct for Procurement	<input type="checkbox"/> The Bidder complies with Canada's Code of Conduct for Procurement . https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html
Ineligibility and Suspension Policy	<input type="checkbox"/> The Bidder has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy and applicable directives in effect on the bid solicitation issue date. <input type="checkbox"/> The Bidder is not currently suspended, or ineligible under Canada's Ineligibility and Suspension Policy. <input type="checkbox"/> The Bidder understands that any subsequent criminal charges or convictions may result in the Bidder's suspension or ineligibility to contract with Canada.
<p>Former Public Servant</p> <p>Contracts awarded to former public servants ("FPS") who receive a federal government pension or lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. To comply with Treasury Board policies and directives on contracts awarded to FPS, Bidders must provide the information required below before contract award.</p> <p><i>Please consult the Annex 6A for the definition of "pension" and "lump sum payment."</i></p>	
Is the Bidder an FPS who receives a pension?	<input type="checkbox"/> Yes (If yes, please fill out Former Public Servant - Form Receipt of Pension) <input type="checkbox"/> No
Is the Bidder an FPS who received a lump sum payment under a Work Force Adjustment Directive?	<input type="checkbox"/> Yes (If yes, please fill out Former Public Servant - Form Receipt of Lump Sum Payment) <input type="checkbox"/> No

Form: Former Public Servant - Receipt of Pension.

If the Bidder is in receipt of a pension, the Bidder must provide the following information for each FPS in receipt of a pension. *Each Bidder acknowledges that the successful Bidder's status, with respect to being a former public servant who received a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).*

1. Name of FPS	
Date of termination of employment or retirement from the Public Service	
2. Name of FPS	
Date of termination of employment or retirement from the Public Service	
3. Name of FPS	
Date of termination of employment or retirement from the Public Service	
4. Name of FPS	
Date of termination of employment or retirement from the Public Service	
5. Name of FPS	
Date of termination of employment or retirement from the Public Service	

Form: Former Public Servant - Receipt of Lump Sum Payment. If the Bidder is in receipt of a lump sum payment, please provide the following information. *Each Bidder acknowledges that the successful Bidder's status, with respect to being a former public servant who received a lump sum payment, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).*

1. Name of FPS	
Conditions of the lump sum payment incentive	
Date of termination of employment	
Amount of lump sum payment	
Rate of pay on which lump sum payment is based	
Period of lump sum payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a work force adjustment program	
2. Name of FPS	

Conditions of the lump sum payment incentive	
Date of termination of employment	
Amount of lump sum payment	
Rate of pay on which lump sum payment is based	
Period of lump sum payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a work force adjustment program	
3. Name of FPS	
Conditions of the lump sum payment incentive	
Date of termination of employment	
Amount of lump sum payment	
Rate of pay on which lump sum payment is based	
Period of lump sum payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a work force adjustment program	
4. Name of FPS	
Conditions of the lump sum payment incentive	
Date of termination of employment	
Amount of lump sum payment	
Rate of pay on which lump sum payment is based	
Period of lump sum payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a work force adjustment program	
5. Name of FPS	
Conditions of the lump sum payment incentive	
Date of termination of employment	
Amount of lump sum payment	
Rate of pay on which lump sum payment is based	
Period of lump sum payment (start date, end date and number of weeks)	
Number and amount of other contracts subject to the restrictions of a work force adjustment program	