



RETURN BIDS TO:

IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca

FOR ELECTRONIC BIDS:

The electronic mailbox is equipped to send an automatic reply to all messages received. If you do not receive an automatic response, please contact the Contracting Authority to ensure your bid was received. Please note that it is the bidder's sole responsibility to ensure that all bids submitted are received in their entirety by Citizenship and Immigration Canada by the closing date and time indicated in this RFP.

IMPORTANT NOTICE TO SUPPLIERS

The Government Electronic Tendering Service on buyandsell.gc.ca/tenders will be the sole authoritative source for Government of Canada tenders that are subject to trade agreements or subject to departmental policies that require public advertising of tenders.

REQUEST FOR PROPOSAL

Proposal To: Citizenship and Immigration 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 thereof.

Instructions : See Herein

**Instructions: Voir aux présentes
Issuing Office – Bureau de distribution
Citizenship and Immigration Canada
Procurement and Contracting Services
70 Crémazie
Gatineau, Québec K1A 1L1**

Title – Sujet	
Transportation Services within Ontario	
Solicitation No. – N° de l'invitation	Date
CIC-157687	March 7, 2024
Solicitation Closes – L'invitation prend fin at – à	Time Zone Fuseau horaire
2:00 PM	EDT
on – March 19, 2024	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/>	Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>
Address Inquiries to: - Adresser toutes questions à :	
IRCC.BidsReceiving-Receptiondessoumissions.IRCC@cic.gc.ca	
Telephone No. – N° de téléphone :	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
See Herein	
Delivery required - Livraison exigée	
See Herein	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur	
Telephone No. – N° de téléphone	
Name and title of person authorized to sign on behalf of Vendor/firm	
Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
(type or print)/ (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

1.2 Summary

Immigration, Refugee and Citizenship Canada (IRCC) has a requirement for the transportation of up to 150 Asylum Claimants per week from various locations in Ontario to temporary accommodations located in the same province. The volumes of asylum claimants could fluctuate weekly.

Transportation services are required for a period of ten (10) months including two (2) optional three (3) month periods.

1.2.1 Single Contract

Canada is seeking to establish a contract for as defined in Appendix "D", Statement of Work, for ten (10) months including all options

1.3 Debriefings

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



If you have any concerns relating to the procurement process, please refer to the [Bid Challenge and Recourse Mechanisms](#) page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

1.4 Mandatory Requirements

Where the words “must”, “shall” or “will” appear in this RFP, the clause is to be considered as a mandatory requirement.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out on the [CIC Website](#).

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

The [CIC-SI-001 \(2016-05-26\)](#) Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Citizenship and Immigration Canada by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **three (3)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the



Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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



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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy by email)

Section II: Financial Bid (1 electronic copy by email)

Section III: Certifications (1 electronic copy by email)

Canada requests that respondents submit their response in unprotected (i.e. no password) PDF format by email. Complete size of emails containing a response must not exceed 10MB. Emails exceeding 10MB will not be received. Should the size of email(s) exceed 10MB, respondents must contact the Contracting Authority at least 48 hours prior to the closing date to discuss alternatives.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use a numbering system that corresponds to the bid solicitation; and
- (b) page numbering must be used on the bottom right of each page of the proposal

In accordance with the [Treasury Board Contracting Policy](#) and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must:

- (i) demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
- (ii) describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their



bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule. The total amount of applicable taxes must be shown separately, if applicable.

Bidders should include the following information in their financial bid by completing Appendix "G", Vendor Information and Authorization and include it with their bid:

1. Their legal name;
2. Their [Business Number](#) (BN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers, and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a) their bid; and
 - b) any contract that may result from their bid.

Proposed all-inclusive firm prices per kilometer must be in Canadian dollars.

The Bidder's per diem rates in response to this RFP and resulting contract(s) must include all overhead, general & administrative costs and profit. Included are the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, courier services, facsimile services, telephone services, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Bidders must provide in their financial bid a price breakdown as detailed in the Pricing Schedule.

3.2 SACC Manual Clauses

C3011T (2010-01-11) - Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation/examples to substantiate and to support the compliance for each requirement.

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by a Bidder to meet any one of the mandatory requirements will render the Bidder's proposal **non-responsive and will not be given further consideration**. The treatment of mandatory requirements in any procurement process is absolute. Each mandatory technical criterion should be addressed separately.

The mandatory requirement is listed below; it must be met or exceeded in order for an offer to be compliant.

The Bidder must include supporting information with their bid and make reference in the table below to indicate where the supporting information can be found in the submission. Should the Bidder not provide supporting information with their offer, it may be requested for clarification. No additional information will be requested or accepted.

Failure to provide the requested supporting information within two (2) business days of request will render the bid non-responsive with no further consideration given.

Bidders **MUST** fill out the column indicating Met or Not Met for the requirement. Failure to complete this column at time of the bid closing date will result in the offer being deemed non-responsive.



Number	Technical Evaluation	MET or NOT MET
A	The Bidder must have or subcontract a minimum volume of four (4) buses, each of which can accommodate at least Fifty-six (56) passengers within their fleet.	
B	The Bidder must have a minimum of one (1) vehicle in the operational fleet for persons with disabilities and/or who require wheelchair access, twenty-four (24) hours per day and seven (7) days per week.	
C	The Bidder must be available to provide transportation services to IRCC at all times (twenty-four (24) hours per day and seven (7) days a week) including statutory holidays upon request for up to 150 Asylum Claimants per day, as per the Statement of Work.	
D	The Bidder must ensure that all vehicles and replacement vehicles used to fulfill the terms and conditions of the resulting contract will be properly registered and carry out all authorities required by the appropriate Municipal, Provincial and Federal regulatory bodies. Proof of operating licenses must be provided upon request.	
E	The Bidders vehicles and replacement vehicles must be maintained at all times including but not limited to; displaying current motor vehicle inspection validation and checked for cleanliness prior to picking up a client. All vehicle equipment must be in suitable working order and be smoke free.	
F	The Bidder's vehicles must have valid vehicle safety certificates, registrations and insurance required to operate in Ontario in accordance with the applicable law(s), during the entire period of the Contract.	

I hereby certify that my company complies with the mandatory requirements listed above

Company Name

Name of Authorized Representative

Signature

Date



The bid must also meet the following mandatory financial criteria:

Number	Mandatory Financial Criteria	MET or NOT MET
A	The value of requirement as identified within the Pricing Schedule, must not exceed \$1,130,000.00 CAD for the Total Evaluated Price for Transportation Services , including all professional remuneration fees, overhead costs, administration, and profits. Applicable taxes are included.	

4.1.2 Financial Evaluation

Only the proposals that are technically responsive will be considered for financial evaluation.

The price of the bid will be evaluated in Canadian dollars, applicable taxes are excluded.

For the purposes of bid evaluation, the Pricing Schedule will be used. The Bidder must provide all-inclusive firm unit prices per kilometer in accordance with the bid solicitation, for the initial contract period and option *period(s) (if applicable)*.

The volumetric data included in the pricing schedule detailed in the Pricing Schedule is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

The “TOTAL EVALUATED PRICE FOR TRANSPORTATION SERVICES” in the Pricing Schedule will be used to determine the financial evaluation score. The Good and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

The Pricing Schedule table is used for the purposes of financial evaluations only. The actual number of Level of Effort (number of trips) can be greater or less than the numbers identified in the Pricing Schedule table.

For evaluation purposes only, the following is how financial offers will be evaluated:
 For all firm unit prices listed in the Pricing Schedule: For each of the kilometric ranges, an average price will be determined for each kilometric range requested. The average price will be calculated as follows:

Sum of total estimated value for each period

Number of periods

The table below shows an example of how to calculate the average estimated total per kilometer.

The total estimated value for each period will be calculated as follows:

- a. the quoted unit price per kilometer will be multiplied by the level of effort (number of trips) then multiplied by the highest range of kilometers. From the example below, \$5.00 (quoted unit price per kilometer) x 10 trips (estimated level of effort) x 50 (highest value in the specified range of kilometers) results in a total estimated value of \$2,500.00 per period.



Once the total estimated value is calculated for each period, the average estimated total value per kilometeric range will be calculated by taking the sum of total estimated values for each period divided by the number of periods. From example:

$$\frac{\$2,500.00 + \$2,500.00 + \$2,500.00}{3} = \$2,500.00$$

3

*Note that the prices in the table below are fictitious and are provided as an example only

PRICING SCHEDULE

All-inclusive firm all inclusive unit price per kilometer										
A	B	C	D	E	F	G	H	I	J	K
			Contract Award to July 31, 2024	August 1, 2024 to October 31, 2024	November 1 2024 to January 31, 2025		Contract Award to July 31, 2024	August 1, 2024 to October 31, 2024	November 1 2024 to January 31, 2025	
Item	Type of Vehicle	Range of Kilometers	Initial Period	Option Period 1	Option Period 2	Estimated Level of Effort (number of trips)	Total Estimated Value for Initial Period	Total Estimated Value for option period 1	Total Estimated Value for option period 2	Average estimated total per Kilometeric range (H + I + J)
1	Buses of 56 pasengers	1-50	\$ 5.00	\$ 5.00	\$ 5.00	10	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00

4.1.3 Formulas in Pricing Schedule

If the Pricing Schedule provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

4.2 Basis of Selection

4.2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price found in Pricing Schedule table under “**Total Evaluated Price for Transportation Services**” will be recommended for award of a contract.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the [Integrity Regime website](#), to be given further consideration in the procurement process.



5.2.3 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the [Federal Contractors Program \(FCP\)](#) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the webpage.

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

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



PART 6 – SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirement

1. There is no security requirement associated with the requirement.

6.2 Insurance Requirements

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 bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex “F” – Insurance Requirements .

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. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 7 - RESULTING CONTRACT CLAUSES

APPENDIX “A”, GENERAL TERMS AND CONDITIONS

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

A1. Standard Acquisition Clauses and Conditions Manual

All instructions, general terms, conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual issued by Public Works and Government Services Canada (PWGSC) and in the Citizenship and Immigration Canada Terms and Conditions Manual.

A1.1 An electronic version of the [SACC Manual](#) is available on the Buy and Sell Website.

A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the [CIC Website](#).

A2. Terms and Conditions of the Contract

A2.1 The general terms, conditions and clauses identified herein by title, number and date, are hereby incorporated by reference into and form part of this Contract, as though expressly set out herein, subject to any other express terms and conditions herein contained.

A3. General Conditions

A3.1 General Conditions [CIC-GC-001 \(2024-01-10\)](#), Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



APPENDIX “B”, SUPPLEMENTAL TERMS AND CONDITIONS

B1. Priority of Documents

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

- a) The Articles of Agreement;
- b) Appendix “B” – Supplemental Terms and Conditions;
- c) Appendix “A” – General Terms and Conditions;
- d) Appendix “C” – Terms of Payment;
- e) Appendix “D” – Statement of Work;
- f) Appendix “E” – Basis of Payment
- g) Appendix “F” – Insurance Requirements;
- h) Appendix “G” – Vendor Information and Authorization Form;
- i) the Contractor's proposal dated _____(TBD)

B2. SACC Manual Clauses

The following SACC manual Clauses are incorporated by reference and form part of this Contract:

ID	Date	Title
<i>A9117C</i>	<i>2007-11-30</i>	<i>T1204 - Direct Request by Customer Department</i>
<i>A9116C</i>	<i>2007-11-30</i>	<i>T1204 Information Reporting by Contractor</i>
<i>C0705C</i>	<i>2010-01-11</i>	<i>Discretionary Audit</i>

B3. Security Requirement

There is no security requirement associated with the requirement.

B4. Period of Contract

The period of the Contract is from date of contract award to July 31, 2024.

B4.1 Option to Extend the Contract

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to **two (2)** additional **three (3) month** periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix “E”, Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



B5. Termination on Thirty (30) Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

B6. Certifications / Compliance and Additional Information

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.

B7. 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.

B8. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B9. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Appendix "D".



B10. Authorities

B10.1 Contracting Authority

The Contracting Authority for the Contract is:

<The Contracting Authority for the Contract is to be identified at Contract award>

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

B10.2 Project Authority

The Project Authority for the Contract is:

<The Project Authority for the Contract is to be identified at Contract award>

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

B10.3 Contractor's Representative

Name:

Title:

Organization

Address:

Telephone:

Facsimile:

E-mail address:

B11. Proactive Disclosure of Contract with Former Public Servants

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



APPENDIX “C”, TERMS OF PAYMENT

C1. Basis of Payment

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 Appendix E, to a limitation of expenditure of \$_____ (to be determined at contract award). Customs duties are included and Applicable Taxes are extra.

C2. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (to be determined at contract award). Customs duties are included and applicable taxes are extra, if applicable

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

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. 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.

C3. Method of Payment

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

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

C4. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$_____ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.



C5. Invoicing Instructions

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

Each invoice must be supported by:

- b) a copy of the release document and any other documents as specified in the Contract;
 - c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d) a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
_____ (*to be identified at contract award*)

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.



APPENDIX “D”, STATEMENT OF WORK

D1. Title

Transportation Services within Ontario.

D2. Objective

Immigration, Refugee and Citizenship Canada (IRCC) has a requirement for the transportation of up to 150 Asylum Claimants per week from various locations in Ontario to temporary accommodations located in the same province, The volumes of asylum claimants could fluctuate weekly.

D3. Background

IRCC is currently providing temporary accommodations and support services to asylum claimants in Ontario and Quebec. In extreme circumstances where there are not enough temporary accommodation space in Ontario, the contractor could be required to transport asylum claimants to various locations in the Greater Montreal area of Quebec.

D3.1 Terms and Acronyms

The following list of terms and acronyms is meant to assist in interpretation of this Requirement.

Term / Acronym	Definition
Temporary Accommodations	Hotel or other accommodations at which Asylum Claimants will be temporarily housed prior to long-term housing arrangements being made.
IRCC	Immigration, Refugees and Citizenship Canada.
Asylum Claimant	An individual arriving to Canada and claiming asylum. For the purposes of this contract, it may also include any humanitarian cohort as specified by IRCC.
POE	Port of Entry

D4. SCOPE OF WORK

D4.1 Transportation Routes and Schedules

IRCC requires transportation services for up to 150 Asylum Claimants per week for the following scenarios:

- a) From the temporary accommodations in Ontario to other locations in Ontario up to 500 KM from point of origin;



- b) From temporary accommodations in Quebec to other location in Ontario up to 1000 KM from point of origin; and
- c) Ad hoc transportation services from within Ontario to a destination up to 900 KM from the point of origin.

To minimize passenger disruption, no transfer of passengers between vehicles on a single trip is permitted. Each route must be completed by a single vehicle, unless mechanical difficulty arises requiring a replacement.

The Contractor's resources must coordinate with the IRCC support personnel, that include, but are not limited ground coordination staff, to ensure smooth embarkment and disembarkment of all passengers. This activity may include, but is not limited to, permitting the driver to:

- a. provide verbal directions to the passengers while on the bus;
- b. being directed to a specified pick-up, drop-off and/or parking location by airport or other authorities, or other considerations.

The Contractor may be required to follow additional guidance, to be provided by IRCC.

The specific addresses for each location to which the Contractor is required to provide services will be provided following contract award by IRCC or an authorized representative.

The Contractor must use the most efficient, direct route as possible between two given points. The Contractor must determine the most efficient route to meet the requirements of time/duration and kilometers travelled.

The Contractor must submit to IRCC Project Authority, or representative the planned routes for approval before scheduling any resources.

As required, the Contractor must perform the following:

D4.1.1 One-way transport from temporary accommodations in Ontario to another temporary accommodation in Ontario or in Quebec

The Contractor must transport asylum claimants from temporary accommodation sites in an Ontario municipality as indicated by IRCC. The groups to be transported to each temporary accommodation will vary in size. The Contractor may be required to pick up asylum claimants at multiple locations and then drop them off also, at multiple destinations if requested by IRCC.

The estimated number of people, their luggage size, pick up and drop-off points will be provided to the Contractor at least twenty-four (24) hours in advance of this transportation being required.

D4.1.2 Ad-hoc transportation services

The Contractor must provide transportation services to asylum claimants from various temporary accommodation sites within Ontario or Quebec to another location defined by IRCC, which may result in distances up to 1300 km between pick up and drop off points. The Contractor may be required to pick up asylum claimants at multiple locations and then drop them off at a single destination. The groups to be transported to each locations will vary in size. The estimated number of people, their luggage size, pick up and drop-off points will be provided to the Contractor at least twenty-four (24) hours in advance of this transportation being required.



D4.2 COMMUNICATION

The Contractor must assign a Project Manager who will be the main point of contact for IRCC and will be responsible for coordinating transportation requests. The Project Manager assigned by the Contractor must be available between 07:00 - 23:59 EDT/EST seven (7) days a week, to answer IRCC communications (via e-mail and telephone) and to manage the coordination of Contractor services throughout the course of the Contract. The IRCC Project Authority or authorized representative will maintain daily communication with the Project Manager to ensure that all transportation schedules are provided in order to coordinate the Contractor's schedule. The Project Manager must return calls within 30 minutes of any attempt from the IRCC or IRCC representative. The Contractor must make all vehicles available to IRCC within twenty-four (24) hours after a call is placed to the Project Manager.

IRCC will endeavor to communicate schedules of passengers at least three (3) hours ahead of the anticipated departure times. Delays or changes to departure times that will occur will be communicated by IRCC to the Project Manager as promptly as possible. IRCC can cancel a trip within 12 hours of departure with no cancellation fee.

In addition, the Project Manager must give updates as required to IRCC or its representative, on the status of service delivery, ensuring that any concerns to be addressed are promptly communicated for discussion, such as the need for changes in buses due to mechanical or other issues, changes to drivers due to illness or other issues, or any other relevant concerns.

The Project Manager must ensure that the Project Authority, or representative, is promptly informed by phone and email of any vehicle breakdown, accident or delay, and is advised of service interruption and any resulting schedule changes. The Project Manager must also promptly inform the Project Authority or representative of any problems encountered with individuals using the transportation services, such as insufficient accessible seating space, overcapacity of persons or luggage, or other concerns.

D4.3 VEHICLE SPECIFICATIONS

The Contractor must provide vehicles and any replacement vehicles that meet the following requirements, at a minimum:

- a. The passenger seating capacity must be able to accommodate one individual or multiple individuals per vehicle with their personal belongings as required.
- b. Buses (up to 56 passengers) as required. Luxury vehicles are not accepted;
 - a. All vehicles must have functioning heating and air conditioning systems in order to provide comfortable temperatures for passengers;
 - b. All vehicles must be equipped with a stocked first aid kit and a functioning fire extinguisher during the entire period of the contract, and meet all required standards related to passenger safety;
- c. Vehicles must be in good working order, adhering to any and all provincial



and federal standards, and must have all required safety equipment properly installed and operating correctly;

- d. Should a vehicle become unserviceable, the Contractor must provide a replacement vehicle of equal standard or better that must be dispatched within thirty (30) minutes of the call being placed to the Contractor. All efforts must be made to ensure the comfort of passengers while waiting for a replacement vehicle. Passengers must not be made to wait outside for the replacement vehicle unless there is no other safe option;
- e. Vehicles must be cleaned (inside and out), and must be disinfected (inside) after every trip to ensure an acceptable level of cleanliness; IRCC Project Authority, or representative reserves the right to inspect the inside of the vehicles and take notes and photos of any existing damages or discrepancies before departure or on the arrival.
- f. Vehicles must have valid vehicle safety certificates, registrations and insurance required to operate in Quebec and Ontario, in accordance with the applicable law(s), during the entire period of the Contract;
- g. Trips that span a distance longer than 500KM must include a functioning restroom.
- h. The Contractor must have a minimum of one (1) vehicle in the operational fleet for persons with disabilities and/or who require wheelchair access.

D4.4 OPERATING REQUIREMENTS

The Contractor must:

- a. **Be licensed to transport passengers within Ontario, Quebec and between all locations in Ontario, Quebec, as per the Statement of Work detailed herein and in accordance with the applicable law(s), during the entire period of the Contract. The contractor must be able to provide proof of licensing and necessary permits upon Canada's request.**
- b. Maintain valid vehicle safety certificates that are available at all times; and
- c. Have valid liability insurance during the entire period of the Contract to an amount that covers all vehicles and passengers, as per industry standards. The Contractor must provide proof of insurance upon Canada's request.
- d.

D4.5 DRIVER REQUIREMENTS AND TASKS



The Contractor must provide one (1) driver per vehicle and as required, back-up drivers. The Contractor must ensure that all drivers and back up drivers meet the following requirements and perform the following tasks:

- a. Drivers must not have been convicted or found guilty within five (5) years of contract award of any offence under the Criminal Code of Canada. The contractor must provide a proof criminal record check upon Canada's request;
- b. Drivers must provide continuous service as per the schedule provided by IRCC. Drivers must be prepared to provide services for approximately six (6) to eight (8) hours per day and may be required to travel at night, on weekends, or during statutory holidays. The Contractor must ensure that drivers abide by provincial requirements for the maximum allowable consecutive driving hours;
- c. The Contractor must have a back-up drivers available in case the driver scheduled becomes unavailable for any reason. The back up driver would be expected to drive a replacement vehicle to a required location, as necessary within 1 hour, for the entire period of the Contract;
- d. Drivers must possess a good driving record, a valid driver's license required to operate the class of vehicle they are operating during the entire period of the Contract, and must abide by all traffic acts and requirements and operate the vehicle safely. The Contractor must provide a copy of the drivers' valid driver's licenses upon Canada's request;
- e. Drivers must ensure that no passengers from their vehicle are left at any rest stop. Once arrived at the destination, the driver must ensure that the vehicle is empty of all people and belongings;
- f. Drivers must wear clothes and other apparel that are clean and suitable for a business environment;
- g. Drivers must each have a radio, hands-free communication system, or similar device while operating a vehicle to ensure safe, smooth and efficient service;
- h. Drivers must ensure that appropriate signage (as confirmed by IRCC) is displayed within the vehicle to identify its temporary accommodations destination. This signage must be provided by the Contractor in both French and English;
- i. If required, drivers must move the vehicle closer to the building to facilitate embarkment and disembarkment of individuals with limited mobility;
- j. Drivers must ensure that aisles in the vehicles remain clear at all times;
- k. **Idle policy** – no vehicle idle is permitted at designated stops while stopped and waiting for the next departure, while the driver is not on board or beyond a 3-minute warm-up/cool down period; and
- l. No ignition key must be left on board vehicle at designated stops while the driver is not on board.

D4.6 SERVICE DELIVERY STANDARDS

The Contractor must ensure that all resources deployed in the provision of services under the Contract are properly trained and qualified to fulfill their responsibilities, and that all Contractor resources work in a professional and courteous manner.



The Contractor must promptly communicate any complaints received from passengers about any Contractor resources to IRCC, and carry out any remedial actions as determined by IRCC (e.g. reassignment or removal of resource).

For the services provided under D4.1.5 Ad-hoc Transportation Services, the Contractor must ensure that there are a sufficient number of vehicles available at pick up locations to clients within twenty-four (24) hours after a request is made to the Project Manager.

The Contractor must provide and maintain quality assurance to ensure accessibility, timeliness and professionalism of services; responsiveness of staff/resources; and adherence to professional standards.

D5. DELIVERABLES

The Contractor must provide timely provision of an adequate number of vehicles and trained drivers to conduct required transportation services on demand, as described in section *D4. Scope of Work*, above, and the Reports described in section *D7. Reporting*, below.

Based on the number of Asylum Claimants in need of transportation, the Contractor may need to dedicate at minimum one vehicle and one driver to provide these services.

D6. CANCELLATION POLICY

IRCC can cancel a trip within 12 hours of departure with no cancellation fee.

Cancellation within 12 hours before departure	No cancellation fee
Cancellation within 6 hours before departure	50% of the full amount can be invoiced to IRCC
Cancellation within 3 hours before departure	Full amount will be paid to contractor

D7. REPORTING

The Contractor must provide the following reports via Excel or PDF to IRCC:

Report	Frequency
Number of trips, per route, per day, including duration of each, and total duration and mileage of all trips.	Each day travel takes place
Hours worked per driver and total resource levels of effort provided for each route, including any back-up resources.	Weekly



Vehicle logs with per-trip information including the bus's starting and ending kilometers, the start and end time, the number of passengers transported, and the amount of idle time.	Weekly.
Report of any issues, including but not necessarily limited to mechanical issues with any bus and information on replacements (length of time from mechanical breakdown to the replacement bus continuing the interrupted schedule); needs for additional capacity, by date, location and route; complaints by passengers; and any other issues that arose during the reporting period.	Weekly
Telephone / e-mail <i>ad hoc</i> reports on a given day, back- up support, administration, or other matters as required.	As required.

D8. LANGUAGE REQUIREMENTS

The Contractor's Project Manager or a designated employee, must be capable of providing services in English and French.

D9. AVAILABILITY OF PERSONNEL

The Contractor certifies that they, its employees and subcontractors will be available to commence performance of the work from the Contract award date and will remain available to perform the work in relation to the fulfillment of this requirement.

D10. AVAILABILITY OF PERSONNEL

The Contractor must have a minimum of one (1) vehicle in the operational fleet for persons with disabilities and/or who require wheelchair access, twenty-four (24) hours a day and seven (7) days a week.

D11. DIVERSITY

IRCC is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values.

More information can be found at:

<https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>



APPENDIX “E”, BASIS OF PAYMENT

During the period of the contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included and applicable taxes are extra.

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Pricing Schedule.

Bidders must provide pricing in the format specified for each component identified in the Pricing Schedule. Failure to provide prices in the format specified will render the proposal non-responsive.

The firm all-inclusive per kilometer rate Includes the following costs that may be incurred in providing the required services: office space, computer hardware and software, word processing, preparation of reports, photocopying, facsimile services, telephone services, driver rates, local travel expenses, and administration related to non-local travel expenses. "Local" as used here is defined as where the Work is to be performed in Canada as may be specified in the RFP and the resulting Contract(s).

Overtime and statutory holidays are included in the firm all-inclusive per kilometer rate

Transportation services					
All-inclusive firm all inclusive unit price per kilometer					
			Contract Award to July 31, 2024	August 1, 2024 to October 31, 2024	November 1 2024 to January 31, 2025
Item	Type of Vehicle	Range of Kilometers	Initial Period	Option Period 1	Option Period 2
1	Buses of 56 pasengers	1-50	\$	\$	\$
2	Buses of 56 pasengers	51-250	\$	\$	\$
3	Buses of 56 pasengers	251-1000	\$	\$	\$



1.1 Definition of a Day/Proration:

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the fixed daily rate will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

1. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
2. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



APPENDIX “F”, INSURANCE REQUIREMENTS

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a) **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Minister of Citizenship and Immigration.
- b) **Bodily Injury and Property Damage** to third parties arising out of the operations of the Contractor.
- c) **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f) **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) **Employees and, if applicable, Volunteers** must be included as Additional Insured.
- h) **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.



- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Automobile Liability Insurance



1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2. The policy must include the following: a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

b. Accident Benefits - all jurisdictional statutes

c. Uninsured Motorist Protection

d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

e. OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire

f. OPCF/ SEF/ QEF #6b - School Bus Endorsement

g. OPCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement

h. OPCF/ SEF/ QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:

8 to 12 Passengers: \$5,000,000

13 or more Passengers: \$8,000,000

i. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27



APPENDIX "G", VENDOR INFORMATION AND AUTHORIZATION FORM

Vendor Name and Address

Legal Status (incorporated, registered, etc.)

- Individual (Sole proprietor)
- Privately owned corporation
- Joint Venture or Corporate entity
- Other (specify): _____

GST or HST Registration Number and Business Number (Revenue Canada)\

Name and Title of Person authorized to sign on behalf of Vendor

Print Name _____ Title _____

Signature _____ Date _____

Central Point of Contact

The Vendor has designated the following individual as a central point of contact for all matters pertaining to the proposed contract, including the provision of all information that may be requested:

Name and Title _____

Telephone _____ Fax _____

Email _____

Each proposal must include a copy of this page properly completed and signed.