

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**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 BUS FOR CEREMONIAL GUARD	
Solicitation No. - N° de l'invitation W5942-12TN01/A	Date 2012-05-04
Client Reference No. - N° de référence du client W5942-12TN01	
GETS Reference No. - N° de référence de SEAG PW-\$\$LP-004-60402	
File No. - N° de dossier lp004.W5942-12TN01	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-22	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Tremblay, Karine	Buyer Id - Id de l'acheteur lp004
Telephone No. - N° de téléphone (819) 956-4360 ()	FAX No. - N° de FAX (819) 956-7500
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE HANGER 14 UPLANDS SITE OTTAWA Ontario K1A0K5 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

Travel Procurement Services Division/Division des services
d'approvisionnement en voyage
Place due Portage, Phase III, 7B3
Portage III 7B3
11, rue Laurier/11 Laurier St.
Gatineau
Québec
K1A 0S5

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

**REQUEST FOR PROPOSAL
SHUTTLE BUS SERVICE FOR CEREMONIAL GUARD
FOR DEPARTMENT OF NATIONAL DEFENCE**

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

This work is for the provision of five (5) buses with drivers for the Ceremonial Guards, for the Department of National Defence, Ottawa, Ontario for the period of June 26, 2012 to August 24, 2012 (see the complete Statement of Work in Annex A).

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

You are reminded that this solicitation requires the compliance and/or completion of requirements attached as an Annex and forming part of this document.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. **Bid Preparation Instructions**

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

Section I: Technical Bid, two (2) hard copies of:

- Commercial Vehicle Operator's Registration;
- Safety Standards Certificates;
- List of buses;
- Insurances - Annex C.

Section II: Financial Bid, one (1) hard copy of Basis of Payment - Annex B

Section III: Certifications and Contractor Contacts, one (1) hard copy of :

- Certifications - Annex E and Annex F;
- Contractor Contacts - Annex D.

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 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement.

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work defined at Annex A.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

Mandatory Requirement are as follows:

- M1** The offeror must provide a proof of a valid and current Commercial Vehicle Operator's Registration (CVOR) from the Ontario Ministry of Transportation for the operations of the bus services mentioned in Annexe A - Statement of Work.
- M2** In accordance with the Ontario Highway Traffic Act and Regulations, the offeror must provide copies of Safety Standards Certificates issued by Ontario's Motor Vehicle Inspection Station, for the buses listed below.

In their technical offer, offerors must provide description of each type of buses of which they propose to offer.

Quantity-five (5)

	YEAR	MODEL	MAKE
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____
5)	_____	_____	_____

Inspection of vehicles

The vehicles must be made available by the successful bidder when requested by Canada for inspection and approval by Department National Defence's Representative prior to awarding of the Contract.

Any change to the above vehicles in conjunction with this Contract must be approved by the Project Authority.

- M3** The offeror must provide proof of a Commercial General Liability Insurance and Automobile Liability Insurance, which includes eight (8) million dollars for 13 or more Passengers for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limit, as requested in Annex C, within ten (10) days after the Contract award date.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, as submitted in Annex B - Basis of Payment.

2. Basis of Selection

A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria

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

Lowest evaluated price of this requirement will be based on the sum of the proposed daily prices for schedules "A", "B" and "C" times sixty (60) days (the period from June 26, 2012 to August 24, 2012).

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The

Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. **Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

1.1 **Federal Contractors Program - Certification**

SACC Manual clause A3030T (2010-08-16) Federal Contractors Program, Annex E.

1.2 **Former Public Servant Certification**

SACC Manual clause A3025T (2010-01-11) Former Public Servant Certification, Annex F.

PART 6 - RESULTING CONTRACT CLAUSES

1. **Security Requirement**

There is no security requirement associated with the requirement.

2. **Statement of Work**

The Contractor must perform the shuttle bus service in accordance with Annex A - Statement of Work.

3. **Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions. Manual issued by Public Works and Government Services Canada.

(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

3.1 **General Conditions**

2010C (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

4. **Term of Contract**

4.1 **Period of the Contract**

The period of the Contract will be from June 26, 2012 to August 24, 2012 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Karine Tremblay
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
7B3-39, Place du Portage, Phase III
Gatineau, Québec K1A 0S5
Telephone: 819-956-4360
Facsimile: 819- 956-4944
E-mail address: karine.tremblay@tpsgc-pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

To be inserted at the issuance of the Contract.

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.

5.3 Contractor's Representative

To be inserted at the issuance of the Contract.

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm daily or hourly rates, as specified in Annex B, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.3 Monthly Payment

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

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

7. Invoicing Instructions

7.1 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.

7.2 Invoices must be distributed as follows:

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

Attention: Chief Dispatcher
Department of National Defence
Transport Section - I/C GPV
CFSU Ottawa
Uplands Site, Hgr. #14
Transportation
Ottawa, Ontario
K1A 0K5

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

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

-
- (a) the Articles of Agreement;
 - (b) 2003 (2012-03-02), Standard Instructions Goods or Services - Competitive Requirements;
 - (c) 2010C (2012-03-02) General Conditions - Services (Medium Complexity);
 - (d) All the annexes;
 - (e) the Contractor's bid dated _____ 2012

11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C.

SACC Manual clause G2001C (2008-05-12) Commercial General Liability Insurance and
SACC Manual clause G2020C (2008-05-12) Automobile Liability Insurance

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.

ANNEX A STATEMENT OF WORK

For the provision of five (5) buses with drivers for the Ceremonial Guards, Department of National Defence, Ottawa, Ontario, for the period of June 26, 2012 to August 24, 2012. (60 days).

To provide the following vehicles with drivers to augment Ceremonial Guards as follows:

A) Four (4) Activity buses with drivers required daily from 08:30 AM to 11:30 AM, to transport the Ceremonial Guards from Carleton University to Cartier Square. The buses will then depart from Cartier Square between 10:30 AM - 10:45 AM with personnel and return to Carleton University.

B) One (1) Activity bus with driver will be required daily from 07:30 AM to 11:30 AM, to transport the Ceremonial Guards from Carleton University to the following locations:

- Personnel from Cartier Square;

- Remainder of personnel to proceed to National War Memorial and Rideau Hall and return to Cartier Square.

This bus will then depart from Cartier Square between 10:30 AM - 10:45 AM with personnel and return to Carleton University.

NOTE:

- Buses and drivers in para (A) and (B) are required to wait at Cartier Square until departure time at 10:30 AM in case of inclement weather in which case, the Ceremonial Guards will have to be picked up enroute and bused to Parliament Hill and;

- Bus drivers are to report to the Transport Co-ordinator upon arrival each morning to confirm requirements (i.e.: inclement weather, changes to pick up point, etc.).

C) One (1) activity bus with driver (same bus as in "B" above) will be required to be on Standby during the day for possible inclement weather then each evening from 04:45 PM to 05:30 PM, to transport the Ceremonial Guards from Rideau Hall and National War Memorial to Carleton University.

BUS SPECIFICATIONS:

- 47 to 49 passenger capacity with tinted windows and under baggage compartments.

- The lower luggage compartment must have mattresses inside to avoid damage on the equipment and maintain them clean.

- The overhead rack must have a solid flat base, not the standard chrome bar type.

- A chrome rack covered with rubber matting is acceptable.

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- Individual seats of cloth material are required to aid in eliminating any marks/creases or wrinkles forming on uniforms.

Since the buses are used for extremely high profile public events on Parliament Hill, Rideau Hall and other locations. Under no circumstances are the standard white or yellow school buses acceptable. Outside appearance is to be of neutral colour.

Buses are to be maintained in a serviceable and presentable condition at all times.

If the conditions of this requirement are not met (i.e.: supplier provides unsatisfactory services), the contract will be terminated.

PICK-UP AND DELIVERY:

The drivers shall pick-up all personnel at the specified area of departure and transport them to the designated drop-off destinations.

Drivers will be briefed daily on their requirements.

Whenever a bus is out of service for repairs due to normal wear and tear or accidental damage, the supplier will replace this bus with another one of the same type.

INVOICING INSTRUCTIONS:

Invoices are to be submitted monthly to the following address:

Department of National Defence
Transport Section - I/C GPV
CFSU Ottawa
Uplands Site, Hgr. #14
Transportation
Ottawa, Ontario
K1A 0K5

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ANNEX B BASIS OF PAYMENT

1) Schedule "A":

\$_____ firm total daily rate for four (4) buses with drivers (08:30 AM to 11:30 AM)

2) Schedule "B" and "C":

\$_____ firm daily rate for one (1) bus with driver (07:30 AM to 11:00 AM

and 04:45 PM to 05:30 PM); and standby between timings

3) In case of unexpected events, a firm hourly rate for one (1) bus with driver is required:

\$_____ per hour.

The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

ANNEX C COMMERCIAL GENERAL LIABILITY INSURANCE

SACC Manual clause G2001C (2008-05-12) Commercial General Liability Insurance

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

AUTOMOBILE LIABILITY INSURANCE

SACC Manual clause G2020C (2008-05-12) 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e.Permission to Carry Passengers for Compensation or Hire
 - f.Public Passenger Vehicles Endorsement
 - g.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
 - h.Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec:QEF #27 / Other Provinces: SEF#27

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**ANNEX D
CONTRACTOR CONTACTS**

1. Bidder Information	
Name:	
Position/Title:	
Telephone number:	
Cellular number:	
Fax number:	
E-mail address:	
2. Company Information	
Name:	
Street Address:	
City:	
Province:	
Postal Code:	
Direct Phone Number:	
Fax Number:	
Toll Free Number:	
Website Address:	

Note: Procurement Business Number (PBN)

If you do not have a PBN, please obtain your number using the following instructions:

Canadian suppliers are required to have a Procurement Business Number (PBN) before contract Award. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Internet site at: <http://contractscanada.gc.ca>

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

ANNEX E
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

SACC Manual clause M2000T (2010-08-16) Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2.If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3.The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

d.() is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

ANNEX F FORMER PUBLIC SERVANT CERTIFICATION

SACC Manual clause A3025T (2010-01-11) Former Public Servant Certification

Contracts with 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 with FPS, offerors must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.