

## REQUEST FOR QUOTATIONS

**Subject:** 

## **Automobile Insurance**

For further details, please refer to the Statement of Requirement attached as Appendix "A" of this document.

Issue Date: April 10, 2014

Closing Date and Time: April 25, 2014 at 10:00am RFQ No: SEN-038 13/14

#### INSTRUCTIONS TO BIDDERS

- 1. The Senate of Canada invites the submission of quotations for the supply of the goods or services stated in this document and in accordance with the stated mandatory requirements set forth in this Request for Quotations (RFQ).
- 2. Quotations must be received by the Senate of Canada on or before the stated closing date and time. Quotations received after the stated closing date and time will be rejected and not considered.
- 3. All specifications stated in this document are mandatory and no substitutes are allowed.
- Unless otherwise indicated herein by the Senate of Canada, all prices are to be in Canadian funds.
- 5. The Senate is PST exempt. GST/HST will be paid on the Total Proposed Price; however, it should not be reflected in the Total Proposed Amount.
- 6. Contract award will be based on the lowest cost quotation that meets all stated requirements submitted by a qualified supplier.
- 8. Failure to sign the cover page will result in the disqualification of the proposal.
- 9. "The Senate requests that its suppliers demonstrate and develop good environmental practices. In the event that the price quoted by more than one supplier is the same, consideration will be given to the supplier whose Environmental practices are identified in their quotation. Therefore suppliers should indicate in their quotation in what way they promote a safe environment in their manufacturing, administrative and / or purchasing practices. Preference will be given to suppliers for this criterion who have implemented formal programs and received certification such as ISO 14001. In the event that no suppliers meet the formal certification requirement, consideration to suppliers who have implemented a formal environmental policy that includes environmental audits and review programs may be exercised. This policy and program should include some or all of the following: packaging, recycled or remanufactured content, take-back programs, renewable and / or sustainable resources, non-hazardous products, reusable and recyclable packaging, etc

#### **SENATE INFORMATION**

Deliver address:

The Senate of Canada Finance and Procurement Directorate 40 Elgin Street, 11<sup>th</sup> Floor, room 1134 Ottawa, Ontario K1A 0A4

Fax. no: 613-947-1943

PLEASE MARK ALL CORRESPONDANCE WITH THE RFQ NUMBER INDICATED ABOVE

Contact:

Telephone no:

613-947-1932

Jean Millette

E-mail address: millei@sen.parl.gc.ca

## SUPPLIER SIGNATURE BLOCK

The bidder offers and agrees to sell to the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document the goods or services listed herein and on any attachment at the price(s) set out therefore.

## PLEASE COMPLETE, SIGN AND RETURN ALL DOCUMENTS ENCLOSED WITH YOUR RESPONSE.

Name of Firm:			
Authorized Signature: _			-
Name:			-
Position Title:			
<b>Business Number:</b>			
Date:	Telephone no	Fax:	

# APPENDIX "A" STATEMENT OF REQUIREMENT

The Senate of Canada requires price quotations for the following services. All stated specifications are mandatory in nature and no substitutes are allowed.

Item	Description		Qty	Unit Price	Total Price
1	2007 Toyota Camry LE (4 cylinder) Model	Private Passenger	1		
	BE46KP AA, automatic transmission, Body				
	type 4D				
2	2014 Ford/Goshen Coach E350/Pacer II LTD,	Bus Unit	1		
	16 passengers plus driver, Body type BU				
3	2014 Ford/Goshen Coach E350/Pacer II LTD,	Bus Unit	1		
	10 passengers plus driver, wheelchair				
	accessibility, Body type BU				
4	2004 International Diamond SPECtm 4300	Heavy	1		
	SBA 4X2 (MA025) Model 40S, Body Type CT	Commercial Unit			
5	2009 Toyota Camry LXS, automatic	Private Passenger	1		
	transmission, 6 cylinders, Body type 4D				
6	2013 Chevrolet Equinox, , 4 cylinder, automatic	Private Passenger	1		
	transmission, Body type TY				
7	2012 Ford Transit Connect, Model S6B 310A,	Light Commercial	1		
	automatic transmission, body type FV	Unit			
8	2012 Ford Transit Connect, Model S6B 310A,	Light Commercial	1		
	automatic transmission, body type FV	Unit			

TOTAL PROPOSED PRICE:

\$

## SPECIAL INSTRUCTIONS INCLUDING MANDATORY REQUIREMENTS:

All drivers are 25 years and over

Minimal coverage should include the following:

Third Party Liability – \$5,000,000 Accident Benefits – Basic Benefits Uninsured Automobiles – Included Direct Compensation – Nil Deductible Collision Deductibles –

- \$500 on Private Passenger and Light Commercial units
- \$1,000 on Heavy Commercial units
- \$2,500 on Bus units

Comprehensive Deductibles –

- \$300 on Private Passenger and Light Commercial units
- \$1,000 on Heavy Commercial units
- \$2,500 on Bus units

Endorsements: Ontario Policy Change Form

 OPCF# 6A – Permission to Carry Passengers for Compensation (buses only)

- OPCF# 20 Transportation Replacement \$1,000 Limit
- OPCF# 27 Liability for Physical Damage to Non Owned Automobiles. All Perils with a \$300 Deductible
- OPCF# 43 Limited Waiver of Depreciation (vehicles that qualify)
- OPCF# 44 Family Protection Endorsement

## 1. Rated Evaluation Criterion

I. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP will be disqualified.

The rated evaluation criterion is:

#### **R1 Environmental Initiatives:**

The Bidder must demonstrate the environmental initiatives it has implemented as part of everyday business operations.

R1 Environmental Initiatives	Score	Maximum Points
O Points: No description provided OR the description provided does not demonstrate that the Bidder has implemented a corporate environmental initiative.  1 Point: The description does not clearly demonstrate that the Bidder has implemented a corporate environmental initiative. Clarification required.  2 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to ONE of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling, or other similar initiatives.  3 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to TWO of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling, or other similar initiatives.  4 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. AND the description demonstrates that the Bidder holds a third-party certification such as ISO 14001, EcoLogo, EnergyStart, Green Seal, Energuide, or other verifiable certification. To obtain maximum points, a copy of the certification must accompany the bid.	Score	/4
Total Score for Environmental Initiatives		/4



#### 1. Appropriate Law

I. This contract shall be governed by and construed in accordance with the laws in force in the province of Ontario.

#### 2. Assignment

- The contract shall not be assigned in whole or in part by the Contractor without the prior
  written consent of the Senate of Canada and any assignment made without that consent is void
  and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

#### 3. Time is of the Essence

- I. Time is of the essence in this contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

## 4. Indemnity Against Claims

- I. Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of;
  - any injury to persons (including injuries resulting in death) or loss of or damage to
    property of others which may be alleged to be caused by or suffered as a result of the
    carrying out of work or any part thereof; and
  - any liens, attachments, charges or other encumbrances or claims upon or in respect of
    any materials, parts, work in progress or finished work delivered to or in respect of
    which any payments has been made by the Senate of Canada.

## 5. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Senate of Canada if it is determined that the work, services or goods provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate of Canada upon a thirty (30) days written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this agreement upon a sixty (60) days written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

Continuation

#### 6. Warranties

The Contractor warrants that:

- The Contractor is competent to perform the Work required under this Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide under this Contract a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- III. The Contractor has complete authority to enter into this Contract;
- IV The Contractor warrants all work and services performed or goods delivered for a period of no less than 12 months from the completion of services or date of delivery.

#### 7. Records to be Kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services or delivery of goods.

## 8. Confidentiality

I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or contractors to which the Contractor or any of its employees, or agents or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

#### 9. Rules and Regulations

I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.

#### 10. Miscellaneous Restrictions

I. Under no circumstances shall the Contractor use any stationery with Senate of Canada letterhead to conduct business under this agreement. The Contractor, its directors, officers, employees and agents shall not represent themselves as an agent of the Senate of Canada.

#### 11. No Implied Obligations

I. It is the intention of the parties that this agreement is for the provision or work, services or goods. The Contractor is engaged as an independent contractor providing work, services or goods in accordance with this contract, to the Senate of Canada. The Contractor's directors, officers, employees and agents are not engaged as Senate employees and are not subject to the terms and conditions of employment applicable to the employees of the Senate of Canada.

#### 12. Amendments to the Agreement

I. No person other than the Manager of Procurement and Contracting or his designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

**Continuation** 

#### 13. Conflict of Interest

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

#### 14. Discrimination and Harassment in the Workplace

- I. The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Senate of Canada reserves the right to immediately terminate the Contract. In such cases, the Senate of Canada shall only be liable for payment for goods delivered or services performed. No other costs or fees shall be due or payable by the Senate of Canada.

#### 19. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes.
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

#### 20. Basis of Payment

The Senate shall only be liable for payment of goods or services that are received and accepted by the Senate and that are ordered through a formal Senate Purchase Order. All such goods and services must be in accordance with this RFQ and the selected Contractor's response to such.

## 21. Method of Payment

I. A claim in the form of an itemized invoice certified by the Contractor shall be forwarded to;

The Senate of Canada Finance and Procurement Directorate Parliament Buildings Ottawa, Ontario K1A 0A4

Or by e-mail at: finpro@sen.parl.gc.ca

- II. Payment by the Senate of Canada to the Contractor for work, goods or services, shall be made;
  - In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
  - In the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later;
  - If the Senate of Canada has any objections to the form of the claim for payment or its contents, written notification of the nature of such objections shall be forwarded to the Contractor within fifteen (15) days of its receipt.

Continuation

#### 22. Interest on Overdue Accounts

- I. In this section, an amount is "due and payable" when it is due and payable by the Senate of Canada to the Contractor according to the terms and conditions of the contract.
- II. For the purpose of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. In this section, "date of payment" means the day prior to the date of the negotiable instrument drawn by the Receiver General for Canada and given in payment of an amount payable.
- IV. In this section, "Bank Rate" means the discount rate of interest set by the Bank of Canada.
- V. The Bank rate shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- VI. The Senate of Canada shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment, inclusive. However, interest shall not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate of Canada is responsible for the delay in paying the Contractor. In the event that the Senate of Canada is not responsible for the delay in paying the Contractor, no interest shall be paid.

VII. The Senate of Canada shall not be liable to pay the Contractor any interest on unpaid interest.

## 23. Advertisement

I. The Contractor shall not without prior written consent from the Senate, advertise or publicize any work performed or goods provided to the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from Senate source files.

#### 24. Entire Agreement

I. This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

#### 25. Date of Completion of Work

I. To start on May 12, 2014 for a period of 3 years. There is an option to renew for two additional one-year periods upon acceptance by both parties.

#### 26. Debriefing Sessions

I. A bidder in a competition may request a debriefing session within two days of the day on which the bidder was notified of the results. The debriefing session shall take place no later than four days after the day on which all bidders were notified of the results.

## 27. Closing Date and Time

- I. Proposals must be received no later than Friday April 25, 2014 at 10:00AM ET. Proposals received after this time and date will remain unopened and will not be considered.
- II. All proposals will be ensured complete physical security from the time of receipt to the time of opening. Proposals will not be publicly opened.