
TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION –	1
1.1 SECURITY REQUIREMENTS	2
1.2 SUMMARY	2
1.3 DEBRIEFINGS	2
1.4 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS	2
2.3 FORMER PUBLIC SERVANT	3
2.4 ENQUIRIES - BID SOLICITATION	4
2.5 APPLICABLE LAWS	4
PART 3 - BID PREPARATION INSTRUCTIONS	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.2 BASIS OF SELECTION	6
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES	8
6.1 SECURITY REQUIREMENTS	8
6.2 STATEMENT OF WORK	8
6.3 STANDARD CLAUSES AND CONDITIONS	8
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	9
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	10
6.7 PAYMENT	10
6.8 INVOICING INSTRUCTIONS	11
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	11
6.10 APPLICABLE LAWS	12
6.11 PRIORITY OF DOCUMENTS	12
ANNEX "A" - STATEMENT OF WORK	13
ANNEX "B" – VEHICLE INSPECTION CHECKLIST	19
ANNEX "C" – FINANCIAL BID – BASIS OF PAYMENT	20
ANNEX "D" – ELECTRONIC PAYMENTS	22
ANNEX "E" - EVALUATION CRITERIA & BASIS OF SELECTION	23
ANNEX "F" - CERTIFICATIONS	25
ANNEX "G" - INSURANCE REQUIREMENTS	29

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the Contract.

1.2 Summary

The Federal Economic Development Agency for Southern Ontario (FedDev Ontario) is seeking to establish multiple contracts if required for CarSharing Program Services, as defined in Annex "A", Statement of Work, from contract award to September 30, 2021 with four (4) one-year option periods.

The estimated aggregate value of this requirement is less than \$180,000 (including HST) over the initial contract period plus the four (4) one-year option periods.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.5 Canadian Content

The requirement is limited to Canadian services.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003 \(2018-05-22\)](#) 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 **Federal Economic Development Agency for Southern Ontario (FedDev Ontario)** Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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

2.3 Former Public Servant

a. Information Required

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

b. 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 maybe:

- 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.

c. Former Public Servant in Receipt of a Pension

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

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

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

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

d. 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- a) If the Bidder chooses to submit its bid by **email**, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

b) If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 the technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Bidders are also advised that the experience is of the closing date of the RFP.

Refer to ANNEX E, Attachment 1 to Part 4.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

Section IV: Additional Information

The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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

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.

Rental Vehicles must include all services required. **See ANNEX A – Statement of Work.**

4.1.2 Financial Evaluation

Responsive bids will be evaluated in Canadian Dollars based on prices submitted in ANNEX C – Basis of Payment. The price of the bid will be evaluated in Canadian dollars, all taxes excluded, if applicable. FOB destination, Canadian customs duties and excise taxes included.

See ANNEX “C”, BASIS OF PAYMENT

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated monthly rate per geographic location will be recommended for award of a contract.

If there are no bidders able to provide all vehicles, multiple contracts will be awarded on a lowest bid basis.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any

certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

5.1.2.1.1 *SACC Manual* clause [A3050T](#) (2018-12-06) Canadian Content Definition

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

[Development Canada \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

5.2.3 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "G". 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

5.2.3.2.1 SACC Manual Clause G1001C (2013-11-06) Insurance

5.3 SACC Manual Clauses

A09049C (2011-05-16), Vehicle Safety

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex 'A'.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the issuance until **September 30, 2021** inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) 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 the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Option to Extend – Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of thirty (30) days under the same conditions to ensure the required transition. 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 the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Dianna Pietsch
Title: Senior Procurement Officer
Federal Economic Development Agency for Southern Ontario
Address: 101-139 Northfield Drive West
Waterloo, ON N2L 5A6

Telephone: 519-500-5937
E-mail address: Dianna.pietsch@canada.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: (Complete at Contract Award)

Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative

Name: (Complete at Contract Award)
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at ANNEX "C, to a limitation of expenditure of \$ (to be inserted at Contract award). Custom duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be inserted at Contract award). Customs duties are included, and Applicable Taxes are extra.

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.

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

6.7.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for the 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.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

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

Invoices must be emailed to: fdo.procurementservices-approvisionnement.fdo@canada.ca

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 Canadian Content Certification

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

6.9.3 SACC Manual Clauses

SACC Manual Clause G6001C (2008-05-12) Vehicles – Long Term Lease
SACC Manual Clause 4009 03 (2012-07-16) Liability
SACC manual Clause (2012-07-16) Confidentiality
SACC Manual Clause 2010B 24 (2014-09-25) Default by the Contractor

6.10 Applicable Laws

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

6.11 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) The supplemental general conditions
- (c) The general conditions 2010C (2018-06-21)
- (d) Annex A, Statement of Work
- (e) Annex C, Basis of Payment
- (f) Annex G, Insurance Requirements
- (g) The Contractor's bid dated _____

ANNEX "A"

STATEMENT OF WORK

1.0 PURPOSE

The Federal Economic Development Agency for Southern Ontario (FedDev Ontario) has a requirement for up to ten (10) rental vehicles, to replace aging Agency vehicles for our three (3) office locations in Ontario.

2.0 TITLE OF PROJECT

CarSharing Program Services

3.0 BACKGROUND

FedDev Ontario requires dedicated rental vehicles for authorized government employees traveling on government business in the provinces of Ontario, and Quebec, for a period of less than 31 days.

4.0 SCOPE

The Contractor(s) must provide dedicated rental vehicles for some or all of the three (3) office locations in Ontario in accordance with the standards established by FedDev Ontario.

5.0 REQUIREMENTS:

5.1 Provision of Services

The Contractor(s) must have the capacity to supply dedicated rental vehicles, for the exclusive use of FedDev Ontario employees, which may occasionally travel outside of the province on business.

The Contractor(s) must provide the minimum required rental vehicles for one or all three (3) locations. FedDev Ontario must have access to all vehicles 24 hours per day, 7 days a week.

5.2 Minimum Equipment Capabilities

The Contractor is responsible for ensuring:

- 5.2.1** It has the capacity to supply dedicated clean and road worthy rental vehicles, for the exclusive use of FedDev Ontario Users, as follows:

GEOGRAPHICAL AREA 1: Waterloo, ON - Four (4) dedicated rental vehicles

- 1.1 Two (2) Sport Utility Vehicles (SUV),
- 1.2 Two (2) Intermediate Size Sedans

GEOGRAPHICAL AREA 2: Toronto, ON - Three (3) dedicated rental vehicles

- 2.1 Two (2) Sport Utility Vehicles (SUV),
- 2.2 One (1) Intermediate Size Sedan

GEOGRAPHICAL AREA 3: Peterborough, ON - Three (3) dedicated rental vehicles

- 3.1 Two (2) Sport Utility Vehicles (SUV),
- 3.2 One (1) Intermediate Size Sedan

- 5.2.2** Each dedicated rental vehicle:

- i. Must be in good condition, cleaned, mechanically serviced and highway inspected prior to delivery;
- ii. Must be no more than three (3) years old and have no more than 50,000 kilometers;
- iii. Must be gas powered with an automatic transmission, power steering and air bags;
- iv. Must include air conditioning and heating, in good working order;
- v. Must include mud flaps and floor mats;
- vi. Must provide the ability to use cell phones through a built-in hands free system. (such as Bluetooth, GPS, etc)
- vii. Must have remote monitoring to resolve issues (such as dead battery, keys locked in vehicles, etc.).
- viii. Must include unlimited mileage,
- ix. Must include in-car technology and software to allow FedDev Ontario Users to view vehicle availability, reserve, and access rental vehicles.

5.2.3 Each dedicated rental vehicle delivered must have the following equipment and accessories:

- i. One (1) ignition key
- ii. Vehicle jack
- iii. Wheel wrench
- iv. All minimum features as detailed in the applicable Government Motor Vehicle Ordering Guide and specifications available at the following site:
<http://qcintranet.tpsgc-pwgsc.gc.ca/app-proc/parcourir-browse/vehicules-vehicules/gcvag-gmvog-eng.html>
- v.

5.2.4 Each vehicle must be able to be kept onsite at each geographic location.

5.2.5 The Contractor must provide equivalent replacement rental vehicle(s) at no additional cost if the dedicated vehicle is off-line more than 3 days. Should the substitute vehicle(s) have a lower rate than the type requested, the applicable charge must be the lower of the two.

5.2.6 Licensing and Insurance

a) Licensing

The Contractor must hold and maintain all permits, licenses, and certificates of approval applicable to the types of vehicles provided under this contract in accordance with Municipal, Provincial, and Federal Laws. Vehicles must comply with all legislation, rules and regulations that pertain to the vehicles provided for by any regulatory body so authorized. The Contractor will be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license, or certificate to the Project Authority.

b) Insurance

All vehicles must include supplemental liability insurance coverage up to \$2,000,000.

c) Collision Damage Waiver (CDW)

Insurance must be included for all vehicles. The CDW must provide coverage that fully insures Canada and FedDev Ontario User with nil-deductible against collision, loss, damage, fire, theft, vandalism, tire damage, glass damage and loss of use.

d) Minimum Age of Drivers

Contractor must agree that any FedDev Ontario User identified by the Project Authority who is age 21 or over and holds a valid driver's license may drive a dedicated rental vehicle.

5.3 Material and Technical Requirements

At each geographic location, the following Government of Canada products will be utilized by FedDev Ontario for each vehicle:

- 407 ETR transponders – FedDev Ontario account.
- ARI Gas Cards

5.4 Service Standards

5.4.1 Care and Maintenance

All vehicles must be in very good mechanical condition, clean, and free of body damage (minor dents and scratches resulting from normal road use excluded), prior to acceptance. The acceptability of vehicles delivered with minor dents and scratches will be at the discretion of the Project Authority. Please see **Annex B – Vehicle Inspection Check List**.

5.4.1.1 Semi-Monthly

The Contractor is required to deliver and pick-up vehicles for:

- a) Scheduled routine cleaning and
- b) Regular maintenance and repairs, when required.

5.4.1.2 Periodic and Seasonal Maintenance

The Contractor, at no additional cost to Canada:

- a) Schedule, deliver and pick-up all vehicles for all periodic maintenance, i.e. greasing, oil change, tire inspections including rotation, and scheduled engine inspection.
- b) Provide and install winter tires for all vehicles on or by November 1 of each year of the contract;
- c) Provide and install summer tires for all vehicles on or by May 1 of each year of the contract;
- d) Perform full maintenance due to normal wear and tear including but not limited to replacement of tires and tire repairs.
- e) Perform all warranty services for all vehicles including the supply of parts and labour to maintain the manufacturer's warranty. The warranty service must be made available at any dealer for the make of vehicle rented, within Canada.
- f) Perform all service required by Manufacturer Recalls.

As a further clarification, Canada's sole responsibility will be for damages as a result of an accident or negligence on behalf of FedDev Ontario. Nails or any other sharp objects that may be run over in roads or driveways and flying stones from other vehicles that may damage glass or lenses are considered to be normal road hazards and part of the normal wear and tear of vehicle.

5.4.1.3 Emergency Repairs

Repair routing must be provided to the FedDev Ontario User upon acceptance of a vehicle. A 24-hour per day, 7-day week breakdown telephone number must be provided to the FedDev Ontario User for immediate authorization of repairs to broken-down rental. Authorization to proceed with repairs will be obtained from the Contractor.

The Contractor must authorize the required repairs, or supply a replacement rental vehicle. If the repair will take longer than 4 (four) hours to be completed, the Contractor must provide a replacement rental vehicle. The down time will be considered when calculating the rental charge.

A credit must be issued by the Contractor for reimbursement to Canada for rental vehicle repairs or parts paid for by Canada, with the agreement of the Contractor, in situations where Canada is not at fault. The cost of repairs which are made by the FedDev Ontario User will be credited to the FedDev Ontario User by the Contractor upon receipt of a paid invoice covering such repairs.

Where possible, the FedDev Ontario User will return all parts replaced, including damaged or worn tires, to the Contractor.

5.4.1.4 Damage/Repair Charges

- a) Canada assumes responsible for loss of and damage to the vehicle (including damage to optional equipment not requested but accepted by Canada) during the rental period and caused or contributed to by negligence or carelessness of representatives of Canada and recorded to the extent that the loss or damage is not the result of normal wear and tear. Loss or damage due to theft and not due to negligence of Canada will be self-underwritten by Canada.
- b) If a vehicle is returned to the Contractor at the end of the contracted period in damaged condition, the Contractor must provide to Canada within five (5) business days after the return of the vehicle, a written estimate for the cost of repairs or replacement of the loss to the Project Authority of Canada identified in the contract document. Repair work must be in accordance with industry standard.
- c) Canada reserves the rights to obtain, through a third party, its own estimates for the identified repairs to validate the Contractor's estimate.
- d) Once the cost of repairs is agreed to by both parties, the Contractor will invoice Canada for the agreed amount. Invoicing for all damage and repair charges must include all supporting documentation, a copy of the authorization itemizing specific repair work, and complete material and labour costs required to complete the repair(s). The Contracting Authority will resolve disagreements.
- e) If Canada decides to repair damage to a vehicle during the contracted period, Canada will notify the Contractor before proceeding with the repairs. Both parties must agree to the repairs in writing.

5.5 Client Support

5.5.1 Service Management

The Contractor must provide a dedicated Contract Coordinator to respond to the service needs and emergency operational requirements.

The Contract Coordinator is responsible for:

- a) Managing and coordinating service escalations; and
- b) Acting as the point of contact for ANY contractual or non-contractual issues.

The Contract Coordinator must maintain all administrative accountability related to vehicles issues, including questions regarding booking system and invoices.

The Contractor is responsible for consulting with the Project Authority on matters related to the daily operations, as required.

5.5.2 Monthly Reports

The Contractor must provide a monthly report to the Project Authority via email and/or by on-line reporting.

The following information must be included:

- a. Account Management (name of FedDev Ontario User, mileage, destination, duration of booking)
- b. The previous month's vehicle usage and up-to-date cumulative results;
- c. Monthly cumulative trends; and
- d. Cumulative list indicating the status of ongoing action items, issues, etc.

The report must be available to download or presented in a Microsoft Word or Excel (or a combination of both) file format.

5.5.3 Training and Coaching

The Contractor must provide initial and ongoing support on new FedDev Ontario User and new information products and services for up to 300 (three hundred) FedDev Ontario User. The Contractor must provide training as it relates to the various reports and information provided and required by the Project Authority.

Training must be available in English and French.

The Project Authority will provide personnel support to the Contractor for training, as required.

The Project Authority will assist in FedDev Ontario User enrolment.

6.0 MANAGEMENT OF CONTRACT

Contractor Obligations

Contractor must provide a local point of contact and provide a contact number for a Contractor Coordinator to respond to Project Authority's queries.

Upon becoming aware of a concern related to completing a deliverable or to an over expenditure, the Contractor must immediately inform the Project Authority and suggest options to respond to Agency concerns.

Any Contractor-related activities, such as the preparation of internal company reports, shall be conducted outside of the work hours during which services are provided to FedDev Ontario.

FedDev Ontario Obligations

Canada will be responsible for:

- (a) Ensuring the FedDev Ontario User has a valid G driver's license.
- (b) Inspecting the vehicle prior to use and after use for any damages.
- (c) The supply of fuel during the contracted period, and returning the vehicle with a full tank of fuel.
- (d) Fines for traffic violations, including unlawful parking, issued to FedDev Ontario Users during the rental period.

6.0 DELIVERY LOCATIONS

The geographic location of the three (3) FedDev Ontario offices is as follows:

GEOGRAPHICAL AREA 1: Waterloo, ON

139 Northfield Drive West, Waterloo, ON

GEOGRAPHICAL AREA 2: Toronto, ON

151 Yonge Street, Toronto, ON

GEOGRAPHICAL AREA 3: Peterborough, ON

1161 Crawford Drive, Peterborough, ON

7.0 CONSTRAINTS

Solicitation No. - N° de l'invitation
FedDev-20200615/001
Client Ref. No. - N° de réf. du client
PW-20-00917242

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
pietschd
CCC No./N° CCC - FMS No./N° VME

The work will be produced in English.

All meetings with FedDev Ontario are to be conducted during regular work hours and done via video or teleconference when practical to do so.

All work must be done in accordance with the regulations, policies, and guidelines from Treasury Board Secretariat and Public Services and Procurement Canada, FedDev Ontario's organization structure and resource complement.

ANNEX "B"

VEHICLE INSPECTION CHECKLIST

LOCATION:

Date Delivered:		Date Returned:	
Make		Unit Number	
Model		License Number	
Colour			
VIN #			
Odometer Reading:		Picture of Front of Vehicle: Yes/ No	
Spare Tire: Yes/ No		Picture of Back of Vehicle: Yes/ No	
Number of Keys:		Picture of Side (R) of Vehicle: Yes/ No	
Jackall: Yes/ No		Picture of Side (L) of Vehicle: Yes/ No	

Received by Signature:		Date:
Delivered by:		Date:
Picked up by:		Date:
Inspected by:		Date:

GENERAL COMMENTS

ANNEX "C" – FINANCIAL BID

BASIS OF PAYMENT

The prices herein are firm all-inclusive and all expenses incurred in providing the services, are to be included, and will not be permitted as direct charges under the contract.

Bidders must submit their financial bid in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded FOB destination, Canadian customs duties and excise taxes included.

Pricing must be provided for all Firm and Optional Requirements.

In the case of error in the extension of prices, the unit price will govern.

**GEOGRAPHICAL AREA 1: Waterloo
 (Estimated Kilometers per year: 64,000)**

	INITIAL CONTRACT PERIOD Date of Issuance – September 30, 2021	Quantity (A)	All-Inclusive Monthly Rate/ per vehicle (B)	Total (in Cdn \$) (A) X (B)
1a	Dedicated Vehicles	4	\$	\$
1b	Other Charges _____		\$	\$
	Minimum Monthly TOTAL = (Total of 1a + 1b)			\$

	Optional Years	Quantity (A)	All-Inclusive Monthly Rate/ per vehicle (B)	Total (in Cdn \$) (A) X (B)
1c	Optional Year – October 1, 2021 – September 30, 2022	4	\$	\$
1d	Optional Year – October 1, 2022 – September 30, 2023	4	\$	\$
1e	Optional Year – October 1, 2023 – September 30, 2024	4	\$	\$
1f	Optional Year – October 1, 2024 – September 30, 2025	4	\$	\$

**GEOGRAPHICAL AREA 2: Toronto
 (Estimated Kilometres per year: 37,000)**

	INITIAL CONTRACT PERIOD Date of Issuance – September 30, 2021	Quantity (A)	All-Inclusive Monthly Rate/ per vehicle (B)	Total (in Cdn \$) (A) X (B)
2a	Dedicated Vehicles	3	\$	\$
2b	Other Charges _____		\$	\$
	Minimum Monthly TOTAL = (Total of 2a + 2b)			\$

	Optional Years	Quantity (A)	All-Inclusive Monthly Rate/ per vehicle (B)	Total (in Cdn \$) (A) X (B)
2c	Optional Year – October 1, 2021 – September 30, 2022	3	\$	\$
2d	Optional Year – October 1, 2022 – September 30, 2023	3	\$	\$
2e	Optional Year – October 1, 2023 – September 30, 2024	3	\$	\$
2f	Optional Year – October 1, 2024 – September 30, 2025	3	\$	\$

GEOGRAPHICAL AREA 3: Peterborough
(Estimated Kilometers: 39,000)

	INITIAL CONTRACT PERIOD Date of Issuance – September 30, 2021	Quantity (A)	All-Inclusive Monthly Rate/ per vehicle (B)	Total (in Cdn \$) (A) X (B)
3a	Dedicated Vehicles	3	\$	\$
3b	Other Charges _____		\$	\$
	Minimum Monthly TOTAL = (Total of 3a + 3b)			\$

	Optional Years	Quantity (A)	All-Inclusive Monthly Rate/ per vehicle (B)	Total (in Cdn \$) (A) X (B)
3c	Optional Year – October 1, 2021 – September 30, 2022	3	\$	\$
3d	Optional Year – October 1, 2022 – September 30, 2023	3	\$	\$
3e	Optional Year – October 1, 2023 – September 30, 2024	3	\$	\$
3f	Optional Year – October 1, 2024 – September 30, 2025	3	\$	\$

Note: FedDev Ontario retains the right to negotiate with suppliers on any procurement.

ANNEX “D” – ELECTRONIC PAYMENTS

PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International);

**ANNEX "E" – EVALUATION CRITERIA AND BASIS OF
 SELECTION
 ATTACHMENT 1 TO PART 4 TECHNICAL CRITERIA**

1.0 Technical Evaluation

1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids, which fail to meet the mandatory technical criteria, will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)				
For the purpose of the mandatory technical criteria specified below, the experience of the Bidder, affiliates, employees and sub-contractors will be considered.				
The Bidder				
No.	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
MT1	Experience The Bidder MUST provide a corporate profile demonstrating three (3) consecutive years of rental vehicle experience within the last six (6) years from the closing date of this solicitation as defined in the Statement of Work – Annex A.			
MT2	The Bidder MUST provide the proposed method for the following: <ul style="list-style-type: none"> • Account Management • Client Support • Training , as defined in the Statement of Work – Annex A.			
MT3	The Bidder MUST provide the proposed vehicles inventory for all or specific geographic locations as defined in the Statement of Work – Annex A: 3.1 GEOGRAPHICAL AREA 1: Waterloo, ON 3.2 GEOGRAPHICAL AREA 2: Toronto, ON 3.3 GEOGRAPHICAL AREA 3: Peterborough, ON			

MT4	Financial Proposal The financial proposal MUST be submitted as a separate document to the technical proposal (NO FINANCIAL INFORMATION FROM THE FINANCIAL PROPOSAL MAY APPEAR IN THE TECHNICAL PROPOSAL).			
MT5	Certifications Bidders MUST complete, sign & return the certification forms as indicated in Part 4, Certification Requirements, of this RFP.			

ANNEX "F"

ATTACHMENT 1 TO PART 5 CERTIFICATIONS

1.0 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by FedDev Ontario 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.

Note to Bidders: The following certification requirements apply to this Request for Proposal. Bidders are requested to complete these certifications by filling in the appropriate spaces below and to include them with their proposal. No contract will be awarded until all certifications have been duly signed.

1.1 ACCEPTANCE OF CONDITIONS

"We hereby offer to sell and/or supply to Canada, under the terms and conditions set out herein, the services listed herein."

Signature

1.2 FORMER PUBLIC SERVANTS (FPS)

Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both.

For the purposes of this solicitation, a former public servant is defined as:

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

Please check in the appropriate box:

() Not a former public servant in receipt of either a lump sum payment or a pension, or both

() Former public servant in receipt of a lump sum payment (under the Work Force Reduction Programs
Date of termination of employment as a Public Servant: _____

() Former public servant in receipt of a pension

Date of termination of employment as a Public Servant: _____

Signature

1.3 INTEGRITY PROVISION

1. Ineligibility and Suspension Policy (the "Policy"), and all related Directives (2016-04-04), are incorporated by reference into, and form a binding part of the procurement process. The Supplier must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Services and Procurement Canada (PSPC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PSPC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the procurement process, the Supplier must provide the following:
 - a) by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b) with its bid / quote / proposal, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid / quote / proposal in response a request by FedDev Ontario, the Supplier certifies that:
 - a) it has read and understands the [Ineligibility and Suspension Policy](#);
 - b) it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
 - c) it is aware that Canada may request additional information, certifications, and validations from the Supplier or a third party for purposes of making a determination of ineligibility or suspension;
 - d) it has provided with its bid / quote / proposal a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
 - e) none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
 - f) it is not aware of a determination of ineligibility or suspension issued by PSPC that applies to it.

5. Where a Supplier is unable to provide any of the certifications required by subsection 4, it must submit with its bid/ quote / proposal a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid / quote / proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Supplier provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Supplier to be ineligible for award of a contract for providing a false or misleading certification or declaration.
7. Provide a list of Board of Directors:

First Name	Last Name	Position (if applicable)

1.4 CONTRACTORS' DEMONSTRATION OF ENVIRONMENTAL COMMITMENT

The policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process is the Policy on Green Procurement. <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>

As a result, green procurement criteria are incorporated into this RFP. In order to be part of the list of offerors that have demonstrated their environmental commitment, you must certify and demonstrate that you implement/ carry out/ perform two (2) of the four (4) environmental commitments identified in the following table below.

For each "Environmental Commitment" where you certify "yes", you must provide the corresponding "Required Document".

#	Environment Commitment	Yes	No	Required Document
E1	Have you implemented an environmental management system in your operations that includes a certification (ex: ISO 14001, the Cle Verte environmental certification or other environmental management system recognized by a third party)?			A copy of your certification and a description of your environmental management system.
E2	Have you implemented measures or programs (at least three (3) measures and/or programs) for reducing energy consumption, for reducing water consumption, for reducing and managing solid waste (reuse, recycle			Explain your concrete actions and/or provide your corporate plan. Additional supporting

	and/or composting), for management of hazardous wastes, of halocarbons and/or interior air quality at your offices and/or branches?			documents or photos can be requested.
E3	Are at least five (5) of your vehicle maintenance products (cleaning products, oil, windshield washer, etc.) certified by a third party confirming a low environmental impact (ex: Ecologo, GreenSeal, USDA BioPreferred or equivalent)?			Explanatory documents of products used. Proof of invoices in support.
E4	Are at least two (2) of your products used for vehicle repairs (paints, metal components, etc.) certified by a third party confirming a low environmental impact (ex: Ecologo, GreenSeal, USDA, BioPreferred or equivalent)?*			Explanatory documents of products used. Proof of invoices in support.

* If you do business with a supplier or products and services (subcontractor), you can provide proof of products used by your service provider.

Certification:

I _____ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by FedDev Ontario and /or PSPC as part of the validation process and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

Name

Signature

Date

ANNEX "G" INSURANCE REQUIREMENTS

A. Commercial General Liability

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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.

B. 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