## RETURN BIDS TO:

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

#### FOR ELECTRONIC BIDS:

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

#### **IMPORTANT NOTICE TO SUPPLIERS**

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

#### **REQUEST FOR PROPOSAL**

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

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

Title – Sujet	
Transportation Convince for soulum of	ackara within Ouches
Transportation Services for asylum s Solicitation No. – N° de l'invitation	Date
Solicitation No. – N de l'invitation	Date
CIC-152189	August 21 2020
Solicitation Closes – L'invitation	Time Zone
prend fin at – à	Fuseau horaire
2:00 <b>PM</b>	
on –September 8th 2020	EDT
F.O.B F.A.B.  Plant-Usine: ☐ Destination: ⊠	Other Autre:
Address Inquiries to: - Adresser tout	
Address inquiries to: - Adresser tout	es questions a :
IRCC.BidsReceiving-	
Receptiondessoumissions.IRCC@cid	c.qc.ca
Telephone N₀. – N° de téléphone :	
873-408-1379	
Destination - of Goods, Services, an	
Destination – des biens, services et	construction :
See Herein	
Delivery required - Livraison exigée	
See Herein Vendor/firm Name and address	
Raison sociale et adresse du fournis	seur/de l'entrepreneur
Raison sociale et auresse du fournis	sedi/de i entreprenedi
Faccimile No. Nº do tálácenious	
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone	
Name and title of person authorized	to sign on behalf of
Vendor/firm	to sign on benan or
Nom et titre de la personne autorisée	e à signer au nom du
fournisseur/de l'entrepreneur	_
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Signature	Date



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## **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

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

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

## 1.2 Summary

1.2.1 Citizenship and Immigration Canada (CIC), herein known as Immigration, Refugees, Citizenship Canada (IRCC), has a requirement for the transportation of asylum seekers from various ports of entry (POE) in Quebec to temporary accommodations located within 150 km of Lacolle, Quebec, and from the temporary accommodations to a location within the Greater Montreal Area.

## 1.2.2 Single Contract

Canada is seeking to establish a contract for Transportation Services as defined in Appendix "D", Statement of Work, for three (3) years and six (6) months, including all options.

## 1.2.3 Trade Agreements

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

## 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the



results of the bid solicitation process. The debriefing may be in writing, by telephone, or in person.

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

## 1.4 Mandatory Requirements

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



## **PART 2 - BIDDER INSTRUCTIONS**

## 2.1 Standard Instructions, Clauses and Conditions

All Citizenship and Immigration Canada (CIC) instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out on the <u>CIC Website</u>.

All SACC manual clauses for specific instructions not covered by the standard instructions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition</u> <u>Clauses and Conditions Manual</u> 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 <u>CIC-SI-001 (2016-05-26)</u> Standard Instructions – Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 2.2 Submission of Bids

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

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

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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.

## 2.4 Applicable Laws

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

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



territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

#### 2.5 Former Public Servant

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

#### **Definitions**

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

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

a. name of former public servant;



b. date of termination of employment or retirement from the Public Service.

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

## **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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



## PART 3 - BID PREPARATION INSTRUCTIONS

## 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 soft/electronic copy)

Section II: Financial Bid (1 soft/electronic copy)

Section III: Certifications (1 soft/electronic copy)

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

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

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

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

#### Section I: Technical Bid

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

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

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with Appendix "E", Basis of Payment The total amount of applicable taxes must be shown separately, if applicable.

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



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

Financial proposals must clearly identify the personnel proposed and the associated category <u>for evaluation purposes</u> <u>only</u>. Proposed per diem rates or firm prices must be in Canadian dollars.

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

Bidders must provide in their financial bid a price breakdown as detailed in Appendix "E", Basis of Payment.

#### 3.2 SACC Manual Clauses

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

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

#### Section III: Certifications

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

## 4.1 Evaluation Procedures

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

## 4.1.1 Technical Evaluation

## 4.1.1.1 Mandatory Technical Criteria

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

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

Number	Mandatory Technical Criterion
M.1	The Bidder must be able to complete all tasks and specifications as outlined in Annex "D" – Statement of Work.
	To demonstrate compliance with this criterion, at bid submission, the Bidder must provide a letter, signed by authorized representative of the Bidder, certifying that they can meet the tasks and specifications as outlined under Appendix "D" – Statement of Work.

## 4.1.2 Financial Evaluation

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

For the purposes of bid evaluation, Basis of Payment, Appendix "E" will be used. The Bidder must provide all-inclusive firm lot prices for the category of vehicle being proposed in accordance with the bid solicitation, for the initial contract period and option periods.

The volumetric data included in the pricing schedule detailed in Appendix "E", Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

The "TOTAL EVALUATED PRICE" in Annex "E", Basis of Payment, excluding taxes, will be used to determine the financial evaluation score.



## 4.1.3 Formulas in Pricing Schedule

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

#### 4.1.4 Substantiation of Professional Services Rates

In Canada's experience, bidders will from time to time propose rates at the time of bidding for one or more categories of resources that they later refuse to honour, on the basis that these rates do not allow them to recover their own costs and/or make a profit. When evaluating the rates for professional services bids, Canada may, but will have no obligation to, require price support for any rates proposed (either for all or for specific resource categories). Examples of price support that Canada would consider satisfactory include:

- a) documentation (such as billing records) that shows that the Bidder has recently provided and invoiced another customer (with whom the Bidder deals at arm's length) for services similar to the services that would be provided by the relevant resource category, where those services were provided for at least one month and the fees charged are equal to or less than the rate offered to Canada (to protect the privacy of the customer, the Bidder may black out the customer's name and personal information on the invoice submitted to Canada);
- b) a signed contract between the Bidder and an individual qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category, where the amount payable under that contract by the Bidder to the resource is equal to or less than the rate bid for that resource category;
- c) a signed contract with a subcontractor who will perform the work under any resulting contract, which provides that the required services will be provided at a rate that is equal to or less than the rate bid for the relevant resource category (and where the resource meets all the qualifications described in this bid solicitation); or
- d) details regarding the salary paid to and benefits provided to the individuals employed by the Bidder qualified (based on the qualifications described in this bid solicitation) to provide services under the relevant resource category where the amount of compensation, when converted to a per diem or hourly rate (as applicable), is equal to or less than the rate bid for that resource category.

Once Canada requests substantiation of the rates bid for any resource category, it is the sole responsibility of the Bidder to submit information (either the information described in the examples above, or other information that demonstrates that it will be able to recover its own costs based on the rates it has proposed) that will allow Canada to determine whether it can rely, with confidence, on the Bidder's ability to provide the required services at the rates bid, while, at a minimum, recovering its own costs. Where Canada determines that the information provided by the Bidder does not demonstrate the Bidder's ability to recover its own costs in providing the relevant resource, Canada may declare the bid non-compliant, if the rate is at least 20% of or lower than the median price bid by compliant bidders for the first year of the resulting contract for the relevant resource(s). Only the Firm Per Diem Rates of proposals that are technically responsive will be considered.



## 4.2 Basis of Selection

## 4.2.1 Basis of Selection - Lowest Evaluated Price

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price found in Appendix "E", Basis of Payment table under "**TOTAL EVALUATED PRICE**" will be recommended for award of contract.



## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

## 5.1 Certifications Required with the Bid

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

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

## 5.2 Certifications Precedent to Contract Award and Additional Information

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

## 5.2.1 Integrity Provisions – Required Documentation

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

## 5.2.2 Integrity Provisions – List of Names

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide a completed List of Names in the Integrity Verification form available on the <u>Integrity Regime</u> <u>website</u>, to be given further consideration in the procurement process.

## 5.2.3 Federal Contractors Program for Employment Equity – Bid Certification



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

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

#### Certification

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

## 5.2.4 Additional Certifications Precedent to Contract Award

## 5.2.4.1 Compliance with Applicable Laws

As per Clause A19 of General Conditions <u>CIC-GC-001 (2019-02-15)</u>, The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.



## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

## 6.1 Security Requirement

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

## 6.2 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Appendix "F" – Insurance Requirements.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



# PART 7 - RESULTING CONTRACT CLAUSES APPENDIX "A", GENERAL TERMS AND CONDITIONS

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

## A1. Standard Acquisition Clauses and Conditions Manual

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

- A1.1 An electronic version of the SACC Manual is available on the Buy and Sell Website.
- A1.2 An electronic version of the Citizenship and Immigration Canada (CIC) Contract Terms and Conditions is available on the CIC Website.

#### A2. Terms and Conditions of the Contract

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

## A3. Standard Instructions and Conditions

**A3.1** The conditions set out in the <u>CIC-SI-001 (2016-05-26)</u> Standard Instructions – Goods or Services Competitive Requirements, are hereby incorporated by reference into and form part of this Contract.

## A4. General Conditions

**A4.1** General Conditions <u>CIC-GC-001 (2019-02-15)</u>, Med/High Complexity Goods and Services Contract shall apply to and form part of this Contract.



## APPENDIX "B", SUPPLEMENTAL TERMS AND CONDITIONS

## **B1.** Priority of Documents

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

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

#### **B2.** SACC Manual Clauses

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

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

## **B3.** Security Requirement

There is no security requirement associated with the requirement.

## **B4.** Period of Contract

The period of the Contract is from date of contract award to March 31st 2021.

## **B4.1** Option to Extend the Contract

The Contractor grants Canada, the irrevocable right to extend the term of the Contract by up to six (6) additional six (6) month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Appendix "E", Basis of Payment.

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



## **B5.** Termination on Thirty (30) Days Notice

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

## **B6.** Certifications / Compliance and Additional Information

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

## **B7.** Insurance Requirements

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

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

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

#### B8. Statement of Work

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

#### **B9.** Authorities

## **B9.1 Contracting Authority**

The Contracting Authority for the Contract is:

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



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

## **B9.2** Project Authority

The Project Authority for the Contract is:

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

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

## **B9.3 Technical Authority**

The Technical Authority for the Contract is:

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

The Technical Authority will be responsible for providing guidance on the technical requirements and deliverables.

## **B9.4 Contractor's Representative**

The Contractor's Representative for the Contract is:

<The Contractor's Representative for the Contract is to be identified at Contract award>

## **B10.** Proactive Disclosure of Contract with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.



## APPENDIX "C", TERMS OF PAYMENT

## C1. Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Appendix E, to a limitation of expenditure of \$\_\_\_\_\_ (to be determined at contract award). Customs duties are included and Applicable Taxes are extra.

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.

## C2. Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_ (to be determined at contract award). Customs duties are included and applicable taxes are extra, if applicable.
- 2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
    - whichever comes first.
- 3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## C3. Method of Payment

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

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

## C4. Applicable Taxes

Applicable taxes are not included in the amounts shown in the Basis of Payment. Applicable taxes, which are estimated at \$\_\_\_\_\_ (to be determined at contract award), are included in the total contract amount. Applicable taxes are to be shown as separate items on all invoices and



claims for progress payments and will be paid by Canada. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

## C5. Invoicing Instructions

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

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed;
- b) a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the following address for certification and payment.
     \_\_\_\_\_ (to be identified at contract award)

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



## APPENDIX "D", STATEMENT OF WORK

#### D1. Title

Transportation Services for asylum seekers within Quebec.

## D2. Objective

Immigration, Refugees and Citizenship Canada (IRCC) has a requirement for the transportation of asylum seekers from various ports of entry (POE) in Quebec to temporary accommodations located within 150 km of Lacolle, Quebec, and from the temporary accommodations to a location within the Greater Montreal Area.

## D3. Background

Due to the exceptional circumstances related to COVID-19, and following the guidance from the Public Health Agency of Canada (PHAC) requiring all incoming travelers to self-isolate for 14 days, Immigration, Refugees and Citizenship Canada has secured temporary accommodations in various cities to house asymptomatic asylum seekers entering Canada who do not have the means to self-isolate for this period.

In addition, to abide by PHAC's self-isolation protocols, IRCC is responsible for transporting asymptomatic asylum seekers with no suitable means of transportation from the various POEs to the temporary accommodation sites and eventually to their provincial accommodations.

## D3.1 Terms and Acronyms

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

Term / Acronym	Definition
Temporary Accommodations	Hotel or other accommodations at which asylum seekers will be temporarily housed to self-isolate prior to long-term settlement arrangements being made.
IRCC	Immigration, Refugees and Citizenship Canada
Asylum Seeker	An individual arriving as an asylum seeker to Canada. IRCC anticipates that most asylum seekers will consist of family groups of approximately 3- 4 persons.

## D4. Tasks

#### **D4.1** Transportation Routes and Schedules

IRCC requires transportation services to transport up to 150 asylum seekers per day after they have been processed at a POE. It's important to note that this is part of our contingency planning and is not reflective of actual asylum flows. The actual numbers could be much lower. From that point, asylum seekers will be directed to their temporary accommodations within 150



km of Lacolle. Subsequently, IRCC requires transportation services to transport asylum seekers from the temporary accommodations to a location within the Greater Montreal Area.

To minimize passenger disruption, no transfer of passengers between buses on a single trip is permitted. Each route must be completed by a single bus, unless mechanical difficulty arises requiring a replacement. No drop-offs within a route are permitted; all passengers will be taken only to the single destination as scheduled.

The Contractor's resources must coordinate with the IRCC support personnel, such as but not limited to interpreters, ground coordination staff, and others, to ensure smooth embarkation and disembarkation for all passengers. This may include, but is not necessarily limited to, permitting individuals to provide verbal directions to the passengers while on the bus, being directed to a specified pick-up, drop-off and/or parking location by airport or other authorities, or other considerations. The Contractor may be required to follow additional guidance, to be provided by the Government of Canada and or provincial/municipal authorities, regarding facilitating social/physical distancing and/or self-isolation.

The tasks (on request) are as follows:

One-way transport from a POE in Quebec to temporary accommodations. The same day that asylum seekers arrive in Canada, Canada will require transportation for the asylum seekers to their assigned temporary accommodations located within up to 150 km from Lacolle, as indicated by the Project Authority. Groups to be transported to each temporary accommodation will vary in size. Estimated number of people, their luggage size and drop-off points will be provided to the Contractor at least three (3) hours in advance of this transportation being required.

<u>Montreal Area.</u> Once the asylum seekers have completed their self-isolation period at the temporary accommodations, Canada will require transportation of the asylum seeker to a location within the Greater Montreal Area indicated by the Project Authority. Estimated number of people, their luggage size and drop-off points will be provided to the Contractor at least three (3) hours in advance of this transportation being required

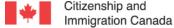
## Ad-hoc transportation requests from IRCC within the Greater Montreal Area.

Transportation of asylum seekers from various POEs and temporary accommodations not identified in section *D4. Tasks* of the requirement and that may be located beyond the 150 km identified in *D2. Objective* of the requirement.

<u>Ad-hoc short distance transportation requests from IRCC within Lacolle, Quebec.</u> Short distance transportation of asylum seekers from various POEs and temporary accommodations within Lacolle, Quebec not identified in section *D4. Tasks* of the Requirement.

Specific addresses for each location at which the Contractor is required to provide services will be provided as soon as possible after contract award by the Project Authority or their representative. The Contractor must use the most efficient, direct route as possible between two given points. The Contractor must determine the most efficient route to meet the requirements of time/duration and kilometers travelled.





## **D4.2** Communication

The Contractor must ensure that a Project Manager is available twenty-four (24) hours a day, seven (7) days a week, to answer IRCC communications (via e-mail and telephone) and to manage the coordination of Contractor services throughout the course of the Requirement. After Contract award, the IRCC Project Authority or representative will maintain daily communication with the Contractor's Project Manager to ensure that daily arrival schedules are made known in order to coordinate the Contractor's schedule.

IRCC will endeavor to communicate schedules of passengers at least twenty-four (24) hours ahead of the anticipated arrival times. Delays or changes to arrivals times that will occur will be communicated by IRCC to the Contractor's Project Manager as promptly as possible.

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

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

## **D4.3** Vehicle Specifications

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

- a. The minimum passenger seating capacity per vehicle must be no less than 48 passengers with their luggage as required. Due to the current situation with the COVID-19 pandemic, vehicles will not be used to their full capacity, as social distancing recommendations issued by public health authorities must be followed;
- b. Vehicles must have sufficient luggage compartment space for each boarded passenger's belongings;
- c. Vehicles must be able to accommodate in the front row at least 1 interpreter and 1 other person who may escort the passengers on their bus rides;
- d. All vehicles must have a functioning heating system in order to provide comfortable temperatures for passengers;
- e. All vehicles must be equipped with a stocked first aid kit and a functioning fire extinguisher during the entire period of the contract, and meet all required standards related to passenger safety;
- f. Vehicles must be in good working order, adhering to any and all provincial



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

- g. Should a vehicle become unserviceable, the Contractor must provide a replacement vehicle of equal standard or better that can be dispatched within thirty (30) minutes of the call being placed to the Contractor. All efforts must be made to ensure the comfort of passengers while waiting for a replacement vehicle. Passengers must not be made to wait outside for the replacement vehicle unless there is no other safe option available;
- h. Vehicles must be cleaned (inside and out) at least once daily, and must be disinfected (inside) after every trip in order to minimize the impact of COVID-19 and to ensure an acceptable level of cleanliness.
- i. Vehicles must have valid vehicle safety certificates, registrations and insurance required to operate in Quebec, in accordance with the applicable law(s), during the entire period of the Contract.

## **D4.4** Operating Requirements

The Contractor must meet the following requirements:

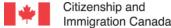
- a. The Contractor must be licensed to transport passengers between all locations in Quebec, as per the scope of Requirement detailed herein and in accordance with the applicable law(s), during the entire period of the Contract. Contractor must be able to provide a proof of licensing upon Canada's request.
- b. A vehicle safety certificate must be available at all times; and
- c. The Contractor must have valid liability insurance during the entire period of the Contract to an amount that covers all buses and passengers, as per industry standards. Contractor must be able to provide a proof of insurance upon Canada's request.

## **D4.5** Driver Requirements and Tasks

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

- a. Drivers must not have been convicted or found guilty within the past five (5) years of any offence under the Criminal Code of Canada. The Contractor must be able to provide a proof criminal record check upon Canada's request;
- b. Drivers must be able to provide continuous service as per the schedule provided by IRCC. Drivers must be prepared to provide services for approximately 6 to 8 hours per day and might have to travel at night, on weekends, or statutory holidays. The Contractor must ensure that drivers abide by provincial





requirements for maximum consecutive driving hours.

- Back-up drivers must be available in case of illness or vacation, to drive a replacement bus to a required location, or other reason as necessary for the entire period of the Contract;
- d. Drivers must possess a good driving record, a valid driver's license required to operate the class of vehicle they are operating during the entire period of the Contract, and must abide by all traffic Acts and operate the bus safely. The Contractor must be able to provide a copy of the drivers' valid licenses upon Canada's request;
- e. Drivers are responsible for ensuring that no passengers from their bus are left at any rest stop, and ensure that passengers are returned to their assigned location. Drivers must ensure that at the point of destination, the bus is empty of all people and belongings;
- f. Drivers must wear clothes and other apparel that are clean and suitable for a business environment;
- g. Drivers must wear personal protective equipment (e.g. non-medical masks. gloves), to protect themselves and passengers from the COVID-19 virus;
- h. Drivers must each have a radio, hands-free communication system, or similar device while operating a bus to ensure smooth and efficient service;
- Drivers must ensure that appropriate signage (as confirmed by IRCC) is displayed in buses to identify its temporary accommodations destination. This signage must be provided by the Contractor in both French and English;
- j. If required, drivers must move the bus closer to the building to facilitate the loading of individuals with limited mobility;
- k. Drivers must ensure that aisles in buses remain clear at all times; no standees are permitted;
- I. Idle policy idling is not permitted when: at designated stops, while stopped and waiting for the next departure, while the driver is not on board or beyond a 3minute warm-up/cool down period; and
- m. No ignition key must be left on board buses at designated stops while the driver is not on board.

#### D4.6 **Service Delivery Standards**

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



The Contractor must promptly communicate any complaints received from passengers about any Contractor resources to IRCC, and carrying out any related actions determined by IRCC (e.g. reassignment or removal of resource), in conjunction with Contractor resources.

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

#### D5. Deliverables

The Contractor must provide timely provision of an adequate number of buses and trained drivers to conduct required transportation services on demand, as described in section D4. Tasks, above, and the Reports described in section D.6 Reporting, below.

Based on the number of asylum seekers in need of transportation, Contractor may dedicate one bus and one driver to provide these services.

## D6. Reporting

The Contractor must provide the following reports to the IRCC Project Authority:

Report	Frequency
Number of trips, per route, per day, including duration of each, and total duration of all trips.	On each day travel takes place
Hours worked per driver and total resource levels of effort provided for each route, including any back-up resources.	Weekly
Bus logs with per-trip information including the bus's starting and ending kilometres, the start and end time, the number of passengers transported, and the amount of idle time.	Weekly
Report of any issues, including but not necessarily limited to mechanical issues with any bus and information on replacements (length of time from mechanical breakdown to the replacement bus continuing the interrupted schedule); needs for additional capacity, by date, location and route; and any other issues that arose during the reporting period.	Weekly
Telephone / e-mail ad hoc reports on levels of efforts on a given day, back- up support, administration, or other matters as required.	As required.

## D7. Official Languages

The Contractor's Project Manager Resources must be capable of providing services in English and French.



## D8. Availability of Personnel

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



## APPENDIX "E", BASIS OF PAYMENT

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

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

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with this Basis of Payment, Appendix "E".

Bidders must provide pricing in the format specified for each component identified in this Annex E - Basis of Payment. Failure to provide prices in the format specified will render the proposal non-responsive.

- 1. The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all-inclusive per diem rate (in Cdn \$) for each of the Consultant Categories identified.
- 2. The prices or rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:
  - all travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website;
  - any travel expenses for travel between the Contractor's place of business and the NCR; and
  - any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- 3. The volumetric data included in the pricing schedule detailed in Appendix "E", Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.



The volumetric data included in the pricing schedule detailed in Appendix "E", Basis of Payment is provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

TABLE A – INITIAL CONTRACT PERIOD  From contract award - to March 31 <sup>st</sup> , 2021			
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
Coach Bus (Various points of en Schedules) Per trip			•
*** If the total of the hourly rate a automatically charged.	nd the km rate	e is below the minimum	rate, the latter will be
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
	(A)	(B)	(C)
	Estimated Quantity	Firm Unit Price (Excluding Taxes)	Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
School Bus (Various points of eand Schedules) Per trip	Estimated Quantity	Firm Unit Price (Excluding Taxes)	Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
School Bus (Various points of eand Schedules) Per trip  *** If the total of the hourly rate a automatically charged.	Estimated Quantity ntry as descri	Firm Unit Price (Excluding Taxes) bed in Annex D – D.4.1	Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)  Fransportation Routes
and Schedules) Per trip  *** If the total of the hourly rate a	Estimated Quantity ntry as descri	Firm Unit Price (Excluding Taxes) bed in Annex D – D.4.1	Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)  Fransportation Routes
and Schedules) Per trip  *** If the total of the hourly rate a automatically charged.	Estimated Quantity  ntry as descri  nd the km rate	Firm Unit Price (Excluding Taxes) bed in Annex D – D.4.1 To be provided by	Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)  Fransportation Routes  rate, the latter will be
and Schedules) Per trip  *** If the total of the hourly rate a automatically charged.  Minimum Charge ***	Estimated Quantity  ntry as descri  nd the km rate  50 trips	Firm Unit Price (Excluding Taxes)  bed in Annex D – D.4.1 To be provided by Bidder  To be provided by	Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)  Transportation Routes  rate, the latter will be  To be provided by Bidder



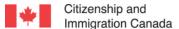


TABLE B – FIRST OPTION PERIOD  From April 1 <sup>st</sup> 2021 to September 30 <sup>th</sup> 2021				
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)	
Coach Bus (Various points of entry as described in Annex D – D.4.1 Transportation Routes and Schedules) Per trip				
*** If the total of the hourly rate a automatically charged.	nd the km rate	e is below the minimum	rate, the latter will be	
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder	
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder	
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder	
	(A) Estimated	(B) Firm Unit Price	(C) Subtotal for Table A	
	Quantity	(Excluding Taxes)	(C) = (A)x(B) (Excluding Taxes)	
School Bus (Various points of en and Schedules) Per trip	Quantity	(Excluding Taxes)	(C) = (A)x(B) (Excluding Taxes)	
	Quantity ntry as descri	(Excluding Taxes) bed in Annex D – D.4.1 T	(C) = (A)x(B) (Excluding Taxes) Transportation Routes	
and Schedules) Per trip  *** If the total of the hourly rate a	Quantity ntry as descri	(Excluding Taxes) bed in Annex D – D.4.1 T	(C) = (A)x(B) (Excluding Taxes) Transportation Routes	
and Schedules) Per trip  *** If the total of the hourly rate a automatically charged.	Quantity  ntry as descri	(Excluding Taxes) bed in Annex D - D.4.1 To be provided by	(C) = (A)x(B) (Excluding Taxes)  Transportation Routes  rate, the latter will be	
and Schedules) Per trip  *** If the total of the hourly rate a automatically charged.  Minimum Charge ***	Quantity  ntry as descri  nd the km rate  50 trips	(Excluding Taxes)  bed in Annex D – D.4.1 To be provided by Bidder  To be provided by	(C) = (A)x(B) (Excluding Taxes)  Transportation Routes  rate, the latter will be  To be provided by Bidder	

TABLE C – SECOND OPTION PERIOD  From October 1st 2021 – March 31st 2022				
(A) (B) (C)  Estimated Firm Unit Price Subtotal for Table A  Quantity (Excluding Taxes) (C) = (A)x(B)  (Excluding Taxes)				
Coach Bus (Various points of entry as described in Annex D – D.4.1 Transportation Routes and Schedules) Per trip				
*** If the total of the hourly rate and the km rate is below the minimum rate, the latter will be automatically charged.				
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder	



Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
School Bus (Various points of el and Schedules) Per trip	ntry as descri	bed in Annex D – D.4.1 1	Transportation Routes
*** If the total of the hourly rate a automatically charged.	nd the km rate	e is below the minimum	rate, the latter will be
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
TOTAL for TABLE C – Second Op Excluding Taxes	To be provided by Bidder		

TABLE D – THIRD OPTION PERIOD  From April 1 <sup>ST</sup> 2022 to September 30 <sup>th</sup> 2022			
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
Coach Bus (Various points of en Schedules) Per trip	try as describ	ed in Annex D – D.4.1 Tr	ansportation Routes and
*** If the total of the hourly rate a automatically charged.	nd the km rate	e is below the minimum	rate, the latter will be
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (excluding taxes)
School Bus (Various points of entry as described in Annex D – D.4.1 Transportation Routes and Schedules) Per trip			

\*\*\* If the total of the hourly rate and the km rate is below the minimum rate, the latter will be automatically charged.





Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
TOTAL for TABLE D – Third Option Excluding Taxes	on Period (Su	m of column (C)) –	To be provided by Bidder

		TH OPTION PERIOD 022 to March 31st 2023	
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
Coach Bus (Various points of en	try as describ	ed in Annex D – D.4.1 Tr	ansportation Routes and
*** If the total of the hourly rate a automatically charged.	nd the km rate	e is below the minimum	rate, the latter will be
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
School Bus (Various points of each and Schedules) Per trip	ntry as descri	bed in Annex D – D.4.1 T	ransportation Routes
*** If the total of the hourly rate a automatically charged.	nd the km rate	e is below the minimum	rate, the latter will be
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
TOTAL for TABLE E – Fourth Opt Excluding Taxes	tion Period (S	um of column (C)) –	To be provided by Bidder



		H OPTION PERIOD to September 30 <sup>th</sup> 2023	
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
Coach Bus (Various points of en Schedules) Per trip	try as describ	ed in Annex D – D.4.1 Tr	
*** If the total of the hourly rate a automatically charged.	nd the km rate	e is below the minimum	rate, the latter will be
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
School Bus (Various points of eand Schedules) Per trip	ntry as descri	bed in Annex D – D.4.1 T	
*** If the total of the hourly rate a automatically charged.	nd the km rate	e is below the minimum	rate, the latter will be
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
TOTAL for TABLE F – Fifth Option Excluding Taxes	n Period (Sun	n of column (C)) –	To be provided by Bidder

		H OPTION PERIOD 023 to March 31 <sup>st</sup> 2024	
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
Coach Bus (Various points of entry as described in Annex D – D.4.1 Transportation Routes and Schedules) Per trip			
*** If the total of the hourly rate a	nd the km rate	e is below the minimum	rate the latter will be
automatically charged.	na the kin rati	7 to below the minimum	rate, the latter will be





Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
	(A) Estimated Quantity	(B) Firm Unit Price (Excluding Taxes)	(C) Subtotal for Table A (C) = (A)x(B) (Excluding Taxes)
School Bus (Various points of each and Schedules) Per trip	ntry as descri	bed in Annex D – D.4.1 T	ransportation Routes
*** If the total of the hourly rate a automatically charged.	nd the km rate	e is below the minimum	rate, the latter will be
Minimum Charge ***	50 trips	To be provided by Bidder	To be provided by Bidder
Price per KM	150 km	To be provided by Bidder	To be provided by Bidder
Price per hour (driver)	2 hours	To be provided by Bidder	To be provided by Bidder
TOTAL for TABLE G – Sixth Opti Excluding Taxes	on Period (Su	m of column (C)) –	To be provided by Bidder

## **TOTAL EVALUATED PRICE Table:**

TABLE A – TOTAL (excluding taxes)	To be provided by Bidder
TABLE B – TOTAL (excluding taxes)	To be provided by Bidder
TABLE C – TOTAL (excluding taxes)	To be provided by Bidder
TABLE D – TOTAL (excluding taxes)	To be provided by Bidder
TABLE E – TOTAL (excluding taxes)	To be provided by Bidder
TABLE F – TOTAL (excluding taxes)	To be provided by Bidder
TABLE G – TOTAL (excluding taxes)	To be provided by Bidder
TOTAL EVALUATED PRICE = SUM OF TABLE A + TABLE B + TABLE C + TABLE D + TABLE E + TABLE F + TABLE G (excluding taxes)	To be provided by Bidder



## APPENDIX "F", INSURANCE REQUIREMENTS

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

The Commercial General Liability policy must include the following:

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



- I) 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) All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o) Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

## **Automobile Liability Insurance**

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
  - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits all jurisdictional statutes



## c. Uninsured Motorist Protection

- d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- e. OPCF/ SEF/ QEF #6a Permission to Carry Passengers for Compensation or Hire
- f. OPCF/ SEF/ QEF #6b School Bus Endorsement
- g. OPCF/ SEF/ QEF #6c Public Passenger Vehicles Endorsement
- h. OPCF/ SEF/ QEF #6f Public Passenger Vehicles Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:

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

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

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



## APPENDIX "G", VENDOR INFORMATION AND AUTHORIZATION FORM

Vendor Name an	d Address
Legal Status (incorpo Individual (Sole po Privately owned c Joint Venture or C Other (specify):	orporation
CST or UST Degistre	ion Number and Business Number (Bayanus Canada))
GST or HST Registra	ion Number and Business Number (Revenue Canada)\
Name and Title of Pe	son authorized to sign on behalf of Vendor
Print Name	Title
Signature	Date
Central Point of Cont	act
The Vendor has desig	act nated the following individual as a central point of contact for all matters sed contract, including the provision of all information that may be
The Vendor has desig pertaining to the propo	nated the following individual as a central point of contact for all matters
The Vendor has desig pertaining to the proporequested:	nated the following individual as a central point of contact for all matters sed contract, including the provision of all information that may be
The Vendor has desig pertaining to the proporequested:  Name and Title	nated the following individual as a central point of contact for all matters sed contract, including the provision of all information that may be

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

