



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
(PWGSC),  
TPSGC.PADGTLRecSoum-APTMDLPBidRec  
PWGSC@tpsgc-pwgsc.gc.ca

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government Services Canada**

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

**Proposition aux: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Transportation Services Niagara Falls Transportation Services	
<b>Solicitation No. - N° de l'invitation</b> B7525-220040/A	<b>Date</b> 2021-10-13
<b>Client Reference No. - N° de référence du client</b> B7525-220040	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$LP-001-80473	
<b>File No. - N° de dossier</b> lp001.B7525-220040	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-11-01</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Do, Chan-Hung	<b>Buyer Id - Id de l'acheteur</b> lp001
<b>Telephone No. - N° de téléphone</b> (343) 550-1617 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein - Stipulé dans ce document	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Travel Procurement Services Division/Division des services d'approvisionnement en voyage  
L'Esplanade Laurier, East Tower 7t  
L'Esplanade Laurier, Tour est 7e é  
140 O'Connor, Street,  
140 O'Connor, rue O'Connor,  
Ottawa  
Ontario  
K1A 0R5

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

**REQUEST FOR PROPOSAL (RFP)  
NIAGARA FALLS TRANSPORTATION SERVICES  
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to this requirement.

### **1.2 Statement of Work**

Immigration, Refugees and Citizenship Canada (IRCC) has a requirement for the transportation of asylum seekers from three Ports of Entry (POE) in the Niagara Region and the Toronto Pearson International Airport to temporary accommodations located within 150 km of Niagara Falls and, when requested, from the temporary accommodations to a location within the Niagara Region.

Transportation services are required for the period of December 01, 2021 to March 31, 2022 inclusively with extension options for up to four additional "six-month" periods.

More details are provided in the Annex "A" – Statement of Work.

### **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.

## **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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Bids**

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC), Attn: Chan-Hung Do, [TPSGC.PADGTLRecSoum-APTMDLPBidRec.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.PADGTLRecSoum-APTMDLPBidRec.PWGSC@tpsgc-pwgsc.gc.ca) by the date and time indicated on page 1 of the bid solicitation.

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

### 2.3 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;
2. an individual who has incorporated;
3. a partnership made of former public servants; or
4. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

#### Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
2. 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](#).

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### **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;
2. conditions of the lump sum payment incentive;
3. date of termination of employment;
4. amount of lump sum payment;
5. rate of pay on which lump sum payment is based;
6. period of lump sum payment including start date, end date and number of weeks;
7. 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 8 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, Canada.

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.

### **2.6 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Canada requests that prices appear in the financial bid only. No prices to be indicated in any other section of the bid.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Suppliers are required submit their technical bid by providing information required in Annexes C, D, F.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex "C" 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.

#### **Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Bids must comply with all terms and conditions of this Request for Proposal, including Mandatory technical and Financial Criteria in Annexes "F" and "B", to be considered responsive.

A bid that fails to meet all mandatory requirements of this RFP shall be disqualified from the bidding process and be given no further consideration.

Each mandatory technical criterion should be addressed separately in Annex "F", Mandatory Technical Evaluation.

A bid in which all the mandatory criteria have been met will proceed to the financial evaluation stage.

##### **4.1.2 Financial Evaluation**

See Annex "G"- Financial Evaluation.

#### **4.2 Basis of Selection**

A bid must comply with all mandatory technical and financial evaluation criteria of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price (in Annex "G"-Financial Evaluation) will be recommended for award of a Contract.

Bids provided for all vehicle types will be assessed first. If there are no compliant bids for all vehicle types, Canada will evaluate bids submitted for specific vehicle types.

A contract will be awarded to the lowest-cost compliant bidder capable of providing services.

### **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.

## 5.2 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 property 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#>).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 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

6.1.1 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 \(2020-05-28\), 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 date of Contract award to March 31<sup>st</sup>, 2022 inclusively.

### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable options to extend the term of the Contract for four additional "six-month" periods under the same conditions. The Contractor agrees that, during the extended periods 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 thirty (30) 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.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name : Chan-Hung Do  
Title : Supply Team Leader  
Department : Public Works and Government Services Canada  
Acquisitions Branch  
Division : Travel Procurement Services Division - LP  
Address : Building Esplanade Laurier, East Tower  
140 O'Connor Street, 7<sup>th</sup> floor Ottawa, ON, K1A 0R5  
Telephone : 343-550-1617  
E-mail address : [Chan-Hung.Do@tpsgc-pwgsc.gc.ca](mailto:Chan-Hung.Do@tpsgc-pwgsc.gc.ca)

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

## 6.5.2 Technical Authority

The Technical Authority for the Contract is: "**To be inserted at Contract Award**"

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Organization : \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E-mail address : \_\_\_\_\_

The Technical 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 Technical Authority, however the Technical 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 for 24/7 Services "To be inserted at Contract Award"

Name : \_\_\_\_\_  
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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

### 6.7.3 Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, and profit in accordance with the Basis of payment in Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (the amount to be inserted at contract award). Customs duties are subject to exemption and Applicable Taxes are extra.

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (the amount to be inserted at contract award). Customs duties are subject to exemption and Applicable Taxes are extra.

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% committed, or
  - b. two 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."

### **6.7.3 Method of payment – Monthly Payments**

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;
2. all such documents have been verified by Canada;
3. 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):

***To be inserted at contract award***

## 6.8 Invoicing Instructions

The Contractor must submit monthly 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 include the information: Dates, Call up times, Pick up times, Delivery times, Number of passengers, from locations: ..., to locations: ..., Number and Type of vehicles, Number of Km beyond Free 150 KM and Prices according to Unit Prices listed in the Annex "B" - Basis of payment..

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 inserted at contract award***

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract to:  
[Chan-Hung.Do@tpsgc-pwgsc.gc.ca](mailto:Chan-Hung.Do@tpsgc-pwgsc.gc.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 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 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 wordings 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 General Conditions 2010C (2020-05-28);
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;

- e) Annex C, Electronic Payment Instruments;
- f) Annex D, Information and Contact;
- g) Annex E, Insurance Requirements;
- h) Annex F, Mandatory Technical Evaluation;
- i) Annex G, Financial Evaluation;
- j) the Contractor's bid dated \_\_\_\_\_. (*To be inserted at contract award*)

#### **6.12 Insurance Requirement**

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

#### **6.13 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## ANNEX "A"- STATEMENT OF WORK

### A1. Title

Transportation Services for asylum seekers to Niagara Region

### A2. Objective

Immigration, Refugees and Citizenship Canada (IRCC) has a requirement for the transportation of asylum seekers from three Ports of Entry (POE) in the Niagara Region and the Toronto Pearson International Airport to temporary accommodations located within 150 km of Niagara Falls and, when requested, from the temporary accommodations to a location within the Niagara Region.

The three POEs located in Niagara Region are Fort Erie Peace Bridge, 2 Peace Bridge Plaza, Fort Erie, Ontario, L2A 0A7, Rainbow Bridge, 5702 Falls Avenue, Niagara Falls Ontario, L2G 3K7, and Queenston Lewiston Bridge, 14154 Niagara Parkway, Highway 405, Niagara-on-the-Lake, ON L0S 1J0

### A3. Background

Due to the exceptional circumstances related to COVID-19 pandemic, 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 site.

#### A3.1 Terms and Acronyms

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

Term / Acronym	Definition
<b>Temporary Accommodations</b>	Hotel or other accommodations at which asylum seekers will be temporarily housed to self-isolate prior to long-term settlement arrangements being made.
<b>IRCC</b>	Immigration, Refugees and Citizenship Canada
<b>Asylum Seeker</b>	An individual arriving as an asylum seeker to Canada.
<b>Project Authority</b>	The officer or employee of the Crown who is authorized by the Minister of IRCC to perform any of the Project Authority's functions as described in the Articles of Agreement. The Project Authority or his/her delegate is responsible for all matters concerning the technical content of the Requirement.

## **A4. Tasks**

### **A4.1 Transportation Routes and Schedules**

IRCC requires transportation services to transport up to 800 asylum seekers per week after they have been processed at a POE. As a rough estimate, the number of asylum seekers may fluctuate from 0 to 111 per day. A daily estimated scenario which can occur from zero (0) to three (3) times per day is as follows:

1. Five (5) groups of three (3) passengers
2. Two (2) groups of six (6) passengers
3. One (1) group of ten (10) passengers including one (1) passenger requiring wheelchair access

It's important to note that this is part of IRCC's contingency planning and is not reflective of actual asylum flows. The actual numbers may fluctuate down.

Once processed, asylum seekers will be directed to a temporary accommodation site located within 150 km of the POE. Subsequently, IRCC may require transportation services to transport asylum seekers from the temporary accommodations to a location within the Niagara Region.

The Contractor must use the most efficient, direct route as possible between two given points. The Contractor must also determine the most efficient route to meet the requirements of time/duration and kilometers travelled. To minimize passenger disruption, transfer of passengers between vehicles on a single trip is not permitted. Each route must be completed by a single vehicle, unless mechanical difficulties arise requiring a replacement or, unless the number of passengers exceeds single vehicle capacity. No drop-offs within a route are permitted; all passengers must be taken only to the single destination as scheduled.

The Contractor's resources must coordinate with 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 limited to, permitting individuals to provide verbal directions to the passengers while in the taxi, 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:

#### **A4.1.1 One-way transport from POE in Niagara Region or Toronto Pearson International Airport to temporary accommodations**

On the same day that asylum seekers arrive in Canada, IRCC will require transportation for the asylum seekers to their assigned temporary accommodations located within 150 km from their POE in Niagara Falls, Ontario, as indicated by the Project Authority. Groups to be transported to each temporary accommodation will vary in size. When requesting services, the Project Authority will provide the Contractor with an estimated number of people, their luggage size and drop-off points.

#### **A4.1.2 One-way transport from the temporary accommodations to a location within the Greater Niagara Region**

Once asylum seekers have completed their self-isolation period at the temporary accommodations, IRCC may require transportation of the asylum seekers to a location within the Niagara Region. When requesting services, the Project Authority will provide the Contractor with an estimated number of people, their luggage size and drop-off points.

#### **A4.1.3 Ad-hoc transportation from Niagara Region to Toronto Region**

Transportation of asylum seekers from various POEs to temporary accommodations within the Niagara Region to Toronto Region, which may result in distances beyond 150 km.

#### **A4.1.4 Ad-hoc short distance transportation requests**

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.

#### **A4.1.5 Ad-hoc long distance transportation requests**

Transportation of asylum seekers from various POEs or temporary accommodation sites within Ontario to another location defined by the project authority, which may result in distances up to 500 km between pick up and drop off points.

#### **A4.2 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. 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.

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 vehicles 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.

#### **A4.3 Vehicle Specifications**

Canada reserves the right to determine the types of vehicles required for each transportation requests.

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

- a. The passenger seating capacity must be able to accommodate one individual or multiple individuals per vehicle with their personal belongings as required. All vehicles are not to be used to their full seating capacity in order to comply with social distancing recommendations issued by public health authorities;
- b. Vehicles and any replacement vehicles include standard sedans, passenger vans, and buses as required. Luxury vehicles are not accepted;
- c. The contractor must have in a minimum of two (2) vehicles in the operational fleet



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for persons with disabilities and/or require wheelchair access;

- d. Vehicles must have sufficient luggage compartment space for each passenger's belongings;
- e. All vehicles must have a functioning heating, ventilation, and air conditioning (HVAC) system in order to provide comfortable temperatures for passengers;
- f. 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.
- g. All vehicles must meet all required standards related to passenger safety.
- h. 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;
- i. Should a vehicle becomes unserviceable, the Contractor must provide a replacement vehicle of equal operating 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;
- j. Vehicles must be cleaned (inside and out) at least once daily. Vehicles must be disinfected (inside) after every trip in order to minimize the impact of COVID-19 virus and COVID-19 variants of concern, and to ensure an acceptable level of cleanliness.
- k. Vehicles must have valid vehicle safety certificates, registrations and insurance required to operate in Ontario, in accordance with the applicable law(s), during the entire period of the Contract.

#### **A4.4 Operating Requirements**

The Contractor must meet the following requirements:

- a. The contractor must be available to provide transportation services to IRCC at all times (twenty-four (24) hours per day and seven (7) days a week) including statutory holidays upon request.
- b. The Contractor must be licensed to transport passengers between all locations in Ontario, as per the Tasks 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.
- c. A vehicle safety certificate must be available at all times; and
- d. The Contractor must have valid liability insurance during the entire period of the Contract to an amount that covers all taxis and passengers, as per industry standards. Contractor

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must be able to provide a proof of insurance upon Canada's request.

#### **A4.5 Driver Requirements and Tasks**

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

- a. Drivers must not have been convicted or found guilty within the past five (5) years of contract award 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 available to provide services throughout the 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.
- c. Back-up drivers must be available in case of illness, vacation, to drive a replacement vehicle to a required location, or other reason as necessary for the entire period of the Contract;
- d. Drivers must possess a clean 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 taxi safely. The Contractor must be able to provide a copy of the drivers' valid licenses upon Canada's request;
- e. Drivers must ensure that no passengers from their vehicle are left at any rest stop and that passengers are returned to their assigned location. Drivers must ensure the vehicle is empty of all people and belongings once arrived at the destination.
- f. Drivers clothes and other apparels must be 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 including COVID-19 variants of concern. The personal protective equipment must be supplied by the Contractor.
- h. Drivers must each have a radio, hands-free communication system, or similar communication device while operating the vehicle to ensure smooth and efficient customer service;
- i. If required, drivers must move the vehicle closer to the building to facilitate the loading of individuals with limited mobility;
- j. Drivers must ensure that aisles in vehicle remain clear at all times; no standees are permitted;
- k. **Idle policy** – no vehicle idle is permitted at designated stops while stopped and waiting for the next departure, while the driver is not on board or beyond a 3-minute warm-up/cool down period; and
- l. No ignition key must be left on board vehicle at designated stops while the driver is not on board.

- m. If a passenger experiences a medical emergency during transportation, the driver must drive him/her to the nearest hospital as soon as possible.

#### **A4.6 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 manner, 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

##### **4.6.1 Service Delivery Standard for Sedans and Passenger Vans**

The Contractor must make all vehicles available at pick-up locations to clients less than two (2) hours (120 minutes) after placing a call to central dispatch.

##### **4.6.2 Service Delivery Standard for Buses**

The Contractor must make all vehicles available at pick-up locations to clients less than four (4) hours (240 minutes) after placing a call to central dispatch.

#### **A5. Deliverables**

The Contractor must provide timely provision of an adequate number of vehicles and trained drivers to conduct required transportation services on demand, as described in section A4. Tasks above, and the Reports described in section A.6 Reporting, below.

#### **A6. Reporting**

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

<b>Report</b>	<b>Frequency</b>
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
Vehicle logs with per-trip information including the vehicle starting and ending kilometers, the start and end time, the number of passengers transported, and the amount of idle time.	Weekly

Report of any issues, including but not necessarily limited to: <ul style="list-style-type: none"><li>- driver and/or passenger issues;</li><li>- mechanical issues with any vehicle and information on replacements (length of time from mechanical breakdown to the replacement vehicle continuing the interrupted schedule);</li><li>- needs for additional capacity, by date, location and route; and</li><li>- any other issues that arise during the reporting period.</li></ul>	Weekly
Telephone / e-mail <i>ad hoc</i> reports on levels of efforts on a given day, back-up support, administration, or other matters as required.	As required

#### **A8. Official Languages**

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

#### **A9. 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 these requirements.

#### **A10. Inclusion and Diversity**

IRCC is committed to making our Department more inclusive for everyone and fostering an equitable workplace culture that values diversity and creates an environment that is welcoming and rewarding for all. We encourage the businesses that work with us to reflect these values. More information can be found at: <https://www.canada.ca/en/government/publicservice/wellness-inclusion-diversity-public-service/diversity-inclusion-public-service2.html>

**ANNEX "B" - BASIS OF PAYMENT**

The Bidder must provide transportation services in accordance with Annex A – Statement of Work at the following Unit Prices:

Unit prices before applicable taxes must be shown in the below table

**1) Proposed Unit Prices for Initial Period from December 01, 2021 to March 31, 2022 inclusive  
 (Note: due to operational reasons, the start date could be delayed up to 60 days):**

Type of vehicle	Seating Capacity	(\$ Unit Price per trip includes Free 150 Km	(\$ Unit Price per Km beyond 150 Free Km
Sedan	5 passengers	\$ _____/trip	\$ _____/Km
Passenger Van	7 or 8 passengers	\$ _____/trip	\$ _____/Km
Bus *	at least 24 passengers	\$ _____/trip	\$ _____/Km
Bus ** (daily rate)	at least 24 passengers	\$ _____/trip (daily rate)	\$ _____/Km
Vehicle with wheelchair access***	Number of persons with wheelchair: [-----] Number of additional passengers: [-----]	\$ _____/trip	\$ _____/Km

**Note (\*):** Bidder may propose additional Unit Prices for each Bus Size (Ex: for 35, 45 or 55 passengers), however the unit price for 24 passengers bus will be used in the Financial Evaluation as part of ANNEX "G" - FINANCIAL EVALUATION.

**Note (\*\*):** Daily Rates will be applied only to bus services for more than four (4) hours.

**Note (\*\*\*):** Rates provided for wheelchair accessible vehicles will not be used in the Financial Evaluation as part of ANNEX "G" - FINANCIAL EVALUATION.

**Applicable Tax rate :** \_\_\_\_\_%

**2) All proposed prices in the above table will be applied to all four extension periods of six-month, if exercised.**

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### **ANNEX "C" - ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);

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## ANNEX "D" - INFORMATION AND CONTACTS

### Bidder Information:

Name:	
Position/title:	
Telephone number:	
Cellular number:	
E-mail address:	
Company legal name:	
Company operating name:	
Address:	
Procurement Business Number PBN (if any):	
This company is:	An individual ( <input type="checkbox"/> ); a Corporation ( <input type="checkbox"/> ) or a Joint Venture ( <input type="checkbox"/> )

### **Note: Procurement Business Number (PBN) for Canadians Bidders only**

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

Canadian suppliers are required to have a Procurement Business Number (PBN) before issuance of a Contract. Suppliers may register for a PBN in the Supplier Registration Information service on line at: <https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJjdGlvbj1yZWdpc3Rlci5pbmRybyZpZD0x&lang=eng>

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

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## ANNEX "E"- INSURANCE REQUIREMENTS

### 1. COMMERCIAL GENERAL LIABILITY INSURANCE

- 1.1 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.
- 1.2 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.
  2. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  3. 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.
  4. 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.
  5. 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.
  6. 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.
  7. Employees and, if applicable, Volunteers must be included as Additional Insured.
  8. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  9. 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.
  10. 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.
  11. 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.
  12. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



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13. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  14. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  15. 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.

**2. AUTOMOBILE LIABILITY INSURANCE**

2.1 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.

2.2 The policy must include the following:

1. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
2. Accident Benefits - all jurisdictional statutes
3. Uninsured Motorist Protection

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4. 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.
  5. OPCF/ SEF/ QEF #6a - Permission to Carry Passengers for Compensation or Hire
  6. OPCF/ SEF/ QEF #6b - School Bus Endorsement
  7. OPCF/ SEF/ QEF #6c - Public Passenger Vehicles Endorsement
  8. 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
  9. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

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### ANNEX "F"- MANDATORY TECHNICAL EVALUATION

Bids must comply with all terms and conditions of this Request for Proposal to be considered responsive. A bid that fails to meet all mandatory requirements of this RFP shall be disqualified from the bidding process and be given no further consideration.

In order to be qualified to bid, Bidders must have the minimum volume for each type of vehicle for which they are bidding for (see Item B and D in the below Table).

Precedence will be given to bidders capable of providing all types of vehicles identified in Item B and D.

In the event that no bidder is capable of providing all types of vehicle identified in Item B, bidders that have submitted a bid for a specific vehicle type with the inclusion of technical evaluation Item D, will be considered.

	Technical Evaluation	MET or NOT MET
A	The Contractor must be available to provide transportation services to IRCC at all times (twenty-four (24) hours per day and seven (7) days a week) including statutory holidays upon request for up to 800 Asylum Seekers per week, as per the Statement of Work.	
B	The Contractor must have the minimum volume for each type of vehicle: - ten (10) standard sedans for five (5) passengers per sedan, - four (4) passenger vans for seven (7) or eight (8) passengers per van and - four (4) buses for at least twenty four (24) passengers per bus within their fleet.	
C	The Contractor must ensure that all vehicles and replacement vehicles used to fulfill the terms and conditions of the resulting contract will be properly registered and carry out all authorities required by the appropriate Municipal, Provincial and Federal regulatory bodies. Proof of operating licenses must be provided upon request.	
D	The Contractor must have a minimum of two (2) vehicles in the operational fleet for persons with disabilities and/or require wheelchair access.	
E	The Contractor vehicles and replacement vehicles must be maintained at all times including but not limited to; displaying current motor vehicle inspection validation and checked for cleanliness prior to picking up a client. All vehicle equipment must be in suitable working order and \ be smoke free.	
F	The Contractor must provide a minimum call answer time maintained at less than five (5) rings.	
G	The Contractor must make all sedans and passenger vans available at pick-up locations to clients less than 2 hours (120 minutes) after placing a call to central dispatch.	
H	The Contractor must make all buses available at pick-up locations to clients less than 4 hours (240 minutes) after placing a call to central dispatch.	
I	Contractor must be in compliance with following City of Niagara Falls By-laws: 2018-75 as amended by By-law No 2020-02	
J	Contractor must be in compliance with COVID-19 safety procedures (wear PPE, cleaning taxi vehicles, and physical distancing). See "Annex A – Statement of Work Niagara Falls" for details.	

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

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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**ANNEX "G"- FINANCIAL EVALUATION**

The following scenario is used for the purposes of financial evaluations only. The actual number of trips can be greater or lesser than the numbers identified below.

The Bidder must provide the Unit Prices before Taxes in the below Tables that are the same as the Bidder proposed Unit Prices that are listed in the ANNEX "B"-BASIS OF PAYMENT

**Proposed Prices for the Initial Period from December 01, 2021 to March 31, 2022 inclusive  
 (Note: due to operational reasons, the start date could be delayed up to 60 days):**

**(The prices below will be applied to all four extension periods of six-month, if exercised):**

Type of vehicle	Number of trips per period: <b>A</b>	(\$ Price per trip: <b>B</b>	Number of Km beyond 150 Free Km: <b>C</b>	(\$ Price per Km beyond 150 Free Km: <b>D</b>	(\$ Total Price per type of vehicle <b>= (AxB)+(Cx D)</b>
Sedan	2,700		500		
Passenger Van	1,080		500		
Bus	540		500		
<b>Price Total for all types of vehicles</b>					
<b>Applicable Taxes</b>					
<b>Price Total included Taxes for all types of vehicles</b>					

**Note:** Bidder are reminded that proposed prices for wheelchair accessible vehicles do not form part of the financial evaluation.

**1) First Priority:**

**Evaluated Price = Price Total for all types of vehicles**

**2) Second Priority (to be applied when No Bidder can provide all type of vehicles):**

**Evaluated Price = Price Total for specific types of vehicles**