

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Title - Sujet Driver Services	
Solicitation No. - N° de l'invitation 21K01-128262/B	Date 2013-01-11
Client Reference No. - N° de référence du client 21K01-12-18262	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-508-6043	
File No. - N° de dossier KIN-2-38209 (508)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-29	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Weaver, Tammy	Buyer Id - Id de l'acheteur kin508
Telephone No. - N° de téléphone (613) 545-8059 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA Corcan Industries Ontario 14-B4 Centennial Drive KINGSTON Ontario K7L 4V2 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award
2. Certifications Precedent to Contract Award
3. Certifications Required with the Bid

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Payment
6. Invoicing Instructions
7. Certifications
8. Applicable Laws
9. Priority of Documents

List of Annexes:

Annex "A"	Statement of Work
Annex "B"	Basis of Payment
Annex "C"	Insurance Requirements
Annex "D"	Certification of Availability

Annex "E"... Form PWGSC-TPSGC 572 Task Authorization

PART 1 - GENERAL INFORMATION**1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, 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: includes the certifications to be provided;
- Part 6 Insurance 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.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

2. Summary

- (i) To provide drivers to operate CORCAN owned and/or rented hiway tractors, Refrigerated Vans, Cargo Vans and Trucks for the shipment and delivery of CORCAN manufactured and refurbished goods to various locations in Ontario and Quebec. The Contractor must also provide assistance in customer services, as required. .
- (ii) CORCAN, a Special Operating Agency of the Correctional Service of Canada (CSC)
- (iii) Period of contract shall be from 01 February 2013 to 31 December 2013 with Canada having the irrevocable option to extend the contract by 3 periods of one year each, up to 31 December 2016;
- (v) pursuant to section 01 of Standard Instructions 2003 and 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.
- (vi) The requirement is subject to a preference of Canadian goods and/or services.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions 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 (2012-11-19) 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: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation or by email: kingston.procurement@pwgsc.gc.ca.

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach 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

- 1.1 Bidders must submit their financial bid in accordance with the Annex "B". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial, evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

1.1.1.1 Mandatory Technical Criteria

- i. Bidder must provide proof that it has been a business for at least one (1) year and must have employed a minimum of four AZ drivers for one year. This would include but not be limited to the following types of companies that meet the evaluation criteria:

Driver service Companies, or
Trucking Companies, or
Employment agencies.

- ii. Bidder must provide a list with a minimum of three proposed AZ licensed drivers and one DZ licensed driver that will be available to perform the work if the bidder is awarded the contract. The proposed drivers must have had the specified license for at least two (2) years and must not have more than six (6) demerit points on their license. **The bidder must include a copy of each proposed driver's license and a current driver's abstract.** The bidder must include a completed Certification of

Availability as located in Annex D for proposed Drivers that are not currently employed by the bidder or the Driver will not be included in the evaluation.

1.2 Financial Evaluation

Only the Bidders' proposals which comply with all of the mandatory Technical Criteria will be financially evaluated based on their Total Price. The Bidder's Total Price is the sum of the aggregate prices for Pricing "A" and Pricing "B" for year one including all options years.

The aggregate price for Pricing "A" will be calculated by multiplying the Bidder's monthly administrative fee by the 12 months of the contract period including all option years.

The extended price for Pricing "B" will be calculated by multiplying the hourly unit prices for all pricing items by the corresponding estimated usage. All of the extended prices in Pricing "B" will be added together to calculate the aggregate price for Pricing "B" including all option years.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

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

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

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

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

If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

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

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

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

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

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

2.2 Former Public Servant Certification

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:

an individual;

an individual who has incorporated;

Solicitation No. - N° de l'invitation

21K01-128262/B

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38209

Buyer ID - Id de l'acheteur

kin508

Client Ref. No. - N° de réf. du client

21K01-12-18262

CCC No./N° CCC - FMS No/ N° VME

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? Yes () No ()

If so, the Bidder must provide the following information:

name of former public servant;

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

Certification

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

2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2. Certifications Required with the Bid

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

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

2.1 Canadian Content Certification

2.1.1. *SACC Manual* clause A3050T (2010-01-11) Canadian Content Definition

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

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

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.2.1 Task Authorization Process

1. The *Project Authority* will provide the Contractor with a description of the task using the "Task Authorization Form *form specified in Annex E*."
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the **Project Authority within FOUR (4) hours** of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the *Project Authority* has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk .

1.2.2 Task Authorization Limit

The *Project Authority* may authorize individual task authorizations up to a limit of \$15,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the *Contracting Authority* before issuance.

1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. *If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.*

The data must be submitted on a quarterly basis" to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than **30** calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain

For each authorized task:

1. the authorized task number or task revision number(s);
2. a title or a brief description of each authorized task;
3. the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
4. the total amount, GST or HST extra, expended to date against each authorized task;
5. the start and completion date for each authorized task; and
6. the active status of each authorized task, as applicable.

For all authorized tasks:

HST

1. the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

2. the total amount, GST or HST extra, expended to date against all authorized TAs

2. 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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2010B (2012-11-19), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work is to be performed during the period of 01 February 2013 to 31 December 2013.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Tammy Weaver
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence St., 2nd Floor
Kingston, Ontario
K7L 1X3

Telephone: 613-545-8059
Facsimile: 613-545-8067
E-mail address: Tammy.Weaver@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

Solicitation No. - N° de l'invitation

21K01-128262/B

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38209

Buyer ID - Id de l'acheteur

kin508

Client Ref. No. - N° de réf. du client

21K01-12-18262

CCC No./N° CCC - FMS No/ N° VME

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.

4.2 Project Authority

The Project Authority for the Contract is: (To be provided upon Contact Award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

4.3 Contractor's Representative

Name: _____

Telephone: _____

Fax: _____

Email: _____

5. Payment

5.1 Basis of Payment - Limitation of Expenditure - Task Authorization

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment *in Annex B*, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work .

5.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____.

Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

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

5.3 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.

5.4 SACC Manual Clauses

A9117C 2007-11-30 Direct Request by Customer Department

5.6 Time Verification

C0711C 2008-05-12 Time Verification

6. Invoicing Instructions

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

Each invoice must be supported by:
a copy of all Task Authorizations;

Invoices must be distributed as follows:

one (1) copy must be forwarded to the consignee

7. Certifications

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

8. Applicable Laws

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

9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B (2012-07-16), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____.

ANNEX A

STATEMENT OF WORK

1 General Requirements

The Contractor shall provide personnel to perform the following work:

AZ licensed drivers are required to drive up to three (3) or more CORCAN provided tractor trailers for pickup and delivery of CORCAN manufactured and refurbished goods to various locations in Ontario and Quebec. The DZ licensed driver is required to drive a class 9 straight frame truck to pickup and delivery of laundry goods at various locations within Ontario. The drivers must have had the specified license for at least two years and must not have more than 6 demerit points on their license. Upon arriving to perform service at CORCAN, Drivers shall provide the Project Authority a photo copy of their Driver's License, Current (within 3 months of current date) Driver's abstract and Commercial Vehicle Operators Registration (CVOR) showing years of driving with specified license.

Occasionally there may be a requirement to drive CORCAN's tractor trailers, vans or pickups throughout other Canadian provinces.

2 Transportation Using Float Trailer

Load, secure load, transport and unload various cargo in Ontario. CORCAN uses a float trailer to transport cargo as required. The driver will secure the load with chains and binders supplied by CORCAN.

3 Transportation of Furniture and Components

When requested, the driver will load and unload the vehicle or trailers using pallet trucks. All equipment required to load and unload cargo will be provided by CORCAN or its clients. Driver will not be required to operate a fork lift.

4 Pick-up & Delivery of Laundered Goods

To provide scheduled pick-up and delivery services for Frontenac Laundry Operations at various locations within Ontario. Includes the removal of soiled linens from various clientele. Finished product to be delivered to clientele at the designated locations.

5 Pick-up & Delivery Goods

Assist in the verification of quantity and ensure the packaging is damage free before leaving the warehouse.

Oversee loading and unloading of product to ensure there is no damage to the product or trailer.

The Contractor's personnel will provide customer service such as:

- pick up of warranty returns;
- delivery and set up of replacement parts, if no installer is required or;
- simple minor repair of CORCAN furniture.

The requirement for the quantity of drivers and service will vary throughout the Contract period. There will be times when no driver service is required due to a statutory holiday or a lack of product to be delivered.

More drivers and additional hours may be required from January to March to transport the additional product. This will be indicated on the Task Authorisation documents provided by the Project Authority.

Occasionally there will be a requirement for cargo van and pickup drivers to perform similar services.

6 Minor Maintenance and Cleaning of Trucks

The Contractor's personnel will provide routine daily maintenance and inspection duties on all vehicles and trailers to ensure compliance with the Highway Traffic Act. When drivers are waiting between loads at the CORCAN warehouse they may use CORCAN supplied pressure washers and shop vacuums to clean the trucks.

The Contractor's personnel will maintain preventive maintenance schedules and annual safety certification of CORCAN vehicles, as per the Highway Traffic Act. All annual safety certification costs will be paid by CORCAN.

The Contractor's personnel will maintain and update vehicle circle checks, log book and fuel reports on a daily basis, noting any deficiencies. Should repairs be required, the Contractor's personnel may be requested to arrange for repairs, following approval by the Project Authority. CORCAN will pay for all repairs and parts requested.

7 Overtime

Overtime may be required of specific drivers and any hours worked over the Provincial standard will be paid as per the rate specified in Annex 2 Pricing "B", Basis of Payment when Driver provides more than 44 hours of service per 7 day week starting on Monday and ending on Sunday.

No overtime work shall be performed under the Contract unless authorised in advance and in writing by the Project Authority. Any request for payment at the rate(s) specified in the Contract must be accompanied by a copy of the overtime authorisation and a report containing such details as Canada may require with respect to the overtime work performed pursuant to the written authorisation.

8 Communications

Communication is very important for CORCAN to effectively provide service to its clients. The Contractor and its Driving Personnel must be focused on helping CORCAN provide excellent customer service.

Drivers should be courteous, helpful and customer oriented.

The Project Authority must be aware of the driver's activities throughout the day.

All Drivers must have cell phones that are in operation all times they are providing service. Cell phone numbers shall be provided to the Project Authority.

Drivers will receive instructions from Project Authority prior to their daily run.

Drivers will inform the Project Authority when they are at the furthest point of their run. Project Authority may have additional requirement for the driver on the return trip.

Drivers will liaise with other CORCAN employees and contractor to inform them of estimated arrival times. Drivers should inform each other of possible traffic delays and site conditions.

Solicitation No. - N° de l'invitation

21K01-128262/B

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38209

Buyer ID - Id de l'acheteur

kin508

CCC No./N° CCC - FMS No/ N° VME

21K01-12-18262

Drivers will complete daily trip sheets which summarizes the daily performance on forms provided by the Project Authority.

Drivers will complete daily fuel tax report for all trucks that are Pro Rate Plated (PRP). Form will be provided by the Project Authority.

Drivers will carry a current log book that shows their past 14 days of driving history. The log book will be available for inspection as and when requested by the Project Authority. Log books will be provided by the Contractor.

The Contractor shall provide the Project Authority with quarterly statements from the Workplace Safety and Insurance Board which indicates the Contractor's standing.

Annex "B"**Basis of Payment**

Disbursements: The Contractor will be paid for its costs for providing insurance as outlined in Annex "C" for its drivers under this contract. Costs will be reimbursed with no allowance for overheads or profit. Copies of invoices from the insurer must be provided to the Technical Authority with the request for payment.

Contract Period: 01 March 2013 to 31 December 2013

Pricing "A" Fee for Administration of Driver Services, including but not limited to: dispatch of drivers, profit, overhead and other associated fixed costs. \$ _____/month
Usage 10 months

Pricing "B" firm, all-inclusive hourly rate for the provision of driver services as authorised by the Project Authority using a Task Authorisation Form.

B1. Regular Time

- A). Services of an AZ Driver Estimated Usage: 7780 hours \$ _____/hour
 B). Services of an DZ Driver Estimated Usage: 1950 hours \$ _____/hour
 C). Services of an G Driver Estimated Usage: 190 hours \$ _____/hour

B2. Overtime (Service of Individual Driver in excess of 44 hours per week)

- A). Services of an AZ Driver Estimated Usage: 470 hours \$ _____/hour
 B). Services of an DZ Driver Estimated Usage: 190 hours \$ _____/hour
 C). Services of an G Driver Estimated Usage: 10 hours \$ _____/hour

Option Period #1

01 January 2014 to 31 December 2014

Pricing "A" Fee for Administration of Driver Services, including but not limited to: dispatch of drivers, profit, overhead and other associated fixed costs. \$ _____/month Usage 12 months

Pricing "B" firm, all-inclusive hourly rate for the provision of driver services as authorised by the Project Authority using a Task Authorisation Form.

B1. Regular Time

- A). Services of an AZ Driver Estimated Usage: 7780 hours \$ _____/hour
 B). Services of an DZ Driver Estimated Usage: 1950 hours \$ _____/hour

C) Services of an G Driver Estimated Usage: 190 hours \$ _____ /hour

B2. Overtime (Service of Individual Driver in excess of 44 hours per week)

A) Services of an AZ Driver Estimated Usage: 470 hours \$ _____ /hour

B) Services of an DZ Driver Estimated Usage: 190 hours \$ _____ /hour

C) Services of an G Driver Estimated Usage: 10 hours \$ _____ /hour

Option Period #2: 01 January 2015 to 31 December 2015

Pricing "A" Fee for Administration of Driver Services, including but not limited to: dispatch of drivers, profit, overhead and other associated fixed costs. \$ _____ /month Usage 12 months

Pricing "B" firm, all-inclusive hourly rate for the provision of driver services as authorised by the Project Authority using a Task Authorisation Form.

B1. Regular Time

A). Services of an AZ Driver Estimated Usage: 7780 hours \$ _____ /hour

B) Services of an DZ Driver Estimated Usage: 1950 hours \$ _____ /hour

C) Services of an G Driver Estimated Usage: 190 hours \$ _____ /hour

B2. Overtime (Service of Individual Driver in excess of 44 hours per week)

A) Services of an AZ Driver Estimated Usage: 470 hours \$ _____ /hour

B) Services of an DZ Driver Estimated Usage: 190 hours \$ _____ /hour

C) Services of an G Driver Estimated Usage: 10 hours \$ _____ /hour

Option Period #3: 01 January 2016 to 31 December 2016

Pricing "A" Fee for Administration of Driver Services, including but not limited to: dispatch of drivers, profit, overhead and other associated fixed costs. \$ _____ /month Usage 12 months

Pricing "B" firm, all-inclusive hourly rate for the provision of driver services as authorised by the Project Authority using a Task Authorisation Form.

B1. Regular Time

A). Services of an AZ Driver Estimated Usage: 7780 hours \$ _____ /hour

B) Services of an DZ Driver Estimated Usage: 1950 hours \$ _____ /hour

Solicitation No. - N° de l'invitation

21K01-128262/B

Client Ref. No. - N° de réf. du client

21K01-12-18262

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38209

Buyer ID - Id de l'acheteur

kin508

CCC No./N° CCC - FMS No/ N° VME

C) Services of an G Driver Estimated Usage: 190 hours \$_____ /hour

B2. Overtime (Service of Individual Driver in excess of 44 hours per week)

A) Services of an AZ Driver Estimated Usage: 470 hours \$_____ /hour

B) Services of an DZ Driver Estimated Usage: 190 hours \$_____ /hour

C) Services of an G Driver Estimated Usage: 10 hours \$_____ /hour

ANNEX C

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance
 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
 2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy,

the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

2. Automobile Liability Insurance (2008-05-12)

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.

The policy must include the following:

- a. Third Party Liability - \$5,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

3. All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than *the value of* the products loaded in the truck per shipment. Government Property must be insured on Replacement Value (new) basis.

Solicitation No. - N° de l'invitation

21K01-128262/B

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-2-38209

Buyer ID - Id de l'acheteur

kin508

Client Ref. No. - N° de réf. du client

21K01-12-18262

CCC No./N° CCC - FMS No/ N° VME

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2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
 3. The All Risk Property in Transit insurance must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - b. Loss Payee: Canada as its interest appears or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Correctional Service of Canada, CORCAN Industries and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Solicitation No. - N° de l'invitation

21K01-128262/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin508

Client Ref. No. - N° de réf. du client

21K01-12-18262

File No. - N° du dossier

KIN-2-38209

CCC No./N° CCC - FMS No/ N° VME

Annex "D"
Certification of Availability

For all AZ and DZ licensed drivers named in Bidder's Proposal who are not currently employees of the Bidder's organisation, the following certification must be included with the bid or that person will not be included in the evaluation.

I _____, (name of proposed person) certify that I consent to my name being submitted by _____ (name of Bidder) in response to the Request for Proposal (RFP) 21K01-128262/A and that I have entered into an agreement with the Bidder to provide services described in the RFP and/or the proposal submitted by the Bidder to Canada and that I shall be available should the Bidder be contracted to provide services to Canada. I currently hold a valid AZ or DZ license (please circle appropriate choice).

Signature of Proposed Person

Date



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (GST/HST extra) Coût total estimatif de la tâche (TPS/TVH en sus) \$

Security Requirements: This task includes security requirements
Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non Yes - Oui If YES, refer to the Security Requirements Checklist (SCRL) included in the Contract
Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (GST/HST Extra) before the revision Coût total estimatif de la tâche (TPS/TVH en sus) avant la révision \$	Increase or Decrease (GST/HST Extra), as applicable Augmentation ou réduction (TPS/TVH en sus), s'il y a lieu \$
--	---	--

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date



Larry Tyrrell
 Warehouse Manager
 1484 Centennial Drive
 Kingston, ON K7L 4V2
 (613)634-8459

SPEEDOMETER		HUBODOMETER		DRIVERS USE FULL NAME	
ENDING		ENDING			
BEGINNING		BEGINNING		1	
TOTAL MILES		TOTAL MILES		2	
STARTED AT				ON	
	CITY		PROV.	ON	
STARTED AT					
	CITY		PROV.		
MOST DISTANT POINT OR TURN AROUND CITY WAS: CITY PROV.					
METER READINGS KILOMETERS <input type="checkbox"/> MILES <input type="checkbox"/>					
	PROV.	ROUTE	ODOMETER		
BEGINNING					
ENDING					
PURCHASES					
LOCATION	INVOICE #	G/L	GALLONS	COST	COMMENTS