

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776**

**Request For a Standing Offer
Demande d'offre à commandes**

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Material Traffic Division /Division du transport du matériel
11 Laurier St. / 11, rue Laurier
6B1, Place du Portage, Phase III
Gatineau, Québec K1A0S5

Title - Sujet REMOVAL AND STORAGE OF HOUSEHOLD EF		
Solicitation No. - N° de l'invitation 08956-110350/B		Date 2012-11-02
Client Reference No. - N° de référence du client 08956-110350		GETS Ref. No. - N° de réf. de SEAG PW-\$\$LM-004-61494
File No. - N° de dossier Im004.08956-110350	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-29		Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Ogbumor, Alfred		Buyer Id - Id de l'acheteur Im004
Telephone No. - N° de téléphone (819)956-3589 ()		FAX No. - N° de FAX (819)956-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL TRADE D1-14 125 SUSSEX DR. ATT: ALINE TAILLEFER- MCLAREN OTTAWA Ontario K1A0G2 Canada		
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.		

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

08956-110350/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

1m004

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

08956-110350

File No. - N° du dossier

1m00408956-110350

CCC No./N° CCC - FMS No/ N° VME

REQUEST FOR STANDING OFFER

REMOVAL AND STORAGE OF HOUSEHOLD EFFECTS IN THE NATIONAL CAPITAL REGION (NCR)

**SERVICES TO BE PROVIDED TO:
DEPARTMENT OF FOREIGN AFFAIRS AND OTHER GOVERNMENT DEPARTMENTS**

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work; Standards and Crating Instructions for Packing, Crating and Loading; Basis of Payment - NCR; Call-up for Removal, Long-Term Storage and Freight Forwarding Services and Vehicle Marine Cargo Insurance; Performance Monitoring Survey; Certifications and Code of Conduct Certifications - Consent to a Criminal Record Verification and insurance

2. Summary

(i) This bid solicitation is being issued to satisfy the requirement of the Department of Foreign Affairs and International Trade (DFAIT), on behalf of the Government of Canada.

The Department of Foreign Affairs and International Trade Canada (DFAIT) will be the client doing the large majority of the call ups for the relocation of its employees and their dependents from Canada to Canada's missions abroad and from Canada's missions abroad back to Canada. To support these relocations, DFAIT requires removal and storage services for household effects. The scope of the requirement of this solicitation is for approximately 450 outgoing and 400 incoming relocations annually.

Services include preparation, packing, delivery and/or long-term storage of personal household effects, from/to employees' residences to/from storage facilities of the Offeror in the National Capital Region (NCR). It also includes making arrangements with the Freight Forwarders, who will in turn, pick-up/deliver

the goods from/to the Offeror's storage facility for delivery and/or return from/to Canadian missions throughout the world.

Offerors are required to use the best Conveyance in delivery/removal to/from employee's residence and to/from storage facility. There will be no shuttle services for this requirement.

The employees concerned are DFAIT employees and employees from other government departments who are being relocated from Canada to Canada's missions abroad and from Canada's missions abroad back to Canada. There is also a requirement for bonded storage for employees on assignments from Mission to Mission (cross -posting) under the terms of the Foreign Service Directives (FSD) which will require a bonded storage warehouse.

Offeror(s) must submit firm unit prices for the National Capital Region in the Basis of Payment - NCR, Annex C.

The call-up procedures will require that call-ups be issued on a proportional distribution basis such that the highest ranked Offeror of the Standing Offer (lowest Total Offer Price) receives the largest number of the call-ups, the second highest ranked Offeror receives the second largest number of call-ups, etc.

The proportional distribution will be based on the ranking of the compliant offers, placing these in order of the lowest submitted Total Offer Price. (See Part 4 - Evaluation Procedures and Basis of Selection, Financial Evaluation, section 1.2 for further details.)

Firm unit prices of call-ups made for storage services and delivering to residence will remain in effect throughout the period of the Standing Offer and continue after the expiration of the Standing Offer when Offerors still have LTS but are not qualified on subsequent Standing Offers. These firm rates will remain the same for the period during which the effects remain in LTS including extensions.

Any resulting Standing Offer may be used by any Government Department, Departmental Corporation or Agency, or other body of the Government of Canada (including all those described in the *Financial Administration Act*, as amended from time to time) or any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the *Department of Public Works and Government Services Act* (each a "**Client**"). Although Canada may make the Standing Offer available to any or all the Clients, this bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

The submission of a Standing Offer Proposal by any supplier, and a subsequent decision by PWGSC to authorize its use, should not be construed in any way as an acceptance of any or all services. The Project Authority shall have the right to request services from the supplier by way of a Call-Up which will constitute the contract in quantities which will be determined at the time of the Call-Up.

(ii) It is the intent to issue up to eight (8) Standing Offers

(iii) The Period of the Standing Offer:

The term of the Standing Offer will be for a period commencing from January 1, 2013 to December 31, 2014, with the right to request extension of one year period from January 1, 2015 to December 31, 2015, should the extension year be exercised.

Option to Extend the Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) period of one (1) year, from January 1, 2015 to December 31, 2015 under the same conditions and at the rates or prices specified in the Standing Offer (Basis of Payment).

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

(iv) The purpose of this Request for Standing Offer is to select Offeror(s) to provide moving, packing and warehouse storage services on an, as and when requested basis, in accordance with the statement of work described herein by DFAIT. These services requires Project Director who has the relevant experience in moving, packing and warehouse storage services of similar size, scope and complexity, to meet the requirements as described in the Statement of Work.

(v) "The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."

(vi) "The requirement is limited to Canadian goods and/or services."

3. Communications Notification

As a courtesy, the Government of Canada requests that successful Offerors notify the Contracting Authority in advance of their intention to make public an announcement related to the issuance of a Standing Offer.

4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

5. Key Terms

ASD - Alternate Services Delivery

Call-Up - the document used to initiate contractual relocation process with Offerors and freight forwarders.

Contracting Authority - The person authorized to enter into a contract on behalf of Canada

Crated (Gross) Weight - weight of household effects crated for shipment and includes all packing material

Cross Docking - Process in which the household effects are transferred from the pallet to the transport vehicle of another firm. This process involves a dock where the merchandise is temporarily unloaded and reloaded. Cross docking fees are not applicable when loading HHE to another truck used for freight services to another mission.

DSR - Date Service Required/Load Date

Employee - a member of DFAIT or other government department being relocated outside Canada or back to Canada or from Mission to Mission (for supplementary shipments) under the provisions of the Foreign Service Directives (FSDs).

Freight Forwarder - the entity designated by the Project Authority to be responsible for the shipment of the employee's household effects from warehouse to warehouse (or door to door wherever possible) between Canada and Canada's missions abroad.

FSD - Foreign Service Directives

LTS - Long Term Storage

MCO - Mission Consular Officer

National Capital Region (NCR) - For the purpose of this solicitation the NCR is defined as 150km radius from Ottawa downtown

Net Weight - weight of household effects prior to packing

OGD - Other Government Departments

Packed Weight - weight of household effects with packing material included

PMV - personal motor vehicles

Principal Residence - means a dwelling place which is recorded in the departmental or agency personnel file as the employee's permanent address and from where household effects are removed and to where household effects are delivered.

Project Authority - The person authorized on behalf of Canada to make call-up and take action, make decisions, and initiate action

PWGSC - Public Works and Government Services Canada

Service line - phone number, fax number, e-mail address

SACC - Standard Acquisition Clauses and Conditions

Storage In Transit (SIT) - Temporary storage of a shipment; it can occur at any time after pick-up at residence, or upon receipt of an incoming shipment, but prior to delivery.

Subrogated - the process of financial recovery from the last carrier for their contractual released rate liability for damage or loss to household effects and/or vehicles.

PART 2 - OFFEROR INSTRUCTIONS

1.0 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. If there is a conflict between the provisions of 2006 and this document, this document prevails.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html) - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-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 offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

1.1 SACC Manual Clauses

1.1.1 Price Support - C0008T (2007-05-25)

The Offeror must provide, on Canada's request, one or more of the following price support, if applicable:

-
- (a) a current published price list indicating the percentage discount available to Canada; or
 - (b) copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - (d) price or rate certifications; or
 - (e) any other supporting documentation as requested by Canada

1.1.2 Canadian Content Definition

1. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement Rules of Origin (see Supply Manual, Annex 5.5: <http://www.pwgsc.gc.ca/acquisitions/text/sm/chapter05-e.html#annex5.5>).

For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada".

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, only the products of MERIT/CIRCLE firms or companies in Priority Group 1 prior to April 1992 are considered Canadian (see paragraph 7.(a)).

2. Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.
3. Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:
 - (a) aggregate evaluation: no less than 80 percent of the total offer price must consist of Canadian goods; or,
 - b) item by item evaluation: in some cases, the offer evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
4. Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.
5. Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian goods and services (as defined above).

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6. Annex 7.8 of the Supply Manual (<http://www.pwgsc.gc.ca/acquisitions/Text/sm/chapter07-e.html#annex7.8>) shows how Canadian content is determined for a mix of goods, a mix of services or a mix of goods and services.
7. Other Canadian goods and services:
- (a) CIRCLE Canada and MERIT Partnership Program: For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
- (i) MERIT Partner under the MERIT Partnership Program (<http://strategis.ic.gc.ca/epic/internet/inict-tic.nsf/en/it04598e.html>) (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
 - (ii) Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
 - (iii) CIRCLE Canada (<http://strategis.ic.gc.ca/epic/internet/inict-tic.nsf/en/it04597e.html>) companies as agreed on by IC and PWGSC.
- (b) Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

1.2 Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) before submission of offer. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>

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

2. Submission of Offers

- (a) Offers 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 Request for Standing Offers.
- (b) Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.1 Signature and Date

The Offeror is to sign and date the first page of the solicitation.

2.2 Improvement of Requirement During Solicitation Period - A9076T (2007-05-25)

Should offerors consider that the specifications or Statement of Work contained in the Request for standing offer (RFSO) could be improved technically or technologically, offerors are invited to make suggestions, in writing, to the Contracting Authority named in the RFSO. Offerors 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 Offeror will be given consideration provided they are submitted to the Contracting Authority at least fourteen (14) calendar days before the RFSO closing date. Canada will have the right to accept or reject any or all suggestions.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fourteen (14) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

5. Financial Security Deposits/ Irrevocable Standby Letter of Credit

If PWGSC notifies the Offeror that it will be issued a standing offer on the condition that the Offeror provides an irrevocable standby letter of credit, the Offeror shall, at its sole expense, provide financial security to the Crown within seven (7) calendar days from such notification, in the form of an irrevocable standby letter of credit in the amount of **\$150,000.00** Canadian dollars pursuant to which demand may be made if the offeror is in default in carrying out any of its obligations under any contract resulting from the Standing Offer. If the Letter of Credit is not provided after seven (7) working days, Canada reserves the right to not further consider the Offer submitted. The letter of credit shall be in force for the period of the standing offer, including any extensions thereto, and shall be in a form satisfactory to Canada and its solicitors. In addition, the letter of credit shall meet the criteria specified below.

Nothing in this clause shall be interpreted as a promise by the Crown to make any call-ups against the standing offer.

For the purpose of the above clause, "irrevocable standby letter of credit" means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its own behalf, is to make a payment to or to the order of Canada, as the beneficiary, or is to accept and pay bills of exchange drawn by Canada, or authorizes another financial institution to effect such payment, or accept and pay such bills of exchange, or authorizes another financial institution to negotiate, against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with. The letter of credit shall:

- (a) state the face amount which may be drawn against it;
- (b) state its expiry date;
- (c) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (d) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (e) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No 500;
- (f) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6c) of the ICC Uniform Customs and Practice for Documentary Credits, 1993 Revision, ICC Publication No 500; and
- (g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and shall be on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

6. Office of Small and Medium Enterprises (OSME)

PWGSC has established the Office of Small and Medium Enterprises (OSME) to assist suppliers in accessing and competing for opportunities in the Federal Marketplace. Its services include the Business Access Canada site found at: <https://buyandsell.gc.ca>

For specific questions or concerns about this Contract, please contact the Contracting Authority

7. Sustainable Development

It is the policy of the Canadian Government to carry out its mandate in a manner consistent with the principles of sustainable development and to promote sustainable development opportunities and obligations with respect to economic growth, social well-being, and a healthy environment thereby enhancing services to Canadians.

The Offeror is encouraged to support sustainable development by:

1. Contributing to environmental objectives, such as:
 - * Reducing greenhouse gas emissions and air contaminants;
 - * Improving energy and water efficiency;
 - * Reducing ozone depleting substances;
 - * Reducing waste and supporting reuse and recycling;
 - * Reducing hazardous waste; and
 - * Reducing toxic and hazardous chemicals and substances.

2. Resulting in more environmentally responsible planning, acquisition, use and disposal practices in the Federal Government.

The Offeror is requested to provide details of its practices for sustainable development. These details will not be evaluated, however they will be incorporated into any resultant contract.

8. **R1110T GI1 (2012-07-11) Code of Conduct and Certifications - Proposal**

1. Proponents must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, proponents must
 - a) respond to bid solicitations in an honest, fair and comprehensive manner,
 - b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, c) submit bids and enter into contracts only if they will fulfill all obligations of the contract.
2. Proponents further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Proponent made a false declaration, Canada will have the right to terminate the contract for default. The Proponent will be required to diligently maintain up-to-date the information herein requested. The Proponent and any of the Proponent's parent companies, subsidiaries and affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation. Canada may verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
3. For the purpose of this section, business concerns, organizations and individuals are Proponent's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.
 Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. Proponents must submit the following as part of their proposal:
 - a. a complete list of names of all individuals who are currently directors of the Proponent;
 - b. a properly completed and signed Consent Form, for each individual named in the aforementioned list.
5. The Proponent must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada with the corresponding Consent Forms. The Proponent will also be required to diligently maintain the list and to provide Consent Forms during the period of any contract arising from this bid solicitation.
6. By submitting a proposal, the Proponent certifies to be aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

7. By submitting a proposal, the Proponent certifies that neither the Proponent nor any of the Proponent's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. By submitting a proposal, the Proponent certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 9 herein, neither the Proponent nor any of the Proponent's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:

a. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or

b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or

c. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or

d. section 239 (False or deceptive statements) of the Income Tax Act, or

e. section 327 (False or deceptive statements) of the Excise Tax Act, or

f. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or

g. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

9. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the Financial Administration Act, the Proponent must provide with its proposal a certified copy of confirming documentation from an official source.

9 R1110T GI11 (2012-07-16) Rejection of Proposal

1. Canada may reject a proposal where any of the following circumstances is present:

- a. the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
- b. an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or

the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;

- c. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
- e. evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
- f. with respect to current or prior transactions with the Government of Canada,
 - i. Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
 - ii. Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

10 R1110T GI19 (2012-07-16) Acceptance of Proposal

1. Canada may accept any proposal, or may reject any or all proposals.
2. In the case of error in the extension or addition of unit prices, the unit price will govern.
3. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
4. Canada reserves the right to cancel or amend the RFSO at any time.

11 R1110T GI20 (2011-05-16) Legal Capacity

The Proponent must have the legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to proponents submitting a proposal as a joint venture.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer three (3) hard copies

Section II: Financial Offer one (1) hard copy and one (1) soft copy on CD, DVD or USB

Section III: Certifications one (1) hard copy

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

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.
- (c) include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, Offeror's name and address and contact information of its representative; and
- (d) include a table of contents.

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, offerors 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.

3.2 Section I: Technical Offer

In their technical offer, Offerors must demonstrate their understanding of the requirements contained in the offer solicitation and explain how they will meet these requirements and carry out the work as identified in Annex "A" - Statement of Work. Offerors must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

Offerors must also address the requirements of Part 4 Mandatory Technical Criteria 1.2.1 to 1.2.6

The technical offer must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in

the offer solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed

3.3 Section II: Financial Offer

(a) **Pricing:** Offerors must submit their financial offer in accordance with the "Basis of Payment" Annex C. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Unless otherwise indicated, Offerors must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.

Please note that the rates must be provided in one (1) hard copy and one (1) soft copy (electronically) on CD, DVD or USB, and follow the format provided. The Offeror must not modify the Basis of Payment.

(b) **Costs to be Included:** The financial bid must include all costs for the requirement described in the offer solicitation for the entire Standing Offer Period, including any option years. The identification of all necessary equipment, software, peripherals, and components required to meet the requirements of the offer solicitation and the associated costs of these items is the sole responsibility of the Offeror.

(c) **Blank Prices:** Offerors are requested to insert "Price" for all item as set out in the price tables (Basis of Payment - Annexes C). If the Offeror leaves any price blank, Canada will treat the price item as "blank" for evaluation purposes and any Offeror who does not insert price for an item and left it blank will be declared non-responsive.

(d) The Offeror interested in providing removal and storage services must submit firm unit price for the NCR - National Capital Region using the Basis of Payment - NCR, found in Annex C. The firm unit prices in the Basis of Payment may be subject to negotiation and to a request for price support before final acceptance

Note: do not include the Basis of Payment in the technical evaluation section.

(e) In order to confirm an Offeror's financial capability to perform the subject requirement, the Standing Offer Authority reserves the right to have access, precedent to Issuance of a Standing Offer and at anytime during the period of the Standing Offer, to current Offer's financial information. If requested, the financial information to be provided shall include, but not be limited to, the Offeror's most recent audited financial statements or financial statements certified by the Offeror's chief financial officer.

Should the Offeror provide the requested information to the Crown in confidence while indicating that the disclosed information is confidential, then the Crown will treat the information in a confidential manner as provided in the Access to Information Act. In the event that a bid is found to be non-compliant on the basis that the Offeror is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Offeror and the Standing Offer will be set aside.

3.4 Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

It is the intention to qualify up to a maximum of eight (8) Offerors in this Standing Offer

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria. Offeror evaluation will be conducted in a two-step process based on Mandatory Criteria and Price.
- (b) Multiple offers from the same Offeror or Owner or Directors are not permitted in response to this solicitation. Each Offeror must submit only a single offer. For the purpose of this solicitation, individual members of a joint venture soliciting in their own capacity are not considered the same Offeror as a joint venture in which they form a part. The offer must be by the Offeror itself and does not include the offer of any proposed subcontractors, any affiliate(s) of the Offeror or any corporate predecessor. If any Offeror submits more than one offer, Canada will choose in its discretion which offer to consider.
- (c) An evaluation team composed of representatives of Canada will evaluate the offers.
- (d) If Canada seeks clarification or verification from the Offeror about its offer, the Offeror will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-responsive.

1.1 Technical Evaluation

- (a) Each offer will be reviewed to determine whether it meets the mandatory requirements of the offer solicitation. All elements of the offer solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.
- (b) The mandatory requirements are described in Statement of Work in Annex A.
- (c) For reference checks, Canada may conduct the reference checks in writing by e-mail or phone. Canada will send all e-mail reference check requests to contacts supplied by all the Offerors on the same day. The response is to be received within 5 working days. On the third working day after sending out the mails, if Canada has not received a response, Canada will notify the Offeror by e-mail, to allow the Offeror to contact its reference directly to ensure that it responds to Canada within 2 working days. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information evaluated. Crown references will be accepted.

1.1.1 Mandatory Technical Criteria

Compliance with the Mandatory Technical Criteria's **1.2.1 to 1.2.6**, will be taken into consideration in the evaluation of each offer. **Offerors are advised to give special attention to each criteria.** Offers not meeting **all** the Mandatory Technical Criteria will be declared non-responsive and will not be considered for the issuance of a Standing Offer. Only offers which meet the Mandatory Technical Criteria will be further evaluated to determine the lowest price.

1.2.1(a) - Legal Entity

The Offeror must be a legal entity duly registered and authorized to carry on business in Canada.

- a) The Offeror must provide a statement to certify that it is either a sole proprietorship, partnership or corporate entity,
- b) A copy of the registration paper must be provided to show under which laws the entity was registered or formed. This information must show the corporate name as well as the year of incorporation and registration number.
This also applies to Offeror(s) submitting as a joint venture

1.2.1(b) - Corporate Profile (Only applies to Joint Venture)

The Offeror must provide its full legal name in its offer.

In the case of a joint venture arrangement, the Offeror must include the identity of the members of the firm or (in the case of an incorporated joint venture) the identity of its shareholders, the principal businesses of the members/shareholders, and the ownership structure.

If the response to this RFSO is made by a joint venture, the Offeror must describe the precise nature of the joint venture, its legal status and confirm its acceptance of the following general principles:

- a) that the signatories are acting and shall be responsible jointly and severally for the Offeror's obligations under any SO issued as a result of this RFSO;
- b) that the payment of moneys under any contract to the identified lead member will act as a release from all parties;
- c) that giving notice by the Minister to the identified lead member will act as notice to members of the joint venture;
- d) that the Minister may, at his discretion in the event of disputes among joint venture members or changes in its composition, direct that the Standing Offer be terminated, without in any way altering the liability of the original signatories for performance of the terms of the contracts; and
- e) where Canada has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial security for the performance of the joint venture's obligations may be required or, alternatively, financial and performance guarantees will be obtained from each of the joint venture members.

1.2.1(c) - Company Information

The Offeror must provide the following Information:

- a) Official company legal name
- b) Company's address
- c) Contact name
- d) Phone
- e) Fax
- f) Email address

1.2.2(a) - Company Experience

1. The Offeror must clearly demonstrate in its offer that it and any proposed subcontractors have relevant experience. The Offeror must demonstrate its ability and the ability of any proposed subcontractors to conduct moves similar to or greater in size, scope, and specification, in the activities described in the Statement of Work.
2. The Offeror must be an established mover and warehouse/storage provider for a minimum of ten (10) years.

The Offeror must provide a description of its services which include ALL of the following activities in the statement of work:

- a) Warehousing/Storage
 - b) preparation,
 - c) packing,
 - d) delivery and/or long-term storage of household effects from/to an employee's residence to/from storage facilities of the Offeror in the National Capital Region (NCR), for employees who relocate from another city
 - e) making arrangements with Freight Forwarders, who will in turn, pick-up/deliver the goods from/to the Offeror's storage facility for delivery and/or return from/to Canadian missions throughout the world.
3. The Offeror must provide a description of two (2) different major projects similar to the scope and activities to the statement of work (SOW).

A major project is defined as follows:

- a) a minimum of two (2) years of repetitive business within the last ten (10) years;
- b) provides preparation, packing, unpacking, delivery and/or long-term storage of household effects, logistics support, and
- c) making arrangements for onward shipment and storage.
- d) valued at one hundred and fifty (150) thousand dollars over two (2) years as described in the SOW;

The Offeror must include details for each projects as follows:

- a) Name of client;
 - b) Role of the Offeror in the project;
 - c) Brief description of the service provided;
 - d) Duration of each project (minimum 2 years);
 - e) Dollar value of project (at least \$150,000.00);
 - f) Name, titles and phone numbers of contact person (reference may be checked).
4. A statement of the maximum number of DFAIT outgoing removals and incoming removals which the Offeror anticipates being capable of handling each year, and confirmation that a minimum of 30 removals in each direction, each year, are within the capability of the Offeror.

1.2.2(b) - Subcontractors

The Offeror must identify, in its proposal, any proposed subcontractors, and the relationship between the primary Offeror and the subcontractor. No subcontractors which have not been identified in the offer may be used for any work contracted under the Standing Offer unless such subcontractors were themselves Offerors for this Standing Offer and, in the evaluation process, were judged to have satisfied all requirements of the Mandatory Criteria. The names of the subcontractor(s), individual(s) in charge of the contract and address(es) of the warehouses and offices must be submitted

1.2.2(c) - Personnel Dress Code

The Offeror must state, in writing, in the offer that it has the ability to provide personnel with the clothes appropriate for the environment as well as have personal suitability. The Offeror must ensure that all persons performing the tasks must wear formal company uniform with visible company's Logo/ID

1.2.2(d) - Warehouse/Office and Resources

The Offeror must provide support showing that it has a base of operations, resources and warehouse(s) that can accommodate the volume of moves in the National Capital Region. The addresses of all warehouses and offices must be submitted

The Offeror must provide the following:

- i) office(s) location in the NCR
- ii) number of full time and seasonal employees providing relocation services;
- iii) location/addresses and available capacity of warehousing facilities (bonded and non bonded);
- iv) facilities/equipments necessary to carry out all phases of packing, preparation, and storage

1.2.3(a) Project Director Experience

The Offeror must identify a Project Director who has the relevant experience in moves of similar size, scope and complexity, to meet the requirement as described in the SOW. The Project Director will be the official point of contact for DFAIT/PWGSC officials throughout the life of the Standing Offer. The proposed Project Director must have at least five (5) years of experience in projects similar in characteristics and scope to the SOW.

The Offeror must describe the proposed Project Director's role and responsibilities. The Project Director must be in position to make decisions and respond to instructions from DFAIT and other government department and be readily available during the peak moving period from June to October.

The Offeror must provide a detailed resume for the proposed Project Director. This resume must clearly demonstrate the qualifications of the proposed Project Director and must include the following:

- a. name;
- b. years of experience in the moving and warehouse/storage and related services;
- c. participation in at least two (2) major projects. Refer to 1.2.2(a) for description of a major project.
- d. Client references including telephone number(s) to cover at least five (5) years of the above required experience;
- e. language profile.

1.2.3(b) - Key Estimator

The Offeror must identify an Estimator who has the relevant experience in moves of similar size, scope and complexity, to meet the requirements as described in the SOW. The Offeror must demonstrate that the proposed key Estimator, who will perform the work, possesses the required qualifications and has related experience which include international moves involving the packing and preparation, for shipment and long-term storage of household effects. The Offeror must submit a detailed resume of an Estimator in its Offer. the Estimator must have at least three (3) years experience in estimating the cost of moves during the last five (5) years. References and their contact information must be provided and may be checked.

1.2.3(c) - Packing Supervisor

The Offeror must demonstrate that the officials who will supervise the packing and preparation of employees' household effects have at least two (2) years of related experience which include international moves involving the packing and preparation, for international shipment and long-term storage of household effects. The Offeror must submit detailed resume of the Packing Supervisor in its Offer.

1.2.4 - Language

The Offeror must state, in writing, in the offer that it has the ability to perform the duties described in the RFSO and can serve the clients in both official languages, both orally and in writing.

1.2.5 - Long Term Storage (LTS)- Pallets

The Offeror must clearly state, in writing, in its Offer, that the ownership of the LTS pallets, any wrapping, packing material and/or blankets, will, upon the placement of household effects (HHE) into same, change to the Government of Canada. Once the HHE have been removed from the pallet, wrapping, packing material and/or blankets, as a result of delivery out of LTS, the ownership of the pallet, wrapping, packing material and/or blankets, will then revert back to the Offeror.

1.2.6 - Terms and conditions/Statement of Work

The Offeror must clearly state, in writing, in its Offer that by submitting an offer, the Offeror understands and agrees that it is offering to Canada to provide the services in strict conformity with all the terms and conditions contained herein, including the Statement of Work attached hereto as Annex "A".

Canada reserves the right to request proof of any information provided by the Offeror. If the information cannot be validated, the Offeror's offer may be considered non-responsive. Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

1.3 Financial Evaluation

Offerors must state the prices/rates of their services, in the attached Basis of Payment (BoP) in Canadian dollars, (see Annex "C", attachment 1), Goods and Services Tax (GST) or Harmonized Sales Tax (HST) are excluded from the unit prices.

Note: Goods and Services Tax (GST) or Harmonized Sales Tax (HST) are not applicable on import and export shipments which are part of a continuous freight movement, except for service costs within Canada which are not part of the continuous freight movement, such as storage costs and cross-docking costs.

The rates submitted by the offeror are inclusive of all fees and expenses for the period of the standing offer.

From the responsive offers, only those up to 20% above the median value of the Total Bid "Price/Rate" (see Annex C worksheet) submitted by all compliant offers will be considered. Of those responsive offers, up to a maximum of eight (8) will be qualified for ranking for Proportional Distribution for the issuance of Standing Offer for Packing and Warehousing services for the NCR.

The determination of ranking for the Proportional Distribution (see section 1.3.3) will be based on lowest Total "Evaluation Price" (see Annex C worksheet).

1.3.1 Categories in Annex C worksheet

The Offeror must provide in the BoP - Annex C - Packing and Warehousing in NCR, one (1) set of fixed prices/rates which will apply to the initial two (2) year period with an one (1) option year period under the following categories:

A Categories related to Packing and Crating

- Packing per cwt
- Cartage per cwt

B Categories related to Preparation for shipment

- Air - IATA Container per cwt
- Air - Liftvan per cwt
- Sea - Liftvan per cwt
- Sea - Loading 20 foot container
- Sea - Loading 40 foot container
- Sea - Preparing a vehicle

C Categories related to Long Term Storage

- Long Term Storage per cwt per month
- Access to long term storage per hour

D Categories related to Delivery to Residence

- Cartage from Warehouse to residence per cwt
- Uncrating and removal of debris per cwt
- Unpacking per cwt
- Cross docking per cwt
- Destuffing of 20 foot container

- Destuffing of 40 foot container
- Unblocking and removal of vehicle

E Category related to Other Services

- Transportation per kilometer beyond city limits (after 150 kilometer radius from Ottawa downtown, calculated over and above 151 km to beyond)

1.3.2 Determination of the Total Bid "Price/Rate " and Total Bid "Evaluation Price " will be calculated as follows:

1. Rates submitted by the Offeror for each category as specified under 1.3.1 in the BoP - Annex C worksheet, will be multiplied by its associated weight factor;
2. The applied weight factor results for each category will be added to determine the "Total for this Section";
3. The sum of each "Total for this Section" will be added to produce the "Grand Total of all Sections" determining the Total "Price/Rate" (see Annex C worksheet) and Total "Evaluation Price" (see Annex C worksheet).

1.3.3 Proportional Distribution

The call-up procedure will require that call-ups will be issued on a proportional distribution basis such that the highest ranked Offeror of the Standing Offer (lowest Total "Evaluation Price") receives the largest number of the call-ups, the second highest ranked Offeror receives the second largest number of call-ups, etc.

The proportional distribution will be set as follows:

1st lowest price responsive Offer will receive up to 19% of the call-ups;

2nd lowest price responsive Offer will receive up to 16% of the call-ups;

3rd lowest price responsive Offer will receive up to 14% of the call-ups;

4th lowest price responsive Offer will receive up to 13% of the call-ups;

5th lowest price responsive Offer will receive up to 11% of the call-ups;

6th lowest price responsive Offer will receive up to 10% of the call-ups;

7th lowest price responsive Offer will receive up to 9% of the call-ups; and

8th lowest price responsive Offer will receive up to 8% of the call-ups;

Should there be less than eight (8) compliant offers, the proportional distribution amongst the compliant offers will be calculated based on the proportions indicated above, relative to each offeror. For example, assuming there are only seven (seven) compliant offers, the proportional distribution of the 1st lowest responsive offer will be 21% ($19/(100-8) \times 100$), and similarly, the proportional distribution of the 2nd lowest responsive offer will be 17% ($16/(100-8) \times 100$)... and the 7th lowest responsive offer will be 10% ($9/(100-8) \times 100$).

When call-ups are issued DFAIT will monitor the percentage of call-ups issued to each Standing Offer holder to make sure the call-ups issued within any calendar year are allocated as indicated above on a proportional distribution basis.

In order to confirm an Offeror's financial capability to perform the subject requirement, the Standing Offer Authority reserves the right to have access, precedent to Issuance of a Standing Offer and at anytime during the period of the Standing Offer, to current Offer's financial information. If requested, the financial information to be provided shall include, but not be limited to, the Offeror's most recent audited financial statements or financial statements certified by the Offeror's chief financial officer.

Should the Offeror provide the requested information to the Crown in confidence while indicating that the disclosed information is confidential, then the Crown will treat the information in a confidential manner as provided in the Access to Information Act. In the event that a bid is found to be non-compliant on the basis that the Offeror is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the Offeror.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive.

From the responsive offers, only those up to 20% above the median value of the Total Bid "Price/Rate" (see Annex C worksheet) submitted by all compliant offers will be considered. Of those, up to a maximum of eight (8) Offerors will be issued a Standing Offer.

The Proportional Distribution will be based on the ranking of the compliant offers, placing these in order of the lowest submitted Total Bid "Evaluation Price" (see Annex C worksheet)..

If an Offeror is unable to accept a call-up requirement based on lack of resources to fulfill the work required or on lack of storage capacity, then the so identified call-up will be offered to one of the other Offerors on the distribution list. This methodology will continue to be applied whenever an Offeror declines a call-up, so that declined call-ups are offered to the rest of the Offerors on the distribution list consistent with the proportional distribution of the remaining Offerors. Call-ups declined by Offerors will be accounted for as part of the proportional distribution. When an Offeror cannot accept a call-up it will inform the Project Authority and the Standing Offer Authority within the timelines established in the statement of work.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

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

1. Code of Conduct Certifications - Certifications Required Precedent to Issuance of a Standing Offer

1.1 Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror 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/formulaire-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 offer being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed in Annex "F" should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability - M9033T (2011-05-16)

1. Financial Capability Requirement: The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
 - (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - (b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
 - (c) A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.
 - (d) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - (a) the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - (b) the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
6. Confidentiality: If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. Security: In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a guarantee from a third party or some other form of security, as determined by Canada).

2. Insurance Requirements - M9015T (2011-05-16)

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex G.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to perform the work in accordance with the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection four (4) of Section eleven (11) - Code of Conduct and Certifications - Standing Offer of 2005 - General Conditions referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. The data must be submitted on a "quarterly basis" to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly periods are defined as follows:

1st quarter: January 1 to March 31;
2nd quarter: April 1 to June 30;
3rd quarter: July 1 to September 30;
4th quarter: October 1 to December 31.

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than 15 calendar days after the end of the "quarterly period".

Reports will be accepted in Excel spreadsheet format only.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The Standing Offer Authority must be provided with quarterly reports which must contain the following information:

(Reports may be similar to the following but must contain the required information.) The report may be changed slightly to better suit the information requested, at some later date by the Standing Offer Authority.)

- name of Offeror and Standing Offer number;
- date;
- quarterly reporting period covered;
- identify billing, providing the total amount for each, (even if zero), and the total combined billing of all;
- client name or call-up number;
- identify any subcontractor used under a call-up number;
- destination: From - To;
- dollar value for move, broken down;
- dollar value for Long-term storage;
- dollar values and additional information concerning moves for cities within Canada, (if applicable);
- additional amounts (such as cumulative Long-term storage of other call-up's) must be included in the total amount of billing for the quarter.
- additional amounts must be included in the total amount of billing for the quarter. This would include other ancillary charges such as demurrage, detention storage and any other additional charges;
- each quarterly report must indicate the total billing per client, the total billing for the given quarter and the total billing from all previous reports, (accumulated, as these reports progress), to this Standing Offer.

Monthly total billing must be shown.

The report must show long-term storage costs; Packing/moving expenses; and storage costs, new and long-term storage.

The reason for acquiring such a report is to gain knowledge on the amount of money spent on the Standing Offer. With this in mind the information provided must be presented in a clear, understandable and concise fashion.

Failure to provide fully completed reports in accordance with the above instructions may result in a service shortfall and the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

2.2.1 The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

This data will include the status of work contracted for under the Standing Offer.

For outgoing relocations this data will include, but not necessarily be limited to, the planned packing dates for each removal, the actual packing dates, the date of removal from residence, the date(s) the designated freight forwarder was notified for pick-up of the shipment(s), and the actual date(s) of pick-up by the freight forwarder.

For incoming shipments data provided will include, but not necessarily be limited to, the date(s) of receipt of the shipment(s) and the date(s) of delivery to residence. This information is to be provided in Excel.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from January 1, 2013 to December 31, 2014.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) period of one (1) year, from January 1, 2015 to December 31, 2015 under the same conditions and at the rates or prices specified in the Standing Offer (Basis of Payment).

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Alfred Ogbumor
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch,
Traffic Management Directorate
Place du Portage, Phase III
11 Laurier Street
Gatineau, Quebec
K1A 0S5

Telephone: (819) 956-3589
Facsimile: (819) 956-4944
E-mail address: alfred.ogbumor@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

4.2 Project Authority

The Project Authority for the Standing Offer is:

(Will be advised at time of issuance.)

The Project Authority is the representative of the department or agency for whom the work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____

Company: _____

Title: _____

Address: _____

Telephone: _____

Cell Phone: _____

Facsimile: _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is :

(Will be advised at time of issuance.)

6. Call-up Procedures

The call-up procedure will require that call-ups will be issued on a proportional distribution basis such that the highest ranked Offeror of the Standing Offer (lowest Total "Evaluation Price") receives the largest number of the call-ups, the second highest ranked Offeror receives the second largest number of call-ups, etc.

The proportional distribution will be based on the ranking of the compliant offers, placing these in order of their lowest submitted Total Bid Price using the Basis of Payment - NCR, Annex C.

The proportional distribution will be set as follows:

1st lowest price responsive Offer will receive up to 19% of the call-ups;

2nd lowest price responsive Offer will receive up to 16% of the call-ups;

3rd lowest price responsive Offer will receive up to 14% of the call-ups;

4th lowest price responsive Offer will receive up to 13% of the call-ups;

5th lowest price responsive Offer will receive up to 11% of the call-ups;

6th lowest price responsive Offer will receive up to 10% of the call-ups;

7th lowest price responsive Offer will receive up to 9% of the call-ups; and

8th lowest price responsive Offer will receive up to 8% of the call-ups;

Should there be less than eight (8) compliant offers, the proportional distribution amongst the compliant offers will be calculated based on the proportions indicated above, relative to each offeror. For example, assuming there are only seven (seven) compliant offers, the proportional distribution of the 1st lowest responsive offer will be 21% ($19/(100-8) \times 100$), and similarly, the proportional distribution of the 2nd lowest responsive offer will be 17% ($16/(100-8) \times 100$)... and the 7th lowest responsive offer will be 10% ($9/(100-8) \times 100$).

When call-ups are issued, DFAIT will monitor the percentage of call-ups issued to each Standing Offer holder to make sure the call-ups issued within any calendar year are allocated as indicated above on a proportional distribution basis.

If an Offeror is unable to accept a call-up requirement, then the so identified call-up will be offered to the next Offerors on the distribution list. This methodology will continue to be applied whenever an Offeror declines a call-up, so that declined call-ups are offered to the rest of the Offerors on the distribution list consistent with the proportional distribution of the remaining Offerors. Call-ups declined by Offerors will be accounted for as part of the proportional distribution. - When an Offeror cannot accept a call-up it will inform the Project Authority and the Standing Offer Authority.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User with the use of a Call-up document, "Sample Call-up for Removal, Long-Term Storage and Freight Forwarding Services and Vehicle Marine Cargo Insurance", known as a call-up, see Annex "D".

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) included are not applicable on import and export shipments which are part of a continuous freight movement, except for service costs within Canada which are not part of the continuous freight movement, such as storage costs and cross-docking costs.

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 call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2035 (2012-07-16); General Conditions - Services;
- (e) Annex A - Statement of Work;
- (f) Annex B - Standards and Crating Instructions for Packing, Crating and Loading;
- (g) Annex C - Basis of Payment - NCR;
- (h) Annex D - Sample - Call-up for Removal, Long-Term Storage and Freight Forwarding Services and Vehicle Marine Cargo Insurance;
- (i) Annex E - Sample - Performance Monitoring Survey;
- (j) Annex F - Certifications;
- (k) Annex H - Code of Conduct Certifications - Consent to a Criminal Record Verification
- (l) the Offeror's offer (Dated)_____.

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer. (See Annex "F" Certifications.)

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Offeror must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2035 (2012-07-16), General Conditions - Services, apply to and form part of the Contract.

The text under Subsection four (4) of Section Forty one (41) - Code of Conduct and Certifications - Contract of 2035 - General Conditions referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

In consideration of the Offeror satisfactorily completing all of its obligations under the Standing Offer, the Offeror will be paid firm unit prices in accordance to the Basis of Payment, in Canadian dollars, (see Annex C). These firm unit prices will apply for call-ups made during the period of the standing offer, including the option year period, if exercised.

The rates are inclusive of all fees and expenses for the period of the Standing Offer.

Goods and Services Tax (GST) or Harmonized Sales Tax (HST) are applicable in all instances except for packing and preparation of goods and vehicles to be shipped out of Canada.

Firm unit prices indicated for removal and storage services will remain in effect throughout the period of the Standing Offer, plus an option for a one (1) year extension from January 1st, 2015 to December 31st, 2015, should the extension year be exercised.

4.2 Method of Payment (see General Conditions - Services 2035, Item 16)

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically

in accordance with section 17.

2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Offeror within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Offeror within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

5. Invoicing Instructions

The Offeror must provide original copies of the invoice plus all supporting documents, along with an "Account Statement", providing a summary listing of all invoices submitted for payment. The data required on the "Account Statement" will be found on the "Call Up for Removal, Long-Term Storage and Freight Forwarding Services and Vehicle Marine Cargo Insurance", as per Annex "D", which will be filled out and provided to the Offeror by DFAIT. Invoices are to be presented for payment in Canadian dollars.

All offerors invoices for which a subcontractor has provided services must include the original subcontractor's invoice

The original copies of each invoice must be sent to:

Department of Foreign Affairs & International Trade
FSD Policy and Monitoring Division (AEF)
125 Sussex Drive
Ottawa, ON
K1A 0G2

The "Account Statement" must be in an Excel spreadsheet format and must contain the following information:

- | | | |
|----------------------------|---------------------------------|-------------|
| - Company's name | - Consignee Code | - Sub Total |
| - Account Statement Date | - Ship Date | - Tax |
| - Account Statement Number | - I.S. Org. and I.S. Ref. Codes | - Totals |
| - Page numbering | - Origin/Destination | |
| - Invoice # | - Weight | |
| - Call-up # | - Storage and Other charges | |

6. Insurance Requirements

The Offeror must comply with the insurance requirements specified in Annex G. The Offeror must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Contract.

The Offeror 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 Offeror's expense, and for its own benefit and protection.

The Offeror must forward to the Contracting Authority within ten (10) days after the date of issuance of the Standing Offer, 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 Offeror must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7. SACC Manual Clauses

7.1 Status and Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

8. Transition Period

The Offeror acknowledges that the nature of the services provided under a call-up requires continuity and that after Standing Offer expires, a transition period may be required at the end of the call-up period after Standing Offer expires.

The Offeror agrees that Canada may, at its discretion, extend the call-up by a time period as seems fit for the continuity of the LTS until its removal under the same conditions to ensure the required transition. The Offeror also agrees to maintain the insurance requirement for the period of the LTS until it is removed.

Individual call-up including all of its amendments must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

Offerors agree to maintain firm unit prices for storage services and delivery to residence throughout the period of the Standing Offer and after the expiration of the Standing Offer for the length of time (the period) of the LTS/call-up under the same terms and conditions of the Standing Offer including amendments.

The Offeror agrees that, during the extended period of the call-up, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Identified User will advise the Offeror of the extension by sending a written notice to the Offeror at least ten (10) calendar days before the call-up expiry date. The extension will be evidenced for administrative purposes only, through a call-up amendment.

9. R1110T GI23 (2011-05-16) Performance Evaluation

Offerors shall take note that the performance of the work during and upon completion of the services shall be evaluated by Canada. The evaluation include all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Offeror's performance be considered unsatisfactory, the Offeror may be declared ineligible for future contracts. Annex E - Performance Monitoring Survey, may be used to record the performance.

10. Limitation of Liability

In accordance with the Treasury Board Policy on Decision Making in Limiting Contractor Liability in Crown Procurement Contracts, effective September 1, 2003, this procurement falls under Model 1 and is

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08956-110350/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

1m004

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

08956-110350

File No. - N° du dossier

1m00408956-110350

CCC No./N° CCC - FMS No/ N° VME

considered to be low risk as these are commercial services commonly available in the marketplace and the contract will not create foreseeable or anticipated risk to the Crown. There is no commodity grouping for this requirement. The standard indemnification clause contained in General Conditions 2035 shall apply.

The basis for Offeror liability for items which are on their inventory, placed in long term storage, will be: the replacement cost value for the item at the time of the discovery of the loss or damage.

ANNEX "A"**STATEMENT OF WORK
REMOVAL AND LONG-TERM STORAGE SERVICES****1.1 General Requirement**

To manage and execute, on an "as and when requested" basis, the physical movement of the personal household effects (HHE) of federal government employees (herein referred to as the Employee) within the service area of the National Capital Region in particular. The services in support of the movement of HHE include the pre-move consultation, packing, loading, transportation, storage-in-transit (SIT), long term storage (LTS), unloading, unpacking, invoicing and claim settlement services.

1.2 Purpose

The purpose of this SOW is to provide the Department of Foreign Affairs and International Trade and other government departments with removal and long term storage services for household effects. This SOW defines the services that shall be provided by the Offeror regarding the movement of HHE.

1.3 Background

These services include preparation, packing, delivery and/or long-term storage of household effects from/to an employee's residence to/from storage facilities of the Offeror in the National Capital Region (NCR). This also includes making arrangements with the Freight Forwarders, who will in turn, pick-up/deliver the goods from/to the Offeror's storage facility for delivery and/or return from/to Canadian missions throughout the world.

The employees concerned are the employees from the Department of Foreign Affairs and International Trade and Other Government Departments who are being relocated from Canada to Canada's missions abroad and from Canada's missions abroad back to Canada, and bonded storage for employees who are assigned from one Mission to another Mission (cross -posting) under the terms of the Foreign Service Directives (FSD).

Payments in Canadian funds will be provided for these services. The Offeror will be held responsible for any demurrage, detention, storage costs or waiting time associated with the Freight Forwarders' equipment (chassis or container) being detained as a result of the Offeror's actions or inactions.

Offerors are required to use the best Conveyance in delivery/removal to/from employee's residence and to/from storage facility. There will be no shuttle services for this requirement.

The Project Authority shall have the right to request services from the supplier by way of a Call-Up which will constitute the contract in quantities which will be determined at the time of the Call-Up.

A detailed requirement of the Services is contained in this Statement of Work, and, the Standards and Instructions For Packing, Crating and Loading, Annex B.

1.4 Hazardous Materials

The Offeror hereby certifies that all Federal, Provincial, Municipal, International and State regulations governing the transportation packaging and crating of the materiel, including dangerous goods as defined by the International Air Transport Associations (IATA) and/or the International Maritime Organization, (IMO), (IMDG) code and adherence to any dangerous goods regulations, is or will be met and/or obtained before the commencement of any service.

1.5 Distribution of Anticipated Service Requirements

The requirements for the provision of HHE services will vary, therefore, the Offeror must understand that:

- a. This Standing Offer offers no guarantee of business volume.
- b. The Offeror shall perform all moves allocated regardless of origin, destination or weight. There is no right of refusal of business except for rush moves when the Offeror is notified of a move or change to the original DSR date 4 calendar days or less prior to the DSR date.
 - i. Moves out of LTS do not qualify as a rush move.
 - ii. In the event that the original DSR date of a rushed move is amended to exceed four (4) calendars days prior to DSR date, the move will no longer qualify as rush move
 - iii. The Offeror shall advise the Project Authority within two (2) business hours of notification that the rush move is refused
 - iv. Failure to perform a move, once allocated, will result in service failure and the associated liquidated damages for delivery shortfalls as detailed in Table - Service Shortfall and Liquidating Damages:
- c. The Offeror shall be awarded moves in accordance with their allotted share of business, which is accomplished through the use of proportional distribution.
- d. There are no Offeror exclusivity requirements in this Standing Offer.
- e. The timings of each move (winter/summer) will vary depending on requirements. In a typical year, approximately 85 to 90 per cent of the moves are executed between May and October.
- f. Every effort will be made to apprise the Offeror of any known significant changes in requirements

2.0 Definitions

ASD - Alternate Services Delivery

Call-Up - the document used to initiate contractual relocation process with Offerors and freight forwarders.

Contracting Authority - The person authorized to enter into a contract on behalf of Canada

Crated (Gross) Weight - weight of household effects crated for shipment and includes all packing material

Cross Docking - Process in which the household effects are transferred from the pallet to the transport vehicle of another firm. This process involves a dock where the merchandise is temporarily unloaded and reloaded. Cross docking fees are not applicable when loading HHE to another truck used for freight services to another mission.

DSR - Date Service Required

Employee - a member of DFAIT or other government department being relocated outside Canada or back to Canada or from Mission to Mission (for supplementary shipments) under the provisions of the Foreign Service Directives (FSDs).

Freight Forwarder - the entity designated by the Project Authority to be responsible for the shipment of the employee's household effects from warehouse to warehouse (or door to door wherever possible) between Canada and Canada's missions abroad.

FSD - Foreign Service Directives

LTS - Long Term Storage

MCO - Mission Consular Officer

National Capital Region (NCR) - For the purpose of this solicitation the NCR is defined as 150km radius from Ottawa downtown

Net Weight - weight of household effects prior to packing

OGD - Other Government Departments

Packed Weight - weight of household effects with packing material included

PMV - personal motor vehicles

Principal Residence - means a dwelling place which is recorded in the departmental or agency personnel file as the employee's permanent address and from where household effects are removed and to where household effects are delivered.

Project Authority - The person authorized on behalf of Canada to make call-up and take action, make decisions, and initiate action

PWGSC - Public Works and Government Services Canada

Service line - phone number, fax number, e-mail address

SACC - Standard Acquisition Clauses and Conditions

Storage In Transit (SIT) - Temporary storage of a shipment; it can occur at any time after pick-up at residence, or upon receipt of an incoming shipment and prior to delivery.

Subrogated - the process of financial recovery from the last carrier for their contractual released rate liability for damage or loss to household effects and/or vehicles.

3.0 Roles and Responsibilities

The Offeror is to provide to the Project Authority, upon the terms and conditions, the services listed at the price(s)/pricing basis set out in this Standing Offer, as and when the Project Authority may require such services.

3.1 Foreign Affairs and International Trade Canada or Other Government Department will:

- a) Prepare a call-up for each relocation;
- b) Have access at all times to the work performed by the Offeror and make inspections of the work as required;

-
- c) Have access to all books, accounts and other information in the Offeror's possession relating to the Statement of Work called for in the Standing Offer;
 - d) Be the focal point for the day to day operation of the Standing Offer;
 - e) Provide guidance to the Offeror with respect to the performance monitoring system to be employed with the Standing Offer;
 - f) Provide the Offeror with all relevant government documentation or website links, governing the shipment and storage of household effects including:
 - i. The website link for shipping instructions of household effects;
 - ii. Foreign Service Directive (FSD) 15 - Relocation; and
 - iii. A list of mission which are designated for all air shipments.
 - g) Request from the Project Authority authorization for additional costs and/or charges that are agreed to in writing, in advance, that are fair and reasonable for any special arrangements that may be required outside the Standing Offer
 - h) Track and monitor service failures and address any negative trends;

3.2 The Offeror will:

- a) Provide the following qualified key personnel:
 - i. **Project Director:** Who will be responsible to coordinate the implementation of the resulting Standing Offer and will be the main contact for the Project Authority throughout the term of this Standing Offer. The Project Director must be in a position to make decisions and respond to instructions from the Project Authority; and, will reside in the National Capital Region and be readily accessible during the peak period from May to October obtain approval from the Project Authority and the Standing Offer Authority for any changes to the personnel proposed by the Offeror to fulfill the requirements of any resulting Standing Offer
 - ii. **Estimators:** Who will be capable of preparing estimates of the weight of shipments and international moves involving the packing and preparation, storage and shipment of household effects and the shipment of private motor vehicles during the course of the Standing Offer;
 - iii. **A qualified official:** Who will supervise the packing and preparation of the Project Authority employees' household effects;
 - iv **Provide sufficient numbers of qualified personnel** at all levels to ensure the provision of services at all levels in a responsive and pro-active manner.
- b) Provide a service line: Provide dedicated telephone, e-mail and facsimile services at the Offeror's office to permit accessibility. Inquiries from employees, mission administration staff, headquarter staff, PWGSC and other service providers involved in the delivery of packing, warehousing and shipping services must be responded to within one business day;
- c) Ensure all services are provided in the official language of the employee's choice and as specified on the call-up

-
- d) Meet all current Canadian Government regulations regarding the treatment of wood for export, and be compliant with the requirement for all wood products to bear the ISMP 15 stamp, and that the stamp be visible for inspection. This applies to outgoing and subsequent shipments only;
- e) Coordinate HHE movement services and assist the employee, Project Authority and DFAIT between 0800 to 1600 hours Standard Eastern time, Monday to Friday, excluding officially recognized Federal Government holidays. Offerors are expected to be flexible in arranging service appointments with the employee outside the above hours, when necessary;
- f) The Offeror must seek pre-approval from the Project Authority for any services not covered by the Standing Offer including, but not exclusive to, requests for special equipment to service a move or part of a move, at origin and/or destination, such as requests for the use of specialized equipment, special handling;
- g) Accept to be held responsible for any demurrage, detention, storage costs or waiting time associated with the Freight Forwarders' equipment (chassis or container) being detained as a result of the Offeror's actions or inactions;
- h) Grant access at all times to the work performed and permit inspections of the work when the Standing Offer Authority or the Project Authority may deem necessary;
- i) Notify the Project Authority and the Standing Offer Authority of any change in warehouse location at least 60 calendar days in advance of any proposed change. The Project Authority and the Standing Offer Authority must approve relocation of facilities in advance;
- j) Invoice the Department of Foreign Affairs & International Trade - AEF, for services performed and carried out at the Project Authority's request at the firm unit prices set out in any resulting Standing Offer. Invoices must reflect the information provided on the call-up document
- k) Adhere to special requirements that may be specified by the Project Authority due to unforeseen circumstances with respect to particular destinations;
- l) Provide reports to the Standing Offer Authority and/or the Project Authority as defined in the Standing Offer. Provide also, with the presentation of the invoices, an "Account Statement", duly filled out, as per Invoicing Instructions;
- m) Unless specifically provided elsewhere in this document, it is understood that all costs related to briefing employees, estimating, packing, loading, unpacking, crating, delivery and storing household effects as well as all costs related to documentation, billing, reporting, and the administration of the service(s) provided are included in the firm unit prices set out in the Basis of Payment sheets;
- n) Maintain sufficient organizational flexibility to respond effectively to any changing activity levels;
- o) Have in place a robust quality assurance program to actively monitor contract compliance and measure the quality and effectiveness of all services being provided;
- p) Abide by all the terms and conditions of the resulting Standing Offer;
- q) Ensure all services are provided in the official language of the Employee's choice;
- r) Provide all printed material and copies of all documentation that he/she has signed in the official language of the Employee's choice;

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- s) Ensure all pre-move consultation, pre-packing/packing, loading, unloading, and unpacking services commence no earlier than 0900 hours and cease no later than 1800 hours from Monday to Friday, excluding weekends and statutory holidays. Delivery or unpacking on weekends or statutory holidays may be pre-authorized by the Employee only upon mutual agreement between the Employee and the Offeror, and as long as there is no extra cost to Canada;
- t) Not begin any service that cannot be completed by 1800 hours on the same day;
- u) Confirm, at least 24 hours prior to service delivery, the exact timing when the pre-packing, packing, loading, unloading and unpacking services will be rendered. The Offeror shall adhere to these agreed upon timings. The Offeror shall promptly notify the Employee of any delays in excess of one hour. The total delay shall not exceed 4 hours of the agreed timings;
- v) Notify the Employee immediately when a HHE shipment has incurred loss or damage from a major incident.

3.2.1 For Outgoing Relocations and Subsequent Shipments:

- a. Within two (2) business days of receiving the call-up document from the Project Authority requesting packing/crating or LTS services, the Offeror must confirm with the Project Authority whether the services requested can or cannot be completed within the scope of this agreement;
- b. Within three (3) business days of a receipt of a call-up document, arrange a pre-move consultation with the employee to discuss move arrangements and prepare an estimate. The pre-move consultation is normally the initial face-to-face contact between the Offeror and the Employee which sets in motion the process from the Employee's point of view. A well conducted pre-move consultation is a key aspect to ensuring a smooth and organized move. Issues recognized and addressed at the initial stage can prevent and reduce the number of problems that could arise during the move;
- i. The timing of the pre-move consultation at the employee's residence will normally be within 10 business days from the initial call to the employee. If the above time limit cannot be met, the Offeror shall request approval from the Project Authority to delay conducting the pre-move consultation provided an alternate date can be agreed upon with the employee;

The Offeror shall:

- i. inform the Project Authority of the date of the pre-move consultation to the Project Authority;
- ii. provide the pre-move information to the employee by email;
- iii. Following the pre-move consultation, if the Offeror determines that they are unable to carry out a complete and accurate pre-move consultation or anticipate challenges with the move, the Project Authority must be notified immediately to determine the appropriate course of action.

A reasonable effort must be made to accommodate the preferences of the employee with respect to the scheduling of these appointments. The Offeror must be aware of the employee's entitlements under FSD 15 relating to the removal of Household Effects.

- c. During the pre-move consultation, discuss move arrangements and prepare an estimate. Brief the employee with respect to:

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- i. the mode(s) of transport authorized for the destination as specified on the call-up,
 - ii. specify dates for the packing and removal of household effects. These date must coincide with the employee's travel days;
 - iii. request the arrival date at the Mission (in order to release the HHE for shipment in a timely manner
 - iv. confirm contact names and numbers in order to contact employee or employee's representative prior to employee's arrival at destination; procedures and considerations relating to estimating, preparing, packing, removal of the employee's household effects;
 - v. the maximum weight limit (entitlement) the employee is allowed to ship
 - vi. any additional information as requested by the Project Authority.

d. Conduct and prepare an estimate of the weight of the household effects to be shipped by air, by sea or freight truck to the destination, and of the weight of the household effects to be stored in Canada. The estimate is to be submitted in writing to the employee and to the Project Authority within three (3) business days of the performance of the estimate. The estimate is to show the net packed weight and gross crated weight for all shipments. Any changes to the composition of the shipment(s) desired by the employee shall be submitted in writing to the Offeror at least three working days prior to the packing date. The Offeror will amend the estimate and submit the amended estimates in writing to the employee and the Project Authority at least two working days prior to the packing date.

e. Ensure that the estimate is accurate. The final weight of the household effects to be shipped must be within 10% (ten percent) of the final written estimate(s). This final weight is to be confirmed in writing, on company letterhead via letter, fax or e-mail to the Project Authority. Any excess costs, including but not limited to air, sea or truck freight costs incurred as a result of a faulty estimate will be the responsibility of the Offeror;

Pack, in accordance with the specifications, the employee's household effects for shipment and for long-term storage. Only the possessions of the employee or the immediate family may be packed for shipment or LTS. Any requests for a deviation to this must be directed to the Project Authority. The Offeror will ask the employee for valuation of goods to be placed in long-term storage (LTS). A qualified official will supervise the packing and preparation of household effects. Packing services include the packing of all HHE, article and appliance preparation and certification, disassembly of furniture and other items, and crating when required by the Offeror.

Crating of goods will be done where specified and required or where, in the judgment of the Offeror, crating is consistent with good industry practice. The cost of all such crating must be reflected in the packing rate specified in the Basis of Payment sheets and the Project Authority will not authorize nor pay any surcharge for such crating. The Offeror must comply with instructions contained in the shipping instructions for household effects. Any deviation from the instructions must be authorized in advance by the Project Authority;

The Offeror shall:

- i. ensure the preparation and certification of articles and appliances for shipment, is completed without interfering with packing.
- ii. provide packing services in accordance with the standards described within this Standing Offer;
- iii. perform pre-pack services when appropriate to facilitate the overall move for the employee. The Offeror is not to pre-pack any items which would prevent the Employee from continuing to reside at the residence, or any items which the employee has identified as essential for day-to-day living.

- iv. schedule the pre-pack date and timings with the employee, preferably during the pre-move consultation;

g. Provide a clear and detailed packing list, preferably electronic, to the freight forwarder/truck freight (e.g.. box #X - kitchen articles; box#XX - linens, etc.). All items must be fully and properly labeled before leaving the residence;

h. Load household effects. Loading includes hoisting, lowering, rigging, the obtaining of parking permits if required.

The Offeror shall:

- i) not drop trailers off at the Employee's residence for loading.
- ii) properly protect the residence from inadvertent damage (Note: The Offeror shall be liable for all replacement/repair costs for damage caused by the Offeror to the residence);
- iii) use appropriate handling equipment when moving/loading HHE;
- iv) use all reasonable precautions to protect HHE from damage and loss while loading. This includes protecting HHE from the elements;
- v) place all packed firearms and other items which are subject to inspection in an accessible part of the conveyance to facilitate inspection by Customs personnel or other government officials;
- vi) place all HHE to be moved inside the conveyance. The drayage of any items outside the conveyance (e.g. on tailgate) is expressly prohibited;
- vii) provide the Employee with a copy of the inventory listing which is signed and dated by both the Offeror and the Employee;
- viii) remove all of their accumulated unused containers, packing materials, and other debris from the Employee's residence;

i. Determine the final net weight of all shipments. If the final net weight of any of the shipments exceeds the employee's entitlement, the Offeror is to inform the employee within three (3) business days after final packing day prior to releasing the shipment and offer the employee the opportunity to reduce the shipment. If the net weight is within 10% (ten percent) of the employee's entitlement for shipment abroad, the Offeror will offer the employee the opportunity to reduce the weight of the shipment(s) within three (3) business days of final packing day.

If the employee chooses not to reduce the shipment, the Offeror is to secure a written notice from the employee recognizing the employee's responsibility for any excess costs, including freight costs, as a result of the shipment exceeding the employee's entitlement. The Offeror will provide the Project Authority, in advance, with a copy of the notice including a statement of the excess weight. Should shipments be sent overweight, the Offeror will be responsible for all costs associated with same including freight costs and at the mission as well as any costs associated with the return shipment;

j. Notify the designated freight forwarder, including truck freight, in writing of the recommended container size, of the weight and volume of a particular shipment and agree on a date for pickup of the shipments by the freight forwarder/truck freight or its Offeror. The date for pickup of the sea/truck shipments and air shipments must be no later than three (3) business days after the date of removal of

the household effects from the residence of the employee, four (4) business days for shipments destined to designated all air missions.

The Offeror must bear full responsibility for replacement of household inventory which has been improperly packed/marked for shipment to destination in a manner which is contrary to the instructions received from the Project Authority including all transportation charges to and from the point at which the error has been identified. When cargo is released to the freight forwarder, if there are any errors/omissions/delays, attributable to the Offeror, in the release which will result in subsequent expenses related to the errors/omissions/delays, then these expenses will be the responsibility of the Offeror;

- k. Notify the Project Authority immediately if the Offeror believes a consolidation shipment is possible.
- l. Weigh shipments prior to crating and provide scale tickets with invoice;
- m. Follow-up and confirm, in writing, receipt date of requested containers from the freight forwarder;
- n. For shipment of PMVs overseas, block and brace personal motor vehicles and prepare them for placement into a container, obtain a copy of the registration and give same to the freight forwarder; ensure the motor vehicles are prepared for shipment in accordance with the dangerous goods regulations and provide, on a required basis, a dangerous goods declaration to the freight forwarder;
- o. Store the designated household effects, if authorized to do so by the Project Authority; the Offeror;
- p. Notify the Project Authority or OGD when household effects are added to and/or are removed from storage;
- q. Provide for supplementary or subsequent shipments at the firm unit prices provided in the Basis of Payment as requested;
- r. Obtain approval from the Project Authority and the Standing Offer Authority for any changes to the personnel proposed by the Offeror to fulfill the requirements of the resulting Standing Offer;
- s. Undertake all aspects of the removal process, except the actual transportation of goods, in an indoor, protected environment;

3.2.2 For Incoming Relocations and Subsequent Shipments:

- a) Incoming shipments must be weighed and scale tickets provided with invoices;
- b) Advise the Project Authority and the employee when shipments have arrived from the freight forwarder;
- c) Prepare the necessary customs documentation for the clearance of household effects and contact the employee when the documentation is ready;
- d) For automobiles, arrange for inspections and washing when required by CFIA. Proof of same required for payment at cost;
- e) Deliver shipments and unpack the household effects on arranged dates; if the unpacking service is used, a signed statement to this effect is required as substantiation for billing services;
- f) Deliver household effects from LTS to employee's residence;

- g) Notify the Project Authority, in writing, once goods have been removed from storage;
- h) Provide a claims package that includes instructions for the employee to submit a loss and damage claim as per the Project Authority instructions;
- i) Provide bonded storage for shipments returned to Canada when the employees are cross-posted;

3.2.3 For Long Term Storage (LTS):

- a) Accept that ownership of the LTS pallets, any wrapping, packing material and/or blankets, will, upon the placement of House Hold Effects (HHE) into same, change to the Government of Canada. Once the HHE have been removed from the pallet, wrapping, packing material and/or blankets, as a result of delivery out of LTS, the ownership of the pallet, wrapping, packing material and/or blankets, will then revert back to the moving firm.
- b) Missing or damaged items in long term storage - The basis for Offeror liability for items which are on their inventory of items placed in long-term storage will be: the Offeror's liability as per the bill of lading, not to be less than \$0.60 per pound.
- c) HHE is only stored in authorized warehouse facilities. Sufficient authorized warehouse space is available to meet the storage demands associated with this Standing Offer.
- d) Subrogation - The Offeror's responsibility for subrogation will be per terms and conditions on the bill of lading issued by the Offeror.

3.3 Public Works and Government Services Canada will:

- a) act as the Standing Offer Authority on behalf of the Project Authority;
- b) negotiate any revisions to the Standing Offer with the Offeror;

3.4 Service Failures

3.4.1 Any failures by the Offeror to meet the specific requirement as indicated in Part A - Standing Offer, Part B - Resulting Contract Clauses and List of annexes; herein is defined as failures.

3.4.2 The Standing Offeror or the Project Authority's course of action as a result of the an unsatisfactory report or complaints from the client depends on the severity of the service failure, and include:

- A) Service Shortfalls;
- B) Liquidating Damages
- C) Adverse Reports;
- D) Contract Review.

3.4.3 These courses of actions are:

- i) in addition to (any) the remedies provided to the Crown in the general terms and conditions and shall not limit any other rights and remedies of the Crown.
- ii) not intended to be, nor are they construed as, punitive and;

A - Service Shortfalls:

a) When service shortfalls occur the Offeror is not providing 100% of the standing offer contracted services, therefore, the Offeror shall pay back a percentage of the estimated cost of the move by cheque payable to the Receiver General of Canada which will be sent to: FSD Policy and Monitoring Division (AEF), 125 Sussex Drive, Ottawa ON, K1A 0G2.

b) The Project Authority would prefer to have the service failure corrected, rather than imposing liquidating damages and/or fines. As such, should there be a service shortfall occurrence and the opportunity exists that the Offeror is in a position to make correction to resolve the issue, then the Offeror may correct it. If the service shortfall is corrected no further action is required. If the service failure is not corrected, or is repeated, it shall be considered as an official entry on a report on the Offeror's file.

c) Service shortfalls that may justify reports on permanent file are listed in the Table and are classified as being minor or major. Major Shortfalls are noted with an (*)

d) The Offeror shall be charged 10% of the estimated cost of the charges applied for the move when the Project Authority has identified either:

- i) One (1) major shortfall; or
- ii) Two minor shortfalls
- iii) The shortfall applications are cumulative and based on a calendar year.

Each new year brings a fresh start on the offeror's file.

e) Service shortfalls are subject to imposition until the close of 90 calendar days after the delivery date. The Offeror will be notified electronically of each service identified and if monetary value is assessed, the amount will be showing in report.

f) The Offeror may forward any objection by registered mail or by electronic mail, along with all relevant documentations, to the Project Authority, no later than 30 calendar days after the date on the written report as sent by the Project Authority.

B - Liquidating Damages

a) The Offeror will be notified electronically through the Project Authority for each Liquidating Damage assessed. Liquidating Damage are subject to imposition until the close of 90 calendar days after the delivery date.

b) The Offeror may forward any objection by registered mail or by electronic mail, along with all relevant documentations, to the Project Authority, not later than 30 calendar days after the date on the written report as sent by the Project Authority

c) Notwithstanding the foregoing, nothing in this paragraph shall be interpreted as limiting the right and remedies with the Crown and/or the Minister may otherwise be entitled to under the contract. In the event that the amounts specified in the following table - Service Shortfall and Liquidating Damages are not sufficient to cover or address the real damages suffered by Canada, the Offeror shall be liable to pay any excess cost incurred by Canada or the Crown for any financial damages suffers by its client as a result of shortfalls or failures.

C - Adverse Reports

- a) An adverse report is the means by which:
- i) A client files a complaint regarding their particular move, which may or may not affect the level of service provided, or
 - ii) The Project Authority identifies an Offeror that is not adhering to contracts requirements in general, or is repeatedly committing the same service shortfall.
- b) An adverse report may result in liquidating damages or service shortfall report if sufficient facts are provided.

D - Contract Review

- a) The Standing Offer Authority, with the assistance of the Project Authority, reviews the Offeror's performance:
- i) when the overall performance is poor, which could be indicated by a high rate of service shortfalls in general, or
 - ii) when a performance in a specific area is poor, which could be identified by a high rate of one, or several, specific shortfalls; or
 - iii) when deemed warranted.
- b) Should the Standing Offer Authority identify an area(s) of poor performance that must be corrected, the Offeror will be sent a letter of warning. This letter will identify the problem(s) and may indicate a specific probationary period during which the Offeror shall be expected to show improved service.
- c) If the Offeror is unable, or seemingly unwilling, to correct the poor performance, and the Standing Offer Authority has taken every reasonable step to assist the offeror, the Standing offer Authority may restrict, suspend or terminated the Offeror's participation in the contract.

Table - Service Shortfall and Liquidating Damages

SO Part	Service Shortfall	Minor/Major Shortfall	Comments
3.4.3 a)	Failure to provide a: Project Director, Estimator and/or qualified official to supervise packing.	* Major	\$300/day for the Offeror's failure to provide the Project Authority with their Project Director.
3.4.3 b)	Failure to provide service lines.	Minor	Applied only if a complains is received
3.4.3 c)	Failure to provide bilingual services as requested	Major	\$500 per incident
3.4.3 d)	Failure to provide regulation to treatment for wood exports	Major	Liquidated Damages -The cost of re-crating/shipping HHE back and to final destination. Plus any supplemental cost to the employee and their family granted under the FSDs.
3.4.3 e)	Failure to seek pre-approval of special services/equipment to complete a move.	Minor	May result in charged item not being paid by the Project Authority.
3.4.3 f)	Failure to grant inspection upon request from the Standing Offer Authority or the Project Authority.	Major	\$1,000/day
3.4.3 g)	Failure to provide 60 days' notice for any warehouse location change.	Major	\$1,000/day
3.4.3 h)	Failure to provide reports including account statements	Minor	Report goes on Offeror's file
3.4.3.1 a)	Failure to provide first contact with the client within the first specified time	Major	\$200/day for not making effort to contact the client.
3.4.3.1. b)	Failure to inform the client and the Project Authority whether removal services can or cannot be performed within the specified time.	Major	\$500.00 if not informed within time frame.
3.4.3.1 c)	Failure to provide an estimate of the weight of shipment within the specified time HHE ship has been cleared.	Major	\$500.00 plus liable for extra charges as a result of overweight shipment.

3.4.3.1 d)	Failure to provide final weight	Major	\$500.00 plus liable for extra charges as a result of overweight shipment.
3.4.3.1. e)	Failure to advise the employee of an overweight shipment within the specified time	Major	\$500.00 plus liable for extra charges as a result of overweight shipment.
3.4.3.1 f)	Failure to provide notification of shipment specs and pre-carted weight	Minor	Report goes on Offeror's file
3.4.3.1 g)	Failure to grant the Standard Offer Authority or/and the Project Authority access to sites.	Major	Up to \$1,000/day for refusal to grant the Standing Offer Authority or the Project Authority access to warehouse or location of business for the purpose of inspections.
3.4.3.1 h)	Failure to provide various services as indicated	Minor	Report goes on Offeror's file
3.4.3.2. a)	Failure to provide customs document to client for clearing the incoming shipment,	Major	\$250 for not providing documents
3.4.3.2. b)	Failure to remove the packing material or to reassemble effects	Minor	\$250 for failure to remove packing material once unpacked and/or re-assembly of furniture
3.4.3.2 c)	Failure to complete the various services not specifically mentioned above and as outlined in the statement of work	Minor	Report goes on Offeror's file

ANNEX "B"**STANDARDS AND INSTRUCTIONS
FOR PACKING, CRATING AND LOADING****General:**

A) The household effects will be packed and crated in accordance with normal commercial standards but in no case less than the minimum standards mentioned below. All charges are to be included in the Basis of Payment sheets.

B) All boxes, cartons, crates and other loose items are to be properly stuffed into liftvans (with the exception of outsized crates).

Standards and Instructions:

A) Packing material:**1) Boxes:**

Wood or fibreboard boxes used as specified hereinafter shall be wood-cleated fibreboard, wood cleated plywood, nailed wood, corrugated fibre or solid fibre boxes. Boxes shall be new and free of any substances injurious to the articles being packed. Boxes may be made of lumber, plywood, or solid fibre and shall be well manufactured and free from imperfections which may affect their utility. Size and spacing of nails will be in accordance with the best commercial practices.

International ISPM 15 Wood packaging requirements must be met. This requires any wood packaging (e.g. pallets/skids/dunnage used for purposes of stabilizing freight, blocking and bracing of vehicles) to be in compliance with the international requirements.

Compliance with international wood packaging requirements (ISPM 15) is mandatory. Any cost incurred for non-compliance will be the responsibility of the Offeror. Goods can be returned to origin, if found not to be in compliance.

Canadian law requires that all non-manufactured wood imported to Canada be treated in accordance with IPPC regulations. The ISPM 15 stamp must be visible on all wood packing materials. A Phytosanitary Certificate or proof of professional processing of the wood products must also accompany the shipping documents. CFIA Website: <http://www.inspection.gc.ca/english/plaveg/for/cwpc/wdpcge.shtml>

2) Cartons:

New cartons of solid or corrugated fibreboard may be used for packing linens, books, bedding, mattresses, lamp shades, draperies or other articles. All cartons shall be adequate for the use intended, and must be dry, clean, and free from vermin, acid, paint, grease, and other substances injurious to the owner or his Offeror or to the article packed. After packing, cartons must be glued, stapled or sealed by taping lengthwise at the joint on top and bottom or adequately tied. The side-walls and ends of the corrugated or solid fibre cartons shall be of minimum average bursting strength of 275 pounds per square inch. With the exception of mattress cartons, the inside dimension of the carton, length, width, and depth totalled, shall not exceed 75 inches with a weight limitation of 65 pounds. Egg crates, orange crates, beer cartons, and similar type boxes will not be used. At the carrier's discretion, to ensure protection and safe transportation of the articles, boxes may be used in lieu of cartons.

3) Barrels, China Cartons, Drums, or Specially Designed Fibre Containers:

China cartons, barrels, drums, or specially designed fibre containers (for use in lieu of barrels, drums) are to be used for packing glassware, chinaware, bric-a-brac, table lamp bases, and other fragile articles. All such containers must be new, clean, in sound condition and free of all substances which might be injurious to the owner or his Offeror or to the material packed therein. Fibre drums will not contain more than 120 pounds and shall have a side wall bursting strength per square inch of a minimum average of 400 pounds. Corrugated containers may be used in lieu of a barrel or drum type container for packing. The side walls and ends of the container shall be of minimum bursting strength of 275 pounds for single wall containers or 200 pounds for double wall or similar construction. No more than 120 pounds of material shall be packed therein.

4) Filler Material:

Good quality unprinted newsprint, "Kimpak", fibreboard or Kraft paper shall be used as filler for general packing. Filler material shall be clean, dry and free from vermin or any substances injurious to the articles to be packed. Straw will not be used as a packing material.

5) Padding:

New or good quality used shredded paper pads, or other equally suitable material, shall be used when required.

6) Paper Wrapping:

All wrapping paper used shall be new, clean, Kraft type of not less than 30 pounds weight except as otherwise provided herein.

7) Paper - Waxed or Treated:

All waxed paper used shall be manila, wax or equivalent of not less than 30 pounds weight. Treated paper may be used if of "Butcher" paper type, free from creases and folds.

B) Packing methods:**1) General:**

a) All packing shall be performed in a manner requiring the least cube measurement, producing packages that will withstand normal movement without damage to contents and at a minimum of weight. Further, the number and weight of containers will not be greater than necessary to accomplish efficient movement.

b) All finished surfaces shall be protected to prevent scratching or marring.

c) Care shall be exercised to prevent loss or damage of household effects in process of loading, and the carrier shall properly and amply protect household effects in its' possession by proper protective measures and by not piling effects in a manner likely to cause damage.

d) At the discretion of the Offeror, any packing performed by the employee may be repackaged by the Offeror. Failure to do so shall not relieve the Offeror of liability for owner packed items.

e) Packing shall not be commenced before 0900 hours or continued after 1800 hours without mutual agreement between the employee and the Offeror.

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- f) The use of damp, wet or unclean packing materials is prohibited.
- g) All china cartons, barrels, drums, or specially designed fibre containers shall be securely fastened and marked to indicate the upright position.
- h) Linen, towels, bedding, draperies, small pictures, mirrors and other items of this type shall be packed carefully into cartons which shall be properly sealed at residence. These items shall not be left in drawers.
- i) Clothing articles which are stored in the home on hangers shall be hung in wardrobes. In such wardrobes, no loose items shall be placed in the bottom with the exception of umbrellas and canes which may be wrapped and secured within such a wardrobe case. Vertical or horizontal wardrobes may be used.
- j) Boxes, cartons and crates shall be marked to indicate the room location and contents.

2) Books:

Books shall be placed in stacks and/or rows in cartons and protected so as to prevent damage to any binding, covers and leaves. Clean unprinted newsprint or corrugated fibreboard shall be inserted between rows, or stacks, to prevent chafing.

3) Chinaware, Glassware, Crockery, Lamps, Clocks, Jardinieres, Statuary, Vases and Bric-a-brac:

Each china carton, barrel, drum or specially designed fibre container shall be padded in the bottom with sufficient excelsior, unprinted newsprint, or other adequate cushion material. Items shall be wrapped separately, except groups of flat items, properly divided, may be wrapped in bundles properly cushioned. The heaviest items shall be placed in the bottom, the lightest items on top. Barrels, fibre drums, and other containers shall be packed as compactly as possible. Padding shall be pressed gently but firmly around each item and as many pieces as possible put in the container without risk of damage. Any surface or edge of an article that is fragile must be protected by cushioning. Stemware shall be packed in containers bottom side up, and bundles of flatware shall be packed in containers on edge. Small bric-a-brac, after being wrapped must be appropriately and conspicuously marked in order to readily identify the wrapped item from wads of paper filler.

4) Electrical Equipment, Fans, Heaters, Portable Stoves, Sun lamps and Like Items:

To protect the items for safe transportation or SIT they shall be completely wrapped in paper or unprinted newsprint, and packed in a carton with enough padding to provide separation necessary to prevent contact of one article with another to eliminate movement of any article in the container. The item shall be properly wrapped or padded for protection.

5) Electronics:

All electronic equipment must be packed in original packaging if possible.

6) Kitchenware:

All kitchenware, flat irons, electrical irons, etc., shall be packed and padded into cartons. The heavier items shall be kept to the bottom of the container and lighter items to the top of the container.

7) Mirrors, Pictures, Paintings, Glass Table Tops and Stone Table Tops:

Mirrors shall be wrapped and packed in a crate, or a mirror carton which is specially designed and used by the moving industry for that purpose. The Offeror shall determine whether a crate or mirror carton is required based on the size and construction of the mirror and consistent with normal commercial standards. No more than four furniture mirrors will be packed in any one crate and each mirror shall be individually bracketed. Specifications for packing mirrors are applicable to glass table tops, large glass faced pictures, and all other glass articles of this type and paintings. Paintings without benefit of glass protection are to be packed in such a manner that contact with any material which could damage the surface of the painting must be avoided. Stone table tops shall be packed separately.

8) Lamp Shades:

Items easily crushed, shall be wrapped and placed in cartons marked "FRAGILE" and shall be insulated from the carton walls and from other items. All lamp shades shall be wrapped individually with clean paper and placed in cartons marked "FRAGILE" and cushioned to prevent shifting or damage.

9) Firearms:

a) Firearms excluding most rifles and shotguns, air pistols, gas pistols and starting pistols are considered RESTRICTED weapons and will not be packed, delivered or otherwise handled by the Offeror. The employee is responsible for these items.

b) UNRESTRICTED weapons such as most rifles and shotguns, air pistols, gas pistols and starting pistols are to be wrapped in paper and packed in a carton or cartons so as to prevent damage to the firearms or to other articles. Such weapons may be shipped with other household effects.

10) Bicycles:

Bicycles must be packed in suitably designed cartons of normal commercial pattern or they may be crated. Cartons and crates must be constructed and fabricated in a configuration which will permit containerization of the bicycle without removal of the front or rear wheels. Additionally, for shipments other than local moves, the handle bars shall be loosened, lowered, turned at right angle to their usual position, swung downward and re-tightened. Wheels or mechanisms on multi-speed bicycles shall not be removed or disassembled from the frame. Pedals shall be removed and secured on edge forward of the seat post or above back fender. Before placement into the carton/crate protective wrapping and padding shall be applied where necessary to prevent damage. After placement within the carton/crate adequate interior packaging will be placed in void areas to prevent shifting or movement during transit. The bicycle shall be placed upright and shall be sealed with a suitable tape and strapped girth wise at one third the distance from each end. The word "UP" with an arrow pointing to the top of the carton will be stencilled in black letters a minimum of 2 inches high on each side. Crates shall be similarly marked.

11) Motorcycles, Mopeds, Scooters, etc.:

Where possible and practical, motorcycles, etc., will be delivered to the Offeror's warehouse where they will be prepared (crated) for sea container shipment. Crates are to be so designed to allow for inspection of the fuel tanks when necessary. Batteries are to be disconnected and cable ends taped and remain secured to the vehicle. Head, tail and signal lights shall be taped. Windshields, saddlebags, etc., are to be removed and packed separately or may be crated with the main crate so long as the minimum cubic measurement of the main crate is maintained.

12) Grandfather Clocks:

The weights and pendulum will be removed and packed separately. All glass must be taped to reinforce it. No tape must be applied directly to wood surfaces. The clock cabinet will be wrapped with wrapping and Kraft paper or equivalent, then wrapped again with corrugated cardboard. The whole clock will then be fitted into a prepared wooden crate or a covering made of honeycombed cardboard will be fabricated. Specifically designed containers/crates provided by the owner are acceptable. The mechanical preparation and certification is the responsibility of the employee.

13) Wine/Spirits/Liquids:

Wine, spirits and/or liquids will be packed in boxes shipped such that the bottles are in a vertical position standing on their bases. Each bottle will be separated from the next by a cardboard divider. With respect to insurance, the Offeror is not responsible for damage to and/or by wine, spirit and/or liquids during shipment. The Offeror is responsible for packing wine, spirits and/or liquids according to international standards for household effects. Unsealed or partly sealed bottles of wine, spirits and/or liquids will not be accepted for shipment.

14) Mattresses:

Mattresses with inner springs and those containing foam rubber, or mattresses consigned to storage, must be placed in cartons at the residence and protected from the elements when loading. All cartons used shall have a minimum average bursting strength per square inch of 275 pounds. Mattresses without internal springs and those not containing foam rubber must be placed in cartons, bags, or similar containers at the residence and protected from the elements when loading. Paper bags, if used, the packing standard will be 5 mm for international shipment and 3 mm for domestic. All containers must be new. Mattresses that are part of upholstered furniture need not be placed in cartons.

15) Carpets, Rugs, Mats and Underlay:

Carpets, rugs and mats in excess of 6 ft by 6 ft shall be rolled separately in a rigid solid tight roll and tied or taped at approximately two to three foot intervals and are to be stored on warehouse wall racks. Tape, when used, shall not be applied to the rug or underlay. At the Offeror's discretion, underlay shall be either rolled and tied separately or rolled together with the rug and separated from the rug by 60-pound Kraft paper. Where an underlay is in such deteriorated condition that it cannot be rolled, the condition shall be clearly identified on the inventory. Rugs and carpets shall not be folded. Responsibility rests with the Offeror for having the carpets inspected for moth activity and having any such activity treated by an authorized Offeror.

16) Ladders:

All ladders for LTS are to be identified via a tag which is tied securely to the ladder with a piece of wire, i.e. not with a glue tag.

C) Loading/Stuffing Liftvans and Sea Containers:

1) Liftvans of suitable commercial design and meeting the following general specifications shall be used for loading/stuffing household effects:

a) Sea shipment:

All sea shipments shall be moved in standard steel sea containers. Depending on instructions provided in the THE PROJECT AUTHORITY specification BSI-HE, sea shipments will either be loose-loaded into the

steel sea containers, or be loaded into wooden sea liftvans that will be loaded into steel sea containers. The following sea container and liftvan specifications apply:

i. **LOOSE LOADED SEA CONTAINER:**

A sea container, of standard dimensions and free of defects, into which packed household effects are loose loaded, with bracing and bulkhead construction where required.

ii. **SEA LIFTVAN:**

Sea liftvans shall be constructed entirely from new wood only, and have the following characteristics:

- Skid: constructed of 3/4" plywood and supported on 9 blocks of 4" X 4".
- Ends, sides and top constructed of 3/8" plywood or better.
- Framing: ends, sides and top framed with strips 1" X 4" or better.
- Waterproofing: complete interior waterproofing, exterior waterproofing of the roof and caulking of all joints.
- Strapping: metal strapping at least 19 mm in width with at least 2 vertical bands and 1 horizontal band.
- the interior must be free from splinters, snags, etc. and be clean and free from residue and odors.

b) Air Shipment:

Depending on instructions provided by the Project Authority, air shipments will either be loaded into standard IATA air containers, or into specially constructed air lift vans. The following specifications apply:

i. **IATA STANDARD AIR CONTAINERS (CO8, CO7 or other):**

Where IATA standard air containers are used they shall be prepared as follows:

- Skid: A wooden skid of 3/8" or better plywood is to be attached securely to the cardboard base of the container and provided with blocks or equivalent to facilitate handling by forklifts.
- Waterproofing: CO8, CO7 or other standard waterproofing bags with any gaps securely taped shut.
- Strapping: metal strapping at least 19 mm in width with at least 2 vertical bands and 1 horizontal band and cardboard or plastic guards placed under the straps.
- The interior must be free from splinters, snags, etc. and be clean and free from residue and odors.

ii. **AIR LIFTVAN:**

Where the risk of pilferage or rough handling makes IATA standard containers impractical, air shipments shall be placed in wooden lift vans having the following characteristics:

- Skid: constructed of 3/4" plywood and supported on 9 blocks 4" in height.

-
- Ends, sides and top constructed of 3/8" plywood or better.
 - Framing: ends, sides and top framed with strips 1" X 4" or better.
 - Waterproofing: complete interior waterproofing, exterior waterproofing of the roof and caulking of all joints.
 - Strapping: metal strapping at least 19 mm in width with at least 2 vertical bands and 1 horizontal band.
 - The interior must be free from splinters, snags, etc. and be clean and free from residue and odors.
- 2) Stuffing of liftvans must conform to same packing axiom as used for cartons, boxes, etc., that is, heavy on the bottom light on top concept is to prevail.
 - 3) Extra heavy items such as upright pianos must be raised and blocked to relieve any strain on the casters and braced with 4 x 4 lumber using cleats nailed through the plywood sheathing or compression points to prevent abrasion of finished surfaces.
 - 4) Less dense articles such as chairs, small electrical appliances, packed cartons or small furniture articles shall be used in the middle layer and light weight articles on the top layers. All space must be filled or top bracing shall be installed in a partially filled liftvan. Empty cartons do not suffice as bracing. Bracing must be placed in such a manner (vertically, horizontally or both) and held down by cleats so as to prevent the movement of articles/boxes, etc., within the liftvan. Cushioning material must be used to fill gaps so shifting of articles, boxes, etc., is not possible.
 - 5) Liftvans must be stuffed tight and dunnaged/braced where necessary to prevent any movement. Special attention must be paid in preparing, padding and stuffing furniture pieces and to the corners, edges of other articles in order to prevent rubbing or chafing to furniture pieces.
 - 6) Liftvans once stuffed must be strapped with steel straps at least 19 mm in width. One band shall be placed vertically at each end of each side encircling the top, sides and bottom and one band placed horizontally encircling the ends and sides. One end is to be lag bolted to allow for ease of entry at destination and for Canada Customs inspection.
 - 7) All items stuffed in liftvans must be tagged in numerical sequence and annotated on the inventory.
 - 8) All items that are oversized and unable to fit into a liftvan are to be properly protected through special packing or crating and properly blocked and braced in the sea container.
 - 9) All liftvans in sea containers are to be properly blocked and braced to prevent movement within the container.
 - 10) Loading shall include removing from the owner's premises all empty containers, packing materials, and other debris incident to packing and loading.
 - 11) All outsized goods that do not fit in liftvans to be moved shall be carried inside a truck. The carriage of any items outside the van (e.g., on tailgate) is expressly prohibited.
 - 12) The Offeror shall exercise skill and judgment in utilizing proper handling equipment for loading household effects and shall properly protect the residence during the loading operation. The carrier shall be liable for actual property damage replacement/repair costs.

13) The Offeror shall use all reasonable precautions to protect all goods from damage by weather while they are being moved from the residence into liftvans.

D) Servicing Articles/Appliances:

1) It shall be the responsibility of the Offeror to advise the employee in writing which articles or appliances of a mechanical or electrical nature require servicing and/or certification of being in working order prior to shipment.

2) The Offeror must notify, in writing, the employee of consequences of storing for a long period some appliances. The notice must be in writing and signed by the employee. The Offeror must retain a signed copy of this notice from the employee.

3) The list of articles or appliances includes, but is not limited to: clocks, pianos, stereo equipment, computers, TVs, household appliances, power tools, radios, microwave ovens and electric ovens.

4) The Offeror shall be responsible for the full repair or replacement costs of items where no notice was given, and where there is no apparent damage and where the damage is not attributed to inherent vice, gradual deterioration or wear and tear.

E) Limitation:

1) Non-admissible Items:

The Offeror is not to pack and transport the following non-admissible items:

(a) items which by law or tariff restriction may not be moved with household effects, for example, fuel, explosives, ammunition, corrosives, flammable liquids, aerosols, home brew, cooking oil;

(b) goods requiring climatically controlled conditions;

(c) building materials, patio stones, cement blocks, outdoor barbecues (brick, cement or stone) exceeding 100 lbs and hobby material including rocks forming part of lapidary hobby exceeding 500 lbs. (Only one package, box, crate, carton of building material up to 100 lbs is authorized for shipment. Hobby material up to 500 lbs is authorized for shipment.);

(d) boats (except where sufficient space is available in the container authorized for shipment of the employee's household effects, including the employee's PMV or motorcycle where this has been authorized for containerized shipment with household effects); (Note: Refer to Guidelines)

(e) aircraft and parts of aircraft including aircraft, gliders, ultra-lights, micro-lights, and associated parts

(f) trailers;

(g) livestock;

(h) portable buildings (except when dismantled and accepted by the mover on a straight-weight basis);

(i) farm or construction equipment or machinery, fences, portable buildings (except metal sheds up to 12' x 12' x 8'). Item must be completely knocked down by the employee if required by the Offeror;

j) dangerous materials, such as flammable and combustible liquids, compressed gases, corrosive materials, explosive, flammable solids, magnetized material, oxidizing material, poison, radioactive

materials, noxious or irritating substances, shall not be packed or included with F&E. The following are examples of prohibited articles: strike anywhere matches, cigarette lighters, lighter fluid, shaving lotions, nail polish and remover, metal aerosol cans (except personal toiletries), lithium batteries and wet cell, spillable batteries, propane tanks and SCUBA diving tanks (SCUBA tanks may be accepted provided the employee empties the tanks, removes the pressure valve located at the neck of the tank and installs a dust cap), ;

xi) items restricted by Agriculture Canada or other government agencies.

NOTE: The employee is responsible prior to shipment for the draining of internal combustion engine fuel tanks, e.g., lawnmowers and for the draining of water beds. The employee is responsible for ensuring the gas tank of the automobile reads as empty and the Offeror must confirm same by completing a dangerous goods declaration for the shipment of automobiles. It is recommended that the Offeror verify with freight forwarders on current standards for the prohibition of certain items being shipped and notify the Project Authority as to any updates.

2) Non-Admissible Services:

- a) cleaning;
- b) connecting and disconnecting appliances;
- c) conversion of appliances;
- d) dismantling and reassembling swing sets, garden, patio furniture and other outdoor apparatus including boats, watercraft, metal sheds up to 12' x 12' x 8', draining and filling waterbeds;
- e) draining and filling internal combustion engine fuel tanks;
- f) extra pickup and delivery;
- g) fumigation;
- h) moth proofing;
- i) removing or installing valance boxes, curtain rods, wall hooks or pictures, clocks, etc.;
- j) taking up or putting down wall to wall carpets, hall runners, etc., and;
- k) if the Offeror is requested to move or store at public expense any non-admissible item, he is responsible for reporting the matter immediately to the Project Authority. Failure to do so may result in the Project Authority requiring reimbursement for any expenses arising from the moving or storing of items declared to be non-admissible.

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1m004

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08956-110350

File No. - N° du dossier

1m00408956-110350

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ANNEX "C"

Basis of Payment

National Capital Region - NCR

(MS-Excel Documents attached)

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ANNEX "D"

**Sample call up for removal, long term storage and freight forwarding
services and vehicle marine cargo insurance**

(See attachment)

ANNEX "E"**Sample performance monitoring survey**

EMPLOYEE NAME: _____

MISSION: _____

- The moving company kept the appointments made to evaluate the move - Y/N
- The packing was done on the scheduled dates - Y/N
- The packing was completed within the estimated time provided by the moving company representative - Y/N
- The moving company lived up to my expectations - Y/N
- I would recommend this moving company to other employees - Y/N
- The Offerors arrived at the appointed time - Y/N
- Overall, I am satisfied with the way the relocation went - Y/N
- I received services in the official language of my choice - Y/N
- The moving company unpacked my effects - Y/N
- The moving company picked up the waste materials - Y/N
- I submitted a claim for loss or damage to my effects - Y/N
- Other Comments:

ANNEX "F"**CERTIFICATIONS****F-1 Canadian Content**

This procurement is limited to Canadian services.

The Offeror certifies that:

() the service offered is a Canadian service.

Signature of Authorized Company Official

Date

F-2 Legal Entity and Corporate Name

Please provide a statement whether the offeror is a sole proprietorship, partnership or corporate entity, indicating the laws under which the partnership or corporate entity was registered or formed, together with the registered or corporate name. Also provide a statement identifying the country where the controlling interest/ownership (name if applicable of your organization is located).

Any resultant Standing Offer may be executed under the following corporate full legal name and at the following place of business;

F-3 Federal Offerors Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some offerors 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 the issuance of a standing offer. If the Offeror is subject to the FCP-EE, evidence of its commitment must be provided before the issuance of a standing offer.

Offerors who have been declared ineligible offerors by Human Resources and Social 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. Offerors may be declared ineligible offerors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any offer from ineligible offerors will be declared non-responsive.

2. If the Offeror 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-EE, the Offeror 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 form can be found on the following Service Canada Website:

<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.

3. The Offeror certifies its status with the FCP-EE, as follows:

The Offeror

- (a) ☐ is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b) ☐ is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ☐ is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not offer on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ☐ is subject to FCP-EE, and has a valid certificate number as follows: _____ (e.g. has not been declared ineligible offeror by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Website: <http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

Signature of Authorized Company Official

Date

F-4 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience.

The Offeror must advise the Standing Offer 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 Offeror: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the

Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Signature of Authorized Company Official

Date

F-5 Hazardous Materials

The Offeror hereby certifies that all Federal, Provincial, Municipal, International and State regulations governing the transportation packaging and crating of the materiel, including dangerous goods as defined by the International Air Transport Associations (IATA) and/or the International Maritime Organization, (IMO), (IMDG) code and adherence to any dangerous goods regulations, is or will be met and/or obtained before the commencement of any service.

Signature of Authorized Company Official

Date

F-6 Former Public Servant Certification

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

"former public servant" means a 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 and includes:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made up of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a 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 Public Service.

"pension" means a pension payable pursuant to the Public Service Superannuation Act, R.S., 1985, c. P-36 as indexed pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24.

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Offeror must provide the following information:

- (a) name of the former public servant;

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fee 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 an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

Full Name of Authorized Company Official

Signature of Authorized Company Official

Date

ANNEX "G"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Offeror 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 Offeror'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 Offeror.

(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 Offeror and/or arising out of operations that have been completed by the Offeror.

(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 endeavor 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 Offerors' Protective Liability: Covers the damages that the Offeror becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Offeror resulting from the use of hired or non-owned vehicles

(n) All Risks Tenants Legal Liability - to protect the Offeror for liabilities arising out of its occupancy of

leased premises.

(o) 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 acknowledgment 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 Offeror'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 Offeror'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.

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ANNEX "H"

Code of Conduct Certifications - Consent to a Criminal Record Verification

(See attachment)