



REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to : **Statistics Canada**
Propositions aux: **Statistique Canada**

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

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

Date of Solicitation – Date de l’invitation: November 8, 2013 / 8 novembre 2013	
Address inquiries to – Adresser toute demande de renseignements à: Macs-bids@statcan.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone (613) 951-9798	Facsimile No. N° de télécopieur (613) 951-2073
Destination MACS BID – RECEIVING Statistics Canada Distribution Centre ATTN: Marie-Lyne Carr Room 0702, Main Building Tunney’s Pasture Driveway Ottawa, Ontario K1A 0T6 Macs-bids@statcan.gc.ca	

Instructions :
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quotes are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B., including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Instructions:
Les taxes municipales ne s’appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d’accise et doivent être F.A.B., y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Solicitation No – N° de l’invitation : 1920-0002917
Solicitation closes – L’invitation prend fin At – à : 14:00 ESDT On – le : December 23, 2013 / 23 decembre 2013
Update – Mise à jour :

Delivery required – Livraison exigée January 1, 2014 / 1 janvier 2014	Delivery offered – Livraison proposé
Vendor Name and Address – Raison sociale et adresse du fournisseur Facsimile No – N° de télécopieur : Telephone No – N° de téléphone :	
Signature	Date

Name and title of person authorized to sign on behalf of vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d’impression).
Name – Nom :
Title – Titre :



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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, and the Task Authorization Form

2. Summary

Statistics Canada has a need to transport and place two sets of mobile clinics between different cities across Canada over a 2-year period, with one option period of 2 years. Over this 2 year period between January 2014 and December 2015 there will be at least 17 hauls originating from and destined for various cities in the provinces of British Columbia, Alberta, Saskatchewan, Ontario, Quebec, Nova Scotia, and New-Brunswick. Statistics Canada seeks a company to provide tractors, drivers and logistical support including scheduling of each haul, training, selection of best and least costly route, annual inspections and repairs arranging, secure storage between collection sites, diesel fuel supply for the holding tanks to power the diesel generators and heating systems, and a national network of transportation specialists to accomplish the objective.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).



3. Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

In the complete text content (except section 08 and 20): *delete* "Public Works and Government Services Canada" and *insert* "Statistics Canada". *Delete* "PWGSC" and *insert* "StatCan".

Subsection 5.2 of Standard Instructions - Goods or Services - Competitive Requirements 2003 is amended as follows:

- (i) Delete: (d) send its bid only to Public Works and Government services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation
- (ii) Insert: (d) send its bid only to Statistics Canada Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred and twenty (120) days

2. Submission of Bids

Bids must be submitted only to Statistics Canada Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

Definitions

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



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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (2 hard copies)

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

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

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

See Attachment 3.1 to Part 3



1.2 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.



**Attachment 3.1 to Part 3
Pricing Schedule**

The Bidder must complete this pricing schedule and include it in its financial bid. At a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all-inclusive rate (in CAD \$) for each of the categories of services identified.

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred by the Contractor to satisfy the terms of any resulting contract:

1. All travel and living expenses for work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice website:
2. Any travel expenses for travel between the Contractor's place of business and the NCR; and
3. Any travel and living expenses for the relocation of resources.

PERIOD AND SERVICES	Column A Firm all-inclusive rate for services (In CAD \$)	Column B Level of services per year (Estimated)	Total (In CAD \$) (A x B)	Extended Price
Initial Contract Period				
Trailer Hauling from origin to destination Rate per mile per trailer	\$ / mile	32970		
Minimum Haul	\$ / haul	2		
Total Initial Contract Period			\$	\$
Optional Contract Period				
Trailer Hauling from origin to destination Rate per mile per trailer	\$ / mile	32970		
Minimum Haul	\$ / haul	2		
Total Optional Contract Period			\$	\$
Training Session				
Training Session for the Statistics Canada Advance Arrangements team Rate for 1-day (8 hours) training session with one drive and 1 tractor in Ottawa	\$	1		
Total Training Session			\$	\$
Total Evaluated Price (GST/HST excluded) (sum of: Total Initial Contract Period + Total Optional Contract Period + and Total Training Session)				\$

Note: The rate per mile indicated here is a charge for transportation only and does not apply to dead miles.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

See Attachment 4.1 to Part 4.

2. Basis of Selection

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



**Attachment 4.1 to Part 4
Evaluation Criteria**

Proposals will be evaluated as follows:

- Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words “must” or “mandatory”. Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

A. MANDATORY CRITERIA (pass or fail)

The Mandatory Requirements listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Requirements will be deemed non-responsive and given no further consideration.

Proposals MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance.

Note to Bidders: Please indicate for each criterion the number of the page in your proposal that contains the requested information.

Bidder	Description of Mandatory Technical Criteria and Bid Preparation Instructions	Proposal Page Number (to be completed by bidder)
MC1	<p>The bidder must provide the names of two (2) individuals (one who will be the Account Manager and the second name as the backup) who will be the single point of contact to work with the CHMS advance arrangements team.</p> <p>The name appearing first will be considered the Account Manager if not otherwise specified by the bidder).</p> <p>At a minimum the bidder must provide the following information for each person;</p> <ol style="list-style-type: none"> 1. Name; 2. Title; 3. Telephone number; and 4. Email address. 	
MC2	<p>The bidder must demonstrate that the company has cargo insurance in an amount of NOT LESS THAN \$1,000,000.00. At a minimum the bidder must provide a letter from the firm’s insurance agency confirming the amount of insurance coverage.</p>	



PART 5 - CERTIFICATIONS

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

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

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

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Required with the Bid

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

See Attachment 5.1 to Part 5



**Attachment 5.1 to Part 5
Certifications**

Notes to Bidders: The following certification requirements apply to this Request for Proposal (RFP). Bidders are required to complete these certifications by filling in the appropriate spaces, signing as applicable, and including the certification with their proposal at bid closing.

1. Former Public Servant (FPS) 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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



If so, the Bidder must provide the following information:

- (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 fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

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

Signature of Authorized Company Official

Date



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Insurance Requirements

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

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



PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

1.2 Task Authorization

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

1.2.1 Task Authorization Process

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

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form specified in Annex "D".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within (five) 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority or Contracting Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$5,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,



"*Maximum Contract Value*" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"*Minimum Contract Value*" means 2%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

2. Standard Clauses and Conditions

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

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2015 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional two (2) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marie-Lyne Carr
Senior Contracting Advisor
Statistics Canada
150 Tunney's Pasture Driveway
Telephone: 613-951-9798
Facsimile: 613-951-2073
E-mail Address: marie-lyne.carr@statcan.gc.ca

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

5.2 Project Authority / Logistics Manager

The Project Authority / Logistics Manager for the Contract is: (TBD at Contract Award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

5.3 Advance Arrangements Officer

The Advance Arrangement Officer for the Contract is: (TBD at Contract Award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____



5.4 Contractor's Representative / Account Manager (TBD at Contract Award)

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the basis of payment, in Annex "B", as specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ **(TBD at Contract Award)** . Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

7.4 Discretionary Audit

1. The following are subject to government audit before or after payment is made:
 - a. The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
 - b. The accuracy of the Contractor's time recording system.
 - c. The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the



appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).

- d. Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

8. Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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



11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2013-06-27), Higher Complexity – Services;
- (c) Annex “A”, Statement of Work;
- (d) Annex “B”, Basis of Payment;
- (e) Annex “C”, Insurance Requirements
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____, as clarified on _____ " **or** ", as amended on _____"

12. Foreign Nationals (Canadian Contractor) (TBD at Contract Award)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

12. Foreign Nationals (Foreign Contractor) (TBD at Contract Award)

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

13. Insurance Requirements

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

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

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



ANNEX "A" STATEMENT OF WORK

SW.1.0 TITLE

Transportation Services for Two Mobile Clinics.

SW.2.0 BACKGROUND

Statistics Canada's Canadian Health Measures Survey (CHMS) is a survey that conducts physical measurements, and collects blood and urine samples for analysis from respondents. This survey is collected using 53 foot trailers that when connected forms into a mobile clinic. Each mobile clinic consists of 3 trailers; there are a total of 6 trailers making 2 mobile clinics.

Each mobile clinic consists of three independent, modified 16.2 meter (53 ft) Manac / Great Dane trailer vans. The exterior modifications are windows, undercarriage compartments, generators, front air conditioning units, and water holding tanks; the interior modifications are several rooms, electrical, plumbing, cabinetry, and interior furnishings. Each trailer contains equipment and/or machines which will be stowed and secured by the survey, but that are sensitive to movement. The GVWR of each trailer is less than 30,845 kg (68,000 lbs). No biological samples or biological hazards will be transported.

The value of each trailer (from the manufacturer) is \$375,000 CDN; this includes the trailer, upgrades, walls, built-in cabinetry, sub-systems (generators, HVAC), plumbing, etc.

SW.3.0 OBJECTIVES

Statistics Canada has a need to transport and place two sets of mobile clinics between different cities across Canada over a 2-year period. Over this 2 year period between January 2014 and December 2015, there will be at least 17 hauls originating from and destined for various cities in the provinces of British Columbia, Alberta, Saskatchewan, Ontario, Quebec, Nova Scotia, and New-Brunswick. Statistics Canada seeks a company to provide tractors, drivers and logistical support including scheduling of each haul, training, selection of best and least costly route, annual inspections and repairs arranging, secure storage between collection sites, diesel fuel supply for the holding tanks to power the diesel generators and heating systems, and a national network of transportation specialists to accomplish the objective.

SW.4.0 PROJECT REQUIREMENTS

SW.4.1 Scope

- 4.1 The trailers will be met at the site by a Statistics Canada's Advance Arrangements Officer who will indicate how and where the trailers need to be placed; the cell phone number of this advance arrangements officer will be provided to the account manager.
- 4.2 The trailers will be locked during transport;
- 4.3 Due to hauler negligence only, the hauler will be responsible for damage to the exterior of the trailers, and any interior or equipment damage caused from damage to the exterior; the hauler will not be responsible for the contents of the trailers unless directly caused by damage to the exterior due to hauler negligence.
- 4.4 All delays in accordance of the pick-up or delivery schedule are to be communicated immediately; delays of more than twelve (12) hours, need to be



reported 48 hours in advance; if delays of twelve (12) hours or more are not communicated, any charges arising from per diem and hotel charges for up to two Statistics Canada staff may be billed to the Contractor.

- 4.5 Upon delivery at the specified location, the driver is to write up a delivery note to be signed by the Statistics Canada's Advance Arrangements Officer for claims and billing.
- 4.6 Statistics Canada may require access to the trailers while in the hauler's possession.

In addition to anticipated requirements, Statistics Canada has the need of additional services on "an as and when required" basis. These services include:

- Trailer repositioning / shunting services within a collection site;
- Hauling of individual trailers to and from services within Canada or the United States;
- Diesel fuel service while trailers are on route and / or while the trailers are on site;

There is also a need for the Statistics Canada Advance Arrangements team to practice in the correct positioning of the 3 trailers; this will require a 1-day (8 hours) session with one driver and one tractor in practicing the placement of the trailers to take place in January 2014.

SW.4.2 Constraints

- 4.2.1 The three trailers in each mobile clinic must be picked up and dropped off at pre-defined dates and times, within 2 hours of each other, preferably together; dates and times will be announced 3 weeks prior to hauling.
- 4.2.2 Pick-up and delivery times are to be during daylight hours.
- 4.2.3 To form a mobile clinic, the trailers must be placed in a specific method; the trailers need to be parked in a specific order, parallel side-by side, 94 cm (37") of each other, tolerance of 5.08 cm (2"), as a floating pedestrian walkway will be formed between the trailers to form the mobile clinic.
- 4.2.4 All collection site hauls must remain in Canada for the complete haul. Only specific hauls, requested by the client, may travel to the United States.
- 4.2.5 The drivers are to stay with the trailers at all times or situate the trailers on a secure/safe lot prior to delivery on the specified day.

SW.4.3 Mandatory Requirements

- 4.3.1 The hauler must be able to service all the listed locations; sub-contracting is permitted, but must be identified.
- 4.3.2 Full air-ride equipped transport is required. The trailers are equipped with air-ride suspension, so the tractors must also be air-ride equipped.
- 4.3.3 The drivers must have access to a direct communication method (i.e., cell phone, CB, etc.), and must be in communication with the account manager.



SW.4.4 Hauling Origins and Destination

There are a minimum of 17 hauls during the survey; the exact physical location within each destination city will not be determined until 3 weeks in advance of the haul (earlier if available).

The set of three trailers (one mobile clinic) will remain parked at the destination city for approximately ten (10) weeks.

The two mobile clinics move independently and on different schedules. The tentative schedules for both sets of trailers (mobile clinics) are as follows:

MEC1

Depart	Destination
ON, Brockville	AB, Edmonton
AB, Edmonton	NS, Argyle
NS, Argyle	QC, Saint-Hyacinthe
QC, Saint-Hyacinthe	NB, Fredericton
NB, Fredericton	QC, Montréal West
QC, Montréal West	ON, Thunder Bay
ON, Thunder Bay	SK, Regina
SK, Regina	ON, Ottawa

MEC2

Depart	Destination
ON, Hamilton	ON, Toronto West
ON, Toronto West	QC, Saguenay
QC, Saguenay	BC, Kelowna
BC, Kelowna	QC, Laval West
QC, Laval West	BC, Terrace and Kitimat
ON, Kitchener-Waterloo	ON, Toronto North
ON, Toronto North	ON, Ottawa

Notes:

- The pairing of the origins and destinations is subject to change.

SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor’s Obligations

- 6.1 An Account Manager must be assigned to the project's account; the account manager will be the primary contact person for Statistics Canada for all matters related to the trailer transportation.
- 6.2 The Account Manager must know where the trailers are, whether it is the approximate location or in transit.
- 6.3 Statistics Canada needs the name, address, telephone and fax numbers, and e-mail address of the account manager upon the awarding of the contract; the account manager may change during the contract.



- 6.4 If a trailer fails while in the hauler's possession, the hauler must obtain an estimate of the cost to make the necessary repairs to the mechanical, safety systems or tires to complete the haul. If the estimated repair costs are less than \$4,000 (before taxes), the hauler may authorize the necessary repairs immediately. The hauler account manager must notify the Statistics Canada Logistics Manager of the repairs completed. If the estimated repair costs exceed \$4,000 (before taxes), the hauler account manager must contact Statistics Canada in order to get an approval before any repair can be performed. Upon presentation of receipts, repair costs plus 10% will be reimbursed. In addition, reasonable and proper accommodation and meal expenses incurred by the drivers will be reimbursed, at cost, without any allowance for overhead or profit, in accordance with the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>).
- 6.5 The contractor must, when requested, provide fuel service either while on route / or while on site. On route fuel service is the preferred method as access to the diesel fuel tanks while on site is limited and restricted; on site fuel delivery will be used only if additional fuel is required during a site. Diesel fuel will be reimbursed at price per litre, plus 10% administrative charge. Diesel fuel charges must have an attached receipt from the fuel station initialed by the driver.

SW.5.3 Estimated Period

The estimated period of the contract is from January 1, 2014 to December 31, 2015

The option period of the contract is from January 1, 2016 to December 31, 2016.

SW.5.4 Language of Work

Drivers of the sets of trailers must be able to communicate with each other, and with the Statistics Canada's Advance Arrangements Officer.

Statistics Canada's Advance Arrangements Officers are able to communicate in both of Canada's official languages (French and English).

SW.5.6 Special Requirements

Any hauls requested to the United States will be arranged between the supplier and Statistics Canada using the Statistics Canada's Customs Broker.

SW.5.7 Insurance Requirements

The hauler must have cargo insurance in an amount of NOT LESS THAN \$1,000,000.

SW.5.9 Environmental considerations

All projects should be delivered in an environmentally responsible manner, to the fullest extent possible. Clients and suppliers will be encouraged to transmit work requests electronically.

All non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Project or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.



The supplier will be encouraged to provide proofs for client review and approval either on-screen or by e-mail, CD, DVD or zip file, wherever possible. Should printed material be required, double-sided format will be the default unless otherwise specified by the client.

SW.6.0 APPLICABLE DOCUMENTS AND GLOSSARY

SW.6.1 Relevant Terms, Acronyms and Glossaries

Cycle

One complete survey collection period lasting several years comprised of many sites. This contract is for Cycle 4 from January 2014 to December 2015, with the option for a second cycle from January 2016 to December 2017. Cycles will comprise of approximately the same number of destinations.

Trailer set or mobile clinic

One mobile clinic (comprised of 3 trailers); a trailer set requires 3 tractors with drivers to haul the set from one location to another with pick-up and delivery on specific days and times. A mobile clinic is created when three parked 53' trailers are placed side-by-side with a walkway connecting between the trailers; these trailers will be used to conduct the Canadian Health Measures Survey. The haulers will be required to park the trailers in a specific way, and may require up to 2 hours per trailer to accomplish this task.

Account Manager

The individual in the contractors employ who is responsible for handling all issues related to the successful transportation of the two sets of trailers; this person is responsible for billing, complaints, scheduling, changes to dates and origins/destinations, and logistics of hauling the CHMS trailers.

Hauler

Hauler can refer to either the company and/or the driver of the tractor.

Collection site

A collection site is the physical location where the individual trailers are planned to be established as a mobile clinic.

Collection site haul

A collection site haul is a scheduled haul of 3 trailers, normally from the same collection site. The destination will typically be the same address for all 3 trailers at the next collection site. This haul can additionally include within its scope: storage, stop-over for annual inspection and repairs. Upon delivery, the hauler will be required to park the hauled trailer in the mobile clinic pattern.

Minimum Hauls

A collection site haul of less than 200 miles per trailer from collection to collection site.

Relocation/Shunting service

The additional unplanned service of pinning and repositioning the trailers while at a collection site (but outside of the collection site haul). This service is expected to be less than 15 miles of hauling per trailer, yet up to 2 hours of haulers time per trailer. This service is requested in the extraordinary situation where the trailers have shifted after a successful delivery due to site situations, improper leveling by owner, or accident while in owner's care.

Mileage calculation

All mileage shall be calculated using <http://www.uvl.ca>

Fuel Surcharge



The baseline fuel price is set to \$1.317 per litre of diesel; the Canadian simple average for January 2013 to October 2013, as per MJ Ervin & Associates price indicator. For every \$0.04 increase (or increment thereof) in the average monthly price of fuel, (see MJ Ervin & Associates price indicator) the Offeror will implement a 1% fuel surcharge percentage (%). The fuel surcharge is to be expressed as a % (percentage) of the total transportation cost and shown as a separate line item on the firm's invoice.



**ANNEX "B"
BASIS OF PAYMENT**

Prices for services listed below are all inclusive and will remain in effect throughout the period of the Contract. Unit prices must be firm and in Canadian Dollars.

Level of Services	Firm all-inclusive rate
Initial Contract Period: Contract Award to December 31, 2015	
Trailer Hauling from origin to destination Rate per mile per trailer	\$ / mile
Trailer Hauling from origin to destination Minimum Haul	\$ / haul
Optional Contract Period: January 1, 2016 to December 31, 2017	
Trailer Hauling from origin to destination Rate per mile per trailer	\$ / mile
Trailer Hauling from origin to destination Minimum Haul	\$ / haul

Note: The rate per mile indicated here is a charge for transportation only and does not apply to dead miles.

Level of services	Firm, All-inclusive Per Diem Rate
Training Session for the Statistics Canada Advance Arrangements team	\$
Rate for 1-day (8 hours) training session with one drive and 1 tractor in Ottawa	

Based on an estimated combined mileage of 32970 miles and minimum hauls.

Total Fees (not to exceed) \$ _____ (TBD at Contract Award)

Fuel Surcharge

The baseline fuel price is set to \$1.317 per litre of diesel; the Canadian simple average for January 2013 to October 2013, as per MJ Ervin & Associates price indicator. For every \$0.04 increase (or increment thereof) in the average monthly price of fuel, (see MJ Ervin & Associates price indicator) the Offeror will implement a 1% fuel surcharge percentage (%). The fuel surcharge is to be expressed as a % (percentage) of the total transportation cost and shown as a separate line item on the firm's invoice.

Fuel Service

Diesel fuel for the trailers will be reimbursed, with no allowance for profit, at price per litre, plus 10% administrative charge.

Trailer repairs

If a trailer fails while in the hauler's possession, the hauler must obtain an estimate of the cost to make the necessary repairs to the mechanical, safety systems or tires to complete the haul. If the



estimated repair costs are less than \$4000 (before taxes), the hauler may authorize the necessary repairs immediately. The hauler account manager must notify the Statistics Canada Logistic Manager of the repairs completed. If the estimated repair costs exceed \$4000 (before taxes), the hauler account manager must contact Statistics Canada in order to get an approval before any repair can be performed. Upon presentation of receipts, repair costs plus 10% will be reimbursed. In addition, reasonable and proper accommodation and meal expenses incurred by the drivers will be reimbursed, at cost, without any allowance for overhead or profit, in accordance with the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?sid=98&lang=eng>).



ANNEX "C" INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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



For the province of Quebec, send to:

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

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

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

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$750,000.00 per shipment. Government Property must be insured on "*Replacement Cost (new) basis*."
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:



- a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
- b. Loss Payee: Canada as its interest appears or as it may direct.
- c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Statistics Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



ANNEX "D"
TASK AUTHORIZATION FORM

TASK AUTHORIZATION				
Contractor:		Contract Number: _____		
Contractor PBN:				
Commitment Number: _____		Financial Coding: _____		
Task Number: _____		Date: _____		
TA Request (For completion by Project Authority)				
<p>1. Description of Work to be Performed</p> <p style="text-align: center;">Statement of Work</p> <p style="text-align: center;">Description of any Deliverable(s) required (including the required format and media)</p> <p>Any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract will be described here.</p>				
2. PERIOD OF SERVICES	Pickup Date:	_____	Delivery Date:	_____
3. Pick up Location				
4. Delivery Location				
5. Task Proposal (insert rows as required) Check []:	Estimated Cost [] <input type="checkbox"/>	Fixed Price <input type="checkbox"/> []	\$ _____	

TA Proposal			
6. Estimated Cost Contract			
Category of Services	Firm All Inclusive Rate	Level of Service	Total cost



Services estimated cost			Total
			HST
			Grand Total

Travel & Living	Estimated Cost	
		HST
		Total Travel & Living Cost
Grand Total for Labour and Travel		

TA Approval		
7. Signing Authorities		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the Identified User	Statistics Canada	Date
8. Basis of Payment & Invoicing		
<p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed invoices for services rendered, subject to full acceptance by the Project Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>		