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PART 1 - GENERAL INFORMATION

1. Introduction

ANNUAL REFRESH - 2014-2015 RELEASE

This Request for Supply Arrangement ("RFSA") is A "REFRESH OPTION" to give present qualified suppliers holding a Supply Arrangement an opportunity to resubmit their ceiling rates for the upcoming fiscal year (2014-2015). It also provides an opportunity for present qualified suppliers to become qualified in vehicle and labour categories for services for which they are not already qualified. The present qualified supplier holding a Supply Arrangement or any other interested supplier can add cities where they can provide the services.

For those suppliers who are presently qualified and hold a Supply Arrangement, extensions will be addressed through "Part 6 - Supply Arrangement and Resulting Clauses", under "A - Supply Arrangement", para. "7 - On-going Opportunity for Qualification/Annual Refresh", **where details are shown concerning procedures to follow with respect to this Annual Refresh RFSA.**

It is also an opportunity for any other interested suppliers to submit bids to become qualified suppliers under a Supply Arrangement and to be authorized as a Supplier to provide services on an "as and when requested" basis for any work related to scheduled, dedicated transportation and related services which will mainly consist of scheduled, dedicated mail/freight distribution runs and related services as described in this RFSA.

The Request for Supply Arrangements (RFSA) is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Supplier Instructions;
- (iii) Part 3, Arrangement Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:
6A, Supply Arrangement,
6B, Bid Solicitation,
6C, Resulting Contract Clauses; and,
the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSA and states that the Supplier agrees to be bound by the clauses and conditions contained in all parts of the RFSA;

Part 3: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Supply Arrangement (SA) with the applicable clauses and conditions;

Part 6B: includes the instructions for the bid solicitation process within the scope of the SA;

Part 6C: includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, the Basis of Payment, the Certifications, Security Requirements Checklist (*if applicable*) and Model Bid Solicitation Form and Resulting Contract Clauses.

2. Summary

2.1 A Supply Arrangement (SA) is a method of supply where the client, under the framework of the Arrangement, may solicit bids from a pool of prescreened suppliers. A SA is not a contract and neither party is legally bound as a result of the signing of this document alone. The intent of the SA is to establish a framework to permit the expeditious processing of legally binding contracts for goods or services. SAs include a minimum set of terms and conditions which would apply to each contract and they are issued by Public Works and Government Services Canada (PWGSC).

2.2 This Request for Supply Arrangement ("RFSA") is an opportunity for any interested suppliers to submit an arrangement in order to become a qualified supplier and to be authorized to provide services on an "as and when requested" basis for any work related to scheduled, dedicated transportation and related services which will mainly consist of scheduled dedicated mail/freight distribution runs and related services, intra and/or inter buildings, located in the National Capital Region and/or major city centers in Canada.

The origin and destination of the deliveries will normally be between Federal Government offices, but may not be limited to only those offices. Deliveries will be within city limits and/or contiguous areas of the city; some exceptions may apply.

It is the intent of PWGSC to issue multiple SAs for the provision of scheduled dedicated transportation and related services.

The following dedicated driver/vehicle categories are requested:

- A) . Dedicated Driver(s) with car(s);
- B) . Dedicated Driver(s) with ½ ton(s);
- C) . Dedicated Driver(s) with station wagon(s);
- D) . Dedicated Driver(s) with mini van(s);
- E) . Dedicated Driver(s) with cargo van (s);
- F) . Dedicated Driver(s) with cube van(s);
- G) . Dedicated Driver(s) with 1 ton(s);
- H) . Dedicated Driver(s) with 3 ton(s);
- I) . Dedicated Driver(s) with 5 ton(s).

***As well as additional labourer and equipment(s).

***NOTE: The scope of the supply arrangement and resulting contracts are not to be used as a means to hire temporary help. Additional labour are to be used in conjunction with scheduled, dedicated transportation service runs.

2.3 Identified Users will be able to issue bid solicitations and award contracts to qualified suppliers under the SA for the provision of scheduled, dedicated transportation and related services on an "as and when requested basis".

2.4 This requirement is subject to the Agreement on Internal Trade.

2.5 Period of the Supply Arrangement

The period of the SA will be from April 01, 2014 to March 31, 2015.

Contracts awarded under the bid solicitation stage may extend past the SA expiry date or any extension thereof.

2.6 Comprehensive Land Claims Agreement (CLCAs)

Solicitations issued under the SAs can be used for delivery requirements to locations either inside or outside Comprehensive Land Claims Settlement Areas (CLCSAs).

Notification of the procurement will be issued to the appropriate land claimant group(s) by the Supply Arrangement Authority. For the procurement of goods, services or construction destined for locations covered by land claim agreements, the Supply Arrangement Authority will fax a copy of the Notice of Proposed Procurement (NPP) to all land claimant groups listed under each of the applicable agreements, on the date of posting on the Government Electronic Tendering Service (GETS).

CLCAs contain specific government contracting obligations which apply when contracting for the provision of goods, services or construction in areas subject to CLCAs. For any solicitation against the Supply Arrangement that may result in deliveries of goods and/or services within a CLCSA, whenever practical and consistent with sound procurement management, additional socio-economic evaluation criteria will be included in the bid solicitation stage of the requirement to address any CLCAs contractual obligations.

There may also exist some restrictions related to access to Aboriginally-owned lands. Before contracts are issued, the Identified User must review the access provisions of any applicable CLCA(s) and liaise with the appropriate contact within INAC's Implementation Branch for guidance.

This procurement is set aside from the North American Free Trade Agreement (NAFTA) under Annex 1001.2b, Article 1.(d); and World Trade Organization - Agreement on Government Procurement (WTO-AGP) under Appendix 1, article 1.(d).

3. Security Requirement

The security requirement (if applicable) will only be known at the bid solicitation stage and will be identified by Canada.

For additional information on security requirements, suppliers should consult the "Security Requirements for PWGSC Bid Solicitation - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

4. Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T.

PART 2 - SUPPLIER INSTRUCTIONS

1.0 General Instructions

1.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2008-12-12) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 4.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

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

1.1 SACC Manual Clauses

1.1.1 Disclosure of Pricing

The Supplier agrees to the disclosure of its prices provided under the Supply Arrangement by Canada, and further agrees that it will have no right to claim against Canada, the client, their employees, agents or servants in relation to such disclosure.

1.1.2 Rates - Services

Suppliers must submit ceiling rates for any categories of resources listed in Annex "B". **Suppliers are to use the spreadsheet provided and not any other.**

1.1.3 Price Support

The Supplier 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.

1.1.4 Financial Capability Requirement:

1.1.4.1 The Supplier must have the financial capability to undertake this requirement. To determine the Supplier's financial capability, the Supply Arrangement Authority may, by written notice to the Supplier, require the submission of some or all of the financial information detailed below during the evaluation of arrangements. The Supplier must provide the following information to the Supply Arrangement Authority within fifteen (15) working days of the request or as specified by the Supply Arrangement Authority in the notice:

- (a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Supplier's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Supplier's last three fiscal years, or for the years that the Supplier 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 is more than three months before the date of the request for information by the Supply Arrangement Authority in (a) above, the Supplier must also provide interim financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Supply Arrangement Authority requests this information.
- (c) If the Supplier has not been in business for at least one full fiscal year, the following must be provided:
 - (i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - (ii) interim financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before to the date on which the Supply Arrangement Authority requests this information.
- (d) A certification from the Chief Financial Officer or an authorized signing officer of the Supplier that the financial information provided is complete and accurate.
- (e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Supplier outlining the total of lines of credit granted to the Supplier and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Supply Arrangement Authority requests this information.
- (f) A detailed monthly Cash Flow Statement, covering all the Supplier's activities (including the requirement) for the first two years of the requirement that is the subject of the Request for Supply Arrangements (RFSA). This statement must detail the Supplier's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Supplier's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the RFSA. This statement must detail the Supplier's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly

basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

1.1.4.2 If the Supplier is a joint venture, the financial information required by the Supply Arrangement Authority must be provided by each member of the joint venture.

1.1.4.3 If the Supplier is a subsidiary of another company, then any financial information required by the Supply Arrangement Authority in 1.1.4.1 (a) to (f) must be provided by each level of parent company, to and including the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Supplier and the financial capability of a parent cannot be substituted for the financial capability of the Supplier itself, unless a duly executed Parental Guarantee is provided with the required information.

1.1.4.4 Other Information: Canada reserves the right to request from the Supplier any other information that Canada requires to conduct a complete financial capability assessment of the Supplier.

1.1.4.5 Confidentiality: Should the Supplier provide 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).

1.1.4.6 Security: In determining the Supplier's financial capability to undertake this requirement, Canada may consider any security the Supplier is capable of providing, at the Supplier's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

2. Submission of Arrangements

Arrangements 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 Supply Arrangements.

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile or by electronic mail to PWGSC will not be accepted.

3. Enquiries - Request for Supply Arrangements

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

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

4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (2 hard copies)

Section II: Financial Arrangement (1 hard copy and 1 soft copy on CD in MS-Excel format)

Section III: Certifications (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 arrangement only. No prices must be indicated in any other section of the arrangement.

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch or 8.5 X 14 paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

Section I: Technical Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with Annex "B", Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable. Suppliers are to use the spreadsheet provided and not any other.

Section III: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Compliance with the following Mandatory Criteria 1.1.1(a) to 1.1.1(e) will be taken into consideration in each arrangement. Arrangements failing to meet all the Mandatory Criteria will

be considered non-responsive. Only arrangements which meet the Mandatory Criteria will be further evaluated.

Note: Additional mandatory technical criteria may be requested at the bid solicitation stage.

1.1.1 (a) Corporate Profile

The Supplier must provide its full legal name in its Arrangement.

In the case of a joint venture arrangement, the Supplier 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 RFSA is made by a joint venture, the Supplier 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 Contractor's obligations under any Contract awarded to the Supplier pursuant a SA issued as a result of this RFSA;
- 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 contract 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.

1.1.1 (b) Number of years in business doing scheduled, dedicated transportation and related services

- i) The Supplier must have been in business doing scheduled, dedicated transportation and related services for a minimum of three (3) years within the last seven (7) years. The Supplier must demonstrate in its arrangement that it meets the minimum number of years required.
- ii) In the case of a joint venture, all firms included in the joint venture must meet the minimum of five (5) years requirement. Canada reserves the right to request proof of any information provided by the Supplier. If the information cannot be validated, the Supplier's Arrangement will be considered non-responsive.

1.1.1 (c) Quality Control System

The Supplier must have a quality control system in place to provide timely delivery. This must be demonstrated by providing information on:

- . Its quality control system from initial identification to completion of requirements and fulfillment of customer expectations;

Its quality organizational structure and division of responsibilities, documented policies procedures, processes and resources for implementing and managing the quality process; and its corrective action process.

1.1.1 (d) Supplier/Corporate relevant Projects and references

The Supplier must have performed within the past five (5) years a minimum of three (3) projects relevant to the work undertaken by scheduled, dedicated transportation and related services, which are related to dedicated driver/vehicle categories listed in this RFSA.

Each project must include the following:

- Project Description
- Start and End Date
- Deliverables
- Type of expertise required
- Contract Value (\$)
- Client Reference (name and telephone number)

1.1.1 (e) Terms and conditions/Statement of Work

By submitting an arrangement, the supplier 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.

1.2 Financial Evaluation

Suppliers are required to provide ceiling per diem rates, see Basis of Payment, Annex "B" for the Arrangement, covering the period from April 01, 2014 to March 31, 2015. Per diem is defined as a working day of 7.5 hours, exclusive of meal breaks. The requested ceiling per diem rates provides for one driver with vehicle; and are to be all inclusive, in Canadian dollars; GST/HST and fuel surcharge extra. Fuel surcharge will be addressed in the bid solicitation stage and resulting contract if there is pressure on fuel prices in the marketplace.

Suppliers may submit ceiling per diem rates, for any dedicated driver/vehicle and cities they wish to bid on and/or add any dedicated driver/vehicle categories or cities.

Suppliers must submit a ceiling per diem rate for at least one city, and one dedicated driver/vehicle category in order to be responsive. Suppliers must also provide ceiling per diem rate for additional labourer and equipment. Should additional labourer and equipment be offered at no charge to Canada, the supplier must indicate "no charge" under the appropriate section. If the additional labourer or equipment's are not available, the supplier must indicate "not available" under the appropriate section. (See Annex B - Basis of Payment)

Overtime: All proposed personnel must be available to provide services outside normal office hours during the duration of any contract. Overtime may be paid under exceptional circumstances, provided the Identified User gives pre-approval in writing and it is in accordance with Federal and Provincial regulations.

2. Basis of Selection

- 2.1** An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria and financial evaluation criteria to be declared responsive.

All responsive suppliers will be issued a Supply Arrangement (SA) and will become a qualified supplier under the Supply Arrangement. The ceiling per diem rates listed under the SA represent the maximum per diem rates that the qualified supplier will be allowed to propose for any bid solicitation under the SA. Qualified suppliers may submit firm rates lower than their ceiling per diem rate during the bid solicitation stage. Suppliers, upon request by the Identified User, will only be allowed to quote on requirements for dedicated driver/vehicle (including additional labourer and equipment) categories and cities for which they have qualified.

The period for awarding contracts under the Supply Arrangement is from April 01, 2014 to March 31, 2015.

Contracts awarded under the bid solicitation stage may extend past the SA expiry date or any extension thereof.

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Issuance of a Supply Arrangement

The certifications in **Annex "C"** should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A" .

2. Security Requirement

This document does not contain a security requirement. Security requirements will be addressed in the bid solicitation stage, if necessary.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2020 (2008-12-12) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

4. Term of Supply Arrangement

4.1 Period of the Supply Arrangement

The period of the SA will be from April 1st, 2014 to March 31, 2015.

Contracts awarded under the bid solicitation stage may extend past the SA expiry date or any extension thereof.

5. Authorities

5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Kevin Jiang
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Traffic Management Directorate
Place du Portage, Phase III, 7B3
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: (819) 956-3857
Facsimile: (819) 956-7500
E-mail address: kevin.jiang@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

5.2 Supplier's Representative

Name: _____

Title: _____

Name of company: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

6. Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

7. On-going Opportunity for Qualification/Annual Refresh

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new suppliers to submit an arrangement in order to become qualified and to be issued a SA.

An existing qualified supplier of a SA will not be required to submit a new arrangement but will have to submit their ceiling per diem rates for the upcoming year; in which case, the supplier has to confirm in writing by RFSA bid closing that it wishes to remain a qualified supplier of a SA and that its current ceiling per diem rates will apply for the next upcoming year. Or, if it so wishes, the existing qualified supplier can submit new ceiling per diem rates with its confirmation. If written confirmation on the ceiling per diem rate for the upcoming year is not received by the RFSA bid closing, the existing qualified supplier will be immediately removed from the qualified suppliers list of SAs and its SA will be canceled.

Annual Refresh will also permit existing qualified suppliers to submit ceiling rates for the upcoming year for any new vehicle and/or new cities for which they have not submitted ceiling per diem rates in their original arrangement.

8. 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 the Supply Arrangement;
- (b) the general conditions 2020 (2008-12-12), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Certifications;

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- (f) Annex "D", Security Requirements Checklist (*if applicable*);
(g) Annex "E", Model Bid Solicitation Form and Resulting Contract Clauses;
(h) the Supplier's arrangement dated _____ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on _____" or "as amended _____"*). (*Insert date(s) of clarification(s) or amendment(s), if applicable*)

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA.. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

(See Annex "C", Certifications.)

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

11. Insurance requirement

At the bid solicitation stage the Supplier will be required to have Commercial General Liability Insurance, Automobile Liability Insurance and All Risk in Transit Insurance; see Model Bid Solicitation Form and Resulting Contract Clauses - Annex "E-6".

12. Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of services to the federal government under contracts resulting from the Supply Arrangement.

The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Supply Arrangement Authority. The reports must be completed in electronic Excel format and sent to the Supply Arrangement Authority no later than 10 calendar days after the end of the quarterly period.

Quarterly periods are defined as follows:

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

These reports are to contain the following information:

1. The client information (department name, contact, and phone number);
2. The contract number;
3. The contract value per year;
4. The contract period (start and end date);
5. The aggregate value of all contracts allocated to date;

-
6. The region(s)/city(ies) where the work is being conducted.
 7. The period for which the data has been accumulated (start date to end date).

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 services are provided during a given period, the Supplier must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the withdrawal by Canada from the Supply Arrangement, the removal of the Supplier from the list of qualified suppliers and the application of a vendor performance corrective measure.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation template 2T-MED1 for medium complexity requirements, available in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>), based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications
- (h) conditions of the resulting contract.

2. Bid Solicitation Process

2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA. Suppliers to be solicited will be selected based on vehicle category and additional labour and/or equipment, as well as city location which the Identified User requires and which the supplier can provide. The Bid Solicitation document prepared by the Identified User will describe how the selection process of the supplier will be made. It is strongly recommended that a bid solicitation under \$25,000 be solicited from all qualified suppliers on the SA.

2.2 The bid solicitation will be sent directly to suppliers. The bid solicitation prepared by the Identified User will not be published on the Government Electronic Tendering System (GETS) MERX, but will be sent directly to qualified suppliers of the Supply Arrangement.

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- 2.3** The Identified User will be responsible for the bid solicitation process and the award of contracts. PWGSC may, however, provide assistance in the preparation of the bid solicitation document in some cases. Individual contracts issued subsequent to the SA shall not exceed \$400,000.00 including amendments and GST/HST.
- 2.4** The contract period will cover usually a one year period with extension option periods. Contracts awarded under the bid solicitation may extend past the SA expiry date or any extension thereof for some requirements.
- 2.5** Attached Annex "E", Model Bid solicitation Form and resulting contract clauses must be used in the preparation of the bid solicitation/contract by the Identified User.
- 2.6** The Identified User is required to forward a copy of any contract awarded under this Supply Arrangement to the S.A. Authority, see Part 6A, para. 5.1.

C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded use:

2T-MED1 (for medium complexity requirements), general conditions 2010C (2008-12-12) applies.

The above template is set out in the [Standard Acquisition Clauses and Conditions Manual](http://sacc.pwgsc.gc.ca/sacc/contents-e.jsp) (<http://sacc.pwgsc.gc.ca/sacc/contents-e.jsp>) issued by Public Works and Government Services Canada.

ANNEX "A"

STATEMENT OF WORK

Dedicated Drivers/Vehicles for Mail/Freight Distribution

Objective

This Statement of Work (SOW) provides a description of a variety of possible requirements related to scheduled and dedicated transportation services that Identified Users may have during the period of the Supply Arrangement (SA). The services will consist mainly of scheduled dedicated mail and/or freight distribution runs, intra and/or inter building in the National Capital Region (NCR) and/or other city centers in Canada where Identified Users are located.

The origin and destination of the deliveries will normally be between Federal Government offices, but may not be limited to only those offices. Deliveries will be within city limits and/or contiguous areas of the city; some exceptions may apply.

Individual bid solicitations put forth by Identified Users will include a Statement of Work describing their specific requirements.

Background

A Supply Arrangement is a method of supply where any government department, agency or Crown corporation, across Canada, listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11, under the framework of the Arrangement, may solicit bids from a pool of prescreened vendors.

Tasks

1. The contractors will supply drivers with vehicles and provide mail and/or freight distribution services to service points as specified in the Identified Users Statement of Work (which may consist of schedule of run(s)). Contractors are to supply additional labourers and equipment on an as requested basis.
2. The contractor will provide the pickup and delivery of material to service points that will be specified in the bid solicitation stage.
3. The contractor will ensure that mail is sorted and distributed internally.
4. The contractor will ensure that vehicles are loaded and/or unloaded when required.
5. The contractor will provide control and security for items in transit. Materials must not be kept in vehicles overnight. Non-deliveries must be returned the same day to point of pickup.
6. Material is defined as envelopes, mail bags, parcels, packages, boxes, skids and may include office furniture and equipment.

Driver Requirements

-
7. Drivers (and additional labourers) must be client oriented, possess interpersonal skills, work well with people, be presentable, have good communication skills and be dependable/reliable.
 8. Drivers must carry a company personal identification card and present the card when asked to do so, at any pickup and/or delivery site.
 9. The contractor must provide backup driver(s) in case of emergencies. Backup drivers must be familiar with the runs.
 10. The contractor must ensure that each driver and replacement driver is equipped with a cellular phone at the contractor's expense. The cellular phone must be turned on at all times during working hours. A list of drivers and their respective cellular numbers must be provided to the Identified User prior to the commencement of the contract.

Vehicle Requirements

11. Vehicles required may range from cars, ½ tons, station wagons, mini vans, cargo vans, cube trucks and 1, 3 and 5 ton trucks. Vehicle size will be determined by the contractor, based on the weight / size specifications of loads which will be supplied by the client department in the bid solicitation stage.
12. Vehicles are to be no older that model year 2005 in year one (1) and are to be no older than six (6) years over the period of the Supply Arrangement, maintained in good working order, and rust free. In order to demonstrate that the vehicle(s) possess the requirements specified, during the performance of the work, the contractor, upon request, must provide vehicle(s) registration and other relevant details, which clearly indicate that the vehicle(s) meet(s) the requirement.
13. Vehicles used must:
 - have a restricted lock and key system;
 - be locked when the driver is not in the vehicle;
 - not have any unauthorized passengers;
14. The contractor must provide a backup vehicle(s) with backup driver(s) in case of emergencies.

General Requirements

15. The contractor must supply the same vehicle driver(s) on a continuous basis except for leave or illness. The contractor must also provide alternate (backup) driver/vehicle arrangements in compliance with the following time frames.
 - Leave - one (1) week notice given to the Identified User;
 - Illness - within thirty (30) minutes of schedule run starting time;
 - Vehicle breakdown - within thirty (30) minutes of occurrence;
 - Driver No-show - within thirty (30) minutes of schedule run starting time;
 - Driver unable to complete run for any reason - within thirty (30) minutes of occurrence;
16. The contractor will be responsible for the safety of persons while on departmental premises and will be responsible for the security of departmental property while in its possession.
17. The contractor will be responsible for gas, oil, insurance, parking charges and/or parking tickets and all other costs related to this service. Identified Users will only pay the costs as specified in the basis of payment.

-
18. The contractor will provide any required sorting stations to accommodate the number of destinations, i.e. bins, tables, counters etc. Equipment supplied by the contractor must be approved by the Identified Users.
 19. No limit is to be placed on the number of separate items to be carried at any one time, other than that it is not to exceed the normal carrying capacity of the vehicle in question.
 20. All material must be picked up and delivered (and scanned where instructed) from/to every location, on each scheduled run as specified in the bid solicitation stage by the Identified Users.
 21. Upon request, the drivers will sign and/or obtain legible signatures for pick ups and deliveries. If a signature is not legible, the drivers must ask for and print the recipients name on the delivery slip and indicate the time of delivery.
 22. Requests for service will normally occur between the working hours of 05:00 and 17:00 hours, Monday to Friday (statutory holidays excluded); exceptions may apply depending on each requirement. All proposed personnel must be available to provide services outside those working hours, if required.
 23. Drivers must show up at each specified location even when there is no mail/material for delivery. Drivers must advise the Identified User when it is impossible for them to show up at a delivery point and also must advise the Identified Users of any delays in the delivery schedule.
 24. The pick up and delivery schedules may be subject to change. The selected contractor will be informed, in writing, of any major change to be made to the schedule of runs, at least three (3) days prior to the effective change date. Any anticipated changes will be forwarded to the selected contractor's representative named in the bid submission. All changes will require the prior approval of the Identified User's Contracting Authority.
 25. Drivers must advise the Identified User of any change in their schedule. This includes delivery times, delivery point contacts, address or special instructions.
 26. The contractor must be in compliance with all Federal , Provincial and Municipal regulations or by-laws governing the transportation as defined in the bid solicitation satge by the Identified User. The contractor shall be responsible for any charges assessed as a result of such regulations and by-laws.
 27. The contractor will name a contact individual for problem reporting, inquiries or other contract related issues. The contractor will notify the Identified User immediately of any problems with drivers and/or vehicles or any other issue in relation to the services requested under the contract. The contractor will be available to attend a service review meeting on a minimum quarterly basis. (This will be defined at the bid solicitation stage and arranged by the Identified User's contracting authority.)
 28. The contractor will be responsible for any costs incurred by the Crown for delivery made by a third party as a result of missed stops. A missed stop is defined as a delivery address specified in the schedule of runs not receiving service as per the terms and conditions of the contract.
 29. When required, the contractor will utilize and care for hand held bar code scanning equipment provided by the Identified Users in conjunction with a transportation management system for tracking. The Identified Users will provide the necessary training on bar code scanning equipment to the contractor.

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30. The contractor will be responsible and pay for any replacement costs and/or repairs costs of the hand held bar code scanning units for any damages resulting from misuse, loss or from a unit being dropped. The Identified User will assume cost of maintenance from regular wear and battery replacement.

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ANNEX "B"

BASIS OF PAYMENT

(see MS-Excel attachment)

ANNEX "C"**Certifications****1. Federal Contractors Program for Employment Equity - Certification**

1.1 The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers 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 supply arrangement. If the Supplier is subject to the FCP-EE, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible contractors 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 Contract Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible contractors will be declared non-responsive.

1.2 If the Supplier 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 Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc?=e>), to the Labour Branch of HRSDC.

1.3 The Supplier certifies its status with the FCP-EE, as follows:

The Supplier

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

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

Further information on the FCP-EE is available on the following HRSDC Web site: <http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml>.

Signature of authorized Representative

Date

2. 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, suppliers 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 Supplier a FPS in receipt of a pension as defined above? YES() NO ()

If so, the Supplier 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 Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Supplier 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.

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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 the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

Signature of authorized Representative

Date

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ANNEX "D"

SECURITY REQUIREMENTS CHECK LIST

(If applicable)

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ANNEX "E"

Model Bid Solicitation Form and Resulting Contract Clauses

This Annex provides information on the Request for Proposal (RFP) template that Identified users may use during the bid solicitation stage as well as the applicable resulting contract clauses at contract award.

The following forms must be used for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the Electronic Forms Catalogue (http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) Web site.

PWGSC-TPSGC 9400-3, Bid Solicitation

PWGSC-TPSGC 9400-4, Contract.

The Identified User is required to forward a copy of any contract awarded under this Supply Arrangement to the SA Authority, see Part 6A, para. 5.1 of the RFSA.

REQUEST FOR PROPOSAL

SCHEDULED, DEDICATED TRANSPORTATION AND RELATED SERVICES

VEHICLE AND LABOUR CATEGORY:

State vehicle and labour category

SERVICES TO BE PROVIDED TO:

State department or agency name here

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

Or

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.

This is an RFP issued against the Scheduled, Dedicated, Transportation and Related Services Supply Arrangement (SA) PWGSC file number _____. All terms and conditions of the Original Solicitation _____ representing the resulting Supply Arrangement issued apply & shall be incorporated into any resulting contract.

(Note to Identified Users only: Individual RFPs and the associated resulting contract clauses may be modified to suit individual Identified User requirements. For example: the nature of requirement, the terms of the resulting contract, the evaluation methodology and the basis of payment clauses may all be tailored to individual Identified User requirements.)

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The articles in the resulting contract clauses are mandatory in their entirety, unless otherwise indicated. Suppliers submitting an Offer containing statements implying their Offer is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-reponsive.

Potential qualified suppliers regarding the Model Bid Solicitation (including the resulting contract clauses) should raise such concerns in accordance with the Enquiries provision of this RFSA.

TABLE OF CONTENTS

(Add or delete articles from the Table of Contents and renumber as applicable. Delete all unused options and the "Remark to Contracting Authority" before issuing the bid solicitation.)

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Statement of Work

PART 2 - BIDDER INSTRUCTIONS

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection
3. Security Requirement

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award **OR**
 Certifications Required with the Bid **OR**
 Certifications Precedent to Contract Award and Certifications Required with the Bid *(if applicable)*

PART 6 - RESULTING CONTRACT CLAUSES

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

List of Annexes: *(Choose, change and/or add or delete annexes, if applicable)*

Annex "E-1" Statement of Work

Annex "E-2" Basis of Payment

- Annex "E-3" Runs to be completed
 - Annex "E-4" Certifications
 - Annex "E-5" Security Requirement Check List (SRCL) (if applicable)
 - Annex "E-6" Insurance Requirement
-

Examples to assist the Identified User:

- Annex "E-7" Statement of Work (example - for further additional details)
- Annex "E-8" Mandatory Technical Criteria (example)
- Annex "E-9" Basis of Payment (example)
- Annex "E-10" Basis of Payment (example of option year)
- Annex "E-11" Runs to be completed: Run #1 (example)
- Annex "E-12" Runs to be completed: Run #2 (example)
- Annex "E-13" List of Building Locations (example)

PART 1 - GENERAL INFORMATION

Remark to Contracting Authority: Use one of the following clauses.

1. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6 - Resulting Contract Clause.

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: Use the appropriate title "Statement of Work" or "Requirement" and use the same title throughout the document. Insert a brief description of the requirement or refer to the "Statement of Work" or "Requirement" in the resulting contract. Use SACC Manual clause B4007T or B4008T.

2. Statement of Work (SOW)

2.1 Summary

(State name of department or Agency), (where located), requires the services of _____ (state vehicle type(s) and number of drivers/labourers/equipment required) within the (name city to be served) for the period of _____ to _____.

Please provide a brief description of the services to be required. Indicate that Annex "___", Statement of work is attached.

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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 _____ (insert date) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4.4 of 2003, Standard Instructions - 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 Sole Source Price Support

In the event that the Bidder's bid is the sole bid received, the Bidder 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.

Remark to Contracting Authority: Consult sections 04 to 09 of standard instructions 2003 before adding clauses to ensure there is no redundancy in the document.

2. Submission of Bids

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

Remark to Contracting Authority: Use the following paragraph when transmission of bids by facsimile or electronic mail is not acceptable.

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

Remark to Contracting Authority: If applicable, insert in full text additional SACC Manual clauses with appropriate numbering (ex. 2.1, 2.2, ...). Example of a clause to include in full text: A9076T.

2.1

Remark to Contracting Authority: Consult section 12 of standard instructions 2003 before adding clauses to ensure there is no redundancy in the document. Responses to enquiries may have significant implications for the bid solicitation. An extension to the bid closing date should be taken into account every time a response is provided to an enquiry.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than _____ (__) 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.

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Remark to Contracting Authority: *Indicate the laws of which Canadian province or territory Canada proposes to apply to the resulting contract. The bidder, as instructed, may propose a change to the applicable laws in its bid. For the French version of the article, the term "in" was not translated because there is no such common term in French for all the provinces and territory. Therefore, the word "en" must be added in front of Alberta, Colombie-Britannique, Saskatchewan, Ontario and Nouvelle-Écosse; the word "au" in front of Manitoba, Québec, Nouveau-Brunswick, Nunavut and Yukon, the word "à" in front of Terre-Neuve-et-Labrador and l'Île-du-Prince-Édouard, and the words "dans les" in front of Territoires du Nord-Ouest.*

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory*)

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.

Remark to Contracting Authority: *Consult sections 04 to 09 of standard instructions 2003 or sections 04 and 05 of standard instructions 2004 before adding clauses to ensure there is no redundancy in the document.*

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Remark to Contracting Authority: *If soft copies are requested, it is suggested that the same quantity be requested for both hard and soft copies.*

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

Section I: Technical Bid (_____ hard copies) *(if applicable, add "and _____ soft copies on _____", and specify the medium such as CD, DVD)*

Section II: Financial Bid (_____ hard copies) *(if applicable, add "and _____ soft copies on _____", and specify the medium such as CD, DVD)*

Section III: Certifications (_____ hard copies)

Remark to Contracting Authority: *Insert the following when soft copies are requested; if not, delete this paragraph and the instruction.*

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 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.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The technical bid shall address all mandatory technical criteria specified herein.

Remark to Contracting Authority: *Use one of the following clauses or other alternate clauses, as applicable.*

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

The financial bid shall be submitted in accordance with the basis of payment detailed herein. Costs must not appear in any other area of the proposal except in the financial bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Remark to Contracting Authority: Use the following clause and consult subsection 4.7 of standard instructions 2003 before adding clauses to ensure there is no redundancy in the document.

1. Evaluation Procedures

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

OR

- (b) An evaluation team composed of representatives of Canada and (insert name of firm or consultant) will evaluate the bids.

AND

- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

Remark to Contracting Authority: If the evaluation criteria are too voluminous, include as an annex attached to the bid solicitation.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

(Insert mandatory technical evaluation criteria, if applicable)

(See Annex "E-8", Mandatory Technical Criteria (example))

Terms and conditions/Statement of Work (To Identified User: This mandatory technical criteria must be included in the RFP.

By submitting a bid, the bidder 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 ____.

1.2 Financial Evaluation

The rates must be presented in the format detailed in the Basis of Payment (to be determined by the Identified User) for the period, from (to be determined by the Identified User) to (to be determined by the Identified User). All prices are firm and in Canadian dollars.

The lowest aggregate priced responsive bid will be calculated by taking the sum total of all rates submitted on Annex "B" Basis of Payment. Formula Calculations: Aggregate Total of the Basis of Payment for all years for which the Identified User has created the contract for, including option years (if applicable).

2. Basis of Selection

- 2.1 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.

Remark to Contracting Authority: Use one of the following clauses if there are security requirements.

3. Security Requirement

Remark to Contracting Authority: Use one of the following options when there are security requirements and the applicable clause provided by Canadian Industrial Security Directorate (CISD) is inserted under article 1 of Part 6. Consult Supply Manual procedure 6C.273.

OPTION 1: Use this option when the bidder has until contract award to obtain the necessary security clearances.

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Canada will not delay the award of any contract to allow bidders to obtain the required clearance.
3. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

OR

OPTION 2: Use this option when the bidder must hold the necessary security clearances at the date of bid closing.

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;

- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

2. For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

Remark to Contracting Authority: Use one of the following options. Add the applicable certification(s) from the lists provided. Other certifications that have been approved by Legal and Policy may be added. Delete Part 5 if there are no certification requirements.

PART 5 - CERTIFICATIONS

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

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

Remark to Contracting Authority: Use this option when the certifications will be a condition precedent to contract award as opposed to a mandatory requirement for evaluation purposes. This approach is recommended to ensure bids are not rejected during evaluation for lack of certifications. In the event that a bidder does not provide certifications at bid closing, the contracting authority must request these certifications before issuance of a contract. Failure by the bidder to comply will render the bid non-responsive. Delete this option if it is not applicable.

OPTION 1

1. Certifications Precedent to Contract Award

The certifications listed in Annex _____ (see Annex "E-4"), Certifications, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

Remark to Contracting Authority: Use this option when the certifications must be provided with the bid by solicitation closing date. The requirement for certifications at bid closing must only be used when these

certifications are essential to the evaluation of bids at time of bid closing. Delete this option if it is not applicable.

OPTION 2

1. Certifications Required with the Bid

Bidders must submit the certifications listed in Annex _____ (see Annex "E-4"), Certifications, duly completed with their bid.

***Remark to Contracting Authority:** Use this option when some of the certifications will be a condition precedent to contract award AND some certifications must be provided with the bid by solicitation closing date. Add the applicable certifications from the list contained in Options 1 and 2 respectively. Delete this option if it is not applicable.*

OPTION 3

1. Certifications Precedent to Contract Award and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

1.1 Certifications Precedent to Contract Award

The certifications listed in Annex _____ (see Annex "E-4"), Certifications, should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.2 Certifications Required with the Bid

Bidders must submit the certifications listed in Annex _____ (see Annex "E-4"), Certifications, duly completed certifications with their bid.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

(Consult the Canadian Industrial Security Directorate (CISD) (<http://www.ciisd.gc.ca/text/main/toc-e.asp>) Web site for more information. Insert the applicable clauses provided by CISD and insert the Security Requirements Check List as an annex.)

OR

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "_____". (See Annex "E-1".)

3. Standard Clauses and Conditions

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All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C _____ (insert date) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Remark to Contracting Authority: Use SACC Manual clause A9022C in contracts for services and in conjunction with clause A9009C if the contract will contain option periods.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from _____ to _____ inclusive (fill in start and end date of the period).

Remark to Contracting Authority: If applicable, insert in full text SACC Manual clause A9009C in conjunction with the clause "Period of the Contract" for service contracts only. Delete this clause if it is not applicable.

4.2 Option to Extend the Contract

An Identified User may enter option years to which it wants to extend the contract. The contract itself and any extension thereof can extend beyond the period of the Supply Arrangement.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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.

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Remark to Contracting Authority: *If applicable, use the following clause and fill in at contract award only. If the term "Technical Authority" is to be used instead, use clause A1030C. (Fill in or delete as applicable.)*

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

5.3 Contractor's Representative

(Fill in or delete as applicable)

Remark to Contracting Authority: *Insert the appropriate SACC Manual clauses or approved clause related to the basis of payment, limitation of expenditure, method of payment, audit and taxes not covered in the general conditions. Consult sections entitled "Period of Payment" and "Interest on Overdue Accounts" of the applicable general conditions before adding clauses to ensure there is no redundancy in the document.*

6. Payment

6.1 Basis of Payment

In consideration of the contractor satisfactorily completing all its obligations under the contract, the contractor will be paid in accordance with the attached Annex "_____", Basis of Payment, (see Annex "E-2") for work performed pursuant to this Contract.

Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.

Fuel Surcharge (if applicable):

The contractor is to invoice the fuel surcharge in accordance with the following computation:

The baseline fuel price is set to \$0.95 per litre which will be equal to a 5% fuel surcharge.

For every \$0.04 increase/decrease (or increment thereof) in the average monthly price of fuel, (see MJ Ervin & Associates price indicator) the contractor will implement a 1% increase/decrease to the 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.

Additional Hours:

Overtime may be paid for exceptional circumstances provided that the Client Contracting Authority gives pre-approval in writing and it is in accordance with Federal and Provincial regulations.

6.2 Limitation of Price

SACC Manual clause C6000C (2007-05-25) Limitation of Price

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

6.3 T1204 - Direct Request by Customer Department

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

6.3.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

6.3.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

6.4 SACC Manual Clauses

6.4.1 Replacement of Specific Individuals

- i) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection ii). The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.4.2 Canadian Content Certification

- i) The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
- ii) The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

- iii) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

7. Invoicing Instructions

Invoicing requirements and breakdown are to be specified by each Identified User directly to the contractor. Some Identified User will require hard copies of the pickup and delivery slips signed by the person receiving the delivery. There will be no cost to the Identified Users for this. Payment will only be made upon submission of an invoice to the satisfaction and acceptance of the respective Client Department Project Authority.

The original and two (2) copies of each invoice must be sent monthly, within five (5) working days from the end of each month to:

Department/Agency Name: (to be determined on award of contract)
 Address: (to be determined on award of contract)
 Telephone: (to be determined on award of contract)
 Fax: (to be determined on award of contract)
 E mail (to be determined on award of contract)
 Attention: (to be determined on award of contract)

Monthly Invoices must be submitted on the Contractor's own invoice and must be prepared to show:

- a) Company name, address, etc.;
- b) Client address;
- c) the date;
- d) Supply Arrangement Number;
- e) Period in which services were rendered;
- f) Hourly or Per Diem Rate;
- g) Total dollar amount;
- h) Drivers Name(s)
- i) Run Number(s)
- j) Description of work performed

Note: On all invoices a cost breakdown shall be shown.

8. Certifications

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

Remark to Contracting Authority: *If applicable, include by reference SACC Manual clauses related to certifications. Examples of clauses to include by reference: A3000C, A3060C.*

8.2 SACC Manual Clauses

8.2.1 Aboriginal Business Certification, (SACC Manual clause A3000C), if applicable.

8.2.2 Canadian Content Certification, (SACC Manual clause A3060C).

Remark to Contracting Authority: *Ensure the applicable law selected by the proposed contractor, or in the absence of such selection, the law indicated in the bid solicitation, is inserted in the blank. The Bidder, as instructed, will be able to propose a change to the applicable laws in its bid. For the French version of the clause, the term "in" was not translated because there is no such common term in French for all the provinces and territory. Therefore, for the French version of the clause, the word "en" must be added in front of Alberta, Colombie-Britannique, Saskatchewan, Ontario and Nouvelle-Écosse; the word "au" in front of Manitoba, Québec, Nouveau-Brunswick, Yukon and Nunavut, the word "à" in front of Terre-Neuve-et-Labrador and l'Île-du-Prince-Édouard, and the words "dans les" in front of Territoires du Nord-Ouest.*

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

Remark to Contracting Authority: *The order of documents shown below reflects current Policy and Legal advice. The contracting authority must amend the list to reflect the applicable documents and list the annexes in order of priority, as applicable.*

10. 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) 2010C _____ (insert the number, date and title of the general conditions identified under clause 3.1);
- (c) Annex X, Statement of Work;
- (d) Annex X, Basis of Payment;
- (e) Annex X, Certifications;
- (f) Annex X, Security Requirements Check List (if applicable);
- (g) Annex X, Insurance Requirements;

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- (h) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarifications or amendment(s))

11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex _____. (See Annex "E-6" attached.). 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.

Remark to Contracting Authority: If applicable, insert in full text additional SACC Manual clauses not belonging under existing articles, as stand alone articles with appropriate numbering (ex. 13, 14, etc.)

12. ...

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ANNEX "E-1"

STATEMENT OF WORK

(Insert Annex "A" from RFSA (if applicable) and additional information from Annex "E-7" (from example) (if applicable))

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ANNEX "E-2"

BASIS OF PAYMENT

(see example Annex E-9 and E-10 (for an option year))

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ANNEX "E-3"

RUNS TO BE COMPLETED

(see examples E-11 and E-12)

ANNEX "E-4"**CERTIFICATIONS****1. Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting Contract.

Signature of authorized Representative

Date

2. Status and Availability of Resources

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

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

Signature of authorized Representative

Date

3. Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

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() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

Signature of authorized Representative

Date

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ANNEX "E-5"

SECURITY REQUIREMENTS CHECK LIST

(insert the appropriate security requirement for Canadian supplier, if applicable)

ANNEX "E-6"**INSURANCE REQUIREMENTS****1. Commercial General Liability Insurance**

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

1.2 The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (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 sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

2. Automobile Liability Insurance

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

2.2 The policy must include the following:

- (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.

3. All Risk In Transit Insurance

3.1 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 **(Contracting Officer must insert approximate dollar value of goods per shipment) \$_____** per shipment. Government Property must be insured on _____ basis. **(Contracting Officer must insert one of the following basis of evaluation:)** "Replacement Cost (new)"; "Actual Cost Value (depreciated cost) or "Agreed Value (appraisal").

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- 3.2 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.
- 3.3 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 _____ **(Insert department or agency)** and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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ANNEX "E-7"

FURTHER DETAILS ON STATEMENT OF WORK (EXAMPLE - further details which should be included in the SOW -- original SOW which is generic in nature, is contained in the RFSA and SAs)

(In this example two runs are included under Annexes E-11 and E-12, one for a Cargo Van and one for a 5-ton truck)

2.3 Further details on Statement of Work (Example)

To provide the _____ (name department or agency) with dedicated pick up and delivery service in _____ (name city) locations. The contractor will provide dedicated vehicles and drivers. The contractor must ensure the pick up and delivery of mail, By Hands, boxes, crates, monotainers, skids, small quantities of furniture and equipment, etc.

The vehicles used will be for pick up and delivery of _____ (name department or agency) materials only and must not incorporate pickups or deliveries for other customers of the contractor.

The service will be provided daily (excluding statutory holidays) and include two dedicated runs as described in (for this example) Annexes E-11, Run # 1 - Cargo Van; E-12, Run # 2 - 5-Ton Truck; and E-13, List of Building Locations.

The following is an indication of the material to be transported on an annual basis:

Runs annually will incorporate approximately 800 stops to pick up and deliver mail and other items at approximately 15 building locations. This will include handling of approximately 11,500 boxes and crates and include signatures for approximately 475 items.

Items weighting up to 30 kgs (66 lbs) will need to be lifted and transported.

The contractor must ensure that signatures are obtained for all by hands or other signature mail. Receipts are to be handed in daily to Mail Room staff.

The contractor must keep statistics on the work performed by its drivers. These are to be handed in daily to the Identified User.

The contractor must take steps to ensure that all mandatory requirements are met.

2.3.1 Drivers

The contractor will provide two drivers (for this example) and a minimum of two back up drivers (for this example).

2.3.2 Vehicles:

Vehicle to service the requirement must be no older than 2005 model year.

Vehicles must be secure (locked) when transporting materials. The vehicles to be used must be available for inspection.

Vehicle # 1 - Cargo Van :
Cargo van (2005 or newer).

Vehicle # 2 - 5-Ton Truck :
Medium truck (2005 or newer).

The vehicle(s) must meet the vehicle category requested, and be in good working order and rust free. In order to demonstrate that the vehicle(s) possess the requirements specified, the contractor, upon request, must provide vehicle(s) registration and other relevant details, which clearly indicate that the vehicle(s) meet(s) the requirement.

2.3.3 Runs to accomplish

- i) Run # 1 - Cargo Van (see example, Annex E-11)

Hours of Work: 07:15 - 15:45 Monday to Friday (excluding statutory holidays)

Cargo Van Run #1 involves pick-up and deliver mail, packages, boxes, crates, the occasional by hand to addresses elsewhere in the region, light loads of furniture and equipment, etc. as per pre-determined schedule (schedule is subject to change). Refer to Annex C1, Run # 1 - Cargo Van and Annex C3, List of Building Locations.

- ii) Run # 2 - 5-Ton Truck (see example, Annex E-12)

Hours of Work: 06:45 - 11:30 Monday to Friday excluding statutory holidays.

5-Ton Truck Run #2 involves pick up and deliver bulk loads of mail bags and monotonainers, boxes, crates, packages, skids, light loads of furniture and equipment and the occasional by hand as per pre-determined schedule (schedule is subject to change). Refer to Annex E-12, Run # 2 - 5-Ton Truck and Annex E-13, List of Building Locations.

- iii) Back up Drivers

A minimum of (1) back up driver is to be provided for each requirement 2.3.3 i) and ii). All back up personnel (to replace absent regular drivers) must be security cleared to the Secret level (if applicable, in this example drivers are required to have Secret level clearance) and fully trained prior to replacing absent drivers. Training is to be provided by the contractor at the contractor's expense.

A list of regular and back up drivers must be provided to the Project Manager prior to the commencement of services. Should a driver no longer be eligible to work on this contract the Project Authority must be informed in writing (within one week) so that his/her pass can be cancelled and returned to the Security Officer.

NB: If a driver is sent to replace a regular driver and has not previously been approved by the Project Authority and Security Officer; the individual will be refused.

2.3.4 Equipment

*** All material handling equipment must be supplied by the contractor.

- i) Cargo van must be equipped with a hand cart.

ii) 5-Ton truck must be equipped with a hydraulic tailgate and must also be equipped with load restraining straps or bars to stop loads from moving inside the vehicle. NOTE: A pallet mover and other material handling equipment (as required) such as flat bed trucks to move material to and from buildings may also be required.

2.3.5 Site Regulations

The contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the sites where the work is to be performed.

2.3.6 Training

The Project Authority will provide training for the contractor prior to the commencement of the contract. The training will consist of up to 1 day with each regular driver to show him/her the pick up and delivery locations. After the initial training, it will be the responsibility of the contractor to train their regular and replacement drivers.

2.3.7 Schedules

Any requested changes in schedules by the Contractor must be approved by the Project Authority. Schedules are subject to change given two weeks notice. Schedule revisions will be arranged between the Contractor and the Project Manager. Schedule revisions entailing changes in cost (decrease or increase) will be administered by the Contracting Authority.

- a) Cargo Van Driver: See Annex E-11.
- b) 5-Ton Truck Driver: See Annex E-12.
- c) List of Building Locations - See Annex E-13.

2.3.8 Registration - Authorities - Licenses

The contractor must ensure that all vehicles used to fulfill the terms of the contract will be properly registered and carry all authorities and licenses required by the appropriate Municipal, Provincial or Federal Regulatory Bodies. Proof of operating licenses must be provided upon request.

ANNEX "E-8"**MANDATORY TECHNICAL CRITERIA (EXAMPLE - Two vehicles for two runs)****Example of Mandatory Technical Criteria:****1.1.1 Mandatory Technical Criteria:**

Bidders not meeting the mandatory technical criteria will be declared non-responsive and will not be considered for award of a contract.

1.1.1(a) Proposed Driver(s)

The Bidder must provide the names of the (2) proposed drivers (for two runs in this example) as well as the (2) back up drivers that will be working on this contract, should they be awarded the contract.

1.1.1(b) Experience and Expertise of Proposed Driver(s)

The proposal must demonstrate that the proposed driver(s) meets the following minimum mandatory qualifications:

i) Proposed Driver(s):

- must have have six (6) months or more experience as a driver in transportation services;
- must be security cleared to Secret (if applicable, in this example Secret level is required);
- be (drivers) bonded in the amount of \$ 5,000. The bidder must indicate that drivers are bonded. Proof of bonding (certificate of bonded insurance) must be submitted with the bid. *(Remarks: proof of bonding may also be requested only prior to contract award)*

In order to demonstrate that the proposed driver(s) possess the qualifications specified above, bidders must provide a résumé for each of the proposed driver(s) (primary and back-up drivers) stating the individual's work experience , which indicates that the individual meets the above stated qualifications. Failure to provide sufficient details will result in your bid being rendered non-responsive. Please note that project references may be required for the proposed driver(s).

1.1.1(c) Equipment

All material handling equipment must be supplied by the contractor. The Bidder must provide confirmation that the vehicles will be equipped with the the following equipment: (For this example where two runs require these types of vehicles)

- i) Cargo van must be equipped with a hand cart.
- ii) 5-Ton Truck must be equipped with a hydraulic tailgate and must also be equipped with load restraining straps or bars to stop loads from moving inside the vehicle. A pallet mover and other handling equipment (as required) such as flat bed trucks to move material to and from buildings may be required.

1.1.1(d) Terms and conditions/Statement of Work

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By submitting a bid, the bidder 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 ____.

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ANNEX "E-9"

Basis of Payment (EXAMPLE)

(REMARKS: The word "bidder" is to be changed to "contractor" once the contract is set. This document also has to be reworded at the contract stage to take into account that the bidder has already provided prices.)

Year 1

Period from (2009/08/01) to (2010/07/31)

Driver/Vehicle Categories

The Bidder must provide a firm rate per run (per day), which includes the vehicle category, one driver and all related mandatory equipment's. Firm rate per run must be expressed in Canadian Dollars, GST and fuel surcharge extra (if applicable). Services are required Monday to Friday.

Run # 1 - Cargo Van, 07:15 - 15:45 \$ _____

Run # 2 - 5-Ton Truck, 06:45 - 11:30 \$ _____

Total firm rate for all two runs \$ _____

Note: The Bidder's firm rate per run quoted must not exceed the product of the number of hours to do the run, times the applicable hourly ceiling rate of the Supply Arrangement.

The hourly ceiling rate will be calculated by prorating the ceiling per diem rate using the factor of 7.5 hours for one day.

Example: If the ceiling per diem rate quoted in the Supply Arrangement was \$200.00, then the firm rate quoted for a 2 hour run cannot exceed $\$200/7.5 \times 2 = \53.33

Fuel Surcharge (if applicable) :

The Bidder is to invoice the fuel surcharge in accordance with the following computation:

The baseline fuel price is set to \$0.95 per litre which will be equal to a 5% fuel surcharge. For every \$0.04 increase/decrease (or increment thereof) in the average monthly price of fuel, (see MJ Ervin & Associates price indicator) the bidder will implement a 1% increase/decrease to the 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.

EQUIPMENT: Any additional equipment may be added to the list and rates requested at that time.

Hand Cart \$ /day \$ /week \$ /month Minimum Charge:\$

Hydraulic Lift Services \$ /day \$ /week \$ /month Minimum Charge:\$

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ANNEX "E-10"

Basis of Payment (EXAMPLE)

*(REMARKS: In this example a one year option will be exercised by the client department or Agency.)
(The Word "bidder" is to be changed to "contractor" once the contract is set. This document also has to be reworded at the contract stage to take into account that the bidder has already provided prices.)*

Option year 1

Period from (2010/08/01) to (2011/07/31)

Driver/Vehicle Categories

The Bidder must provide a firm rate per run (per day), which includes the vehicle category, one driver and all related mandatory equipment. Firm rate per run must be expressed in Canadian Dollars, GST and fuel surcharge extra (if applicable). Services are required Monday to Friday.

Run # 1 - Cargo Van, 07:15 - 15:45 \$ _____

Run # 2 - 5-Ton Truck, 06:45 - 11:30 \$ _____

Total firm rate for all two \$ _____

Note: The Bidder's firm rate per run quoted must not exceed the product of the number of hours to do the run, times the applicable hourly ceiling rate of the Supply Arrangement.

The hourly ceiling rate will be calculated by prorating the ceiling per diem rate using the factor of 7.5 hours for one day.

Example: If the ceiling per diem rate quoted in the Supply Arrangement was \$200.00, then the firm rate quoted for a 2 hour run cannot exceed $\$200/7.5 \times 2 = \53.33

Fuel Surcharge (if applicable):

The bidder is to invoice the fuel surcharge in accordance with the following computation:

The baseline fuel price is set to \$0.95 per litre which will be equal to a 5% fuel surcharge. For every \$0.04 increase/decrease (or increment thereof) in the average monthly price of fuel, (see MJ Ervin & Associates price indicator) the bidder will implement a 1% increase/decrease to the 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.

EQUIPMENT: Any additional equipment may be added to the list and rates requested at that time.

Hand Cart \$ /day \$ /week \$ /month Minimum Charge:\$

Hydraulic Lift Services \$ /day \$ /week \$ /month Minimum Charge:\$

ANNEX "E-11"**RUN # 1 - Cargo Van****Schedule: 7:15 - 15:45 Mail Room Tel: 999-7100**

1. 7:15 - Departs NANL Bldg. to deliver/ pick up mail at GPC Gatineau Qc; then to the PDLC Gatineau Qc to deliver / pick up mail; then returns to NANL Bldg.
 2. 8:00 - Departs NANL Bldg to deliver/ pick up mail for FRC Leeds Ave (door # 11); then proceeds to CBEC 85 Bentley Ave; then proceeds to Bldg # 15 in Tunney's Pasture; then Bldg # 18 in Tunney's Pasture, then returns to NANL Bldg by 9:30.
 3. 9:45 - Departs NANL Bldg. to deliver/ pick up mail at GPC Gatineau Qc; then to the PDLC Gatineau Qc to deliver / pick up mail; then returns to NANL Bldg. By 10:45.
 4. Between 10:45 - 11:00
 - Departs NANL Bldg. to pick up red & grey crates at the Journal Bldg loading dock (365 Laurier Ave W.); then returns to NANL Bldg.
 5. 11:15 - LUNCH - Driver takes (1/2 hour) break after the Journal Bldg run has been finished.
 6. 11:45 - Departs NANL Bldg. to deliver/ pick up mail at GPC Gatineau Qc; then to the PDLC Gatineau Qc to deliver / pick up mail; then returns to NANL Bldg. By 12:30.
 7. 12:45 - Departs NANL Bldg. to deliver mail to PRC Bldg # 18; then FRC - Bldg. # 15;
 - Then CBEC 85 Bentley Ave; then returns to NANL Bldg by 13:45.
 8. Between 13:45 - 14:00
 - Departs NANL Bldg. to deliver/ pick up mail at GPC Gatineau Qc; then to the PDLC Gatineau Qc to deliver / pick up mail; then returns to NANL Bldg. By 14:45.
 9. 15:00 - Departs NANL Bldg. for Bldg. # 15; then Bldg. # 18 (driver picks up boxes and mail for Leeds Ave for the morning run); (if necessary) then delivers the (K1A Mail) to Stats Canada Mail Room Stats Canada Bldg Tunney's Pasture; then returns to NANL Bldg.
 10. Occasionally will have a pick up or delivery at 79 Bentley or 151 Bentley Ave.
 11. Will occasionally pick up/deliver By Hand items outside the department in the NCR.
 12. Between 15:30 - 15:45 Departs.
- NB: 1255 Leeds Ave (Door # 11) Boyd's Warehouse - See Andrea Clark Tel: 999-0002.

This schedule is subject to change.

Annex "E-12"

RUN # 2 - 5-Ton Truck

Schedule: 6:45 - 11:30 Mail Room Tel: 999-7100

1. 7:00 ARRIVES AT THE OTTAWA MAIL PROCESSING PLANT (OMPP)
 - Driver goes to the High Dock at the north end of the terminal and asks for the mail for the National Archives/ National Library Postal Code 0N3/0N4; then
 - Picks up Registered Mail while the truck is loaded by Postal Employees; then
 - PROCEEDS TO 395 WELLINGTON ST. - MAIL ROOM ARRIVES BY 7:30 A.M.

2. 7:30 - Picks up flat bed trucks from 395 Wellington St in Rm. 349 (Access to Information & Privacy Division) & Rm. 351 (Researcher Services Division) to be delivered to Bldg. 18 Tunney's Pasture.

3. Between 8:00 - 8:30 ONLY WHEN MAIL HAS BEEN COMPLETELY SORTED -
 Departs 395 Wellington St. for PDLC 550 boul De la Cité
 - a) 5 th Floor PDLC
 - Delivers and picks up mail bags, and boxes at the Published Heritage Branch - Distribution Centre (See Distribution Clerk 994-6845); then
 - Delivers and picks up crates and boxes at the Serials Records Unit (Diane Lanthier - Tel: 994-6856).
 - b) 4 th Floor
 - Delivers boxes and crates to Monograph Cataloguing Division; then picks up crates and boxes for 395 Wellington St..
 - c) Other Floors (If necessary) Delivers and/or picks up boxes.
 - d) PDLC Mail Room (loading dock area) - Picks up / delivers mail as required.

4. Every Friday - Delivers/Picks up crates at Journal Bldg, Floor 3B, then returns to NANL Bldg.

5. 9:45 - 10:00
 Departs PDLC for PRC Bldg. # 18 to pick up/ deliver mail and flatbed trucks for NANL Bldg; then to FRC Bldg. # 15 to pick up / deliver mail; then proceeds to NANL Bldg;

6. Every Tuesday & Thursday - CBEC 85 Bentley Ave. Nepean On
 - Delivers cages & boxes for CBEC at 85 (or) 79 Bentley Ave.
 - Picks up cages & boxes from CBEC at 85 (or) 79 Bentley Ave.
 - Picks up or delivers boxes, packages and Newspapers at 151 Bentley Ave. (When required).
 - RETURNS TO 395 WELLINGTON ST. with mail, boxes, and crates.

7. As required
 - Picks up from Library of Parliament Storage at 45 Sacré Coeur Rm. 1306 Hull Qc for delivery to CBEC 85 Bentley Ave. (approx. once a month).
 - Picks up or delivers quantities of boxes, etc. at any of the buildings listed on Annex "E-13" that the driver of the van couldn't handle (approx. twice a week).
 - Delivers empty cages to the OMPP (approx. once a week).
 - Bulk deliveries to other locations in the Ottawa/Hull area not listed on Annex "E-13".

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8. 11:30 End of Run: Past experience demonstrated that the driver would normally finish between 10:00 and 10:30 on Mondays, Wednesdays and Fridays; but occasionally a special trip to one of our buildings or other locations as indicated in # 7 above could be necessary after 10:30 but will end by the 11:30 time frame. It ends by 11:30 on Tuesdays and Thursdays.

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Annex "E-13"

- List of Building Locations Effective 01 April 2009

79 Bentley.....79 Bentley Ave Nepean ON

151 Bentley.....151 Bentley Ave Door # 10 Nepean ON

CBEC..... Canadian Book Exchange Centre - 85 Bentley Ave Nepean ON

FRC..... Federal Records Centre Bldg Bldg # 15 - Tunney's Pasture - 130 Goldenrod Driveway Ottawa
ON

FRC - Leeds.....1255 Leeds Ave Ottawa ON (Door 11) (Boyd's Warehouse)

GPC..... Gatineau Preservation Centre (Library and Archives Canada)625 Boul Du Carrefour
Gatineau QC

Journal Bldg..... 365 Laurier Ave W Ottawa ON (floor 3B)

NANL..... National Archives / National Library - 395 Wellington St Ottawa ON

OMPP..... Ottawa Mail Processing Plant - 1424 Caledon St Ottawa ON

PDLC.....Place de la Cite 550 boul De La Cité Gatineau Qc

PRC.....Personnel Records Centre Bldg # 18 - Tunney's Pasture - 161 Goldenrod Driveway
Ottawa ON

Printing Bureau..... 45 Sacré Coeur Blvd Hull QC

Stats Can..... Mail Room at main Stats Canada Bldg in Tunney's Pasture