



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

Bid Receiving Canada Border Services Agency / Réception
des soumissions Agence des services frontaliers du
Canada/Canada Border Service Agency

Cheque Distribution and Bids Receiving Area
473 rue Albert St. 6th floor
Ottawa, ON K1A 0L8

**Bid Receiving Unit is open from Monday to Friday
inclusively, between the hours of 08:30 and
11:30, excluding Statutory Holidays.**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Canada Border Services Agency

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

**Proposition aux: Agence des services frontaliers du
Canada**

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

Issuing Office – Bureau de distribution
Canada Border Services Agency / l'Agence des
services frontaliers du Canada
473 Albert, 8th floor, Trebla Building,
Ottawa (Ontario) K1A 0L8

| | |
|--|--|
| Title – Sujet National Offload Services | |
| Solicitation No. – N° de l'invitation 1000319602 | Date : August 5, 2014 |
| Client Reference No. – N° référence du client | |
| GETS Reference No. – N° de reference de SEAG | |
| File No. – N° de dossier | CCC No. / N° CCC - FMS No. / N° VME |
| Solicitation Closes – L'invitation prend fin at – à 11 :00 AM on – le August 20, 2014 | Time Zone Fuseau horaire Eastern Daylight Savings Time EDST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Inquiries to : - Adresser toutes questions à: <u>CBSA-ASFC Solicitations- Demandes de soumissions@cbsa- asfc.gc.ca</u> | Buyer Id – Id de l'acheteur |
| Telephone No. – N° de téléphone : 613-941-7158 | FAX No. – N° de FAX N/A |
| Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : Canada Border Services Agency Agence des services frontaliers du Canada | |

**Instructions : See Herein
Instructions: Voir aux présentes**

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



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PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Insurance Requirements, the Technical Mandatory Criteria, and the Financial Evaluation of Proposal (Pricing Table).

2. Summary

The purpose of this contract is to secure the on-site presence of an offload contractor to provide offload services at Designated Commercial Offices within Canada, as listed in Annex "C" - Designated Commercial Offices. This contract provides services for fifteen Designated Commercial Offices consisting of - Pacific Hwy (BC), Kingsgate (BC), Huntington (BC), Osoyoos (BC), Coutts (AB), Emerson (MB), Sarnia Blue Water Bridge (ON), Windsor Ambassador Bridge (ON), Fort Erie Peace Bridge (ON), Niagara Queenston Bridge (ON), Landsdowne (ON), Lacolle (QC), St-Armand/Philipsburg (QC), Woodstock (NB) and St. Stephen (NB). At the request of a carrier the contractor will provide the safe unloading and reloading of cargo that has been identified for examination by CBSA.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

4. Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

2. Submission of Bids

Bids must be submitted only to Canada Border Services Agency (CBSA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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

The Bidder must ensure that the Bidder's name, return address, "solicitation number" and closing date appear legibly on the outside of the envelope containing the Bidder's proposal. Proposals submitted in response to this RFP will not be returned.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects



the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

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

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

5. Applicable Laws

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



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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies and 1 soft copy on *CD or DVD*)

Section II: Financial Bid (2 hard copies and 1 soft copy on *CD or DVD*)

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 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; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement.

To assist Canada in reaching its objectives, bidders should :

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

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Fee Schedule, Annex "B". . As this contract is intended to provide service at a national level the Bidders will be required to provide services at all Designated Commercial Offices (DCO) identified in Annex "C"..



Section III: Certifications

The certifications should be submitted with the bid but may be completed and submitted after bid close, but must be submitted prior to contract award.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Proposals will be evaluated as follows:

1.1.1 Mandatory Technical Criteria

Compliance with all the Mandatory (M) Requirements listed under Annex "H", Article 1.0 is required. Proposals not meeting all the mandatory requirements will be rendered non-responsive and will be given no further consideration. Only proposals found to meet the mandatory requirements will be considered for point-rated evaluation.

1.1.2 Point-Rated Technical Criteria

Proposals that meet all the required Mandatory Requirements will be evaluated based on the point-rated requirements found in Annex "H", Article 2.0. Bidders must obtain a minimum pass mark of 50% (35 points out of the maximum allowable 70 points) for the technical evaluation criteria under 2.3 in order to be considered responsive. The Point-Rated Technical Criteria (2.1, 2.2 and 2.3 combined) will make up 60% of the overall score.

1.2 Financial Evaluation

Proposals declared responsive in the Technical Evaluation will be evaluated based on rates submitted in Annex "B".

The financial evaluation will make up 40% of the overall score.

1.2.1 Evaluation Methodology

Scheduled Operational Hours and Call-Back Service will be assigned a different evaluation weight percentage as follows.

Evaluation Weight Percentage:

- Scheduled Operational Hours: 20%



- Call-Back Service - Hourly Rate: 10%
- Call-Back Service - Minimum Charge: 10%

The Total Bid Price will be calculated as follows:

Step 1: The “weighted price for the Scheduled Operational Hours” will be calculated as follows: the sum of the charge per hour of labour/per person for the first hour and the charge per hour of labour/per person for the second and each additional hour will be calculated for each period. The sum obtained for the first period (October 1, 2014 to September 30, 2015) will be multiplied by two and added to the sum obtained for each of the other two periods (i.e. Sum for period October 1, 2015 to September 30, 2016 and sum for period October 1, 2016 to September 30, 2017). This amount will represent the Total Price for the Scheduled Operational Hours for all periods. The Total Price for the Scheduled Operational Hours for all periods will be multiplied by 20% to obtain the weighted price for the Scheduled Operational Hours.

Step 2: The “weighted price for Call-Back Service - Hourly Rate” will be calculated as follows: the sum of the charge per hour of labour/per person for the first hour and the charge per hour of labour/per person for the second and each additional hour will be calculated for each period. The sum obtained for the first period (October 1, 2014 to September 30, 2015) will be multiplied by two and added to the sum obtained for each of the other two periods (i.e. Sum for period October 1, 2015 to September 30, 2016 and sum for period October 1, 2016 to September 30, 2017). This amount will represent the Total Price for the Call-Back Service - Hourly Rate for all periods. The Total Price for the Call-Back Service - Hourly Rate for all periods will be multiplied by 10% to obtain the weighted price for the Call-Back Service - Hourly Rate.

Step 3: The “weighted price for Call-Back Service - Minimum Charge” will be calculated as follows: the minimum charge for the first period (October 1, 2014 to September 30, 2015) will be multiplied by two and added to the minimum charge for each of the other two periods (i.e. period October 1, 2015 to September 30, 2016 and period October 1, 2016 to September 30, 2017). This amount will represent the Total Price for the Call-Back Service - Minimum Charge for all periods. The Total Price for the Call-Back Service - Minimum Charge for all periods will be multiplied by 10% to obtain the weighted price for the Call-Back Service - Minimum Charge.

Step 4: The “Total Bid Price” will be the sum of all the “weighted prices” as calculated in Step 1, Step 2 and Step 3 above.

EXAMPLE:

RATES FOR OFFLOADING

| Ceiling Rate for the Offloading and the Reloading Services October 1, 2014 to September 30, 2015 | | |
|---|------------------------------------|--------------------------|
| | Scheduled Operational Hours | Call Back Service |
| Charge per hour of labour/per person (1st hour) | (1) \$75.00/hour | (3) \$100.00/hour |
| Charge per hour of labour/per person (2nd and each additional hour) | (2) \$50.00/hour | (4) \$75.00/hour |
| Minimum Charge for call back services | N/A | (5) \$200.00 |

| Ceiling Rate for the Offloading and the Reloading Services October 1, 2015 to September 30, 2016 | | |
|---|------------------------------------|--------------------------|
| | Scheduled Operational Hours | Call Back Service |



| | | |
|---|------------------|-------------------|
| Charge per hour of labour/per person (1st hour) | (6) \$75.00/hour | (8) \$100.00/hour |
| Charge per hour of labour/per person (2nd and each additional hour) | (7) \$50.00/hour | (9) \$75.00/hour |
| Minimum Charge for call back services | N/A | (10) \$200.00 |

| Ceiling Rate for the Offloading and the Reloading Services October 1, 2016 to September 30, 2017 | | |
|---|-----------------------------|--------------------|
| | Scheduled Operational Hours | Call Back Service |
| Charge per hour of labour/per person (1st hour) | (11) \$75.00/hour | (13) \$100.00/hour |
| Charge per hour of labour/per person (2nd and each additional hour) | (12) \$50.00/hour | (14) \$75.00/hour |
| Minimum Charge for call back services | N/A | (15) \$200.00 |

Step 1: $[(((1) + (2)) \times 2) + ((6)+(7)) + ((11)+(12))] \times 30\%$

$$[((75+50) \times 2) + (75+50) + (75+50)] \times 30\% = \mathbf{\$150.00}$$

Step 2: $[(((3) + (4)) \times 2) + ((8)+(9)) + ((13)+(14))] \times 5\%$

$$[((100+75) \times 2) + (100+75) + (100+75)] \times 5\% = \mathbf{\$35.00}$$

Step 3: $[((5) \times 2) + (10) + (15)] \times 5\%$

$$[(200 \times 2) + (200) + (200)] \times 5\% = \mathbf{\$40.00}$$

Step 4: $\$150.00 + \$35.00 + \$40.00 = \mathbf{\$225.00}$

TOTAL BID PRICE \$225.00

The lowest-priced Bidder will receive 100% of the available points (40 points), and all other Bidders will receive a prorated portion thereof, based upon their price.

| | | | | | |
|-----------------|----------|----------|----------|----------|--|
| Example: | Firm A | Firm B | Firm C | Firm D | |
| Total Bid Price | \$150.00 | \$200.00 | \$225.00 | \$335.00 | |

Points for Firm A: $\frac{150}{150} \times 40 = 40 \text{ pts}$

Points for Firm B: $\frac{150}{200} \times 40 = 30 \text{ pts}$

Points for Firm C: $\frac{150}{225} \times 40 = 26.80 \text{ pts}$

Points for Firm D: $\frac{150}{335} \times 40 = 18 \text{ pts}$



Total Maximum Score

Maximum Technical Score: 100 points (weight 60%)
Maximum Financial Score: 100 points (weight 40%)

Total Maximum Score: 200 points (100%)

1.3 Financial Capability

1.3.1 Financial Capability Requirement: The Bidder must have the financial capability to undertake this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

(a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder 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 five months before the date of the request for information by the Contracting Authority in (a) above, the Bidder must also provide the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests the information.

(c) If the Bidder 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) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests the information.

(d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder 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 Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.

(f) A detailed monthly Cash Flow Statement, covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder'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 bid solicitation. This statement must detail the Bidder'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.

1.3.2 If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.



- 1.4.3** If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 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 Bidder and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself, unless a duly executed Parental Guarantee is provided with the required information.
- 1.3.4** Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
- 1.3.5** Confidentiality: Should the Bidder 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).
- 1.3.6** Security: In determining the Bidder's financial capability to undertake this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favor of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

2. Basis of Selection - Highest combined rating of technical merit and price

2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 35 points for the technical evaluation criteria in Annex "H" under 2.3, which are subject to a minimum pass score.

2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest combined point-rated technical and financial score that meets the security requirements below will be recommended for the national contract. .

3. Security Requirement

3.1 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.

3.2 Canada will not delay the award of any contract to allow bidders to obtain the required clearance.



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. (See Annex "D" - Certifications)

1. Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program for Employment Equity - Certification

See Annex "D" - Certifications

1.2 Canadian Content Certification

1.3.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition incorporate by reference.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

- 1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 1.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS granted or approved by CISD/PWGSC/CBSA.
- 1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC/CBSA.
- 1.4 The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "F" (b) Industrial Security Manual (Latest Edition).

1.5 ADDITIONAL SECURITY REQUIREMENT:

Canada Border Services Agency (CBSA) will conduct its own personnel Reliability Status assessment on the proposed Offeror and its personnel as per the Treasury Board Secretariat of Canada's (TBS) "*Security and Contracting Management Standard*" and the *Policy on Government Security – Personnel Security Standard*, irrespective of whether such assessment has already been conducted under any such policies. The Reliability Status assessment conducted by the CBSA will include a credit check performed by an authorized security official with the CBSA's "*Personnel Security Screening Section*" (PSSS), which is independent of the Public Works and Government Services Canada's (PWGSC), "*Canadian Industrial Security Directorate*" (CISD) and the "*International Industrial Security Directorate*" (IISD).



For each proposed resource, the offeror must submit a completed signed original TBS 330-23 Form – Personnel Screening Consent and Authorization (<http://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.pdf>) upon request of the Contracting Authority prior to award of contract.

Until the credit check and all other security screening processes required by this Request for Standing Offer have been completed and the Offeror and its personnel is considered suitable by the CBSA, no standing offer will be awarded and the recommended Offeror (specifically the Offeror personnel) shall **not** be permitted access to Protected / Classified information or assets, and further, shall **not** be permitted to enter sites where such information or assets are kept.

In the event the Offeror (specifically the Offeror personnel) does not pass the security screening process required by the CBSA, the said Offeror's offer will be considered non-responsive and the next ranked offeror will be contacted. If only one offer was obtained and the proposed offeror does not meet the security requirement, then, the contracting officer will determine the next steps in order to ensure all requirements are met.

2. Contractual Relationship

This instrument does not create a contractual relationship between Canada and the carriers (third party).

3. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and Annex "A1" - Work Order.

4. Standard Clauses and Conditions

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

4.1 General Conditions

2010C (2008-12-12) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

5. Term of Contract

5.1 Period of the Contract

The period of the Contract is from October 1, 2014 to September 30, 2017 inclusive.

5.2 Option to Extend the Contract

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

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

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:
Name: Sophon Proulx
Title: Senior Supply and Business Analyst
Department: Canada Border Services Agency
Address: 473 Albert St. 8th Floor



Ottawa, Ontario K1A 0L8
Telephone : (613) 941-7158
E-mail address: Sophon.Proulx@cbsa-asfc.gc.ca

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

6.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Department: _____
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.

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.

6.3 Contractor's Representative

To be determined.

7. Fee Structure

The Contractor agrees to extend the rates provided in the Annex "B" - Fee Structure, to carriers for offloading services on an "as and when requested" basis.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm hourly rates, not exceeding the ceiling rates indicated in Annex "B" - Fee Structure, as applicable. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

For Call-Back services, the Contractor will be paid on an hourly rate basis or on a Minimum Charge basis, whichever is greater, in accordance with the rates indicated in Annex "B" - Fee Structure.

Collection of payments for service from carriers shall be the sole responsibility of the contractor. The fees must be fixed and not exceeding the ceiling rates indicated in Annex "B" - Fee Schedule

These rates must be displayed to the public at each Designated Commercial Office (DCO). A number of payment method options must be available, flexible and adhere to Canadian business standards, i.e. cash, cheque, credit card, debit card or standing account.

Under no circumstance shall the CBSA bear any responsibility for costs associated with the offload process nor have involvement in the financial transactions between the offload service provider and the carriers.

Carriers can perform the offload themselves or engage another service provider of their choice to do this.



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.

8.2 Canadian Content Certification

8.2.1 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.

8.2.2 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.

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

9. Applicable Laws

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

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 (2010-01-11) General Conditions - Services (Medium Complexity) apply to and form part of the Contract;
- (c) Annex "A" - Statement of Work;
- (d) Annex "A1" - Offload Report
- (e) Annex "B" - Fee Schedule
- (f) Annex "C" - Designated Commercial Offices - Operational Requirements
- (g) Annex "D" - Certifications
- (h) Annex "E" - Monthly Report
- (i) Annex "F" - Security Requirements Check List
- (j) Annex "G" - Insurance Requirements



11. SACC Manual Clauses

11.1 Insurance Requirement

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

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

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



ANNEX "A"

STATEMENT OF WORK

BACKGROUND

In the commercial environment, the Customs Act establishes a legal obligation for the carrier to report goods to the Canada Border Services Agency (CBSA). The Customs Act further establishes a legal obligation for the operator of the conveyance ("hereafter referred to as the "carrier") if requested by a CBSA officer to present the goods for examination by removing any covering from the goods, unloading any conveyance or opening any part of the conveyance, or opening or unpacking any package or container that a CBSA officer wishes to examine. All persons reporting goods bear full and exclusive responsibility for all costs associated with the offloading and reloading of the conveyance.

The carrier may engage any service provider to perform the offloading service provided they meet the requirements of the CBSA in that they have the appropriate equipment and their staff is security cleared as outlined in this document.

In order to facilitate the efficient performance of these services, the CBSA requires a qualified service provider ("hereafter referred to as the "contractor") to be available to provide offloading services at the request of the carrier, should the carrier wish to use those services instead of another service provider, at the fifteen (15) Designated Commercial Offices across Canada as listed in Annex "A1" - Designated Commercial Offices.

SCOPE

The contractor will be required to provide service at the fifteen (15) Designated Commercial Offices across Canada as listed in Annex "A1", during the corresponding hours of service for each facility. In cases where the service will be provided on a "call Back" basis, the contractor must report to the appropriate Designated Commercial Office within 2 (two) hours of receiving the request. "Call-Back" services are applicable before and after operational hours for DCOs with scheduled operational hours or at all times for DCOs with no scheduled operational hours - 100% call-back (see Annex A1).

In addition, the Contractor will be required to maintain a pool of readily available staff (labourers) that can be called in on short notice to assist with manual offloads or special situations that may require additional help. This additional staff would not be expected to operate the forklift or other equipment.

At the request of the CBSA and the approval of the carrier, the contractor will remove goods from the conveyance, break down pallets where necessary and place goods on a conveyor belt when required and open or unpack any package that a CBSA officer wishes to examine. After examination, the contractor will reload the goods into the conveyance in the same manner and condition as prior to offload (i.e. palletized and shrink-wrapped, etc.)

Depending on the nature of the cargo, the offloading and reloading process may require the use of automated equipment such as an electric forklift with or without specialized secondary equipment, or it may be manually offloaded by hand. A "partial offload" consists of the removal of up to 75% of the goods from the conveyance. A "full offload" will consist of complete the removal of all the goods from the conveyance.



TASKS / CONSTRAINTS

1. Work Organization

The Contractor will ensure that:

- He has the capability to provide offloading services during the hours specified at the fifteen (15) Designated Commercial Offices across Canada as listed in Annex "A1". For all call-back service requests, the contractor must report to the appropriate Designated Commercial Office within 2 (two) hours of receiving the on-call request.
- During Operational hours, charges to the carrier apply for actual time of work for the process of offloading and reloading the truck or trailer (excluding CBSA examination time). As a guide, the full offload and reload of a 53' trailer of bulk goods requiring manual handling should not normally exceed 6 (six) hours. A full offload and reload of a 53' trailer using automated equipment should not normally exceed 4 (four) hours. These guidelines consider commencing charges when the physical process of offloading begins and ending when the conveyance has been completely reloaded.
- For Call Back services, charges to the carrier apply for actual time of work including time waiting for completion of the CBSA for examination.
- Collection of payments for service from carriers shall be the sole responsibility of the contractor. The fees must be fixed and based on the price proposal submitted in the format described in Annex "B" – Fee Schedule. These rates must be displayed to the public at each Designated Commercial Office. Payment options available to the public must be flexible and adhere to Canadian business standards, i.e. cash, cheque, credit card, debit card or standing account. Under no circumstances shall the CBSA bear any responsibility for costs associated with the offload process nor have involvement in the financial transactions between the offload service provider and its' clients.
- A telephone number is displayed in each of the fifteen (15) Designated Commercial Offices indicating the hours of service and how the service provider can be reached 24 hours a day, 7 days a week.
- When requested, the contractor must have the ability to provide carriers with service in both official languages (English and French).
- The contractor will maintain a hard copy record of all offloads by completing Annex "A2" - "Offload Report" for each offload performed. A copy of the report will be provided to the carrier at the time of offload and a copy will be kept on file and will be made available to the CBSA upon request.
- The contractor will also maintain a photographic record of each offload performed and make them available to the CBSA upon request; these photos will be taken before the offload, at 20% increments during the offload, after the trailer is empty and following the reload.
- The Offload Report and Photographic Record of the offloads will be maintained for a minimum period of one year.

*** Note: All reports are considered confidential and must be protected accordingly.**

2. Equipment and Safety

The Contractor will ensure:

- To provide primary offloading and reloading equipment (see complete list in Appendix A1), labour and materials. All primary equipment must be in place at all DCO locations within two (2) weeks of the date of the award of the contract, or by 1 July 2014, whichever is later. See capacity requirements for forklifts listed in Annex A1 - Operational Requirements.
- That all the secondary equipment listed in Annex "A1" be in place at all specified DCO locations within thirty (30) days after the contract has been awarded, or by 1 July 2014, whichever is later.
- That all equipment is maintained in safe condition and records are kept for all maintenance and repair services. Maintenance and Repair records are to be made available, as required, for examination by CBSA or other authorized officials. Maintenance must be performed on all forklifts at a minimum every three (3) months.



- That their employees are provided with necessary safety equipment and training to conform to the requirements of all applicable labour and safety legislation and standards (e.g. hard-hats, protective footwear and glasses, reflective vests, gloves, etc.). Records of training and safety certificates shall be maintained and made available as required for examination by CBSA or other authorized officials.

3. Personnel

The Contractor must ensure that:

- An appropriate number of skilled employees are available to ensure efficiency of the services at the level outlined in 1. *Work Organization* (above).
- All employees must be security cleared by the Security Directorate of CBSA at the Reliability level. Any replacement personnel must also obtain a security clearance.
- Forklift operators must meet provincial licensing requirements with regards to the operation of a forklift.
- Forklift operator, employees and proposed back-up employees must have experience in operating offload and reload equipment
- All employees must be trained and certified in the handling of cargo of various types including temperature sensitive, refrigerated and frozen food products. Employees will familiarize themselves with the information contained in the CPMA Industry Best Practices – Highway Mode (Annex I).
- All employees must be trained and certified in the handling of cargo containing hazardous materials.
- All employees must be trained and certified in the handling and transporting of cargo, chemicals, and hazardous/dangerous goods to comply with Transport Canada Regulations under the Transportation of Dangerous Goods Act (TDGA) 1992 and Regulations.
- That all employees are provided with annual refresher training and recertification (if required) in the handling of temperature sensitive, refrigerated and frozen products, and cargo containing hazardous/dangerous materials.
- A Team Leader is identified to implement and manage the offload services project.
- On-call employees report to the CBSA DCO within 2 (two) hours of receiving the on-call service requirement

CBSA OBLIGATIONS:

CBSA will make available:

- A warehouse facility for the Contractor to provide offloading services to carriers.
- Storage space for the Contractor's equipment.
- Office space with telephone and fax lines for the Contractor's personnel to be located in the warehouse facility or in an area that is not accessible to the public.
While the Contractor and their staff are not considered employees of the CBSA, they will be allowed reasonable access to washrooms and lunchrooms.

Performance Reviews

A review of the contractor's performance may be conducted by the contract authority from time to time after the contract is awarded. A review may include determining:

- Whether the contractor met the established time standards in providing offload services to carriers.
- Whether the costs charged to carriers are consistent with the fees as set out in Annex "B",.
- Whether the requirements with respect to personnel and equipment being met.
- Following-up on service complaints.

Deficiencies noted during any assessment will be forwarded to the contractor by the contract authority for resolution. Also, any performance documentation will be filed and could be used for future requirement evaluation.



Changes in Hours of Service or Designated Commercial Offices (DCO's)

In the event that a Designated Commercial Office is added or deleted from Annex "A1" or if there is a change to the hours of service, the contractor will be given thirty (30) days' notice in writing to make the appropriate changes. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

Minimum Number of Offloads

For greater certainty the Canada Border Services Agency (CBSA) will not guarantee a minimum number of offloads at any Designated Commercial Office.



Annex "A1"

OFFLOAD REPORT

Date / Time _____

Port _____

Vehicle Plate _____

Trailer Plate _____

Offload Type (Full / Part / Other) _____

CCN _____

- Offload completed without incident.
- Damaged occurred during transportation. (Carrier responsible)
- Damaged by offload service provider during offload/reload. (Offloader responsible)
- Damaged by the CBSA during inspection. (CBSA responsible)

Offload servicer provider to provide brief description of damage below (attach photos).

Offloader Representative (Print name) _____

Signature _____

Carrier Representative (Print name) _____

Signature _____

Please note



* For claims against the Offload service provider, please contact:

Insert Offloader Name

Insert Offloader Telephone Number

* For claims against the CBSA, please file a report with the Chief of the Port.

The Offload Service Provider will retain the original and provide a copy to the carrier/driver.



ANNEX "B"

FINANCIAL EVALUATION: Fee Schedule

Should the Bidder which to provide offloading services in the Western Region, the following Fee Schedule is **MANDATORY** and must be completed and submitted with the bid.

The Contractor's rates are to be all-inclusive, in accordance with all services described in the Statement of Work. This price shall be inclusive of profit and all overheads and related incidental costs (e.g. labour, material, equipment, sub-contract, travel and living, insurance, etc.). All rates must be quoted in Canadian funds, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra, if applicable, as detailed below.

The categories of rates as described below will specify that the rates are ceiling rates and will be the maximum rates subject to downward adjustment that the Contractor will apply to the carrier for any offloading services rendered at all Designated Commercial Offices under this contract.

Contract Period:

| Ceiling Rate for the Offloading and the Reloading Services October 1, 2014 to September 30, 2015 | | |
|---|------------------------------------|--------------------------|
| | Scheduled Operational Hours | Call Back Service |
| Charge per hour of labour/per person (1st hour) | (1) | (3) |
| Charge per hour of labour/per person (2nd and each additional hour) | (2) | (4) |
| Minimum Charge for call back services | N/A | (5) |

| Ceiling Rate for the Offloading and the Reloading Services October 1, 2015 to September 30, 2016 | | |
|---|------------------------------------|--------------------------|
| | Scheduled Operational Hours | Call Back Service |
| Charge per hour of labour/per person (1st hour) | (6) | (8) |
| Charge per hour of labour/per person (2nd and each additional hour) | (7) | (9) |
| Minimum Charge for call back services | N/A | (10) |

| Ceiling Rate for the Offloading and the Reloading Services October 1, 2016 to September 30, 2017 | | |
|---|------------------------------------|--------------------------|
| | Scheduled Operational Hours | Call Back Service |
| Charge per hour of labour/per person (1st hour) | (11) | (13) |
| Charge per hour of labour/per person (2nd and each additional hour) | (12) | (14) |
| Minimum Charge for call back services | N/A | (15) |



Extension of Contract Period:

Subject to extend the Contract period in accordance with Section 5.2 of the original Contract, Extension of Contract, the Offeror shall be paid the firm all inclusive rate(s), in accordance with the following table, GST/HST extra, to complete all Work and services required to be performed in relation to the Contract extension

Option Period 1:

| Ceiling Rate for the Offloading and the Reloading Services October 1, 2016 to September 30, 2017 | | |
|---|------------------------------------|--------------------------|
| | Scheduled Operational Hours | Call Back Service |
| Charge per hour of labour/per person (1st hour) | (1) | (3) |
| Charge per hour of labour/per person (2nd and each additional hour) | (2) | (4) |
| Minimum Charge for call back services | N/A | (5) |

Option Period 2:

| Ceiling Rate for the Offloading and the Reloading Services October 1, 2016 to September 30, 2017 | | |
|---|------------------------------------|--------------------------|
| | Scheduled Operational Hours | Call Back Service |
| Charge per hour of labour/per person (1st hour) | (1) | (3) |
| Charge per hour of labour/per person (2nd and each additional hour) | (2) | (4) |
| Minimum Charge for call back services | N/A | (5) |



Annex "C":

**DESIGNATED COMMERCIAL OFFICES
OPERATIONAL REQUIREMENTS**

| OFFICE | SCHEDULED OPERATIONAL HOURS | PRIMARY /SUPPLEMENTARY EQUIPMENT REQUIRED |
|---------------------------|--------------------------------|--|
| Sarnia Blue Water Bridge | Monday to Friday 10:00 – 20:00 | <i>Primary Equipment</i> 1 x 5000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 x Pallet jack. 1 x Carpet pole attachment 1 x Fork extensions (set), 1 x Slip sheet attachment 1 x Fork mounted drum lifter |
| Windsor Ambassador Bridge | Monday to Friday 10:00 – 24:00 | <i>Primary Equipment</i> 1 x 5000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 set of fork extensions, 1 pallet jack, 1 carpet roll, 1 weigh scale and 1 slip sheet attachment. |
| Fort Erie, Peace Bridge | Monday to Friday 8:00 – 24:00 | <i>Primary Equipment</i> 1 x 5000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 x Pallet jack 1 x Fork extensions (set) 1 x Slip sheet attachment. 1 x Carpet pole attachment 1 x Fork mounted drum lifter, 1 x Hydraulic clamp attach.for paper rolls, |
| Niagara Queenston Bridge | Monday To Friday 10:00 – 24:00 | <i>Primary Equipment</i> 1 x 5000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 x Pallet jack 1 x Weigh scale 1 x Fork extensions (set) |



| | | |
|-----------------------|--|---|
| | | <p>1 x Carpet pole attachment 1 x Fork mounted drum lifter</p> |
| Lansdowne | Monday to Friday 10:00 - 18:00 | <p><i>Primary Equipment</i></p> <p>1 x 4000lbs Capacity Forklift</p> |
| | | <p><i>Secondary Equipment</i></p> <p>1 x Pallet jack 1 x Weigh scale 1 x Fork extensions (set) 1 x Slip sheet attachment 1 x Hydraulic clamp attach. for bales clothes</p> |
| Lacolle | Monday to Friday 11:00 -19:00 | <p><i>Primary Equipment</i></p> <p>1 x 5000lbs Capacity Forklift</p> |
| | | <p><i>Secondary Equipment</i></p> <p>1 x Pallet jack 1 x Fork Extensions (set) 1 x Slip sheet attachment 1 x Carpet pole attachment 1 x Hydraulic clamp attach. for bales paper</p> |
| St-Armand/Philipsburg | On Call | |
| Woodstock | Two (2) variable shifts (alternating) 2 weeks 10:00 – 18:00 2 weeks 12:00 – 20:00 | <p><i>Primary Equipment</i></p> <p>1 x 4000lbs Capacity Forklift</p> |
| | | <p><i>Secondary Equipment</i></p> <p>1 x Tow strap 1 x Pallet jack 1 x Fork extensions (set) 1 x Slip sheet attachment. 1 x Carpet pole attachment</p> |
| St. Stephen | Four (4) Variable Shifts (alternate) 2 weeks from 16:00 - 24:00 2 weeks from 9:00 - 17:00 2 weeks from 10:00 - 18:00 2 weeks from 12:00 - 20:00 | <p><i>Primary Equipment</i></p> <p>1 x 4000lbs Capacity Forklift</p> |
| | | <p><i>Secondary Equipment</i></p> <p>1 x Tow strap 1 x Pallet jack 1 x Pallet puller 1 x Fork extensions (set) 1 x Electric air compressor to refill airbags, 1 x Hydraulic clamp attach. for bales clothing and paper rolls.</p> |



| | | |
|-----------------|---|--|
| Pacific Hwy, BC | Monday 8:00 to Saturday 8:00 (24/5) | <i>Primary Equipment</i> 1 x 5000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 x Pallet jack 1 x Weigh scale 1 x Fork extensions (set) 1 x Carpet pole attachment. 1 x Slip sheet attachment 1 x Hydraulic clamp attachment for bale rolls 1 x Fork mounted drum lifter |
| Kingsgate, BC | Monday to Friday 9:00 - 17:00 | <i>Primary Equipment</i> 1 x 4000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 x Pallet jack 1 x Fork extensions (set) 1 x Slip sheet attachment |
| Huntington, BC | Monday to Friday 9:00 – 17:00 | <i>Primary Equipment</i> 1 x 4000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 x Pallet jack 1 x Fork extensions (set) 1 x Slip sheet attachment |
| Osoyoos, BC | Monday to Friday 10:00 – 18:00 | <i>Primary Equipment</i> 1 x 4000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 x Pallet jack 1 x Fork mounted drum lifter 1 x Fork extensions (set) 1 x Carpet pole attachment |
| Coutts, AB | Monday to Friday 9:00 – 17:00 | <i>Primary Equipment</i> 1 x 5000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 x Pallet jack 1 x Fork extensions (set) 1 x Slip sheet attachment. |
| Emerson, MB | Monday | <i>Primary Equipment</i> |



| | | |
|--|---------------------------|--|
| | to Friday 9:00 – 17:00 | 1 x 4000lbs Capacity Forklift |
| | | <i>Secondary Equipment</i> 1 x Pallet jack 1 x Fork extensions (set) 1 x Slip sheet attachment. |

- NB:**
- **Call Back services are required at all locations outside of the scheduled operational hours.**
 - **The Supplementary Equipment and Operational Hours may be modified at any time to fulfill the CBSAs operational requirements. The contractor will have 30 day notice to implement these changes.**
 - **The Primary and Secondary Equipment will be no older than 5 years in age.**



ANNEX "D"

CERTIFICATIONS

1. Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

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

2. Federal Contractors Program for Employment Equity - \$200,000 or more

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

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

2.2 If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

2.3 The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

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

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

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from

HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

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

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



ANNEX "E"

Monthly Report - Border Offload Statistics

Location/Designated Commercial Office: _____

For the Month/Year: _____

| Monthly Report - Border Offload Statistics | | | | | |
|--|-----------------------------|---------------|-----------|------------------|----------------|
| Date | Scheduled Operational Hours | Full Offloads | Call Back | Partial Offloads | Total Offloads |
| 1 | 0 | | 0 | | 0 |
| 2 | 0 | | 0 | | 0 |
| 3 | 0 | | 0 | | 0 |
| 4 | 0 | | 0 | | 0 |
| 5 | 0 | | 0 | | 0 |
| 6 | 0 | | 0 | | 0 |
| 7 | 0 | | 0 | | 0 |
| 8 | 0 | | 0 | | 0 |
| 9 | 0 | | 0 | | 0 |
| 10 | 0 | | 0 | | 0 |
| 11 | 0 | | 0 | | 0 |
| 12 | 0 | | 0 | | 0 |
| 13 | 0 | | 0 | | 0 |
| 14 | 0 | | 0 | | 0 |
| 15 | 0 | | 0 | | 0 |
| 16 | 0 | | 0 | | 0 |
| 17 | 0 | | 0 | | 0 |
| 18 | 0 | | 0 | | 0 |
| 19 | 0 | | 0 | | 0 |
| 20 | 0 | | 0 | | 0 |
| 21 | 0 | | 0 | | 0 |
| 22 | 0 | | 0 | | 0 |
| 23 | 0 | | 0 | | 0 |
| 24 | 0 | | 0 | | 0 |
| 25 | 0 | | 0 | | 0 |
| 26 | 0 | | 0 | | 0 |
| 27 | 0 | | 0 | | 0 |
| 28 | 0 | | 0 | | 0 |
| 29 | 0 | | 0 | | 0 |



| | | | | | |
|----|---|--|---|--|---|
| 30 | 0 | | 0 | | 0 |
| 31 | 0 | | 0 | | 0 |



ANNEX "F": SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité
UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- RELIABILITY STATUS / COTE DE FIABILITE
CONFIDENTIAL / CONFIDENTIEL
SECRET / SECRET
TOP SECRET / TRÈS SECRET
TOP SECRET - SIGINT / TRÈS SECRET - SIGINT
NATO CONFIDENTIAL / NATO CONFIDENTIEL
NATO SECRET / NATO SECRET
COSMIC TOP SECRET / COSMIC TRÈS SECRET
SITE ACCESS / ACCÈS AUX EMPLACEMENTS

Special comments:
Commentaires spéciaux : For access to certain areas only (Examination areas).

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté?

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED





Government of Canada / Gouvernement du Canada

| |
|---|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité <i>UNCLASSIFIED</i> |

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
Commentaires spéciaux : For access to certain areas only (Examination areas).

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

TBS/SCT 350-103(2004/12)

| |
|---|
| Security Classification / Classification de sécurité <i>UNCLASSIFIED</i> |
|---|





Government of Canada / Gouvernement du Canada

| |
|---|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité <i>UNCLASSIFIED</i> |

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category / Catégorie | PROTECTED / PROTÉGÉ | | | CLASSIFIED / CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|--|---------------------|---|---|-----------------------------|--------|--------------------------|---|---------------------------------------|-------------|--|---------------------|---|---|-----------------------------|--------|--------------------------|
| | A | B | C | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET | NATO RESTRICTED / NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL / NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET / COSMIC TRÈS SECRET | PROTECTED / PROTÉGÉ | | | CONFIDENTIAL / CONFIDENTIEL | SECRET | TOP SECRET / TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assets / Renseignements / Biens / Production | | | | | | | | | | | | | | | | |
| IT Media / Support TI | | | | | | | | | | | | | | | | |
| IT Link / Lien électronique | | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

| |
|---|
| Security Classification / Classification de sécurité <i>UNCLASSIFIED</i> |
|---|



Government of Canada / Gouvernement du Canada

| |
|--|
| Contract Number / Numéro du contrat |
| Security Classification / Classification de sécurité |

| | | | |
|---|--|---|--|
| PART D - AUTHORIZATION / PARTIE D - AUTORISATION | | | |
| 13. Organization Project Authority / Chargé de projet de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) Marc Tessier | Title - Titre A/ Senior Program Officer | Signature <i>Marc Tessier</i> | |
| Telephone No. - N° de téléphone 613-954-6895 | Facsimile No. - N° de télécopieur 613-954-7558 | E-mail address - Adresse courriel marc.tessier@cbsa-asfc.gc.ca | Date 2014-02-13 |
| 14. Organization Security Authority / Responsable de la sécurité de l'organisme | | | |
| Name (print) - Nom (en lettres moulées) <i>Luc Beaudoin</i> | Title - Titre <i>Security Analyst</i> | Signature <i>Luc Beaudoin</i> | |
| Telephone No. - N° de téléphone <i>613-941-8757</i> | Facsimile No. - N° de télécopieur <i>613-941-6105</i> | E-mail address - Adresse courriel <i>Luc.Beaudoin@CISA.gc.ca</i> | Date <i>MAR 04 '14</i> |
| 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? | | | <input checked="" type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui |
| 16. Procurement Officer / Agent d'approvisionnement | | | |
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature | |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |
| 17. Contracting Security Authority / Autorité contractante en matière de sécurité | | | |
| Name (print) - Nom (en lettres moulées) | Title - Titre | Signature | |
| Telephone No. - N° de téléphone | Facsimile No. - N° de télécopieur | E-mail address - Adresse courriel | Date |

| |
|--|
| Security Classification / Classification de sécurité |
|--|



ANNEX "G"

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 endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.



- (l) Owners' or 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) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the 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.

- (e) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27



ANNEX "H"

Evaluation Criteria

1.0 MANDATORY REQUIREMENTS

The mandatory criteria will be evaluated on a "Met/Not Met" (i.e. compliant/non-compliant) basis. Proposals must demonstrate compliance with all of the following Mandatory requirements and must provide the necessary documentation to support a determination of compliance. Proposals that fail to meet any mandatory requirements will be deemed non-responsive and given no further consideration.

** Merely stating the experience is not sufficient and the proposal will be deemed non-compliant. **

Please indicate the location in your proposal where the requested information can be found for both the mandatory and point rated requirements.

| Item | Description of Criteria | Bidder Must Demonstrate that the Criteria is Met by Providing the Following: | Bid Section and Page No. |
|------|--|---|--------------------------|
| M1 | The Bidder's firm must have been in the business of handling freight in the area of warehousing and/or trucking for a minimum of five (5) years within the last ten (10) years. | <p>Bidder must provide a statement to confirm the number of years (M/Y) the firm has been in the business of handling freight in the area of warehousing and/or trucking.</p> <p>The bidder must also provide a description of projects performed by the company as well as the periods (M/Y - M/Y) for each project related to the statement of work, supporting this minimum number of years of experience.</p> <p>In the case of a joint venture, all firms included in the joint venture must meet the minimum five (5) years requirement. In the case of the recent amalgamation of two (2) or more firms, at least one of the firms must meet the minimum five (5) years requirement.</p> <p>CBSA reserves the right to request proof of any information provided by the Bidder.</p> <p>If the information cannot be validated, the Bidder's proposal will be considered non-compliant.</p> | |
| M2 | The Bidder must identify a Team Leader with a minimum of five (5) years management experience within the last ten (10) years in the handling of freight in the area of warehousing and/or trucking. The Team Leader is to implement and manage the Offload Services Project. | <p>Bidder must identify and provide a resume for the Team Leader. The resume must clearly indicate the Team Leader's qualifications and include all of the following:</p> <ul style="list-style-type: none"> - Name - Years of experience in the Management of the handling of freight in the area of warehousing and/or trucking (M/Y - M/Y) - A precise description of projects/tasks performed for each position, as well as the period(s) in which you occupied the position(s) | |



| | | | |
|--|--|--|--|
| | | <p>(M/Y - M/Y) related to the statement of work and the client for whom the work was done, supporting the minimum number of years of experience.⁴¹</p> <p>- Two (2) recent client references (for work performed within last 7 years).</p> <p>CBSA reserves the right to request proof of any information provided by the Bidder.</p> <p>If the information cannot be validated, the Bidder's offer will be considered non-compliant.</p> | |
|--|--|--|--|

2.0 POINT RATED CRITERIA

2.1 Proposed Organization

| Item | Description of Criteria | Bidder Should Demonstrate that the Criteria is Met by Providing the Following: | Bid Section and Page | Grading Breakdown (For number of years of work experience in excess of 5 years) | Max. Points |
|------|--|--|----------------------|--|-------------|
| R2.1 | Points will be awarded for experience in excess of the minimum five (5) years' experience handling freight in the area of warehousing and/or trucking. Required for mandatory criteria M1.1, within the last fifteen (15) years. | <p>Per 1.1 above.</p> <p>The information provided for criteria 1.1 should also be provided for experience in excess of the minimum five (5) years.</p> <p>CBSA reserves the right to request proof of any information provided by the Bidder.</p> | | <p>1 add year = 2 points</p> <p>2 add. years = 4 points</p> <p>3 add. years = 6 points</p> <p>4 add. years = 8 points</p> <p>5 add. years = 10 points</p> <p>6 add. years = 12 points</p> <p>7 add. years = 14 points</p> <p>8 add. years = 16 points</p> <p>9 add. years = 18 points</p> <p>10 add. years = 20 points</p> | 20 |

2.2 Contractor's Proposed Team Leader

| Item | Description of Criteria | Bidder Should Demonstrate that the Criteria is Met by Providing the Following: | Bid Section and Page | Grading Breakdown (For number of years of work experience in excess of 5 years) | Max. Points |
|--------|---|--|----------------------|--|-------------|
| R2.2.1 | Points will be awarded for the Team Leader's management experience in the handling of | <p>Per 1.2 above.</p> <p>The information</p> | | <p>1 add year experience = 1 point</p> | 10 |



| | | | | | |
|--|---|--|--|--|--|
| | <p>freight in the area of warehousing and/or trucking that surpasses the minimum five (5) years within the last ten (10) years. An additional point will be given for each year the Team Leader has been continuously employed with the bidding company Required for mandatory criteria M1.2, within the last ten (10) years.</p> | <p>provided for criteria 1.2 should also be provided for experience in excess of the minimum five (5) years.</p> <p>CBSA reserves the right to request proof of any information provided by the Bidder.4242</p> | | <p>2 add. years' experience = 2 points</p> <p>3 add. years' experience = 3 points</p> <p>4 add. years' experience = 4 points</p> <p>5 add. years' experience = 5 points</p> <p>1 year with company = 1 point</p> <p>2 years with company = 2 points</p> <p>3 years with company = 3 points</p> <p>4 years with company = 4 points</p> <p>5 years with company = 5 points</p> | |
|--|---|--|--|--|--|

2.3 Contractor's Proposed Methodology

Bidders must obtain a minimum score of 50% (35 / 70 points) for evaluation criteria under 2.3 in order to be considered responsive.

| Item | Description of Criteria | Bidder Should Demonstrate that the Criteria is Met by Providing the Following: | Bid Section and Page | Grading Breakdown | Max. Points |
|--------|-----------------------------------|--|----------------------|-------------------|-------------|
| R2.3.1 | Proposed Approach and Methodology | In their proposal the bidder should demonstrate their understanding of the requirements contained in Annex "A" - Statement of Work (SOW) and explain how they intend to meet these requirements. | | 10 points | 20 |



| | | | | | |
|--------|---------------------|--|--|--|----|
| | | <p>Bidders should demonstrate their capability and describe their approach in a concise and clear manner for carrying out the work as detailed in Annex "A", Statement of Work (SOW)</p> <p>The proposal should also clearly demonstrate how the bidder will approach the offload of specialized cargo such as temperature sensitive/perishable goods. What are their proposed procedures, plans to procure specialized equipment if required, such as reefers, etc...</p> | | 10 points | |
| R2.3.2 | Staffing/Training . | <p>The bidder should submit a proposal plan that will clearly demonstrate how he will staff all locations with a licensed forklift operator as described in the Statement of Work (SOW), by 1 July 2014 (assuming contract award by 15 June 2014).</p> <p>The plan should demonstrate how they will maintain a pool of readily available and trained staff that can be called in on short notice to assist with manual offloads and/or act as a contingency if the primary resources are unavailable (sick, vacation, etc...)</p> <p>The plan should also detail how the bidder will ensure that:</p> <p>Forklift operators are licensed to operate an electric forklift and trained in the use of all associated forklift attachments required to perform specialized offloads.</p> | | 10 points 10 points 5 points | 30 |



| | | | | | |
|--------|-----------|--|--|--------------------------|----|
| | | All staff are trained and certified in the handling of dangerous goods/hazardous materials. They should also be trained, certified and experienced in offloading specialized cargo such as temperature sensitive/perishable goods. | | 5 points | |
| R2.3.3 | Equipment | <p>The bidder should submit a proposal plan that will demonstrate how they will ensure that the primary equipment (Electric Forklift) will be in place as described in the Statement of Work (SOW) at all locations by 1 July 2014 (assuming a contract award by 15 June 2014).</p> <p>The plan should also demonstrate how the bidder will ensure that the secondary equipment required to perform specialized offloads will be in place as described in the Statement of Work (SOW) at all locations by 1 July 2014 (assuming a contract award by 15 June 2014).</p> | | 5 points 5 points | 10 |
| | | | | | |



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|--------|-----------------------------|--|--|--------------------------|----|
| R2.3.4 | Records and Payment Options | <p>The bidder will maintain a record of each offload performed by completing the approved offload report and taking photographs. These records will be retained for a period of one (1) year.</p> <p>The bidder will provide the client with a number of payment options such as cash, cheque, debit card, credit card or account billing. .</p> | | 5 points 5 points | 10 |
|--------|-----------------------------|--|--|--------------------------|----|



ANNEX "I"

Canadian Produce Marketing Association (CPMA) Best Practices Guide

1.0 REQUIREMENTS

The bidder will ensure that all employees are trained, certified and experienced in the offloading of temperature sensitive, refrigerated and frozen products.

Refresher training will be provided on an annual basis to ensure that employees are familiar with the best practices identified in "*Importance of the Cold Chain*" (p.5) and "*The Safe Handling, Offloading and Reloading of Produce*" (pp.5-6) in the Canadian Produce Marketing Association's (CPMA) Handbook Industry Best Practices – Highway Mode.