

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

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

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

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Material Traffic Division /Division du transport du
matériel
11 Laurier St. / 11, rue Laurier
7B3, Place du Portage, Phase III
Gatineau, Québec K1A0S5

Title - Sujet NCR WAREHOUSING & STORAGE	
Solicitation No. - N° de l'invitation 08009-140060/B	Date 2014-09-03
Client Reference No. - N° de référence du client 20140060	GETS Ref. No. - N° de réf. de SEAG PW-\$\$LM-004-65661
File No. - N° de dossier Im004.08009-140060	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-10-08	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Ogbumor, Alfred	Buyer Id - Id de l'acheteur Im004
Telephone No. - N° de téléphone (819)956-3589 ()	FAX No. - N° de FAX (819)956-4944
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

08009-140060/B

Amd. No. - N° de la modif.

File No. - N° du dossier

Im00408009-140060

Buyer ID - Id de l'acheteur

Im004

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

20140060

CCC No./N° CCC - FMS No/ N° VME

REQUEST FOR STANDING OFFER (RFSO)

WAREHOUSE SPACE - MARSHALING WAREHOUSING

SERVICES TO BE PROVIDED TO:

DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT (DFATD)

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TITLE: WAREHOUSE SPACE - MARSHALING WAREHOUSING**PART 1 - GENERAL INFORMATION****1. Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, Specifications for Packing and Crating, Insurance requirement, 10km Radius Map and Security Requirement.

2. Summary

(i) To provide marshalling, warehousing and related services which include, but not limited to receiving, unpacking, inspecting, sorting, racking, grouping, repackaging, crating, data recording, asset tagging, inventory control and shipment preparation for a wide variety of furniture, furnishings, appliances, office supplies, IT equipment, vehicles and other materiel on behalf of the Department of Foreign Affairs Trade and Development (DFATD). Provide local transportation services (pick-up and delivery) to all DFATD locations within the National Capital Region (NCR).

Note: DFATD will provide a copy of the Purchase Order (PO), via its enterprise automated system, to the Contractor's Warehouse staff to render the aforementioned services. This document (PO) will serve as a written authorization from a variety of DFATD sources including the DFATD Warehouse Manager and/or his or her alternate.

(ii) It is the intent to issue one (1) Standing Offer

(iii) The Period of the Standing Offer:

The term of the Standing Offer will be for a period of three (3) years commencing from 01 December 2014 to 30 November 2017 with an irrevocable option on the part of Canada to extend the period of the Standing Offer by up to two (2) additional option years of one (1) year each from 01 December 2017 to 30 November 2018 and from 01 December 2018 to 30 November 2019.

(iv) "The requirement is subject to the provisions of the Agreement on Internal Trade (AIT) and is limited to Canadian goods and/or services."

(v) Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror or other related information as needed, pursuant to section 01 of Standard Instructions 2006. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification Form.

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS**1. Standard Instructions, Clauses and Conditions**

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

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

The 2006(2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

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

2. Submission of Offers

- a) Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.
- b) Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.1 Signature and Date

The Offeror must sign and date the first page of its Offer.

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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer 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 Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is

eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

6. Financial Security Deposits/ Irrevocable Standby Letter of Credit

If PWGSC notifies the Offeror that it will be issued a standing offer on the condition that the Offeror provides an irrevocable standby letter of credit, the Offeror shall, at its sole expense, provide financial security to the Crown within seven (7) calendar days from such notification, in the form of an irrevocable standby letter of credit in the amount of \$200,000.00 Canadian dollars pursuant to which demand may be made if the offeror is in default in carrying out any of its obligations under any contract resulting from the Standing Offer. If the Letter of Credit is not provided after seven (7) working days, Canada reserves the right to not further consider the Offer submitted. The letter of credit shall be in force for the period of the standing offer, including any extensions thereto, and shall be in a form satisfactory to Canada and its solicitors. In addition, the letter of credit shall meet the criteria specified below.

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

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

the terms and conditions of the letter of credit are complied with. The letter of credit shall:

- (a) state the face amount which may be drawn against it;
- (b) state its expiry date;
- (c) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
- (d) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (e) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No 600;
- (f) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6c) of the ICC Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No

600; and

(g) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and shall be on the letterhead of the Issuer or Confirmor. The format is left to the discretion of the Issuer or Confirmor.

7. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

8. Office of Small and Medium Enterprises (OSME)

PWGSC has established the Office of Small and Medium Enterprises (OSME) to assist suppliers in accessing and competing for opportunities in the Federal Marketplace. Its services include the Business Access Canada site found at: <https://buyandsell.gc.ca>
For specific questions or concerns about this Contract, please contact the Contracting Authority

9. Sustainable Development

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

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

The Offeror is encouraged to support sustainable development by:

1. Contributing to environmental objectives, such as:

- * Reducing greenhouse gas emissions and air contaminants;
- * Improving energy and water efficiency;
- * Reducing ozone depleting substances;
- * Reducing waste and supporting reuse and recycling;
- * Reducing hazardous waste; and
- * Reducing toxic and hazardous chemicals and substances.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer three (3) hard copies

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

Section III: Certifications one (1) hard copy

Section IV: Additional Information one (1) hard copy

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

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

3.2 Section I: Technical Offer

In their technical offer, Offerors must demonstrate their understanding of the requirements contained in the offer solicitation and explain how they will meet these requirements and carry out the work as identified in Annex "A" - Statement of Work.

Offerors must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

Offerors must also address the requirements of Part 4 Mandatory Technical Criteria M1 to M9. The technical Offer must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the offer solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that

Offerors address and present topics in the order of the evaluation criteria under the same headings.

To avoid duplication, Offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed Part 4; Evaluation Procedures, contains additional instructions that Offerors should consider when preparing their Technical Offer.

3.3 Section II: Financial Offer

(a) Offerors must submit their financial offer in accordance with the "Basis of Payment" detailed in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

When preparing their financial Offer, Offerors should review the Basis of Payment in Annex B and clause 1.2, Financial Evaluation of Part 4.

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

(c) Offerors are requested to insert "Price" for all item as set out in the price tables (Basis of Payment - Annex B). **If the Offeror leaves any price blank, Canada will treat the price item as "blank" for evaluation purposes and any Offeror who does not insert price for an item and left it blank will be declared non-responsive.** Offeror must insert \$0.00 for price item where there is no cost.

(d) The Offeror must submit firm unit price by using the Basis of Payment in Annex B.

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

i) Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

ii) If the date of the financial statements in (a) above is more than five months before the date of the Request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this Information.

iii) If the Offeror has not been in business for at least one full fiscal year, the following must be provided:

- the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
- the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.

iv) A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.

v) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.

vi) If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.

vii) If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required Information.

f) Financial Information Already Provided to PWGSC: The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and

b. the Offeror authorizes the use of the information for this requirement.

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

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

h) Confidentiality: If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).

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

3.4 Section III: Certifications

Offerors must submit the certifications required under Part 5.

3.5 Section IV: Additional Information

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria. Offeror evaluation will be conducted in a two-step process based on Mandatory Criteria and Financial Evaluation.

(b) Offeror can submit only one Offer. For the purpose of this Request for Standing Offer, individual members of a joint venture soliciting in their own capacity are not considered the same Offeror as a joint venture in which they form a part. The Offer must be by the Offeror itself and does not include the offer of any proposed subcontractors, any affiliate(s) of the Offeror or any corporate predecessor.

(c) An evaluation team composed of representatives of Canada will evaluate the offers.

(d) If Canada seeks clarification or verification from the Offeror about its offer, the Offeror will have two (2) working days (or a longer period if specified in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-responsive.

(e) If PWGSC notifies the Offeror that it intends to issue a standing offer, the Offeror shall, at its sole expense, provide financial security to the Crown within seven (7) calendar days from such notification, in the form of an irrevocable letter of credit in the amount of \$200,000.00 Canadian dollars. If the Letter of Credit is not provided, Canada reserves the right not to further consider the Offer submitted.

1.1 Technical Evaluation

(a) Each offer will be reviewed to determine whether it meets the mandatory requirements of the offer. All elements of the Request for Standing Offer that are mandatory requirements are identified specifically with the words "must" or "mandatory" Offers that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

(b) For reference checks, Canada may conduct reference checks in writing by e-mail or phone. Response is to be received within 5 working days. On the third working day after sending out the e-mails, if Canada has not received a response, Canada will notify the Offeror by e-mail, to allow the Offeror to contact its reference directly to ensure that it responds to Canada within 2 working days. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information evaluated. Crown references will be accepted.

1.1.1 Mandatory Technical Criteria

The Offer must meet ALL the Mandatory Technical Criteria's **M1 to M9**, specified below.

Offerors

are advised to give special attention to each criterion.

Each mandatory criterion should be addressed separately.

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

M1 Legal Entity

A copy of the registration papers of the company must be provided to identify the laws under which the entity was registered or formed. This information must show the corporate name as well as the year of incorporation and registration number. This also applies to Offeror(s) submitting as a joint venture.

M2 Company Information

The Offeror must provide the following Information:

- Procurement Business Number (PBN);
- Official company legal name;
- Company address;
- Contact name and title;
- Phone Number;
- Fax Number;
- Email address.

M3 Warehouse Location

The Offeror's "primary" facilities for the provision of the required services having a minimum of 25,000m³ must be located in the National Capital Region (NCR) within a 10 kilometre (km) radius of 125 Sussex Drive. Ottawa, Ontario. See map provided in Annex E.

A "secondary" location offering up to 1,000m³ of net storage space on an "as and if required basis" must be located within a 5km radius of the "primary" warehouse.

Note: It will be considered acceptable if the additional 1000m³ net storage space available is in or adjacent to the "primary" location. Also, this secondary location is not required to be "exclusive use" however; access control must be secure and maintained.

The Offeror must provide a description of the proposed Primary and Secondary warehouse facilities and show that they fully meet the specifications of the Statement of Work (SOW) Annex A (Section 15, 16, 18 & 19).

This description must include the following elements as a minimum:

i) Primary Location:

- The address of the Warehouse within a 10 km radius of 125 Sussex Drive (Please see map provided);
- The size (minimum 25,000m³) and description of the proposed warehouse; (length, width and height);
- An accurate floor plan diagram of the proposed warehouse in accordance with the requirements from SOW Annex A sections 18, 20 & 23;
- If other than at the "Primary" warehouse facility, the location where vehicles will be stored;

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-
- Facilities/equipment necessary to carry out all phases of receiving, packing, crating, shipping, preparation, and storage as per SOW Annex A, section 25;
 - Security systems (alarms, camera's etc.);
 - A valid certificate from the fire department of the City must be in place and copy provided.

ii) Secondary Location:

On an "as and if required basis", the Offeror must have available a possible additional 1,000m3 of net storage space.

- The address of the Warehouse within a 5km radius of the "primary" location above;
- Cubic capacity of warehousing space available;
- An accurate floor plan diagram of the proposed warehouse (or defined area within that warehouse);
- Receiving and shipping facilities available at this location;
- Physical security features / systems / processes at this location.

Note: DFATD reserves the right to do a physical inspection of the above facilities prior to the award of the Standing Offer.

M4 Company Experience

The Offeror must clearly demonstrate that it has experience and ability to provide services similar to the activities described in the Statement of Work (SOW). The Offeror must provide a brief description of recent similar projects completed by the Offeror including date and scope of the specific services provided as well as the customer's names, address and telephone number.

1. The Offeror must possess a minimum of ten (10) years of experience in the provision of the services in the (SOW Section 2) and must also provide a description of these services which include, as a minimum, all of the following activities:

- 1.1. Provision of marshaling and warehousing services;
- 1.2. Receiving and processing of orders (Purchase Orders (PO));
- 1.3. Crating, documentation and preparation of international shipments;
- 1.4. Making arrangements with Freight Forwarders, who, in turn, pick-up the goods from the Offeror's storage facility for delivery throughout the world;
- 1.5. Land transportation forwarding;
- 1.6. Logistics support;
- 1.7. Materiel tracking system input capability.

2. The Offeror must demonstrate that, over the past seven (7) years, it has provided services similar to or greater in scope and size, to the activities described in the Statement of Work, Annex A.

The Offeror **MUST** also include:

- 2.1. A brief description of two (2) different projects completed over the last seven (7) years by the firm, which clearly demonstrates the firm's ability to provide the services;
- 2.2. Each project is defined as follows: a minimum of two (2) years each of ongoing business with a client in providing marshaling and warehousing services, crating and preparation of international shipments, of similar scope and size as described in the SOW, Annex A; and valued at a minimum of two hundred thousand (\$200,000.00) dollars excluding taxes (per project).

The Offeror must include the following details for each project:

- 2.2.1. Project Title;
- 2.2.2. Name and address of client;
- 2.2.3. Role of the Offeror in the project;
- 2.2.4. Brief description of the services provided;
- 2.2.5. Duration of each project;
- 2.2.6. Dollar value of project;
- 2.2.7. Name, titles and phone numbers of contact person (reference(s) may be checked).

Canada reserves the right to request proof of any information provided by the Offeror. If the information cannot be validated, the Offeror's proposed project(s) will not be considered which could render the Offeror's proposal non-responsive.

M5 Project Manager

The Project Manager will direct and oversee the day to day warehouse operations. This individual must be the first point of contact with DFATD/PWGSC personnel and the Standing Offer Authority and have the authority and capacity to correct, revise or action requirements as they occur throughout the period of the Standing Offer.

The Offeror must identify a Project Manager who has relevant experience in marshaling and warehouse services including preparation and necessary documentation for international shipments of similar size, scope and complexity described in the SOW, Annex A.

The proposed Project Manager must have at least seven (7) years of experience in managing projects that are similar in characteristics and scope to the SOW, Annex A.

The Project Manager must be fluent in both official languages;

1. The Offeror must provide a detailed resume for the proposed Project Manager. This resume must clearly demonstrate the qualifications of the proposed Project Manager and must include the following:
 - 1.1. Proposed Project Manager's name;
 - 1.2. Number of years of experience managing marshaling and warehousing services and the preparation of international shipments and related services;
 - 1.3. Must provide proof of participation as the responsible manager in at least two (2) major projects while providing description of projects similar or greater in scope to the activities described in the SOW, Annex A and the client for whom the work was done; Only the first two projects submitted will be evaluated; The project description must contain the following information:
 - 1.3.1. Project Title;
 - 1.3.2. Name and address of client;
 - 1.3.3. Role of the proposed Project Manager in the project;
 - 1.3.4. Brief description of the services provided;
 - 1.3.5. Duration of each project;
 - 1.3.6. Dollar value of project;
 - 1.3.7. Name, titles and phone numbers of contact person (reference(s) may be checked);
 - 1.3.8. Proposed Project Manager's language profile.
- 2.1. Must indicate period of time the proposed Project Manager has been employed by the Offeror

Canada reserves the right to request proof of any information provided by the Offeror. If the information cannot be validated, the Offeror's proposed project will not be considered which could render the offeror non-responsive.

M6 Warehouse Personnel

The Offeror must propose a team of dedicated personnel comprised of the following, as a minimum:

1. Two (2) permanent warehouse persons, one of whom is the lead (supervisor) and the other an experienced warehouse person
2. Additional labour (up to 4 qualified warehouse persons) when required to meet operational needs, at no extra charge.
 - 2.1. The Offeror must state in writing, in the offer that it has the ability to provide personnel with:
 - 2.1.1. Appropriate safety equipment for the environment (protective clothing and footwear etc);
 - 2.1.2. Related qualifications, experience and suitability;
 - 2.1.3. Formal company uniform with a visible company's Logo/ID.

The permanent Warehouse lead person must have a minimum of five (5) years of related experience in warehousing operations as well as international shipping experience to at least 3 continents around the world excluding North America

The other permanent warehouse person must possess a minimum of three (3) years of experience in warehousing operations as well as international shipping experience to at least 2 continents around the world excluding North America.

3. The Offeror must submit individual resumes for the two (2) persons (warehouse lead and warehouse person) proposed above.

Each resume must clearly indicate the following:

- 3.1. Name and proposed position;
- 3.2. Education and other related qualifications / accreditations / certificates;
- 3.3. Years of experience in warehousing operations and international shipping;
- 3.4. Number of years with the Offeror's firm;
- 3.5. Client references (at least 2);
- 3.6. Language profile;
- 3.7. Level of security screening (minimum "Reliability Status").

M7 Quality Assurance Program

The Offeror must have a Quality Assurance program in place. The Offeror must describe the system or processes to be used for quality assurance and how this system will be monitored to ensure that the delivery standards and scheduled times will be met. The procedures to monitor the system and the level and ability to apply quality control procedures must be sufficient to guarantee that the level of service is consistently maintained during the period of the Standing Offer.

M8 Bond

The Offeror's Warehouse Manager and all warehouse persons must be bonded for a minimum amount of \$5,000.00 each. Proof of bonding must be submitted prior to the Standing Offer issuance. In the case of replacement personnel, the same bonding requirement applies to all replacement staff.

M9 Language

The Offeror's Project Manager and one of the warehouse persons must have a working ability to communicate orally and in writing in both the Official Languages of Canada.

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

The government reserves the right to verify all information and capabilities of the proposed staff.

1.2 Financial Evaluation

Offerors must state the cost of their services, (i.e. prices/rates), in the attached Basis of Payment in Canadian dollars, (see Annex "B")

1.2.1 Aggregate Cost

The aggregate cost to Canada for the period December 01, 2014 to November 30, 2017 and the two (2) option years will be calculated as follows:

1. Exclusive Use Space: Minimum of 25,000m³ as per SOW sections; 15, 16, 18, 20, 23 & 25.

1st year: 12 months X Offeror's rate per month = Total for 1st year

2nd year: 12 months X Offeror's rate per month = Total for 2nd year

3rd year: 12 months X Offeror's rate per month = Total for 3rd year

Option Yr. 1: 12 months X Offeror's rate per month = Total for option yr. 1

Option Yr. 2: 12 months X Offeror's rate per month = Total for option yr. 2

2. Additional Space: Minimum of 1,000m³ as per Sow section 19. The estimated volume is for evaluation purposes only. The proposed rate will be based on a full monthly charge for 30 days and prorated daily for less than 30 days.

1st year: 500m³ X Offeror's rate per m³/month X 12 months = Total for 1st year

2nd year: 500m³ X Offeror's rate per m³/month X 12 = Total for 2nd year

3rd year: 500m³ X Offeror's rate per m³/month X 12 = Total for 3rd year

Option Yr. 1: 500m³ X Offeror's rate per m³/month X 12 = Total for option yr. 1

Option Yr. 2: 500m³ X Offeror's rate per m³/month X 12 = Total for option yr. 2

3. Receiving: as per SOW sections; 2, 3, 5, 9. The estimated volume is for evaluation purposes only.

1st year: 6,000m³ X Offeror's rate per m³ = Total for 1st year

2nd year: 6,000m³ X Offeror's rate per m³ = Total for 2nd year

3rd year: 6,000m³ X Offeror's rate per m³ = Total for 3rd year

Option Yr. 1: 6,000m³ X Offeror's rate per m³ = Total for option yr. 1

Option Yr. 2: $6,000\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for option yr. 2}$

- 4. Releasing:** as per SOW sections; 6, 9 & 10. The estimated volume is for evaluation purposes only.

1st year: $7,000\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for 1st year}$

2nd year: $7,000\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for 2nd year}$

3rd year: $7,000\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for 3rd year}$

Option Yr. 1: $7,000\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for option yr. 1}$

Option Yr. 2: $7,000\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for option yr. 2}$

- 5. Crating:** as per SOW section 7. The estimated volume is for evaluation purposes only.

1st year: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for 1st year}$

2nd year: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for 2nd year}$

3rd year: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for 3rd year}$

Option Yr. 1: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for option yr. 1}$

Option Yr. 2: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for option yr. 2}$

- 6. Crating (Works of Art):** as per SOW section 7. The estimated volume is for evaluation purposes only.

1st year: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for 1st year}$

2nd year: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for 2nd year}$

3rd year: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for 3rd year}$

Option Yr. 1: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for option yr. 1}$

Option Yr. 2: $450\text{m}^3 \times \text{Offeror's rate per m}^3 = \text{Total for option yr. 2}$

- 7. Labour: as per SOW sections;** 4, 12, 13 & 14. The estimated hours are for evaluation purposes only.

1st year: $100\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for 1st year}$

2nd year: $100\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for 2nd year}$

3rd year: $100\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for 3rd year}$

Option Yr. 1: $100\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for option yr. 1}$

Option Yr. 2: $100\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for option yr. 2}$

- 8. Overtime:** as per SOW section 17. The estimated hours are for evaluation purposes only.

1st year: $30\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for 1st year}$

2nd year: $30\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for 2nd year}$

3rd year: $30\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for 3rd year}$

Option Yr. 1: $30\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for option yr. 1}$

Option Yr. 2: $30\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for option yr. 2}$

- 9. Local Cartage:** as per SOW sections 2.2, 9 & 11. The estimated hours are for evaluation purposes only.

1st year: $60\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for 1st year}$

2nd year: $60\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for 2nd year}$

3rd year: $60\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for 3rd year}$

Option Yr. 1: $60\text{hrs} \times \text{Offeror's rate per hrs} = \text{Total for option yr. 1}$

Option Yr. 2: 60hrs X Offeror's rate per hrs = Total for option yr. 2

10. Physical Inventory Count: as per SOW sections 2.1, 4.3 & 4.5. The estimated hours are for evaluation purposes only.

1st year: 40hrs X Offeror's rate per hrs = Total for 1st year

2nd year: 40hrs X Offeror's rate per hrs = Total for 2nd year

3rd year: 40hrs X Offeror's rate per hrs = Total for 3rd year

Option Yr. 1: 40hrs X Offeror's rate per hrs = Total for option yr. 1

Option Yr. 2: 40hrs X Offeror's rate per hrs = Total for option yr. 2

11. Vehicle Receiving: as per SOW sections 3, 9 & 18. The estimated quantities are for evaluation purposes only.

1st year: 18 vehicles X Offeror's rate per vehicle = Total for 1st year

2nd year: 18 vehicles X Offeror's rate per vehicle = Total for 2nd year

3rd year: 18 vehicles X Offeror's rate per vehicle = Total for 3rd year

Option Yr. 1: 18 vehicles X Offeror's rate per vehicle = Total for option yr. 1

Option Yr. 2: 18 vehicles X Offeror's rate per vehicle = Total for option yr. 2

12. Vehicle Releasing: as per SOW sections 6, 9, 10 & 18. The estimated quantities are for evaluation purposes only.

1st year: 18 vehicles X Offeror's rate per vehicle = Total for 1st year

2nd year: 18 vehicles X Offeror's rate per vehicle = Total for 2nd year

3rd year: 18 vehicles X Offeror's rate per vehicle = Total for 3rd year

Option Yr. 1: 18 vehicles X Offeror's rate per vehicle = Total for option yr. 1

Option Yr. 2: 18 vehicles X Offeror's rate per vehicle = Total for option yr. 2

13. Transition Costs:

Transition costs are meant to cover all expenses involved in transferring all warehoused stock from the successful bidder's facility to the next successful bidder's facility at the end of the Standing Offer period should they change. These costs will include releasing, loading, stuffing, bracing, local cartage deliveries and all warehouses handling charges to transfer goods between existing and winning bidder's warehouses in the NCR. The estimated volume is for evaluation purposes only.

1 (one) Time transition: 230,000kg X the Offeror's rate per hundred weight (cwt) = Total Transition Costs.

Total Aggregate evaluated Cost equals total of 1 through 13 above. Total Aggregate evaluated cost = Offeror's evaluated price.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

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Offerors must provide the required certifications and associated information to be issued a standing offer. The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006 (2014-03-01). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

2. Additional Certifications Required Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

2.1 Canadian Content Certification

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

- 1. Canadian good:** A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference

in the NAFTA Rules of Origin to "territory", is to be replaced with "Canada". (Consult Annex 3.6(9) of the Supply Manual.)

For photocopiers, computers and office equipment within Federal Supply Classification (FSC) groups 36, 70 and 74, see paragraph 6.(a).

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

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

6. Other Canadian goods and services:

- a. For photocopiers, computers and office equipment within FSC groups 36, 70 and 74, only the products of the following firms are considered Canadian goods:
 - i. MERIT Partner under the MERIT Partnership Program (administered by Industry Canada [IC] and Public Works and Government Services Canada [PWGSC]);
 - ii. Companies which, on March 31, 1992, were allocated to Priority Group 1 under the Priority Groups Policy in effect at that time; or
 - iii. CIRCLE Canada companies as agreed on by IC and PWGSC.
- b. Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

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Failure to provide this certification completed with the offer will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T

2.2 Status and Availability of Resources

The Offeror certifies that:

Should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

2.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

Contractors who bid on an initial goods and services contract, a standing offer, or a supply arrangement estimated at \$1million or more (including applicable taxes) with the Government of Canada must first certify their commitment to implement employment equity by signing the Agreement to Implement Employment Equity prior to contract award.

Contractors who are awarded an initial goods and services contract, a standing offer agreement, or a supply agreement valued at \$1M or more (including applicable taxes) are required to implement employment equity, and if representation gaps exist, to make all reasonable efforts within the context of their specific organizational environment and structural needs to close the gaps. This obligation is on-going and not only subject to the period of a specific contract.

Contractors are required to submit to HRSDC-Labour:

HRSDC-Labour will assess contractors on a risk-based basis, one year and four years after the award of an initial goods and services contract, a standing offer agreement, or a supply agreement valued at \$1M or more (including applicable taxes) and every three years thereafter.

Assessments are based on the achievement of representation results and measured against the requirements set out for the FCP. Contractors found to be in non-compliance will be ineligible for future

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goods and services contracts, standing offer agreements, or supply agreements of any value with the federal government. In addition, contractors will be placed on a public list of non-compliant contractors. A finding of non-compliance may result in the termination of the contract or setting aside of a Standing Offer.

For information on the detailed requirements as well as the framework and standards for assessment of results, please refer to the website: <http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

Signature of Authorized Company Official

Date

2.4 Hazardous Materials

The Offeror hereby certifies that all Federal, Provincial, Municipal, International and State regulations governing the transportation packaging and crating of the materiel, including dangerous goods as defined

by the International Air Transport Associations (IATA) and/or the International Maritime Organization, (IMO), (IMDG) code and adherence to any dangerous goods regulations, is or will be met and/or obtained

before the commencement of any service.

Signature of Authorized Company Official

Date

2.5 Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

Full Name of Authorized Company Official

Signature of Authorized Company Official

Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement

1. At the Request for Standing Offers closing date, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicate in Part 7A - Standing Offer;

- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, offerors should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Financial Capability

SACC Manual clause M9033T (2011-05-16) Financial Capability

1. Financial Capability Requirement: The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
- a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
 - c. If the Offeror 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 Standing Offer Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror 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 Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.

2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Offeror authorizes the use of the information for this requirement.

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

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

3. Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

2.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.

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).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) **must EACH hold a valid RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. 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).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "A" section 27. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from December 1, 2014 to November 30, 2017.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods of one (1) year each, from December 1, 2017 to November 30, 2018 and December 1, 2018 to November 30, 2019 under the same conditions and at the rates or prices specified in the Standing Offer (Basis of Payment).

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Alfred Ogbumor
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch,
Directorate: Traffic Management
Address: 11 Laurier Street, PDP, Phase III
Gatineau, Quebec. K1A 0S5
Telephone: (819) 956-3589
Facsimile: (819) 956-4944
E-mail address: alfred.ogbumor@pwgsc.gc.ca

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

5.2 Project Authority

The Project Authority for the Standing Offer is:

(Will be advised at time of issuance.)

Solicitation No. - N° de l'invitation
08009-140060/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
20140060

File No. - N° du dossier
Im00408009-140060

Im004

CCC No./N° CCC - FMS No/ N° VME

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

5.3 Offeror's Representative

Name: _____

Title: _____

Company: _____

Address: _____

Telephone: _____

Cell Phone: _____

Facsimile: _____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

The primary Identified User authorized to make call-ups against the Standing Offer is the Department of Foreign Affairs, Trade and Development.

The secondary Identified User authorised to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

8. Call-up Procedures

It is the intent to issue one (1) Standing Offer. The Identified User will issue a call-up instrument when services are required.

9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User using the Materiel Release Authorization Form or purchase order

10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, Specifications for Packing and Crating;
- g) Annex D, Insurance Requirements;
- h) Annex E, 10km Radius map;
- i) Annex F, Security Requirements Check List
the Offeror's offer dated _____.

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 Canadian Content Certification

The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause A3050T (**Canadian Content Definition**).

The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, 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 Offeror 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.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

13. Applicable Laws

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

14. Price Support

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

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

15. Disclosure of Pricing

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

B. RESULTING CONTRACT CLAUSES

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

1. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

Solicitation No. - N° de l'invitation
08009-140060/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Client Ref. No. - N° de réf. du client
20140060

File No. - N° du dossier
Im00408009-140060

Im004

CCC No./N° CCC - FMS No/ N° VME

2035 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

5.1 Basis of Payment

In consideration of the Offeror satisfactorily completing all its obligations under this Standing Offer, the Offeror will be paid in accordance with the attached Basis of Payment Annex B for Work performed pursuant to this Standing offer.

5.2 Limitation of Price

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

5.3 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada

5.4 Payment period

1. Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with section 17.

2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Offeror within fifteen (15) days of receipt. The thirty (30) day payment period begins upon receipt of the revised invoice or the

replacement or corrected Work. Failure by Canada to notify the Offeror within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

5.5 SACC Manual Clauses

5.5.1 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of sixty (60) calendar days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least sixty (60) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

6. Invoicing Instructions

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

The original and one (1) copy of the invoice together with attachments shall be forwarded to:

Attn: (Insert Name of the Originating Officer of the Material Release Authorization (MRA)
Foreign Affairs, Trade and Development/AAGW
125 Sussex Drive
Ottawa, Ontario. K1A 0G2

Invoices must be submitted no more than once a month, on the Offeror's own invoice form and must be prepared to show:

- a) Invoice Number, Date; MRA Number;
 - b) Name and address of the client department;
 - c) Shipper, Consignee;
 - d) Origin, destination;
 - e) Description of goods, weight and cube, # of pieces;
 - f) Standing Offer Number
 - g) Cost of Service, detailed separate line(s) for any applicable surcharges;
- Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Standing Offer for certification and payment.

-
- b. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Project Authority" of the Contract.

7. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

8. Damage or Loss to Crown Property

The Contractor shall reimburse Canada any cost or expenses due to the damage to or loss of Crown-owned property resulting from the Contract or the carrying out thereof, or shall, upon reasonable notice, promptly repair such damage or substitute such loss to Canada's satisfaction.

Annex "A"

STATEMENT OF WORK

1. Background

The Department of Foreign Affairs Trade and Development (DFATD) is responsible for the shipment of Diplomatic Material/Cargo from Canada to Canada's Missions abroad. To support these shipments, DFATD requires marshalling, warehousing and related services.

2. Description of Services

The Contractor offers to provide DFATD with the services listed below, as and when DFATD may request such services and if DFATD authorizes and request such services in accordance with the provision hereof.

The Contractor must:

2.1. Provide marshalling, warehousing and related services which include, but are not limited to receiving, unpacking, inspecting, sorting, racking, grouping, repackaging, crating, data recording, asset tagging, inventory control and preparation of a wide variety of materiel intended for international shipment on behalf of DFATD;

2.2. Provide local transportation services (pick-up delivery) to all DFATD locations within the National Capital Region (NCR).

Note: The type of materiel stored and processed for shipment includes but is not limited to the following:

- Household furniture, large & small appliances and furnishings, including carpets and fixtures (some large pieces of artwork) (dishes, glassware, flatware, fine china;
- Office furniture (systems and stand-alone) and furnishings;
- IT equipment including PC's, laptops, printers, peripherals, servers, server cabinets, photocopiers, multi-function devices;
- Building systems equipment, chillers, duct work, HVAC systems, a wide variety of construction equipment such as; material and tools, plumbing, electrical, framing, hardware;
- Vehicles including cars, trucks, passenger vans;
- Exterior maintenance tools, lawn mowers, snow blowers, garden implements;
- Security Equipment such as Dasco Cabinets, shredders, x-ray machines, safes, personal protection, health and safety products and supplies.

The above mentioned services will be requested by DFATD project Authority (or other delegated individual identified by the Project Authority) using the following methods;

- Call-Up against the Standing Offer;
- Material Release Authorization form;
- Purchase Order document;
- E-mail or, if verbal, must be followed by written confirmation;
- Electronic Request via the enterprise electronic system, i.e. crating, packing, grouping,...

These methods of communication will serve as the written authorization to perform the work.

3. Receiving of Materiel

3.1. Receive and unload materiel from suppliers and/or DFATD;

3.2. Verify and inspect all materiel received to ensure that quantity, quality and specifications meet all the terms and conditions of the purchase order supplied by DFATD. All packages must be inspected to ensure that the proper product, size, colour and quantity are in accordance with the purchase order (PO). Ensure all packages are asset tagged where required as indicated in the PO. Should the goods not already be tagged at the source, it is the contractor's responsibility to tag assets appropriately. Any damage noted upon receipt of goods must be recorded on the receipt voucher and reported to DFATD within two (2) business days. Any resulting claim from visible or concealed loss or damage must be filed by the contractor, with the appropriate carrier and a copy forwarded to the project authority within three (3) business days of receipt of goods. In some cases, technical assistance will be provided by the Supplier or DFATD in the verification of certain specialty products where a specialist is required;

3.3. Ensure all receiving complies with the following transportation standards:

3.3.1. International Standards For Phytosanitary Measures No.15 guidelines (ISPM No.15) for regulating wood packaging material in International Trade, <http://www.cbsa-asfc.gc.ca/security-securite/wp-meb-eng.html>;

3.3.2. The International Plant Protection Convention (IPPC) is a multilateral treaty of the Food and Agriculture Organization (FAO) of the United Nations, <https://www.ippc.int/>;

3.3.3. The contractor must ensure that packaging, crating material and wooden pallets of received goods meet the above transportation standards and are registered by the certification program. All packaging received must also meet the European Union (EU) import requirements. Failure to recognize uncertified packaging and taking appropriate action will result in the payment, by the contractor, to Canada, of the commensurate amount of all additional costs incurred, i.e. fumigation, storage and transportation costs to correct the meeting of the above established standards.

Additional information:

It is important to note that, for exports to the European Union (EU) from Canada, China, Japan, and United States the 15 member states of the European Union are Austria, Belgium, Denmark, Finland, France, Germany, Greece, Italy, Luxembourg, Ireland, the Netherlands, Portugal, Spain, Sweden, and the United Kingdom and those added over the course of the agreement. The EU implemented new entry requirements for the import of pallets, skids, crates, boxes and other wood packaging materials constructed of coniferous wood (pine, spruce, Douglas-fir, hemlock and larch) that are used for the transportation of various commodities.

Canadian product exporters, who use wood packaging, must use products that are certified and must clearly display an approved wood certification stamp. The following website provides information relating to approved heat treatment and kiln dried softwood lumber and certified Canadian wood facilities that meet the new EU import requirements, <http://inspection.gc.ca>. The contractor will be responsible for costs stemming from improper palleting.

3.4. The contractor must process, input and retrieve all relevant data into the DFATD software program within one (1) business day of actual reception of the goods. All pertinent information must be current and accurate. The data to be captured is, as a minimum; the purchase order number; the full item description; the quantity, metric dimensions (length, width, height) and weight and/or cubic

measurement (volume) of each piece; whether the material is identified as hazardous; the Canadian dollar value; whether the order is complete or incomplete, and any discrepancy or damage observed. Corrected receipt vouchers must show an amendment number and fully describe the reason for the amendment in the body of the document;

Note: If hazardous material is receive, stored or shipped, it must be identified as such and appropriate measures taken for the proper handling and transportation in accordance with most recent WHMIS standards. Material Safety Data Sheets (MSDS) must be included by suppliers and copies kept with all organizations storing, handling or transporting such hazardous material;

3.5. Each piece must be marked with the appropriate mission or client name, receipt voucher number and the quantity of pieces that belong to each receipt, i.e. 1 of 1 or 1 of 2, 2 of 2, etc.;

3.6. DFATD will provide the contractor with "peel and stick" labels to be affixed for identification of specific furniture groupings or other eventual grouping configurations to be clearly identified i.e. Kitchen grouping includes, kitchen table, four (4) chairs, a step stool and a waste bin.

4. Special Requirements

4.1. It is recognized that, on occasion, because of the technical characteristics of some materiel, DFATD will identify an outside specialist to perform an in-depth inspection/configuration/calibration of the materiel; however, all services will be carried out under the terms of this Standing Offer. DFATD will notify the contractor prior to such inspection of material. This may involve the use of warehouse staff resources and/or equipment over a short period of time;

4.2. Designer Staging, support may be required to move and set-up various room configurations prior to shipment abroad;

4.3. From time to time DFATD commodity managers representing (i.e. security, IT, designers, Logistics Officers) will carry out a physical verification of stocks on hand. This could require the support of warehousing staff;

4.4. When emergencies arise and work must be completed within a shorter than standard period of time, upon the request and authorization of DFATD, the contractor will be remunerated for ensuing labour costs;

4.5. The contractor will, upon request, carry out full/partial physical inventory counts, of any or all material stored. All authorized inventory taking will be chargeable and records of inventory taking will be provided to the Project Authority.

5. Sorting, re-packing and preparation

5.1. Segregate materiel as identified on the Purchase Order, as per 3.5 above; sort by destination /client all materiel that is ready for shipping and/or store materiel by grouping or client. DFATD will determine what material must be stored in groupings;

5.2. In accordance with DFATD instructions, from its original packaging, re-pack goods in new packaging, using adequate and proper packing material, i.e. bubble wrap, shrink wrap, new cartons, carpet tubing, mattress bags, certified and stamped wooden skids, and strapping. Each piece must be marked with the appropriate mission or client's name, the receipt voucher number and the quantity of pieces that belong to each receipt. ie. 1 of 1 or 1 of 2, 2 of 2, etc. The Contractor will ensure that all inner cartons are in good condition. Any packaging which is damaged must be repaired or replaced as

required. All carpeting received will be re-wrapped in plastic (6 ml) and labeled for destination. Shrink wrapping of loose items will be done, as required, for storing or shipping a number of pieces on a skid. No extra charges will be allowed for these services or products as they are considered part of the receiving process;

5.3. Apply labels (to be provided by DFATD) to all pieces that are to be shipped un-crated by air. These labels will be marked by the Mission Logistics Support Services, with the destination address and piece count i.e.10 of 21.

6. Loose loading/stuffing, blocking and bracing

The contractor will "loose load", stuff, block and brace twenty (20') and forty (40') foot sea containers; "loose load" and secure 53' tractor trailers, and other size truck shipments, at the Contractor premises, upon request from DFATD and in accordance with all applicable current national and international codes, laws, regulations, standards and safe practices. This includes crated and loose materiel.

6.1. Crates must be loaded for easy access with lift forks;

6.2. In order to properly secure the container, the minimum of four lengths of (4" x 4") non-coniferous wood must be used;

6.3. Vehicles will be loaded into containers in a clean condition with all wheels suitably blocked and strapped to the floor of the container in accordance with the latest applicable guidelines, regulations and practices. Battery connections will be removed from battery terminals and taped. No more than 1/8th of a tank of fuel will be accepted by the Freight Forwarder for vehicles being shipped overseas. A Hazardous Materials certificate must be obtained from a certified specialist by the contractor prior to sealing the container;

6.4. If other goods are being shipped in the same container as a vehicle, the Contractor must ensure that any and all loose goods are properly and securely blocked and braced to eliminate risk of damage. Nothing is to be loaded inside of the vehicles;

6.5. It is the contractor's responsibility to ensure the containers provided for loading from the freight forwarder are suitable for loading and transportation of DFATD shipments. For example, they must be: structurally sound, clean, odour free, no holes, gaskets and seals are in good condition, etc.;

6.6. For shipment release, load the material in the container(s)/trucks provided by the selected Freight Forwarder.

7. Crating

7.1. When necessary, DFATD will identify some items to be crated and forward a crating request to the Contractor. These items will then have to be crated in accordance with detailed specifications in Appendix C;

7.2. The Contractor will ensure that all wood utilized meets or exceeds wood packaging standards as per 3.3 above, as well as ensure that the proper certification stamp is clearly visible;

7.3. Materiel must be crated within three (3) business days from date of request. During peak periods, DFATD will prioritize its crating requirements;

7.4. All materiel that is designated to be crated must be placed together and measured prior to fabrication of the crates in order to determine the most advantageous cube for DFATD.

8. Improper packaging/markings of shipments

8.1. The Contractor will bear full responsibility and all costs associated with delays due to improperly (in accordance with national and international guidelines, standards, laws and regulations) packed, secured or incorrectly marked shipments, or, if not in accordance with the special instructions received from DFATD. These costs will include all additional transportation and related charges to and from the point at which the error was identified;

8.2. The Contractor will bear full responsibility and all costs associated with the transportation of materiel sent to the wrong destination contrary to the instructions received from DFATD. Subsequent shipment, correcting the error, will be via air and all transportation and associated charges will be borne by the Contractor to the proper destination. Items not released for shipment, contrary to instructions received from DFATD, will be forwarded to the intended destination, by air, at the Contractor's expense.

9. Hazardous Goods:

9.1. The contractor's staff must possess valid and current Workplace Hazardous Materials Information System (WHMIS) certification (<http://www.hc-sc.gc.ca/ewh-semt/occup-travail/whmis-simdut/index-eng.php>) and be able to handle, store, prepare for transport and ship all dangerous/hazardous goods in accordance with all applicable laws and regulations. All hazardous products must be properly identified according to their classification. Commodity suppliers selling hazardous products must provide Material Safety Data Sheets (MSDS) with all products at time of delivery however, if hazardous products are received without the MSDS, the contractor must immediately inform DFATD and DFATD will take corrective action. Receipts are to be generated for EACH class of hazardous products. The product(s) must be packaged according to the regulations governing the transportation of dangerous goods via ocean, air, road, or rail. DFATD will determine the mode of shipment;

9.2. The Contractor must ensure that all documentation is prepared by a qualified specialist and indicate the description of the product, the class, the United Nations (UN) number, (as assigned by the Committee of Experts on the Transport of Dangerous Goods), the packaging group, handling, storage instructions and transportation handling instructions while in transit. A copy must be provided to DFATD. The Original is to be provided to the carrier;

9.3. The contractor must:

9.3.1. Ship hazardous goods on behalf of DFATD and, as such, sign all relevant and required documentation;

9.3.2. Identify hazardous products and store separately in the warehouse as per WHMIS standards;

9.3.3. Once notification of shipping has been received, the Project Authority will determine how much, if any, hazardous material is to be shipped. The Contractor must follow the (International Air Transport Association (IATA) Code Dangerous Goods Regulations (DGR) (<http://www.iata.org/publications/dgr/Pages/index.aspx>) via Air and/or International Maritime Dangerous Goods (IMDG) Code (http://www.imo.org/blast/mainframe.asp?topic_id=158) via Ocean to determine the correct method of packing and shipping;

9.4. DFATD will pay the contractor on a case by case basis for accredited Hazardous Material documentation and services upon receipt of an original invoice from the service provider.

10. Shipment Release

10.1. When a shipment is ready for release, a Material Release Authorization (MRA) will be sent to the Contractor. Any errors/omissions/delays on the part of the contractor in the release process resulting in additional costs will be at the expense of the contractor;

10.2. A packing list and commercial invoice is to be prepared using DFATD's software identifying the shipment's contents, the total metric weight, the total volume (cubic metre), the dimensions of the crates being shipped, individual items and the total value;

10.3. When materiel is being released, the Contractor will advise the DFATD Transportation Officer, the number and/or size of container(s) that are required for the shipment. The DFATD officer will then make arrangements with the freight forwarder to ensure the proper number and size of container(s) are delivered for loading;

10.4. Shipments of loose or a combination of crated and loose materiel destined for U.S. and/or overseas, will be released to the freight forwarder and will be loaded (stuffed) by the Contractor into containers or trailers and blocked/braced sufficiently to ensure security of the load and to prevent movement and damage;

10.5. The Contractor will ensure that the freight forwarder's truck driver presents the DFATD Materiel Release Authorization (MRA) form that corresponds to the copy that the contractor has received from DFATD in order to ensure that the correct shipment and number of pieces are being picked up;

10.6. The Contractor will ensure that the freight forwarder provides the warehouse with a copy of a container loading plan for shipments of crated materiel at least 24 hours in advance of pick up;

10.7. The freight forwarders have been advised to contact the warehouse staff at least 24 hours in advance to arrange for the pick-up of shipments. In certain cases, the contractor will rush pick-ups due to the urgency of the shipment(s);

10.8. The Contractor will provide the freight forwarder and project authority a copy of the shipment release form via e-mail; listing details such as: the driver, the container number, the seal number and, if applicable; the pick-up information and the release date;

10.9. DFATD reserves the right to inspect sea containers or tractor trailers on site before they are sealed without prior notification;

10.10. The contractor must comply with shipping instructions found in the, "Book of Instructions" web site http://lbp.dfait-maeci.gc.ca/extranet/shipping_instructions/menu-en.htm (Access to this DFATD intranet site will be provided to the successful bidder);

10.11. When materiel must be relocated to/from the main facility to the secondary facility;

- No material release nor receiving costs will be paid by DFATD;
- The local cartage charges will only be applicable if services are requested by the Project Authority.

11. Local Cartage

11.1. There is a requirement for pick-up and delivery of materiel to/from the warehouse to a number of DFATD building locations within the NCR for materiel stored or intended to be stored in the contractor facility;

11.2. Local deliveries must be carried out within 24hrs of request.

12. Personnel Required

12.1. The Contractor must have experienced and qualified personnel dedicated at all times to carry out the work to be performed under the Statement of Work. The required personnel will consist of one manager and a minimum of two (2) warehouse staff. The Manager will be dedicated to the coordination and management of the operations carried out for the DFATD account and will maintain these operations at the level of quality defined by the present specifications and be provided with adequate administrative support;

12.2. On an "as and when" required basis and at the sole discretion of the contractor, additional labour (up to four (4) qualified warehouse persons) must be available, when necessary to meet operational demands, at no extra cost;

12.3. The Manager will have supervisory authority over the warehouse staff processing DFATD's traffic, be located on/or near the premises (within 15 mins) where the services are performed and have immediate access to higher levels of management when decisions beyond his/her level must be made;

12.4. All labour resources working in the warehouse must be experienced and trained in proper and current warehousing operations and practices. They must be qualified/certified, where required, to operate all handling equipment (forklifts, lift trucks, etc) according to local applicable standards. This includes safety, security and hazardous materials certification;

12.5. Warehouse staff must be fully trained and capable of using various computer applications and have recent experience using current word processing software. The Contractor is required to enter, print and amend receipt information for approximately 2,500 purchase orders annually. This equates to individual line items that vary anywhere from one to one hundred depending on the order. The receiving includes entering all necessary dimensions and weights for each piece which equates to approximately 15,000 to 20,000 annually received in order to prepare for export documentation. Entering data for crate dimensions and weight and mission addresses (approximately 250). The contractor will prepare approximately 350 to 400 export documents. The contractor must demonstrate the ability to accurately report and track the movement of materiel through the warehouse facilities. This includes information related to receiving, crating (consolidation), storage and release of DFATD materiel.

13. Additional personnel

13.1. DFATD may request, in writing, for additional workers from time to time to meet operational demands. It is required that all of these additional resources possess the necessary experience, skills and security levels essential to perform the requested work;

13.2. Services outside the terms of the Standing Offer may be required. Such services must be authorized in writing by the Project Authority and services will be supplied at the same Labour rate as indicated in the basis of payment;

13.3. Any other “specialized services”* will have to be negotiated and approved in writing separately between the contractor and the Project Authority and will be paid in accordance with the payment terms agreed upon;

*Specialized services are defined as those requiring professional certification, qualification or designation.

14. Security Requirement for all personnel

14.1. All employees involved in any aspect of this Standing Offer must possess a valid “Reliability Status” at all time. DFATD reserves the right to request proof of such status.

15. Warehouse Proximity

15.1. This warehouse must be within a 10 km radius of the Lester B Pearson Building (125 Sussex Drive. Ottawa) as per the map provided in Appendix B.

16. Warehouse Hours of operations

16.1. DFATD requires that the warehouse will be fully operational between the hours of 08:00 to 16:00 from Monday to Friday;

16.2. Note that the contractor will not be required to provide services on the following days;

- New Year's Day - January 1
- Good Friday - Friday before Easter Sunday
- Easter Monday – Monday after Easter Sunday
- Victoria Day - Monday preceding May 25th
- Canada Day - July 1
- Civic Holiday – First Monday in August
- Labour Day – First Monday in September
- Thanksgiving Day – Second Monday in October
- Remembrance Day - November 11
- Christmas Day - December 25
- Boxing Day - December 26

17. Overtime

Overtime is defined as authorized time worked in excess of the period identified in section 16.1 above;

17.1. Overtime of office and warehouse staff may be required by DFATD to meet specific deadlines. Authorisation for overtime must be obtained in advance and in writing from the Project Authority according to established rates shown in the Standing Offer;

17.2. DFATD's Fiscal Year ends on March 31. In order to meet time lines for the receipt and the release of goods, the contractor must be prepared to have staff and/or equally trained and competent resources available for overtime work during the months of February and March. If March 31 should fall on a weekend, the Contractor must be prepared to have staff available for the receipt of goods, if requested by the Project Authority. Costs for these services will be borne by DFATD in accordance with the rates stipulated in the Standing Offer.

18. Storage and Facilities requirement

Provide one (1) dedicated/exclusive use warehouse for storage, crating area, office and loading doors solely for the use of DFATD. No other materiel is permitted, at any time, in this defined area without the express approval of the Project Authority or one of his/her authorized representatives.

In the event this Dedicated/Exclusive Use area is violated, the Contractor agrees to pay to Canada the equivalent of one month's storage charges for each month or portion thereof within which an infraction occurs. The amount will be offset against the amount owing by Canada for services rendered.

Warehouse specifications are as follows;

- 18.1. A minimum of 25,000m³ warehouse which includes at least 4,000m³ storage capacity in industrial racking;
- 18.2. A minimum of four (4) dedicated/exclusive use doors at truck level in the receiving and shipping area;
- 18.3. A minimum of 6 metres (6m) of clear access area behind the clearly defined receiving and shipping areas for the consolidation and sorting of materiel being loaded/unloaded into/from containers, trucks or trailers;
- 18.4. A shipment holding area in close proximity to the loading/unloading zone of approximately 25m long x 10m wide or 250m² should the layout differ;
- 18.5. A staging zone adjacent to the loading/unloading area of approximately 30m long x 18m wide or 540m² of floor space for organizing material received or being shipped;
- 18.6. Provide a fully functional, self-contained, exclusive use, packing and crating area, including crating fabrication tools and material. The area must be on site and adjacent to DFATD storage area, for the construction of wooden crates, for the volume of business anticipated. The minimum space suggested is approximately 25m x 10m or equivalent to 250m²;
- 18.7. There is a requirement for a ramp to accommodate the entry of vehicles into the warehouse for loading/unloading into containers (should contractor be unable to accommodate this at the primary warehouse, it may store vehicles at separate facility). Transportation to/from this separate facility and storage will be at the contractor's own risk and cost;
- 18.8. Two fully functional work stations, equipped with computers, are required for warehousing staff for inspection, identification, and evaluation of materiel;
- 18.9. Two additional offices with technology connectivity with approximately 10 m² each are required for DFATD staff for data input, traffic management and coordination. DFATD will furnish and equip these stations;
- 18.10. Provide a clean, dry, heated, ventilated and secure storage area including the area for cargo and vehicles; (Vehicles must be stored indoors);
- 18.11. Standard lighting is required throughout the entire area during operating hours or when workers are on site. Monitored protection against fire and smoke, theft and vandalism are also required using apparatus and systems such as sensors, detectors electronic alarms, automatic sprinklers, surveillance cameras, motion detectors etc);

18.12. A valid certificate from the fire department of the City must be in place;

18.13. The warehousing facility must be heated, ventilated, maintained and cleaned with an established maintenance, housekeeping and infestation control program. The term "heated" means that a minimum of 18 – 20 degrees Celsius ambient temperature will be maintained throughout the entire area so as to prevent freezing of liquid products, separation of glue and/or cracking of furniture wood finishes during winter months;

18.14. Aisle access to accommodate warehouse operations;

18.15. Adjustable industrial calibre racking for the storage of all DFATD materiel. Racking must include ¾" plywood to support cartons, pallets/skids. If the contractor decides to skid all goods before storing into the racking system, then the purchasing and/or manufacturing of these skids will be at the contractor's own expense. These terms apply to any extensions to the space requirements;

18.16. Carpets will be properly stored on the carpet rack (provided by DFATD).

19. Additional Space:

The contractor must have available an additional 1,000m³ of net storage located within a 5km radius of the "primary" warehouse, if required by the Project Authority. Payment terms for this space will be based upon a per cubic metre rate for actual space utilized monthly (if for 30 days) or pro-rated daily if less than 30 days.

A "secondary" location offering up to 1,000m³ of net storage space on an "as and if required basis" must be located within a 5km radius of the "primary" warehouse.

Note: It will be considered acceptable if the additional 1000m³ net storage space available is in or adjacent to the "primary" location.

19.1. Because of space or ramp required for vehicles, they may be stored at a separate facility, within the National Capital Region (NRC)/Ottawa/Gatineau. However, if in a separate facility, they must be moved at the Contractor's expense, to the marshalling facility for loading and shipment;

19.2. The transfer of materiel from one warehouse to another, without the prior written approval of the Project Authority and the Standing Offer Authority is not permitted.

20. Information Technology & Communications equipment provided by the contractor

20.1. The contractor must possess and maintain current Scanner, photocopier, facsimile and printer technology;

20.2. Wireless or wired high speed internet service must be available for all warehouse staff;

20.3. Current technology standards must be maintained throughout the period of the Standing Offer.

21. Hardware provided by DFATD

21.1. Two (2) laptop computers that will be configured with the necessary software and support;

21.2. Two (2) Security Tokens that will enable remote connectivity to the DFATD secure network;

22. Software provided by DFATD:

22.1. Foreign Affairs Consolidated Transport System (FACTS) is the current software utilized by DFATD for warehousing and inventory control of all goods purchased, received and released for export, for entering/amending and retrieving of data, preparation of commercial invoices and packing lists, tracking and reporting;

22.2. Capability to utilize this or other DFATD software for the purposes of this Standing Offer is essential;

22.3. Maintenance, support, upgrades of supplied hardware and software will be provided by DFATD;

22.4. Initial training and manuals will be provided by DFATD. Subsequently, it will be the contractor's responsibility to train new employees. The Project Authority will provide guidance from time to time as deemed necessary.

23. Telecommunication requirements

Each office must be accommodated with Integrated Services Digital Network (ISDN) phone lines and telephones.

24. Movement of containers and trailers around the yard

24.1. Ensure a tractor/shunter is readily available for use by the warehouse staff to enable the movement of sea containers around the yard, when necessary.

25. Handling Equipment

25.1. Provide and supply all necessary equipment on the premises to handle all materiel received/released, i.e. forklifts, regular forks, slim forks, carpet spikes, 2 wheel hand trucks, "A" frame carts; cherry pickers, dollies, etc.;

25.2. Handling equipment must always be kept in good working order;

25.3. Fully functional and accurate weight scales must be available at all times. Scales must be calibrated within first 3 months of the contract period and every 3 years thereafter;

25.4. Wooden pallets or skids to move, store or ship goods will be at the Contractor's expense.

26. Visitors

26.1. Visitors to the warehouse facilities will only be permitted entry upon showing a valid and current DFATD official identification or on the prior authorization of the Project Authority;

26.2. A log must be maintained for all visitors and a copy provided to DFATD on a monthly basis (a template will be supplied by DFATD);

26.3. Persons authorized by the Project Authority but not holding the above official identification must show government issued photo identification i.e. driver's permit.

27. Records and Monthly Reports

27.1. Compile and maintain accurate records that will allow the Crown to review the entire operation. These records should track, as a minimum, information such as:

- All receipt documents;
- Description, locations and quantities of stock on hand;
- All shipment documents;
- All other transaction/service request documents;

27.2. All of the above mentioned documents must be kept for the period of the Standing Offer plus 1 additional year. DFATD reserves the right to request such documents at any time during this identified period;

27.3. The contractor will use the FACTS software to extrapolate billable activities to support the monthly invoices;

27.4. Additional ad-hoc reports may be requested.

28. Transition Cost

28.1. Transition costs are meant to cover all expenses involved in transferring all warehoused stock from the successful bidder's facility to the next successful bidder's facility at the end of the Standing Offer period should they change. These costs will include releasing, loading, stuffing, bracing, local cartage deliveries and all warehouses handling charges to transfer goods between existing and winning bidder's warehouses in the NCR. The estimated volume is for evaluation purposes only.

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Annex "B"

BASIS OF PAYMENT

(See attachment)

Annex "C"

Specifications for Packing and Crating

All packing and crating must meet European Union (E.U.) Standards. Packing lists & Commercial invoices must be provided for all crated and loose load shipments. The following material specifications are the general rules that apply for the export of wooden crates, however, variances may occur on custom designed wooden crates. These special wooden crates will only be constructed for specific products, upon the written request of the Project Authority.

DFATD reserves the right to alter or modify packing or crating specifications. Both parties agree to negotiate a new mutually acceptable price for changes to the packing /crating specifications in good faith. If negotiations prove unsatisfactory to the Crown, Canada reserves the right to cease utilizing this portion of the Standing Offer.

Crating Specifications

- Top cross members (support joists) are to be as follows;

Outside Box Width	Cross Member Size	Center to Center Spacing
Up to 60"	1 ½ X 3 ½ Flat	24"
Over 60"	1 ½ X 5 ½ Flat	24"

- Construction of tops, bottoms and ends should be one piece plywood where possible (5/8" when over 32 sq. ft.) (3/8" up to 32 sq. Ft.);
- When splicing occurs, only one vertical splice will be allowed and all splices must be reinforced on the exterior panel and the splice must be reinforced on the bottom side;
- Plywood grain to run vertically in the side panels, however, horizontal applications will be used only on cases weighing 1360 kg / or less, when necessary, to afford best plywood usage and economy, and where this does not weaken case performance;
- Direction of the plywood grain is optional in the end panels;
- Only NEW solid plywood and framing members will be used on crates;
- Plywood must be good on one side;
- Framing members will be square cut, clean, dry, mould and mildew free;
- Framing of crates intended for Diplomatic "Cargo" Shipments (DCS) will be on the outside in order to present a smooth interior wall surface for the application of the waterproof paper;
- Framing of crates intended for Diplomatic "Mail" Shipments (DMS) will be on the inside as the crate will eventually be wrapped by DFATD staff;
- Crates intended for air shipments, whether via DCS or DMS, cannot exceed 60 "/ 1.52m in height;
- The maximum width of any crate cannot exceed 90"/2.28m;

- Support of crates for DCS will be fabricated using lengths of 4" X 4" as per industry standards based on size & weight;
- Support of crates for DMS will be constructed using 5" X 5" X 5" blocks on the four (4) corners and any crates longer than 48" or weighing more than 200kg must have additional blocks at the center along the edges;

Waterproofing

- All crates are to be lined with center pitch waterproof paper; minimum required (30-30-30) 6 ml;
- On the top panels, one piece sheet of plastic sheeting is to be sandwiched between frame members and the plywood sheathing with a 5cm overhang on the side and ends. Deviations require the approval of the Project Authority;

Case Markings

- Minimum 1.9 cm stencil is required for addressing crates;
- 7.6 cm stencils for marking crate and grouping numbers;
- The destination address is to be stencilled on the front and the back of the crate;
- Crate numbers to be on all 4 sides;
- Foreign Affairs, Trade and Development Canada decals, supplied by DFATD, will be affixed to the front and back of each crate;

Stencils are the responsibility of the contractor. Stencil information will be provided by the DFATD.

Strapping

- Each wooden crate must be metal strapped with 3/4" strapping regardless of size;
Diplomatic Cargo Shipments Commercial Invoice and Packing List (three (3) copies):
- One (1) Packing List/Commercial Invoice must be affixed to the **outside** of the crate in a clear packing list envelope and;
- One (1) Packing List/Commercial Invoice must be affixed to the **inside** of the crate in a clear packing list envelope, and;
- One (1) Packing List/Commercial Invoice must be affixed to **one of the cartons facing the door of a loose load shipment;**

Diplomatic Mail Shipment Packing List (one (1) copy):

- One (1) Packing List must be affixed to the **outside** of the crate in a clear packing list envelope;
- The packing list must include as a minimum the following information; Classification of shipment, weight, number of pieces in the shipment and the sender;

Crating Works of Art:

Crating for works of art has similar specifications as regular DFATD crating, but, with the following requirements, including the addition of foam padding for the works of art and size and weight guidelines.

Crate Construction Details:

- Minimum 9.5mm (? inch) plywood sides;
- 1" x 4" pine or equivalent reinforced edges and corners;
- One side and lid of crate must be fastened with screws to facilitate easy opening;
- Crates must be lined inside with a protective layer of 25mm to 40mm (1 inch or 1½ inch) rigid foam. Similar rigid foam should be used in packing the crate to separate all works of art.

Crate size and weight.

- When possible, crates for works of art should be of a size that they fit through a standard doorway (not exceeding 80 cm or 32 inches wide) and of a weight and bulk that two people could move the crate (could lift the crate onto a wheeled dolly) without lifting equipment;
- Art work framed with Plexiglas protecting the face of the work will be wrapped with bubble wrap;
- Sculptures and art which are not protected by Plexiglas will be wrapped in clear plastic sheeting and then wrapped in bubble wrap;
- Small sculptures will be wrapped as above and placed in cardboard cartons inside the crates.

Annex "D"**INSURANCE REQUIREMENTS****1. Commercial General Liability Insurance**

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

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 Offeror's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Offeror.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Offeror and/or arising out of operations that have been completed by the Offeror.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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

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

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

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

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

A copy of the letter must be sent to the Standing Offer 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.

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

3. Warehouseman's Legal Liability Insurance

3.1 The Contractor must obtain Warehouseman's Legal Liability Insurance coverage on Government Property, and maintain it in force while under its care, custody or control for storage, in an amount of not less than \$5,000,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.

3.2 Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.

3.3 The following endorsements must be included:

(a) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

(b) Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.

(c) Loss Payee: Canada as its interest may appear or it may direct.

(d) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Foreign Affairs and International Trade (DFATD) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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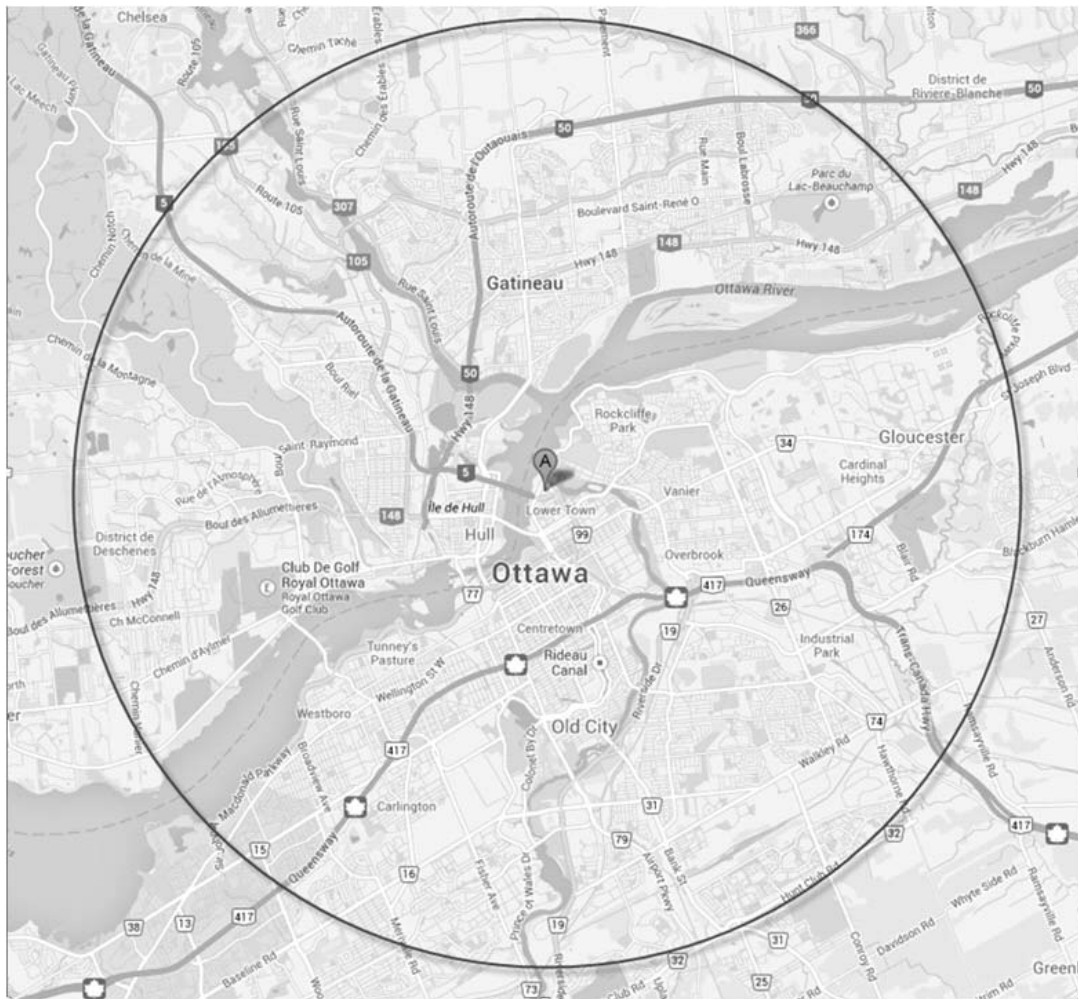
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Annex "E"

10KM RADIUS MAP

10km Radius from 125 Sussex Dr., Ottawa, ON. K1A 0G2



DFATD Satellite Locations

45 boul Sacré Coeur, Gatineau	70 Crémazie, Gatineau (Passport)
200 boul Sacré Cœur, Gatineau	111 Sussex Drive, Ottawa
200 Promenade du Portage, Gatineau	219 Laurier Street, Ottawa
115 rue Bisson, Gatineau	4200 Labelle Street, Ottawa

Solicitation No. - N° de l'invitation

08009-140060/B

Amd. No. - N° de la modif.

File No. - N° du dossier

Im00408009-140060

Buyer ID - Id de l'acheteur

Im004

CCC No./N° CCC - FMS No/ N° VME

20140060

Annex "F"

SECURITY REQUIREMENTS CHECK LIST

(See Attachment)