

**RETURN BIDS TO:**  
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## 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 Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services  
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

## 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

<b>Title - Sujet</b> OFFICE RELOCATION SERVICES	
<b>Solicitation No. - N° de l'invitation</b> E60LM-110015/H	<b>Date</b> 2014-09-12
<b>Client Reference No. - N° de référence du client</b> E60LM-110015	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$LM-001-65717
<b>File No. - N° de dossier</b> lm001.E60LM-110015	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-10-27</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jiang, Kevin	<b>Buyer Id - Id de l'acheteur</b> lm001
<b>Telephone No. - N° de téléphone</b> (819)956-3857 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Supply Arrangement includes provisions for security. Cette Demande pour un arrangement comprend des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Solicitation No. - N° de l'invitation

E60LM-110015/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Im001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement 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 arrangement, the security requirement, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
  - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
  - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
  - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, the Basis of Payment, Certifications, Security Requirement Check List (SRCL), Model Bid Solicitation Forms and Resulting Contract Clauses, and Set-Aside Program - Information and Certifications.

### 2. Summary

#### **Procurement Strategy for Aboriginal Business (PSAB)**

This requirement is set-aside for Aboriginal suppliers in accordance with the Procurement Strategy for Aboriginal Business (PSAB)."

The Bidder must certify in its bid that it is an Aboriginal business or an eligible joint venture as defined within the Procurement Strategy for Aboriginal Business. For details, please read Annex "F" - Set-Aside Program - Information and Certifications, and PART 5 - CERTIFICATIONS.

If the Bidder wants to be considered for the non-aboriginal supply arrangement, a separate arrangement must be submitted for the Request for Supply Arrangement (RFSA) E60LM-110015/H.

#### **Scope of Work**

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

This Request for Supply Arrangement (RFSA) is an opportunity for any interested suppliers to submit an arrangement in order to become a qualified supplier and to be authorized to provide services on an "as and when requested" basis for any work related to office relocation, warehousing and related services located in the National Capital Region (NCR).

Public Works and Government Services Canada (PWGSC) intends to issue Supply Arrangements under E60LM-110015/H to provide office relocation, warehousing and related services. These services will include, but are not limited to, the moving of full office suites, office equipment, furniture, workstation systems, files/records, filing cabinets, computer hardware, other various government office related facilities like boardrooms and full kitchens; also include packing, crating, disassembling, loading, transporting, unloading, unpacking, uncrating, assembling and cleanup at the end of each move.

The estimated yearly expenditure is approximately \$3,000,000.00 for E60LM-110015/G and E60LM-110015/H.

### **Period of the Supply Arrangement**

The period for awarding contracts under the Supply Arrangement is from December 1, 2014 to November 30, 2015.

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

### **Options to extend the Supply Arrangement Period**

The responsive supplier(s) hereby grant(s) to Canada the irrevocable option to extend the terms of the SA for up to one (1) additional one (1) year period, under the same terms and conditions. Canada may exercise this option at any time by written notice to the qualified supplier(s) at least 30 days prior to the SA expiry date or any extension thereof.

### **Trade Agreement**

The requirement is subject to Procurement Strategy for Aboriginal Business (PSAB).

## **3. Security Requirement**

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

## **4. Canadian Content**

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

### **A3050T (2010-01-11) - Canadian Content Definition.**

## **5. Debriefings**

After issuance of a supply arrangement, Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - SUPPLIER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2008 (2014-06-26) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

#### **1.1 SACC Manual Clauses**

##### **1.1.1 Disclosure of Pricing**

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

##### **1.1.2 Rates - Services**

Suppliers must submit ceiling rates for any service items listed in Annex "B".

### **2. Submission of Arrangements**

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

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

### **3. Enquiries - Request for Supply Arrangements**

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

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

#### **4. Applicable Laws**

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

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

or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the suppliers.

#### **5. 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://www.achatsetventes-buyandsell.gc.ca>

For specific questions or concerns about this Supply Arrangement, please contact the Supply Arrangement Authority.

#### **6. Sustainable Development**

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

The Supplier is encouraged to support sustainable development by:

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

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

The Supplier is requested to provide details of its practices for sustainable development. These details will not be evaluated.

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **1. Arrangement Preparation Instructions**

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

Section I: Technical Arrangement ( one hard copy)

Section II: Financial Arrangement (one hard copy)

Section III: Certifications (one hard copy)

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

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

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

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-nullprocurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers are encouraged to:

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

#### **Section I: Technical Arrangement**

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

#### **Section II: Financial Arrangement**

Suppliers must submit the Financial Arrangement in accordance with the Annex "B" - Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **Section III: Certifications**

Suppliers must submit the Certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**



## 1. Evaluation Procedures

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

### 1.1 Technical Evaluation

Compliance with the following Technical Mandatory Criteria 1.1(a) to 1.1(c) will be taken into consideration in each arrangement. Arrangements failing to meet all the Mandatory Criteria will be considered non-responsive. Only arrangements which meet all the Mandatory Criteria will be further evaluated.

**Note: Additional mandatory technical criteria may be requested at RFP stage.**

#### 1.1(a) Supplier's Profile:

In its Arrangement, the Supplier must provide its

- full legal name,
- supplier's address,
- telephone number,
- fax number, and
- full description of the supplier's **Warehouse Facilities** including
  - ♦ size in cubic feet,
  - ♦ address,
  - ♦ climate controls,
  - ♦ structure materials, and
  - ♦ security system.

#### Joint Venture

- A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an arrangement together on a requirement. Suppliers who submit an arrangement as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - (a) the name of each member of the joint venture;
  - (b) the Procurement Business Number of each member of the joint venture;
  - (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - (d) the name of the joint venture, if applicable.
- If the information is not clearly provided in the arrangement, the Supplier must provide the information on request from the Supply Arrangement Authority.
- The arrangement must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Supply

Arrangement Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSA and any resulting supply arrangement.

#### **1.1(b) Supplier's Experience in Moving and Relocation Office Equipment and Furniture:**

The Supplier must demonstrate that within the last ten (10) years from bid closing, it has a minimum of three (3) years of experience in moving and relocating office equipment and furniture. The experience must have been obtained by the Supplier itself and does not include the experience of any proposed subcontractors, any affiliate(s) of the Supplier or any corporate predecessor.

Overlapped periods will only be considered once.

For the experience to be considered, the Supplier must provide the following information:

- name of client
- duration of the specific work (started and completed in month and year)
- number of personnel assigned to the specific work

As a minimum, the experience must involve all of the following conditions:

- moving full office suite(s)
- moving computers
- moving workstations
- moving office furniture, i.e. office equipment, filing cabinets, bookshelves, printers, fax machines
- packing and unpacking, crating and uncrating, assembling and disassembling, loading and unloading
- using all of the following moving equipment:
  - truck,
  - trailer,
  - forklift truck
  - roller jack
  - hydraulic tools
  - dolly
  - hand truck
  - protective cover
  - mat
  - ramp
- during the moving operation, in accordance with the Canada Occupational Safety and Health Regulations, all moving personnel
  - wearing protective footwear and clothing
  - using protective equipment, materials or devices

#### **1.1(c) Supplier's Experience in Moving of Records and Records Storage Shelving Units**

The Supplier must demonstrate that within the last ten (10) years from bid closing, it has a minimum of three (3) years of experience in sequential (i.e. succeeding or following in order) packing, moving and unpacking of records, and in relocation of records storage shelving units. The experience must have been obtained by the Supplier itself and does not include the experience of any proposed subcontractors, any affiliate(s) of the Supplier or any corporate predecessor.

Overlapped periods will only be considered once.

For the experience to be considered, the Supplier must provide the following information:

- name of client
- duration of the specific work (started and completed in month and year)
- number of personnel assigned to the specific work

As a minimum, the experience must involve all of the following conditions:

- the packing, moving and unpacking of records, documents, or books in an organized, sequential process
- relocation of records storage shelving units or mobile storage units

## 1.2 Financial Evaluation

Suppliers declared responsive in the Technical Evaluation will be evaluated further based on rates submitted in Annex "B" - Basis of Payment.

The Basis of Payment (bid price) is to include the furnishings of all labour, materials, equipment, permit fees, and incidental costs, necessary or proper for the completion of the work, except as may be otherwise expressly provided in the Request for Supply Arrangement. All costs for fuel surcharge, overhead, profit, financing, general requirements, contingencies, etc are to be included in the Supply Arrangement amounts.

"Extras" will not be allowed. It is the responsibility of the Supplier to take into account traffic, weather and other common mitigating factors.

### 1.2.1 Mandatory Financial Criteria

The Supplier must complete the column of Ceiling Unit Rates, line items 1 - 9 for all five years, in Annex "B" - Basis of Payment in the format as specified, in Canadian dollars, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded from the Ceiling Unit Rates, if applicable.

## 2. Basis of Selection

- 2.1** An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all Mandatory Technical Evaluation Criteria and Mandatory Financial Evaluation Criteria to be declared responsive.

All responsive suppliers will be issued a Supply Arrangement (SA) and will become a qualified supplier under the Supply Arrangement. The Ceiling Unit Rates listed under the SA represent the maximum Ceiling Unit Rates that the qualified supplier will be allowed to propose for any bid solicitation under the Supply Arrangement. Qualified suppliers may submit unit rates lower than their Ceiling Unit Rates during the bid solicitation stage.

## 3. Security Requirement

**3.1 Before issuance of a Supply Arrangement, the following conditions must be met:**

- (a) the Supplier must hold a valid organization security clearance as indicated in Part 6A - Supply Arrangement;
- (b) the Supplier's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6A - Supply Arrangement;
- (c) the Supplier must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

**3.2 Canada will not delay the issuance of any Supply Arrangement to allow Suppliers to obtain the required clearance.**

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

**4. Financial Viability**

1) Financial Viability Requirement: The Supplier must be financially viable to enter into this Supply Arrangement. To determine the Supplier's financial viability, the Supply Arrangement Authority may, by written notice to the Supplier, require the submission of some or all of the financial information detailed below during the evaluation of arrangements. The Supplier must provide the following information to the Supply Arrangement Authority within fifteen (15) working days of the request or as specified by the Supply Arrangement Authority in the notice:

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

(b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Supply Arrangement Authority, the Supplier 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 Supply Arrangement Authority requests this information.

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

(i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

- 
- (ii) 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 Supply Arrangement Authority requests this information.
- (d) A certification from the Chief Financial Officer or an authorized signing officer of the Supplier that the financial information provided is complete and accurate.
- 2) If the Supplier is a joint venture, the financial information required by the Supply Arrangement Authority must be provided by each member of the joint venture.
- 3) If the Supplier is a subsidiary of another company, then any financial information in 4. 1) (a) to (d) above required by the Supply Arrangement Authority must be provided by the ultimate parent company.
- 4) Financial Information Already Provided to Public Works and Government Services Canada (PWGSC): The Supplier is not required to resubmit any financial information requested by the Supply Arrangement 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 Supplier identifies to the Supply Arrangement Authority in writing the specific information that is on file and the requirement for which this information was provided; and
- (b) the Supplier authorizes the use of the information for this requirement.
- It is the Supplier's responsibility to confirm with the Supply Arrangement Authority that this information is still on file with PWGSC.
- 5) Other Information: Canada reserves the right to request from the Supplier any other information that Canada requires to conduct a complete financial capability assessment of the Supplier. The Supplier also understands that a complete financial capability review of the Supplier may also be conducted at the time individual bid solicitations are issued under the supply arrangement.
- 6) Confidentiality: If the Supplier 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).

## PART 5 - CERTIFICATIONS

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

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

## 1. Certifications Precedent to Issuance of a Supply Arrangement and Certifications Required with the Arrangement

Suppliers must submit the certifications as provided below:

### 1.1 Certifications Precedent to Issuance of Supply Arrangement

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

### 1.2 Certifications Required with the Arrangement

Suppliers must submit the duly completed **Aboriginal Business Certification** with the arrangement in the article 2 of Annex "F" - Set-Aside Program - Information and Certifications.

## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### 1. Arrangement

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

#### 2. Security Requirement

There is a Security requirement associated with this requirement.

**2.1** The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

**2.2** The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.

**2.3** Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

**2.4** The Contractor must comply with the provisions of the:

- 
- (a) Security Requirements Check List and security guide (if applicable), attached at Annex "D";  
(b) Industrial Security Manual (Latest Edition).

(Consult the Canadian Industrial Security Directorate (CISD)  
(<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) web site for more information.)

### **3. Standard Clauses and Conditions**

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

#### **3.1 General Conditions**

2020 (2014-06-26) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

### **4. Term of Supply Arrangement**

#### **4.1 Period of the Supply Arrangement**

The period for awarding contracts under the Supply Arrangement is from December 1, 2014 to November 30, 2015.

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

#### **Options to extend the Supply Arrangement Period**

The responsive supplier hereby grants to Canada the irrevocable option to extend the terms of the Supply Arrangement for up to one (1) additional one (1) year period, under the same terms and conditions. Canada may exercise this option at any time by written notice to the qualified supplier at least 30 days prior to the SA expiry date or any extension thereof.

### **5. Authorities**

#### **5.1 Supply Arrangement Authority**

The Supply Arrangement Authority is:

Name: Kevin Jiang  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Traffic Management Directorate  
Address: 11 Laurier Street, Place du Portage, Phase 3, Gatineau, Québec K1A 0S5

Telephone: 819-956-3857

Fax: 819-956-4944

E-mail address: kevin.jiang@pwgsc.gc.ca

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

## 5.2 Supplier's Representative (Please Complete)

Name:

Telephone:

Fax:

E-mail:

## 6. Identified Users

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

## 7. On-going Opportunity for Qualification

A request for Supply Arrangement (RFSA) will be posted once a year on buyandsell web site to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

## 8. Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2014-06-26), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Certifications;
- (f) Annex "D", Security Requirements Checklist;
- (g) Annex "E", Model Bid Solicitation Form and Resulting Contract Clauses;
- (h) the Supplier's arrangement dated \_\_\_\_\_ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on \_\_\_\_\_"*)  
**or** "as amended \_\_\_\_\_". (*Insert date(s) of clarification(s) or amendment(s), if applicable*)

## 9. Certifications



## 9.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting

contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

## 10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (Insert the name of the province or territory as specified by the supplier in the arrangement, if applicable).

## 11. Insurance Requirements

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

## 12. Financial Security Deposits/ Irrevocable Standby Letter of Credit

If PWGSC notifies the Supplier that it will be issued a Supply Arrangement on the condition that the Supplier 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 \$25,000.00 Canadian dollars pursuant to which demand may be made if the Supplier is in default in carrying out any of its obligations under any contract resulting from the Supplier Arrangement. The letter of credit shall be in force for the period of the Supply Arrangement, 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 issue any contract.

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

- (a) state the face amount which may be drawn against it;
- (b) state its expiry date;

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

### 13. Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of services to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting table below. Use one table for one client. Suppliers may create identical tables for different clients (federal departments).

<b>QUARTELY USAGE REPORT</b>			
<b>Supply Arrangement Number :</b> _____			
<b>Contractor Name :</b> _____			
<b>For Quarterly Period from</b> _____ <b>to</b> _____			
<b>Client (federal department) :</b> _____			
<b>Contact Name :</b> _____			
<b>Tel :</b> _____			
DESCRIPTION	UNIT PRICE	QUANTITY	TOTAL
<b>A. Labour only:</b>			
1. Crew Supervisor			\$
2. General Movers			\$
3. Workstation Installers			\$

<b>B. Vehicles, including drivers: (acting as General Movers)</b>			
4. Cube Vans			\$
5. Trucks(min.GVWR 6800 kgs)			\$
6. Tractor Trailers			\$
<b>C. Warehousing</b>			
7. Warehouse Space			\$
<b>Total Expenditure</b>			<b>\$</b>

If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority no later than fifteen (15) calendar days after the end of the reporting period.

The quarterly reporting periods are defined as follows:

- 1st quarter: Dec. 1 to Feb. 28;
- 2nd quarter: Mar. 1 to May. 31;
- 3rd quarter: Jun. 1 to Aug. 31;
- 4th quarter: Sep. 1 to Nov. 30.

## **B. BID SOLICITATION**

### **1. Bid Solicitation Documents**

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

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

PWGSC-TPSGC 9400-3, Bid Solicitation  
PWGSC-TPSGC 9400-4, Contract.

The bid solicitation will contain as a minimum the following:

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

- (i) conditions of the resulting contract.

## 2. Bid Solicitation Process

**2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA. The Bid Solicitation document prepared by the Identified User will describe how the selection process of the supplier will be made. A requirement over \$25,000.00 must be solicited among all qualified suppliers on the Supply Arrangement. It is strongly recommended that a bid solicitation be solicited from all qualified suppliers on the Supply Arrangement even if the requirement is under \$25,000, and Identified Users are expected to be able to justify any action to direct any requirement under SA to a particular supplier.

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

**2.3** The Identified User will be responsible for the bid solicitation process and the award of contracts. PWGSC may, however, provide assistance in the preparation of the bid solicitation document in some cases. Individual contract issued subsequent to the SA shall not exceed the upper limit of \$400,000.00 including amendments and GST/HST. This Supply Arrangement must not be used if a requirement exceeds \$400,000.00 including amendments and GST/HST.

**2.4** Each Supplier must conduct a site visit before submitting a proposal. When receiving a solicitation document, each Supplier must contact the Identified User within three working days to arrange a site visit. The purpose of site visit is for the Supplier to understand the specific work required. After site visit, the Supplier will estimate the labour categories, number of labour hours, vehicle use, warehousing need.

**2.5** Contracts awarded under the bid solicitation may extend past the Supply Arrangement expiry date or any extension thereof for some requirements.

**2.6** Attached Annex "E", Model Bid Solicitation Form and Resulting Contract Clauses must be used in the preparation of the bid solicitation/contract by the Identified User.

## C. RESULTING CONTRACT CLAUSES

### 1. General

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

For any contract to be awarded using 2T-MED1 (for medium complexity requirements). General Conditions 2010C (2011-05-16) applies.

The above templates are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

**ANNEX "A"****STATEMENT OF WORK****1. General Requirement:**

To provide relocation and warehousing services for the moving of offices, workplaces, and other various government facilities, including office equipment, supplies and furniture, on an "as and when requested" basis, within the National Capital Region (NCR).

National Capital Region (NCR) is an official federal designation for the Canadian capital of Ottawa, Ontario, the neighbouring city of Gatineau, Quebec, and surrounding urban and rural communities. The National Capital Region is defined by the National Capital Act, consists of an area of 4,715 square kilometers that straddles the Ottawa River which serves as the boundary between the provinces of Ontario

and Quebec. This area is smaller than that of the Ottawa-Gatineau Census Metropolitan Area (CMA), which is 5,716 square kilometers in size.

**2. Statement of Work**General Services

- The Contractor agrees to provide relocation services including, but will not be limited to, the moving of full office suites, office furniture, computers, workstation systems, office equipment, filing cabinets, computer hardware, boardrooms, full kitchens, other workplace items such as fridges, microwaves, fax machines, files, records; as well as packing, crating, disassembling, loading, transporting, unloading, unpacking, uncrating, assembling and cleanup at the end of each move.
- All goods shall be sorted by type, with the same type of goods on a skid, shrink wrapped and warehoused, on commercial racking, for easy access.
- The Contractor shall be prepared to respond within 48 hours of notice being given.
- The Contractor may be expected to deliver from the warehouse to Identified User(s) work sites small amounts of goods within two (2) hours notice and within twenty-four (24) hours for larger orders. The same time frames apply for components being returned to the warehouse for storage.
- The Identified User(s) representative will be granted access to warehouse facilities, at all times.
- At the time of a requested move, the Contractor is to be familiar with all the locations in which the Work is likely to occur, and with various freight handling systems as well in order to assess the docking, loading and unloading facilities.

The Contractor must provide transportation to and from the work sites, for the Contractors' personnel, their tools, equipment; and also for all related materials and supplies required for the performance of the Work, under any resulting contract at no additional cost for transportation to the Identified User(s) site.

Warehousing Services

- Provide about 10,000 cubic feet of warehouse space, in the National Capital Region, for storage of various screens, workstation systems, furniture and office equipment in the event of short term storage.
- Create, provide and maintain a computerized inventory of all material, equipment and furniture stored.
- Identify the total amount of cubic feet of actual materiel warehoused.

- 
- Provide all warehouse handling, including loading and unloading from trucks at warehouse dock.
  - Provide lifting equipment, skids, commercial racking, wrapping material, etc. for the proper storage of goods.
  - At the time of each defined move requested by the Identified User(s), prepare a furniture and effects list and identify on this list any items found to be in damaged condition prior to the move. Any damage is to be verified by the Identified User's Project Authority, prior to the item being moved.
  - In the event of any damage or loss attributed to the Contractor during a move and warehousing operation, the Contractor will repair or replace Identified User(s) furnishings, real property and/or equipment (including floor and wall finishes), within two (2) weeks notification of such damage and loss.
  - Provide inventory reports within twenty-four (24) hours when requested by the Identified User(s).

#### Staff/Personnel

- Personnel assigned to this work shall be movers, packers and installers. They shall possess the knowledge related to sequential packing, assembly and dismantling of storage and system units, and the installation of powered screens or integrated workstations.
- Personnel shall be able to read screen and floor plans and also furniture layouts.
- Each move, regardless of how big or small, requires a crew supervisor.
- Every crew supervisor is to have the following experience:
  - one year in moving and relocating office equipment and furniture,
  - one year in installing, assembling and disassembling office furniture, and
  - one year in sequential (i.e. succeeding or following in order) packing, moving and unpacking of records, and in relocation of records storage shelving units.
- Personnel shall display the Contractor's name or logo on their outer garment(s) for identification purposes. The personnel shall also carry around a personal identity card of the Contractor with them and show it whenever they are asked to do so at any move location.
- Personnel shall have client orientation and interpersonal skills; they shall be able to work well with others, to dress properly for work and possess good communication skills and be reliable. Since the work to be performed is considered a front line function, all persons performing the tasks shall wear clothes appropriate for the environment as well as have personal suitability.
  - neat in appearance;
  - dress code (casual clean, safety steel toe work boots having green tag label must be worn at all times during work hours);
 as required, and in accordance with the Canada Occupational Safety and Health Regulations.

#### Equipment, Resources, Tool Kits

The Contractor is required to provide all the resources, tools, lifting equipment and supplies, necessary to perform all tasks properly, efficiently and safely, at no additional cost to the Identified User(s).

#### Example of what could be required

- facsimile machine(s) capable of sending and receiving facsimile messages;
- 4 wheel padded dollies;
- screen carts;
- electronic/computer carts;
- floor protection sheets (i.e. aspenite or equivalent);
- corner protectors;
- shrink wrap;

- dollies;
- blankets/furniture pads.

The Contractor may be required to have a forklift truck and roller jacks available for specific moves, when required by the Identified User.

#### Example of a suitable mover's tool kit

- Robertson screwdrivers, sizes #6 and #8;
- Philips screwdrivers, sizes #5 and #8;
- two sizes of standard (flat head) screwdrivers, sizes #6 and #8;
- long needle nose pliers;
- vice grips;
- side cutters;
- metric and imperial wrenches (complete sets);
- rubber and Ball Pein hammers;
- cordless drill (with #6 and #8 Robertson screwdriver bits and Philips bits) with extra recharged batteries;
- metric and Imperial Allen keys (complete sets);
- 100-foot measuring tape.

Additional tools may be required, depending on the requirement. Canada will not be responsible for any loss or damage to the Contractor's equipment and/or tools left on site.

#### Vehicles

- The Contractor is required to provide up to two (2) cube vans, two (2) trucks with a minimum Gross Vehicle Weight Registered (GVWR) 6,800 kg, closed-in box type; (at least one (1) of the trucks is required to have hydraulic tail gate) with sufficient clean furniture pads in each truck and a wallboard, as required.
- One (1) tractor trailer.
- The Contractor is required to have access to additional one (1) cube van and one (1) truck with the same GVWR of 6,800 kg, with or without hydraulic tail gates, and with sufficient clean furniture pads in each truck and a wallboard, as required.
- The Contractor is required to be able to provide additional vehicles, upon request, including smaller delivery type vehicles or specific purpose vehicles to move heavy or awkward loads, with hydraulic tail gates, on an as-needed basis.
- The Contractor is required to have readily available back-up vehicles in case of breakdown at no additional cost to the identified user(s).
- The Contractor is required to ensure that all vehicles are clean and in good working order.

#### Hours of Work

- All work shall be provided strictly in accordance with the hours of work condition specified herein, and the time frames specified on each individual call-up. The work schedule may be subject to change, in the event of unforeseen circumstances and as authorized by the Identified User(s).
- Regular working hour: means from 08:00 to 17:00 (8 hours per day), Monday to Sunday.  
Over time: means working outside the regular hours of 08:00 to 17:00 Monday to Sunday. Over time is calculated at time and a half of the quoted firm hourly rate.

- 
- The minimum call-up period will be three hours. All claims, above and beyond a three (3) hour minimum order time period, will be for on-site hours only and will be calculated to the next 15 minutes.
  - Overtime will be paid for Statutory Holidays which are regularly recognized by the Supply Arrangement Holder and for which the Supplier compensates employees in addition to their regular wage. NOTE: The Ontario Family Day in February is not a statutory holiday for the Government of Canada and is to be considered a normal working day.
  - Other than Statutory Holidays, there will be no premium paid for overtime unless the overtime is approved in advance and in writing by the Identified User's Project Authority. All approved overtime will be paid based on the hourly rates for employee wages and will be applied at 1.5 times of hourly rates.

### **3. Site Regulations**

The Contractor undertakes and agrees to comply with all regulations in force on the sites where the work is to be performed.

### **4. Registration - Authorities - Licenses**

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



## ANNEX "B"

### BASIS OF PAYMENT

**For the first option year from December 01, 2014 to November 30, 2015**

Proposed ceiling rates are to be expressed in Canadian Dollar; GST, HST extra (if applicable)

Service Item	Ceiling Unit Rates
<b>A - Labour Category (7 days per week)</b>	
1. Crew Supervisor	\$_____per hour
2. General Movers	\$_____per hour
3. Installers	\$_____per hour
<b>B - Vehicles, including driver (7 days per week)</b>	
4. Cube Van including one driver (mover)	\$_____per hour
5. Truck min Gross Vehicle Weight Registered (GVWR) 6,800 kg, with or without Hydraulic lift, including one driver (mover)	\$_____per hour
6. Tractor trailer, with one driver (mover)	\$_____per hour
<b>C - Warehousing</b>	
7. Warehouse storage and all related services, strictly on the amount of cubic feet of goods warehoused (per cu ft).	\$_____per cubic foot, per day
<b>D - Packing Materials and Supplies</b>	
8. Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	\$_____per box (including labels and tape)
9. Plastic Bins (30" x 24") with lids, labels and security ties. Price per week with one week minimum.	\$_____per bin, per week (including labels and ties)  \$_____per bin to keep bin

**BASIS OF PAYMENT****For the second option year from December 01, 2015 to November 30, 2016**

Proposed ceiling rates are to be expressed in Canadian Dollar; GST, HST extra (if applicable)

Service Item	Ceiling Unit Rates
<b>A - Labour Category (7 days per week)</b>	
1. Crew Supervisor	\$_____per hour
2. General Movers	\$_____per hour
3. Installers	\$_____per hour
<b>B - Vehicles, including driver (7 days per week)</b>	
4. Cube Van including one driver (mover)	\$_____per hour
5. Truck min Gross Vehicle Weight Registered (GVWR) 6,800 kg, with or without Hydraulic lift, including one driver (mover)	\$_____per hour
6. Tractor trailer, with one driver (mover)	\$_____per hour
<b>C - Warehousing</b>	
7. Warehouse storage and all related services, strictly on the amount of cubic feet of goods warehoused (per cu ft).	\$_____per cubic foot, per day
<b>D - Packing Materials and Supplies</b>	
8. Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	\$_____per box (including labels and tape)
9. Plastic Bins (30" x 24") with lids, labels and security ties. Price per week with one week minimum.	\$_____per bin, per week (including labels and ties)  \$_____per bin to keep bin

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

- 1.1** The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier is subject to the FCP-EE, evidence of its commitment must be provided before the issuance of a supply arrangement.

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

- 1.2** If the Supplier does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity (<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc?=e>), to the Labour Branch of HRSDC.

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

The Supplier

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

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

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

## 2. Former Public Servant Certification

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

### Definitions

For the purposes of this clause,

"former public servant" means a former member of a department as defined in the Financial Administration Act, R.S. 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police and includes:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service.

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

### Former Public Servant in Receipt of a Pension

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

If so, the Supplier must provide the following information:

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

### Work Force Reduction Program

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

If so, the Supplier must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;

Solicitation No. - N° de l'invitation

E60LM-110015/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Im001

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

E60LM-110015

File No. - N° du dossier

Im001E60LM-110015

CCC No./N° CCC - FMS No/ N° VME

- 
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

### **Certification**

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

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation

E60LM-110015/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Im001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60LM-110015

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**ANNEX "D"**

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**

(See attached SRCL for details)

Solicitation No. - N° de l'invitation

E60LM-110015/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

Im001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60LM-110015

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## **ANNEX "E"**

### **Model Bid Solicitation Form and Resulting Contract Clauses**

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

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

PWGSC-TPSGC 9400-3, Bid Solicitation

PWGSC-TPSGC 9400-4, Contract.

### **REQUEST FOR PROPOSAL (RFP)**

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#### **OFFICE RELOCATION, WAREHOUSING AND RELATED SERVICES**

##### **SERVICES TO BE PROVIDED TO:**

\_\_\_\_\_  
*(State department or agency name here)*

**THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.**

Or

**THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.**

\_\_\_\_\_

**This is an RFP issued against the Office Relocation, Warehousing and Related Services Supply Arrangement (SA) PWGSC file number E60LM-110015. All terms and conditions of the Original Solicitation E60LM-110015 representing the resulting Supply Arrangement issued apply & shall be incorporated into any resulting contract.**

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

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

Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

Im001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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



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Annex "E-5"      Mandatory Technical Criteria (example)  
Annex "E-6"      Insurance Requirement

## PART 1 - GENERAL INFORMATION

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

### 1. Security Requirement

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

**OR**

There is no security requirement associated with the requirement.

### 2. Statement of Work (SOW)

#### 2.1 Summary

(State name of department or Agency), (where located), requires the services of \_\_\_\_\_  
(state the services required) within the \_\_\_\_\_ (name city to be served) for the period of  
\_\_\_\_\_ to \_\_\_\_\_.

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 \_\_\_\_\_ (insert date) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

#### 1.1 SACC Manual Clauses

##### 1.1.1 Sole Source Price Support

In the event that the Bidder's bid is the sole bid received, the Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

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

## 2. Submission of Bids

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

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

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

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

2.1 .....

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

## 3. Enquiries - Bid Solicitation

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

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

**Remark to Contracting Authority:** Indicate the laws of which Canadian province or territory Canada proposes to apply to the resulting contract. The bidder, as instructed, may propose a change to the applicable laws in its bid. For the French version of the article, the term "in" was not translated because

*there is no such common term in French for all the provinces and territory. Therefore, the word "en" must be added in front of Alberta, Colombie-Britannique, Saskatchewan, Ontario and Nouvelle-Écosse; the word "au" in front of Manitoba, Québec, Nouveau-Brunswick, Nunavut and Yukon, the word "à" in front of Terre-Neuve-et-Labrador and l'Île-du-Prince-Édouard, and the words "dans les" in front of Territoires du Nord-Ouest.*

#### 4. Applicable Laws

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

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

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

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

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

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

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

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

Section III: Certifications ( \_\_\_\_\_ hard copies)

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

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

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

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

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

#### Section I: Technical Bid

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

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

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

## **Section II: Financial Bid**

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

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

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

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

### **1. Evaluation Procedures**

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

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

### **1.1 Technical Evaluation**

#### **1.1.1 Mandatory Technical Criteria**

*(Insert mandatory technical evaluation criteria, if applicable)*

(See Annex "E-5", Mandatory Technical Criteria)

### **1.2 Financial Evaluation**

The firm price must be presented in the format detailed in Annex "E-2" - Basis of Payment (to be determined by the Identified User) for the period, from \_\_\_\_\_ (to be determined by the Identified User) to \_\_\_\_\_ (to be determined by the Identified User). All prices are firm and in Canadian dollars, GST or HST extra (if applicable).

A breakdown of the firm price must be provided by the Supplier. Categories of labor, number of labor hours, vehicle type, and cubic feet of warehousing storage must be included in the breakdown. Unit rates must also be included.

The quoted unit rates can be no higher than the Ceiling Unit Rates initially quoted and included in the Supply Arrangement.

## 2. Basis of Selection

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

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

## 3. Security Requirement

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

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

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

**OR**

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

- 1) At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;

- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
- 2) For additional information on security requirements, bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

#### 4. Financial Capability Requirement

- 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).

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

## **PART 5 - CERTIFICATIONS**

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

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

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

## **OPTION 1**

### **1. Certifications Precedent to Contract Award**

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

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

**Remark to Contracting Authority:** Use this option when the certifications must be provided with the bid by solicitation closing date. The requirement for certifications at bid closing must only be used when these certifications are essential to the evaluation of bids at time of bid closing. Delete this option if it is not applicable.

## **OPTION 2**

### **1. Certifications Required with the Bid**

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

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

## **OPTION 3**

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

Bidders must submit the certifications as provided below:

#### **1.1 Certifications Precedent to Contract Award**

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

the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## 1.2 Certifications Required with the Bid

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

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

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

**OR**

There is no security requirement associated with the requirement.

### 2. Statement of Work

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

### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

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

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

#### 3.2 SACC Manual Clauses

##### 3.2.1 Replacement of Specific Individuals

- i) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must

meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection ii). The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **3.2.2 Canadian Content Certification**

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

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

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

## **4. Term of Contract**

### **4.1 Period of the Contract**

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

The period of the Contract can extend beyond the period of the Supply Arrangement.

## **5. Authorities**

### **5.1 Contracting Authority** (The Identified User will identify a Contracting Authority)

The Contracting Authority for the Contract is:

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Buyer ID - Id de l'acheteur

lm001

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CCC No./N° CCC - FMS No/ N° VME

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

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

## **5.2 Project Authority** (The Identified User will identify a Project Authority)

The Project Authority for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

## **5.3 Contractor's Representative**

*(Fill in as applicable)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Remark to Contracting Authority:** *Insert the appropriate SACC Manual clauses or approved clause related to the basis of payment, limitation of expenditure, method of payment, audit and taxes not covered in the general conditions. Consult sections entitled "Period of Payment" and "Interest on*

*Overdue Accounts” of the applicable general conditions before adding clauses to ensure there is no redundancy in the document.*

## **6. Payment**

### **6.1 Basis of Payment**

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

### **6.2 Single Payment**

Canada will pay the Supplier upon completion and delivery of the Work 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 delivered has been accepted by Canada.

### **6.3 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

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

### **6.4 T1204 - Direct Request by Customer Department**

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

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

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

## **7. Invoicing Instructions**

Invoicing requirements and breakdown are to be specified by each Identified User directly to the Contractor. There will be no cost to the Identified Users for this. Payment will only be made upon

submission of an invoice to the satisfaction and acceptance of the respective Client Department Project Authority.

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

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

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

- a) Company name, address, etc.;
- b) Client address;
- c) the date;
- d) Contract Number;
- e) Period in which services were rendered;
- f) Total dollar amount;
- g) Description of work performed

## 8. Certifications

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

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

### 8.2 SACC Manual Clauses

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

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

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

## 9. Applicable Laws

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

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

#### **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) 2010C \_\_\_\_\_ *(insert the number, date and title of the general conditions identified under clause 3.1);*
- (c) Annex X, Statement of Work;
- (d) Annex X, Basis of Payment;
- (e) Annex X, Certifications;
- (f) Annex X, Security Requirements Check List *(if applicable)*;
- (g) Annex X, Insurance Requirements;
- (h) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)* *(If the bid was clarified or amended, insert at time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarifications or amendment(s))*

#### **11. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "E-6". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

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

#### **12. ...**



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## **ANNEX "E-1"**

### **STATEMENT OF WORK**

***(Insert original SOW which is generic in nature in Annex "A" from RFSA (if applicable), include additional information and further details in the SOW (if applicable))***

## ANNEX "E-2" BASIS OF PAYMENT

**Firm Price:** \_\_\_\_\_

Proposed firm price is to be expressed in Canadian Dollar; GST, HST extra (if applicable)

**A breakdown of the firm price must be included. The following table must be used.**

Service Item	Unit Rate	Usage	Extended Price
<b>A - Labour Category</b>			
1. Crew Supervisor	\$_____ per hour	_____ (total number of hours)	
2. General Movers	\$_____ per hour	_____ (total number of hours)	
3. Installers	\$_____ per hour	_____ (total number of hours)	
<b>B - Vehicles, including driver</b>			
4. Cube Van including one driver (mover)	\$_____ per hour	_____ (total number of hours)	
5. Truck min Gross Vehicle Weight Registered (GVWR) 6,800 kg, with or without Hydraulic lift, including one driver (mover)	\$_____ per hour	_____ (total number of hours)	
6. Tractor trailer, with one driver (mover)	\$_____ per hour	_____ (total number of hours)	
<b>C - Warehousing</b>			
7. Warehouse storage and all related services, strictly on the amount of cubic feet of goods warehoused (per cu ft).	\$_____ per cubic foot, per day	_____ (total number of cubic feet)  _____ (total number of days)	
<b>D - Packing Materials and Supplies</b>			
8. Cardboard Boxes (2.2 cu ft capacity, including labels and tape)	\$_____ per box (including labels and tape)	_____ (total number of boxes including labels and tape)	
9. Plastic Bins (30" x 24") with lids, labels and security ties. Price per week with one week minimum.	\$_____ per bin, per week (including labels and ties)	_____ (total number of bins including labels and tape)	
	\$_____ per bin to keep bin	_____ (total number of weeks for above bins including labels and tape)	
		_____ (total number of bins to keep)	
<b>Total Price :</b>			

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**(Firm Price is the Total Price)**

**ANNEX "E-3"**

**SECURITY REQUIREMENT CHECK LIST** *(if applicable)*

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

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

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

**2. Status and Availability of Resources**

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

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

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

**3 Canadian Content Certification**

**3.1** The Bidder warrants that the certification of Canadian Content submitted by the Bidder is accurate and complete, and that the goods, services or both to be provided under any contract are in accordance with the definition contained in clause A3050T.

**3.2** The Bidder must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Bidder must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Supply Arrangement, or until settlement of all outstanding claims and disputes under the Supply Arrangement, whichever is later. All such records and documentation must at all times during

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the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Bidder 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.

- 3.3** Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Supply Arrangement.

### **Canadian Content Certification**

- 3.4** This procurement is solely limited to Canadian services.

The Bidder certifies that:

- ( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T(2010-01-11) Canadian Content Definition

**ANNEX "E-5"****MANDATORY TECHNICAL CRITERIA****Mandatory Technical Criteria:****1.1.1 Mandatory Technical Criteria:**

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

**1.1.1(a) Proposed Labor Resources** *(Optional - for the Identified Users to specify)*

The Bidder must provide the names of one crew supervisor, two general movers, and two installers that will be working on this contract, should they be awarded the contract.

**1.1.1(b) Experience and Expertise of Proposed Resources**

The Bidder must demonstrate that the proposed resources meet the following minimum mandatory criteria:

- i) **Proposed Crew Supervisor:**  
*(Note for the Identified Users: Experience below is the minimum to match SA Statement of Work. Identified Users could ask for more experience if necessary.)*

Each proposed Crew Supervisor must have

- a minimum of twelve (12) months experience in the area of office relocation within the last five (5) years,
- a minimum of twelve (12) months experience within the last five (5) years in installing, assembling and disassembling office furniture, and
- a minimum of twelve (12) months experience within the last five (5) years in sequential (i.e. succeeding or following in order) packing, moving and unpacking of records, and in relocation of records storage shelving units.

The Bidder must demonstrate the experience of the Crew Supervisor by describing the specific work.

Only listing work title(s) or contract number(s) without details will not be accepted as experience. The Bidder must provide details of specific work, what activities, client(s), duration of the work from when to when (year and month), and client reference name and phone number.

including

- ii) **Proposed General Movers:** *(Optional - for the Identified Users to specify)*

Each proposed General Mover must have a minimum of twelve (12) months experience within the last five (5) years in moving and relocation office equipment and furniture.

The  
specific

Bidder must demonstrate the experience of the General Movers by describing work.

Overlapped periods will be calculated only once.

Only listing work title(s) or contract number(s) without details will not be accepted as experience. The Bidder must provide details of specific work, what activities, client(s), duration of the work from when to when (year and month), and client reference including name and phone number.

iii) Proposed Installers: *(Optional - for the Identified Users to specify)*

Bidder Each proposed Installer must have a minimum of twelve (12) months experience within the last five (5) years installing, assembling and disassembling office furniture. The must demonstrate the experience of the Installers by describing specific work.

Overlapped periods will be calculated only once.

Only listing work title(s) or contract number(s) without details will not be accepted as experience. The Bidder must provide details of specific work, what activities, client(s), duration of the work from when to when (year and month), and client reference including name and phone number.

### 1.1.1(c) Equipment

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

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

### 1.1.1(d) Terms and conditions/Statement of Work

By submitting a bid, the Bidder understands and agrees that it is offering to Canada to provide the services in strict conformity with all the terms and conditions contained herein, including the Statement of Work attached hereto as Annex "E-1".

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## ANNEX "E-6"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

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



- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- for (o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor liabilities arising from damages caused by accidental pollution incidents.
- (p) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

### **All Risk Property Insurance**

The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$2,000,000.00. The Government's Property must be insured on Replacement Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:

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

### **Warehouseman's Legal Liability Insurance**

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 \$2,000,000.00. The Government's Property must be insured on a Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to Government Property to ensure that claims are properly made and paid.
3. The following endorsements must be included:
  - (a) Notice of Cancellation: The Insurer will endeavor 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 Federal Government Department who issued the call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

### **All Risk in Transit Insurance**

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$2,000,000.00 per shipment. Government Property must be insured on Replacement Cost (new) basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:

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- (a) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
- (b) Loss Payee: Canada as its interest appears or as it may direct.

- 
- (c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Federal Government Department who issued the call up document and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**Automobile Liability Insurance**

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

**Additional Insurance**

Notwithstanding the Contractor's requirement to maintain insurance pursuant to Annex "E-6", the Identified User hereby reserves the right to make a special declaration for goods whose value exceeds the Contractor's limit of insurance coverage. Upon such a declaration, the Contractor must provide a separate estimate and the Identified User must be responsible for the additional premium.

## ANNEX "F"

### Set-Aside Program - Information and Certifications

#### 1. Requirements for the Set-aside Program for Aboriginal Business

##### 1.1 Who is eligible?

An **Aboriginal business**, which can be:

- a band as defined by the Indian Act
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A **joint venture** consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

##### 1.2 Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business? - Yes.

- In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

- As part of its bid, the bidder must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:
  - meets the requirements for the Program and will continue to do so throughout the duration of the contract;
  - will, upon request, provide evidence that it meets the eligibility criteria;
  - is willing to be audited regarding the certification; and
  - acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

### 1.3 How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

### 1.4 What evidence may be required from the business?

#### **Ownership and control**

**Evidence of ownership and control of an Aboriginal business or joint venture** may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Appendix A for a list of the factors which may be considered by Canada.)

#### **Employment and employees**

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal.

**Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees** may include payroll records, written offers for employment, and remittance and

payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.

**A full-time employee**, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

### **Subcontracts**

**Evidence of the proportion of work done by subcontractors** may include contracts between the contractor and subcontractors, invoices, and paid cheques.

**Evidence that a subcontractor is an Aboriginal business** (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

### **1.5 Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?**

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

**Evidence of being an Aboriginal person** will consist of such proof as:

- Indian registration in Canada
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada
- acceptance as an Aboriginal person by an established Aboriginal community in Canada
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement
- membership or entitlement to membership in a group with an accepted comprehensive claim

**Evidence of being resident in Canada** includes a provincial or territorial driver's licence, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Economic Development Program Directorate in the Department of Indian and Northern Affairs at 819-956-9836 or 1-800-400-7677 or fax 819-956-9837.

## Appendix A

### The Set-Aside Program for Aboriginal Business

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
- Tax returns to identify ownership and business history
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions
- Contracts with owners, officers and employees to be fair and reasonable
- Stockholder authority, i.e. appointments of officers, directors, auditors
- Trust agreements made between parties to influence ownership and control decisions
- Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership
- Transfer pricing from non-Aboriginal joint venturer
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreements

## 2. Aboriginal Business Certification

**2.1** This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

**2.2** The Bidder:



- (i) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- (ii) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

**2.3** The Bidder must check the applicable box below:

- (i) ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- (ii) ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

**2.4** The Bidder must check the applicable box below:

- (i) ☐ The Aboriginal business has fewer than six full-time employees.

OR

- (ii) ☐ The Aboriginal business has six or more full-time employees.

**2.5** The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

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

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date