

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet PPE Storage and Handling	
Solicitation No. - N° de l'invitation H3525-146034/A	Date 2015-04-10
Client Reference No. - N° de référence du client H3525-146034	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-607-10418	
File No. - N° de dossier EDM-4-37296 (607)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-28	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jenkinson, Lorraine	Buyer Id - Id de l'acheteur edm607
Telephone No. - N° de téléphone (780) 497-3593 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH DRUG DISTRIBUTION CENTRE 12745-149TH ST EDMONTON Alberta T5L4M9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Solicitation No. - N° de l'invitation

H3525-146034/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm607

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

H3525-146034

File No. - N° du dossier

EDM-4-37296

CCC No./N° CCC - FMS No/ N° VME

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**TITLE: STORAGE & HANDLING SERVICES FOR COMMUNICABLE DISEASE EMERGENCY
MEDICAL EQUIPMENT AND SUPPLIES**

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, the Task Authorization Form 572 and any other annexes as indicated in the Table of Contents.

1.2 Summary

- 1.2.1 This requirement is for Health Canada, Drug Distribution Centre in Edmonton, Alberta for the warehouse storage, handling, and delivery services of Communicable Disease Emergency (CDE) personal protective equipment (PPE) and medical supplies for health care workers in Health Centres and Nursing Stations located on First Nation Reserves in accordance with the Statement of Work detailed in Annex "A".

The contract will be effective from 2015-05-01 to 2017-03-31 with the option to extend the term of the Contract by up to three (3) additional one (1) year period(s).

- 1.2.2 There is a mandatory site visit associated with this requirement, consult Part 2 – Bidder Instructions.
- 1.2.3 As per the Integrity Provisions under section 01 of Standard Instructions 2003, bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- 1.2.4 For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of the bid solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- 1.2.5 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- 1.2.6 The requirement is limited to Canadian goods and/or services.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The *2003* (2014-09-25), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids 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 bid solicitation.

Bids transmitted by facsimile to PWGSC will be accepted.

2.3 Former Public Servant

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

2.3.1 Definitions

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

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

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

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

2.3.2 Former Public Servant in Receipt of a Pension

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

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

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

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

2.3.3 Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

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

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

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

2.5 Applicable Laws

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

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.

2.6 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held:

Date: 2015-April-17
Time: 10:00 a.m.
Location: Health Canada, Drug Distribution Centre
12745 - 149th Street
Edmonton, Alberta

Bidders are requested communicate with the Contracting Authority no later than **02:00 pm MDT, 2015-April-16** to confirm attendance and provide the name(s) of the person(s) who will attend.

Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy or 1 fax copy)
Section II: Financial Bid (1 hard copy or 1 fax copy)
Section III: Certifications (1 hard copy or 1 fax 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.

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

Mandatory technical evaluation criteria are included in Annex "F".

4.1.2 Financial Evaluation

4.1.2.1 Calculation of Total Bid Price

The Total Bid Price will be calculated in the following method:

- a) Section 1:
 - (i) The unit prices quoted for each item (1.1.1, 1.1.2, 1.2.1, 1.2.2, 1.3.1, 1.3.2, 1.4.1, and 1.4.2) will be multiplied by the estimated quantity to arrive at a total price per item.

- (ii) The totals of each (1.1.1-1.1.2, 1.2.1-1.2.2, 1.3.1-1.3.2, and 1.4.1-1.4.2) will be added together to obtain a total estimated cost for each year.
 - (iii) The totals for each year will be added together to determine the Total Estimated Cost - Section 1.
- b) Section 2:
 - (i) The unit prices quoted for each item (2.1.1-2.1.6, 2.2.1-2.2.6, 2.3.1-2.3.6, and 2.4.1-2.4.6) will be multiplied by the estimated quantity to arrive at a total price per item.
 - (ii) The totals of each item (2.1.1-2.1.6, 2.2.1-2.2.6, 2.3.1-2.3.6, and 2.4.1-2.4.6) will be added together to obtain a total estimated cost for each year.
 - (iii) The totals for each year will be added together to determine Total Estimated Cost - Section 2.
- c) The totals of Section 1 and Section 2 will be added together to determine the Total Bid Price.

4.1.2.2 SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

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

PART 5 - CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Precedent to Contract Award

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

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 Canadian Content Certification

5.1.3.1.1 SACC Manual clause [A3050T](#) (2014-11-27), Canadian Content Definition.

5.1.3.1.2 Certification

This procurement is limited to Canadian services. The Bidder certifies that:

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

PART 6 - OTHER REQUIREMENTS

6.1 Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.1.2 Task Authorization

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

7.1.2.1 Task Authorization Process

- a) The Project Authority will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" specified in Annex "D".
- b) The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
- c) The Contractor must provide the Project Authority, within seven (7) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- d) The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The Project may authorize individual task authorizations up to a limit of **\$25,000.00**, Applicable Taxes included, inclusive of any revisions.

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

7.1.2.4 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "E". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

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

The data must be submitted to the Contracting Authority no later than ten (10) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain (contracting authority to edit the text as applicable):

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of award to 2017-03-31 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods [Period 1: 2017-04-01 to 2018-03-31; Period 2: 2018-04-01 to 2019-03-31; Period 3: 2019-04-01 to 2020-03-31], under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Jenkinson
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
ATB Place, North Tower, 5th Floor
10025 Jasper Avenue NW
Edmonton, AB T6J 1S6

Telephone: 780-497-3593 Facsimile: 780-497-3593
E-mail address: Lorraine.Jenkinson@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is:

To be named in the Contract.

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.

7.5.3 Administrative Authority

The Administrative Authority for the Contract is:

To be named in the Contract.

The Administrative Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Administrative Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Administrative Authority however the Administrative Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.4 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

7.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

7.7.2.2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

7.7.2.3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Monthly Payment

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

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

7.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C0711C (2008-05-12), Time Verification

C0710C (2007-11-30), Time and Contract Price Verification

7.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.

7.8.2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.9.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex X, Basis of Payment;
- (e) Annex X, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on _____ " *or* ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12 SACC Manual Clauses

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

A9068C (2010-01-11), Government Site Regulations

7.13 Insurance – Specific Requirements

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

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

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

ANNEX "A" - STATEMENT OF WORK

STORAGE & HANDLING SERVICES FOR COMMUNICABLE DISEASE EMERGENCY MEDICAL EQUIPMENT AND SUPPLIES

1. Background:

Health Canada, Drug Distribution Centre (DDC) is working in partnership with Health Canada, First Nation and Inuit Health Branch in Ottawa for the acquisition, storage, handling, and distribution of Communicable Disease Emergency (CDE) personal protective equipment (PPE) and medical supplies for health care workers in Health Centres and Nursing Stations located on First Nation Reserves. As a result, the Health Canada, Drug Distribution Centre currently has storage and handling services for approximately 800 pallets of CDE PPE under an existing contract that ends on April 30th, 2015.

2. Objective:

To obtain longer term warehouse storage and handling services within the city of Edmonton, AB.

3. Scope of Work:

3.1 Services

The Contractor will be responsible for, but not be limited to, the following services:

- Receive, inspect, record, and store goods;
- Label and ship goods as and when requested;
- On request, provide delivery service by a licensed carrier solely for goods stored or to be stored in the Contractor's warehouse facility;
- Store approximately 700 – 1,300 pallets of approximately 40" X 48" X 48" high in dimensions. (There is no guarantee that all pallets will be this size as this is only an approximation. If pallets are higher and cannot fit into racking, re-palleting services will also be required from the Contractor and will be inclusive of the handling fee);
- Warehouse staff must be reachable via telephone, during the normal working hours of 8:00am to 5:00pm, Monday to Friday. The Contractor must have an emergency contact list for staff reachable by phone on Saturday, Sunday and all statutory holidays in the event of a CDC emergency. Exceptions may apply, especially in the event of a Communicable Disease Emergency, when Contractor staff will need to be available and reachable outside normal workings as indicated, including on weekends and statutory holidays;
- Allow Health Canada no-cost, unhindered access to the warehouse facility for the purpose of inspecting their goods. Visits will be by appointment and during normal working hours as indicated, and Health Canada will provide, on request from the Contractor, a list of personnel authorized to inspect their goods (Health Canada may also approve visits by other staff members on specific occasions). Any necessary labour by the Contractor's personnel in making goods accessible for examination or inspection (e.g., by lowering from upper storage levels) will be charged at a specified hourly labour rate;
- Provide customer parking at no cost to Health Canada personnel;

- Provide monthly reports detailing:
 - Total number of pallets, broken down by description (e.g., 500 pallets of small gloves, 400 pallets of exam gowns, etc...);
 - Number of new pallets received, with description of goods and pallet number (numbering system to be provided by Health Canada staff);
 - Number of pallets taken out, with description of goods and pallet number (numbering system to be provided by Health Canada staff).

Note: Health Canada, Drug Distribution Centre staff will be keeping inventory stats as well and will work with the Contractor to verify inventory and investigate/rectify any discrepancies that may occur.

3.2 Warehouse Facility

The Contractor will be responsible for, but not be limited to, the following warehouse facility specifications:

- Current anticipated space for approximately 800 to 1000 pallets, in aisle format;
- Racking for pallets of goods, so that they are not stacked on top of each other;
- Humidity control, to the extent that paper products will not be damaged while in storage (maximum 40% humidity level). In addition, the warehouse must be clean and held at a dry ambient-temperature (minimum 15°C to a maximum of 30°C);
- Proper fire extinguishing equipment and preferably a sprinkler system;

The Project Authority must be satisfied that the Contractor follows good warehousing practices, e.g., neat, stacks away from the wall, active warehousing, good housecleaning program, rodent and pest control program, good lighting, etc.

The Contractor agrees to notify Health Canada of any change in warehouse location at least 60 days in advance of any proposed change. Relocation of goods must be approved in advance by Health Canada.

3.3 Warehouse Equipment and Handling Aids

The Contractor will be responsible for providing and maintaining in good operating condition, but not be limited to, the following warehouse equipment and handling aids:

- A powered forklift capable of reaching the highest location in the warehouse;
- A powered forklift or "docker" for use in loading and unloading, capable of transporting palletized goods in and out of transport vans and of stacking pallets.

3.4 Warehouse Safekeeping Practices

- Access to Government-owned goods is permitted for only the Contractor's regular employees who are normally engaged in providing warehousing services and those identified in advance by Health Canada;
- Doors to the warehouse will be either locked or supervised at all times;

- For after-hours security, the warehouse is to be equipped with an alarm system, monitored by a security service company.

3.5 Responsibilities of Government Department

Health Canada will be responsible for the following:

- Coordinating delivery of goods;
- Supplying the Contractor with all necessary documentation for the receipt of Government-owned material to be warehoused;
- Supplying the Contractor with any relevant information or documentation that may be required for the onward shipment of goods to different consignees (e.g., consignee's name, shipping address, method of transportation and deadline);
- Informing the Contractor as soon as possible of any urgent requirements which could necessitate overtime and extra resources;
- Paying all transportation costs incurred for authorized shipments made on Health Canada's behalf;
- Inspection and quality control of all goods received.

In addition Health Canada will:

- Require access during normal working hours, as indicated, to the warehouse facility to verify the amounts "on-site".
- Be responsible to report short shipments and damaged goods to the goods suppliers;
- Provide labelling/numbering, but may require use of the Contractor's photocopier;
- Maintain a spreadsheet that identifies the movement in/out of the goods.

3.6 Outbound Loads and Delivery:

Due to the emergent nature of the goods, replenishment of goods with short notice is required, as they become depleted at the DDC warehouse. Goods are to be delivered within 24 hours from receipt of a request by the DDC. They are to be delivered to:

Health Canada
Drug Distribution Warehouse
12745 – 149th Street
Edmonton, Alberta
T5L 4M9

It is anticipated that the majority of shipments will be to this address; however, shipments to other locations within and outside the province of Alberta may occur. In these instances, Health Canada staff will be responsible for the shipping documentation, labelling and payment of additional freight charges. The conduct of this work by Health Canada staff may be required onsite at the Contractor's storage facility.

4. Meetings:

Upon contract award, Health Canada representatives will meet with the Contractor at the warehouse to discuss logistics.

5. Special Considerations:

In the event of a Communicable Disease Emergency, Health Canada, Drug Distribution Centre may be required to operate 24 hours a day, 7 days a week, which may result in services being required of the Contractor outside regular work hours as indicated, including weekends and statutory holidays.

The amount of goods and, number of pallets in storage will vary from month-to-month as goods expire or are depleted or purchased. In addition, there may be a requirement to add pallets for storage, depending on the Communicable Disease Emergency situation.

As and when goods expire, Health Canada Drug Distribution staff will arrange for their disposal and destruction and replenishment.

ANNEX "B" - BASIS OF PAYMENT

- Bidders are requested to complete the table below and submit completed table with their bid.
- Bidders must submit firm unit prices for the period of the Contract for all items listed below.
- Should there be an error in the extended pricing of the bid, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the bid will be changed to reflect the quantities stated in the solicitation.
- The quantities specified below are for evaluation purposes only.
- Firm Unit Prices do not include Applicable taxes. Applicable Taxes will be added as a separate line item to any invoice issued as a result of a Contract.
- Payment will be made in accordance with the following pricing.

1.0 SCHEDULED SERVICES FOR PALLET HANDLING AND STORAGE:

1.1	Contract Period: award to to 2017-03-31				
Item	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
1.1.1	Pallet Storage: Storage of Pallets per pallet per month	1,300	pallets per month	\$	\$
1.1.2	Pallet Handling: handling of pallets (in-bound and out-bound ONLY)	1,300	pallets	\$	\$
1.1.3	Total Estimated Cost for Contract Period:				\$
1.2	Option Period 1: 2017-04-01 to 2018-03-31				
Item	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
1.2.1	Pallet Storage: Storage of Pallets per pallet per month	1,300	pallets per month	\$	\$
1.2.2	Pallet Handling: handling of pallets (in-bound and out-bound ONLY)	1,300	pallets	\$	\$
1.2.3	Total Estimated Cost for Option Period 1:				\$
1.3	Option Period 2: 2018-04-01 to 2019-03-31				
Item	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
1.3.1	Pallet Storage: Storage of Pallets per pallet per month	1,300	pallets per month	\$	\$
1.3.2	Pallet Handling: handling of pallets (in-bound and out-bound ONLY)	1,300	pallets	\$	\$
1.3.3	Total Estimated Cost for Option Period 2:				\$

1.4	Option Period 3: 2019-04-01 to 2020-03-31				
Item	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
1.4.1	Pallet Storage: Storage of Pallets per pallet per month	1,300	pallets per month	\$	\$
1.4.2	Pallet Handling: handling of pallets (in-bound and out-bound ONLY)	1,300	pallets	\$	\$
1.4.3	Total Estimated Cost for Option Period 3:				\$
Total Estimated Cost - Section 1 (1.1.3+1.2.3+1.3.3+1.4.3):					\$

2.0 AS AND WHEN REQUESTED SERVICES:

Additional services may be required on an "as and when" requested basis and authorized by the Project Authority through the issuance of a Task Authorization Approval Form. The work requested in any resulting Task Authorization must be for the requirement defined above and for the type of services defined in Annex A - Statement of Work.

The estimated quantities provided below are for evaluation purposes only. Canada makes no representation as to the amount of "as and when requested" work pursuant to this Contract and retains the right not to raise any task authorization as detailed in Annex A.

Firm all inclusive prices/rates including overhead, profit and all related costs for additional service charges described in Annex A on an "AS AND WHEN" requested basis.

The prices bid will be used for bid evaluation totals, and services will be paid in accordance to the following pricing schedule:

2.1	Contract Period:	award to to 2017-03-31			
Item	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
2.1.1	Labour Rates - Regular Hours: Labour rates for regular hours, Monday to Friday, 8am to 4:30pm. Warehouse personnel - destuffing, sorting, palletizing, strapping, including use of equipment	40	Hours per month	\$	\$
2.1.2	Labour Rate - After Hours: Labour rates for outside regular hours and week-end hours Warehouse personnel - destuffing, sorting, palletizing, strapping, including use of equipment	18	Hours per month	\$	\$
2.1.3	Transportation Delivery by truck to Health Canada Edmonton Facility -inclusive of truck rental and driver OR -by third Party services	2	Delivery per month	\$	\$

2.1.4	Rush orders (less than 24 hours from request) Pallets are to be obtained from storage and delivered to the DDC warehouse in Edmonton	10	Order Per month	\$	\$
2.1.5	Pallet and dunnage, packaging fees (Note: In the event that more Pandemic supplies have to be ordered and in the event that the goods do not come packaged properly, this service would be required.	1	Pallet per month	\$	\$
2.1.6	Photocopying, scanning and fax services, per sheet	20	per sheet	\$	\$
2.1.7	Total Estimated Cost for Contract Period:				\$
2.2	Option Period 1: 2017-04-01 to 2018-03-31				
Item	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
2.2.1	Labour Rates - Regular Hours: Labour rates for regular hours, Monday to Friday, 8am to 4:30pm Warehouse personnel - destuffing, sorting, palletizing, strapping, including use of equipment	40	Hours per month	\$	\$
2.2.2	Labour Rate - After Hours: Labour rates for outside regular hours and week-end hours Warehouse personnel - destuffing, sorting, palletizing, strapping, including use of equipment	18	Hours per month	\$	\$
2.2.3	Transportation Delivery by truck to Health Canada Edmonton Facility -inclusive of truck rental and driver OR -by third Party services	2	Delivery per month	\$	\$
2.2.4	Rush orders (less than 24 hours from request) Pallets are to be obtained from storage and delivered to the DDC warehouse in Edmonton	10	Order Per month	\$	\$
2.2.5	Pallet and dunnage, packaging fees (Note: In the event that more Pandemic supplies have to be ordered and in the event that the goods do not come packaged properly, this service would be required.	1	Pallet per month	\$	\$
2.2.6	Photocopying, scanning and fax services, per sheet	20	per sheet	\$	\$
2.2.7	Total Estimated Cost for Option Period 1:				\$

2.3	<u>Option Period 2: 2018-04-01 to 2019-03-31</u>			-	-
Item	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
2.3.1	Labour Rates - Regular Hours: Labour rates for regular hours, Monday to Friday, 8am to 4:30pm Warehouse personnel - destuffing, sorting, palletizing, strapping, including use of equipment	40	Hours per month	\$	\$
2.3.2	Labour Rate - After Hours: Labour rates for outside regular hours and week-end hours Warehouse personnel - destuffing, sorting, palletizing, strapping, including use of equipment	18	Hours per month	\$	\$
2.3.3	Transportation Delivery by truck to Health Canada Edmonton Facility -inclusive of truck rental and driver OR -by third Party services	2	Delivery per month	\$	\$
2.3.4	Rush orders (less than 24 hours from request) Pallets are to be obtained from storage and delivered to the DDC warehouse in Edmonton	10	Order Per month	\$	\$
2.3.5	Pallet and dunnage, packaging fees (Note: In the event that more Pandemic supplies have to be ordered and in the event that the goods do not come packaged properly, this service would be required.	1	Pallet per month	\$	\$
2.3.6	Photocopying, scanning and fax services, per sheet	20	per sheet	\$	\$
2.3.7	Total Estimated Cost for Option Period 2:				\$
2.4	<u>Option Period 3: 2019-04-01 to 2020-03-31</u>			-	-
Item	Description	Est. Qty	Unit of Issue	Unit Price	Extended Price
2.4.1	Labour Rates - Regular Hours: Labour rates for regular hours, Monday to Friday, 8am to 4:30pm Warehouse personnel - destuffing, sorting, palletizing, strapping, including use of equipment	40	Hours per month	\$	\$
2.4.2	Labour Rate - After Hours: Labour rates for outside regular hours and week-end hours Warehouse personnel - destuffing, sorting, palletizing, strapping, including use of equipment	18	Hours per month	\$	\$

2.4.3	Transportation Delivery by truck to Health Canada Edmonton Facility -inclusive of truck rental and driver OR -by third Party services	2	Delivery per month	\$	\$
2.4.4	Rush orders (less than 24 hours from request) Pallets are to be obtained from storage and delivered to the DDC warehouse in Edmonton	10	Order Per month	\$	\$
2.4.5	Pallet and dunnage, packaging fees (Note: In the event that more Pandemic supplies have to be ordered and in the event that the goods do not come packaged properly, this service would be required.	1	Pallet per month	\$	\$
2.4.6	Photocopying, scanning and fax services, per sheet	20	per sheet	\$	\$
2.4.7	Total Estimated Cost for Option Period 3:				\$
	Total Estimated Cost - Section 2 (2.1.7, 2.2.7, 2.3.7, 2.4.7):				\$
	Summary of Estimated Prices				
1.0	Total Estimated Cost - Section 1			(GST EXTRA)	\$
2.0	Total Estimated Cost - Section 2			(GST EXTRA)	\$
	Total Bid Price - Sections 1 + 2:			(GST EXTRA)	\$
	GST			5%	\$

ANNEX "C" - INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

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

Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

2. Warehouseman's Legal Liability Insurance

- 2.1. 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 \$3,500,000.00. The Government's Property must be insured on a "Replacement Cost (new) basis.
- 2.2. 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.
- 2.3. The following endorsements must be included:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
 - c. Loss Payee: Canada as its interest may appear or it may direct.
 - d. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Health Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Solicitation No. - N° de l'invitation
H3525-146034/A
Client Ref. No. - N° de réf. du client
H3525-146034

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-4-37296

Buyer ID - Id de l'acheteur
edm607
CCC No./N° CCC - FMS No./N° VME

ANNEX “D” - TASK AUTHORIZATION FORM PWGSC-TPSGC



Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements

Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

☐

No - Non

☐

Yes - Oui

If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract

Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.

Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A.Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint <input type="checkbox"/>
B. Basis of Payment - Base de paiement	See Attached - Ci-joint <input type="checkbox"/>
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint <input type="checkbox"/>
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint <input type="checkbox"/>

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date

ANNEX "E" - TASK AUTHORIZATION USAGE REPORT

The Contractor must provide quarterly Task Authorization (TA) usage reports . The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 January	01 October	31 December
15 April	01 January	31 March
15 July	01 April	30 June
15 October	01 July	30 September

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
Total Dollar Value of TAs for this Period:			
Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):			

[] Check this box if you are submitting a NIL **REPORT** (We have not done any business with Canada under this Contract, for this period).

SEND TO: WST-PA-Edm@pwgsc.gc.ca Or Facsimile: (780) 497-3510

ANNEX "F" – EVALUATION CRITERIA

A. EVALUATION:

A.1.0. Mandatory Technical Criteria:

- a) Ability to meet the Mandatory Minimum Technical Specifications as described below.
- b) Failure to meet any of the Mandatory Technical Criteria at bid closing will render the bid non-responsive and it will be given no further consideration.

Mandatory Minimum Technical Specifications		
Item	Description	Yes/No
A.	Pre-screen: The Bidder must provide supporting documentation for the product offered to verify compliance to the following criteria.	
1.	Statement of Work item 3.2 Warehouse Facility	
a)	Current anticipated space for approximately 1,300 pallets, in aisle format;	
b)	Racking for pallets of goods, so that they are not stacked on top of each other;	
c)	Humidity control, to the extent that paper products will not be damaged while in storage (maximum 40% humidity level). In addition, the warehouse must be clean and held at a dry ambient-temperature (minimum 15°C to a maximum of 30°C);	
d)	Proper fire extinguishing equipment and preferably a sprinkler system.	
2.	Statement of Work Item 3.3 Warehouse Equipment and Handling Aids.	
a)	A powered forklift capable of reaching the highest location in the warehouse;	
b)	A powered forklift or "docker" for use in loading and unloading, capable of transporting palletized goods in and out of transport vans and of stacking pallets.	
3.	Statement of Work Items 3.4 Warehouse Safekeeping Practices	
a)	For after-hours security, the warehouse is to be equipped with an alarm system, monitored by a security service company.	
B.	Site Inspection: An evaluation team will visit the Bidder's premises to view the site and verify the Bidder meets the Mandatory Minimum Technical Specifications.	