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E60LM-140025/B  
Client Ref. No. - N° de réf. du client  
E60LM-140025

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Im001E60LM-140025

Buyer ID - Id de l'acheteur  
Im001  
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**TITLE: TRANSPORTATION SERVICES FOR NATIONAL INTRA-CITY SCHEDULED RUNS**

**PART 1 - GENERAL INFORMATION**

**1.1 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 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, and Model Bid Solicitation Form and Resulting Contract Clauses.

**1.2 Summary**

**1.2.1** A Supply Arrangement (SA) is a method of supply where the Identified User, under the framework of the Arrangement, may solicit bids from a pool of pre-screened suppliers. An 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. SA's 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).

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

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

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

The following dedicated driver/vehicle categories are requested. Please refer to Annex B, Basis of Payment.

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

\*\*\*As well as additional labourer

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

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

**1.2.4** This requirement is subject to the Agreement on Internal Trade (AIT).

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

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

The period of the SA will be from **April 01, 2016 to March 31, 2018**, plus two (2) additional one-year options.

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 hereby grants to Canada the irrevocable option to extend the terms of the SA for up to two (2) additional one (1) year periods, under the same terms and conditions. Canada may exercise this option at any time by written notice to the qualified supplier at least thirty (30) days prior to the SA expiry date or any extension thereof.

Extensions will be addressed through an RFSA termed as "Annual Refresh"; (see Part 6, A. article 7 for details).

### **1.2.6 Comprehensive Land Claims Agreement (CLCAs)**

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

Notification of the procurement will be issued to the appropriate land claimant group(s) by the Supply Arrangement Authority on the date of posting on the Government Electronic Tendering Service (GETS).

CLCAs contain specific government contracting obligations which apply when contracting for the provision of goods, services or construction in areas subject to CLCAs. For any solicitation against the Supply Arrangement that may result in deliveries of goods and/or services within a CLCSA, whenever practical and consistent with sound procurement management, additional socio-economic evaluation criteria will be included in the bid solicitation stage of the requirement to address any CLCAs contractual obligations. There may also exist some restrictions related to access to Aboriginally-owned lands. Before contracts are issued, the Identified User must review the access provisions of any applicable CLCA(s) and liaise with the appropriate contact within INAC's Implementation Branch for guidance.

**1.2.7** As per the Integrity Provisions under section 01 of Standard Instructions [2008](#), suppliers 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.

**1.2.8** For services requirements, Suppliers must provide the required information as detailed in article 2.3 of Part 2 of the Request for Supply Arrangements (RFSA), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

**1.2.9** The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a preference for Canadian goods and/or services or may be limited to Canadian goods and/or services.

### **1.3 Security Requirements**

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

At the bid solicitation stage, if a security requirement is needed, the Identified User will provide a Security Requirement Check List (SRCL) for the Suppliers to meet the security requirements specified.

Suppliers wishing to be sponsored for security clearance through PWGSC, Canadian Industrial Security Directorate (CISD) must contact the Supply Arrangement Authority specified in this document.

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

For additional information on security requirements, suppliers should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **1.4 Canadian Content**

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

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

## **1.5 Debriefings**

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**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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.

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](#) (2014-09-25) 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: 60 days  
Insert: 90 days

### **2.2 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.

### **2.3 Former Public Servant - Notification**

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **2.4 Enquiries - Request for Supply Arrangements**

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

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

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

## **2.5 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.

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

### **3.1 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 and one soft copy on CD)
- Section III: Certifications (one hard copy)

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

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

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

- (a) use 8.5 x 11 inch (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-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers 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 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 Applicable Taxes must be shown separately.

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

Suppliers must submit the certifications required under Part 5.

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

### **4.1 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.

#### **4.1.1 Technical Criteria**

##### **4.1.1.1 Mandatory Technical Criteria**

###### **4.1.1.1 (a) Corporate Profile**

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

In the case of a joint venture arrangement, the Supplier must include the identity of the members of the firm or (in the case of an incorporated joint venture) the identity of its shareholders, the principal businesses of the members/shareholders, and the ownership structure.

If the response to this RFSA is made by a joint venture, the Supplier must describe the precise nature of the joint venture, its legal status and confirm its acceptance of the following general principles:

- a) That the signatories are acting and shall be responsible jointly and severally for the Contractor's obligations under any Contract awarded to the Supplier pursuant a SA issued as a result of this RFSA;
- b) That the payment of moneys under any contract to the identified lead member will act as a release from all parties;
- c) That giving notice by the Minister to the identified lead member will act as notice to members of the joint venture;
- d) That the Minister may, at his discretion in the event of disputes among joint venture members or changes in its composition, direct that the contract be terminated, without in any way altering the liability of the original signatories for performance of the terms of the contracts; and
- e) Where Canada has determined that the joint venture lacks sufficient assets to guarantee its contract performance, financial security for the performance of the joint venture's obligations may be required or, alternatively, financial and performance guarantees will be obtained from each of the joint venture members.

###### **4.1.1.1 (b) Supplier/Corporate relevant Projects and references**

The Supplier must have performed within the past five (5) years a minimum of three (3) projects relevant to the work undertaken by scheduled, dedicated transportation and related services. To be considered, each project must have a minimum period of two months or 60 calendar days.

Each project must include the following:

- Project Description including Deliverables
- Start and End Date (year and month are sufficient. If number of days is provided with month and year,

the number of days will override number of months)

- Client Reference (name and telephone number)  
Canada reserves the right to contact the client reference if necessary in order to verify the project(s) provided by the Supplier.

#### 4.1.2 Financial Evaluation

Suppliers are required to provide ceiling per diem rates, for any dedicated driver/vehicle and cities they wish to bid on and/or add any dedicated driver/vehicle categories or cities, as per Basis of Payment in Annex B for the Arrangement.

- Per diem is defined as a working day of 7.5 hours, exclusive of meal breaks.
- The requested ceiling per diem rates provides for one driver with vehicle; and are to be all inclusive, in Canadian dollars.
- GST/HST and fuel surcharge must not be included in the ceiling per diem rates.
- Fuel surcharge will be addressed in the bid solicitation stage and resulting contract if there is pressure on fuel prices in the marketplace.
- Overtime: All proposed personnel must be available to provide services outside normal office hours during the duration of any contract. Overtime may be paid under exceptional circumstances, provided the Identified User gives pre-approval in writing and it is in accordance with Federal and Provincial regulations.

##### 4.1.2.1 Mandatory Financial Criteria

**4.1.2.1(a)** Suppliers must submit a ceiling per diem rate for at least **one city**, and one dedicated driver/vehicle category.

**4.1.2.2(b)** Suppliers must also provide ceiling per diem rate for additional labourer.

- Should additional labourer be offered at no charge to Canada, the supplier must indicate "no charge or N/C" under the appropriate section.
- If the additional labourer is not available, under the appropriate section the supplier must indicate "not available" or "N/A", or just leave this section blank.

**4.1.2.3(c)** The ceiling per rate(s) provided must cover the following periods:

- initial period from April 01, 2016 to March 31, 2018,
- option year one from April 01, 2018 to March 31, 2019, and
- option year two from April 01, 2019 to March 31, 2020.

**4.1.2.4(d)** Suppliers must use the spreadsheet provided, not any other, to provide ceiling per diem rate(s).

#### 4.2 Basis of Selection

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.

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File No. - N° du dossier  
Im001E60LM-140025

Buyer ID - Id de l'acheteur  
Im001  
CCC No./N° CCC - FMS No./N° VME

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

### **4.3 Financial Viability**

SACC Manual clause [S0030T](#) (2014-11-27) Financial Viability, is incorporated by reference into and form part of the RFSA.

## **PART 5 - CERTIFICATIONS**

Suppliers must provide the required certifications and associated information to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

### **5.1 Certifications Precedent to Issuance of a Supply Arrangement**

The certifications listed below 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 inform the Supplier of a time frame within which to provide the information. Failure to comply with the request of the Supply Arrangement Authority and to provide the certifications within the time frame provided will render the arrangement non-responsive.

#### **5.1.1 Integrity Provisions - Associated Information**

By submitting an arrangement, the Supplier certifies that the Supplier and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions [2008](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **5.1.2 Additional Certifications Required Precedent to Issuance of a Supply Arrangement**

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

## **PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES**

### **A. SUPPLY ARRANGEMENT**

#### **6.1 Arrangement**

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

#### **6.2 Security Requirements**

There is no security requirement applicable to this Supply Arrangement. Security requirements will be addressed in the bid solicitation stage, if necessary.

#### **6.3 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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **6.3.1 General Conditions**

2020 (2014-09-25) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

##### **6.3.2 Legal Name Change**

An arrangement cannot be assigned or transferred in whole or in part. The arrangement is issued only to such a supplier named as the one that submits a bid. During the Supply Arrangement period, if the Supplier changes its legal name, the issued Supply Arrangement may be terminated.

##### **6.3.3 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.

Each time a Supplier is awarded a contract under this SA, the Supplier must report the following information to the Supply Arrangement Authority

1. contract number;
2. brief description of the contract
3. client department
4. client contact including name, phone number, e-mail address
5. contract period
6. contract value;

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

## 6.4 Term of Supply Arrangement

### 6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from **April 1, 2016 to March 31, 2018**, plus two (2) one-year options.

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 hereby grants to Canada the irrevocable option to extend the terms of the SA for up to two (2) additional one (1) year periods, under the same terms and conditions. Canada may exercise this option at any time by written notice to the qualified supplier at least thirty (30) days prior to the SA expiry date or any extension thereof.

Extensions will be addressed through an RFSA termed as "Annual Refresh"; (see Part 6, A. article 7 for details).

## 6.5 Authorities

### 6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

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

Telephone: **(819) 420-2975**  
Facsimile: (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.

### 6.5.2 Supplier's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 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.

## 6.7 On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) 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.

## 6.8 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](#) (2014-09-25), 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 E, Model Bid Solicitation Form and Resulting Contract Clauses;
- (g) 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)*)

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing associated information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period 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, fails to provide the associated information, or if 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 Supply Arrangement.

(See Annex C, Certifications.)

## 6.10 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*).

## 6.11 Insurance Requirement

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

## B. BID SOLICITATION

### 6.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Simple, for low dollar value requirements;
- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to [Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca](mailto:Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca).

**Note:** References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

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](#) (latest version), Standard Instructions - Goods or Services - Competitive Requirements;

" Subsections 04 and 05 of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.

5. Canada may, at any time, request that a bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive."

- (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 ([A9033T](#));
- (h) certifications;

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## 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.

- (i) conditions of the resulting contract.

## 6.2 Bid Solicitation Process

**6.2.1** The Identified User will be responsible for the bid solicitation process and the award of contract.

- It is mandatory that a bid solicitation of \$25,000 or over be solicited from all qualified suppliers on the SA.
- It is strongly recommended that a bid solicitation under \$25,000 be solicited from all qualified suppliers on the SA.

**6.2.2** Individual contract issued against the SA shall not exceed \$400,000.00 including amendments and GST/HST.

**6.2.3** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA. Suppliers to be solicited will be selected based on vehicle category and additional labourer, as well as city location which the Identified User requires and which the supplier can provide.

**6.2.4** 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).

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

**6.2.6** Attached Annex D, Model Bid solicitation Form and resulting contract clauses must be used in the preparation of the bid solicitation/contract by the Identified User.

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](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.

## C. RESULTING CONTRACT CLAUSES

### 6.1 General

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

For any contract to be awarded using the template:

- (a) **Simple** (for low dollar value requirements), general conditions 2029 (2014-09-25) will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements), general conditions 2010C (2014-09-25) will apply to the resulting contract;
- (c) **HC** (for high complexity requirements), general conditions 2035 (2014-09-25) will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to [Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca](mailto:Outilsd'approvisionnement.ProcurementTools@tpsgc-pwgsc.gc.ca).

**Note:** References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

## **ANNEX A**

### **STATEMENT OF WORK (SOW)**

#### **Dedicated Drivers/Vehicles for Mail/Freight Distribution**

##### **Objective**

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

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

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

##### **Tasks**

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

##### **Driver Requirements**

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

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A list of drivers and their respective cellular numbers must be provided to the Identified User prior to the commencement of the contract.

### **Vehicle Requirements**

11. Vehicles required may range from cars, ½ tons, station wagons, mini vans, cargo vans, cube vans, and 1, 3 and 5 ton trucks. Unless specified by the Identified User in the solicitation, vehicle size will be determined by the contractor, based on the weight / size specifications of loads which will be supplied by the Identified User in the bid solicitation stage.
12. Vehicles are to be plated, maintained in good working order, and rust free. In order to demonstrate that the vehicle(s) possess the requirements specified, during the performance of the work, the contractor, upon request, must provide vehicle(s) registration and other relevant details, which clearly indicate that the vehicle(s) meet(s) the requirement.
13. Vehicles used must:
  - have a restricted lock and key system;
  - be locked when the driver is not in the vehicle;
  - not have any unauthorized passengers;
14. The contractor must provide a backup vehicle(s) with backup driver(s) in case of emergencies.

### **General Requirements**

15. The contractor must supply the same vehicle driver(s) on a continuous basis except for leave or illness. The contractor must also provide alternate (backup) driver/vehicle arrangements in compliance with the following time frames.
  - Leave - one (1) week notice given to the Identified User;
  - Illness - within thirty (30) minutes of schedule run starting time;
  - Vehicle breakdown - within thirty (30) minutes of occurrence;
  - Driver No-show - within thirty (30) minutes of schedule run starting time;
  - Driver unable to complete run for any reason - within thirty (30) minutes of occurrence;
16. The contractor will be responsible for the safety of persons while on departmental premises and will be responsible for the security of departmental property while in its possession.
17. The contractor will be responsible for gas, oil, insurance, parking charges and/or parking tickets and all other equipment and costs related to this service. Identified Users will only pay the costs as specified in the basis of payment.
18. The contractor will provide any required sorting stations to accommodate the number of destinations, i.e. bins, tables, counters, etc. Equipment supplied by the contractor must be approved by the Identified Users.
19. No limit is to be placed on the number of separate items to be carried at any one time, other than that it is not to exceed the normal carrying capacity of the vehicle in question.
20. All material must be picked up and delivered (and scanned where instructed) from/to every location as specified in the bid solicitation stage by the Identified Users.

21. Upon request, the drivers will sign and/or obtain legible signatures for pick-ups and deliveries. If a signature is not legible, the drivers must ask for and print the recipients' name on the delivery slip and indicate the time of delivery.
22. Requests for service will normally occur between the working hours of 05:00 and 17:00 hours, Monday to Friday (statutory holidays excluded); exceptions may apply depending on each requirement. All proposed personnel must be available to provide services outside those working hours, if required.  
  
**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.
23. Drivers must show up at each specified location even when there is no mail/material for delivery. Drivers must advise the Identified User when it is impossible for them to show up at a delivery point and also must advise the Identified Users of any delays in the delivery schedule.
24. During the contract period, due to some circumstances beyond control and cannot be predicted, occasionally the pickup and delivery points and schedules may be subject to change. The contractor will be informed, in writing, of such change, at least three (3) days prior to the effective change date. All changes will require the prior approval of the Contracting Authority and will be forwarded to the contractor's representative named in the contract.
25. Drivers must advise the Identified User of any change in their schedule.
26. The contractor must be in compliance with all Federal, Provincial and Municipal regulations or by-laws governing the transportation that is defined in the bid solicitation stage by the Identified User. The contractor shall be responsible for any charges assessed as a result of such regulations and by-laws.
27. The contractor will name a contact individual for problem reporting, inquiries or other contract related issues. The contractor will notify the Identified User immediately of any problems with drivers and/or vehicles or any other issue in relation to the services requested under the contract. The contractor will be available to attend a service review meeting on a minimum quarterly basis. (This will be defined at the bid solicitation stage and arranged by the Identified User's contracting authority.)
28. The contractor will be responsible for any costs incurred by the Crown for delivery made by a third party as a result of missed stops. A missed stop is defined as a delivery address specified in the schedule of runs not receiving service as per the terms and conditions of the contract.
29. When required, the contractor will utilize and care for hand-held bar code scanning equipment provided by the Identified Users in conjunction with a transportation management system for tracking. The Identified Users will provide the necessary training on bar code scanning equipment to the contractor.
30. The contractor will be responsible and pay for any replacement costs and/or repairs costs of the hand held bar code scanning units for any damages resulting from misuse, loss or from a unit being dropped. The Identified User will assume cost of maintenance from regular wear and battery replacement.

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Client Ref. No. - N° de réf. du client  
E60LM-140025

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Im001E60LM-140025

Buyer ID - Id de l'acheteur  
Im001  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX B**

### **BASIS OF PAYMENT (BOP)** (see MS-Excel attachment)

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## ANNEX C

### CERTIFICATIONS

#### 1. Former Public Servant Certification

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

#### Definitions

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

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

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

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

#### Former Public Servant in Receipt of a Pension

- Is the Supplier a FPS in receipt of a pension as defined above?      YES ( )      NO ( )
- If so, the Supplier must provide the following information:
  - (a) name of the former public servant;
  - (b) date of termination of employment or retirement from the Public Service.

#### Work Force Reduction Program

- Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?      YES ( )      NO ( )
- If so, the Supplier must provide the following information:
  - (a) name of former public servant;
  - (b) conditions of the lump sum payment incentive;
  - (c) date of termination of employment;
  - (d) amount of lump sum payment;
  - (e) rate of pay on which lump sum payment is based;
  - (f) period of lump sum payment including start date, end date and number of weeks;
  - (g) number and amount (professional fees) of other contracts subject to the restrictions of a work

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File No. - N° du dossier  
Im001E60LM-140025

Buyer ID - Id de l'acheteur  
Im001  
CCC No./N° CCC - FMS No./N° VME

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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.

## 2. 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

## ANNEX D

### MODEL BID SOLICITATION FORM and RESULTING CONTRACT CLAUSES

There are two following streams for the Identified User to consider when preparing an RFP.

#### **Stream One**

In the RFP, the Identified User provides stops and route of runs, and specifies specific service time to each stop. The suppliers propose one per diem rate per each run. In one day, there may be several runs, thus several per diem rates.

The Identified User may specify vehicle category as well; if not, the Identified User must provide historical usage data or estimated usage data of average daily weight and/or volume for each Run, so the suppliers are to propose vehicle category.

#### **Stream Two**

In the RFP, the Identified User provides stops, as well as historical usage data or estimated usage data of average daily weight and/or volume for all stops.

The Identified User states service times. Some stops are to be serviced at a specific time (e.g. at 9:30am). Some other stops can be serviced within a flexible time window (e.g. between 7:30am to 11:30am). Prior to contract award, the contractor notifies the client of the selected service times.

Suppliers estimate scope of work as a whole including route of runs and service times, and accordingly decide category and number of vehicles for each requested working day. Suppliers propose one per diem rate for each requested working day to all stops.

	<b>Stream One</b>	<b>Stream Two</b>
<b>Stops – Building Locations</b>	Requested stops are provided in the RFP.	Requested stops are provided in the RFP.
<b>Route of Runs</b>	number and route of requested runs are provided in the RFP.	<ul style="list-style-type: none"> <li>Client's historical usage data, or estimated usage data is provided in the RFP. The data is based on volume and weight.</li> <li>Based on historical usage data, suppliers estimate scope of work (e.g. route of requested runs).</li> <li>Suppliers consider the scope of work (pick-up and delivery) as a whole, accordingly assign resources (vehicles and drivers) for each requested working day.</li> </ul>
<b>Service Time - Schedule of Pick-up &amp; Delivery</b>	Each stop must be serviced at a specific time.	<p>Different service time for different stop.</p> <ul style="list-style-type: none"> <li>Certain stops are to be serviced at a specific time (e.g. at 9:30am)</li> <li>Some stops can be serviced within a flexible time window (e.g. between 7:30am to 11:30am). For these stops, prior to contract award the contractor notifies the client of its selected service time for each stop.</li> </ul>
<b>Vehicle Category</b>	Vehicle category is specified in the RFP.	Suppliers propose vehicle category in their proposals.
<b>Number of Vehicles</b>	The number of requested vehicles is provided in the RFP.	<ul style="list-style-type: none"> <li>In the RFP, a limit is put on the number of vehicles. Example: "the bidder may propose up to three (3) vehicles with driver to provide required services".</li> <li>Suppliers propose vehicle category in their proposals.</li> </ul>
<b>Rates</b>	Suppliers propose one per diem rate per each requested run.	Suppliers propose one per diem rate per each requested working day.

## Procedure of preparing a Request for Proposal (RFP)

### Step 1: **Select an RFP template**

Refer to the following section of RFSA  
PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES  
C. RESULTING CONTRACT CLAUSES  
6.1 General

### Step 2 **Select a Stream**

### Step 3 **Prepare an RFP**

Different Stream has a different Statement of Work in ANNEX "E-1, and a different Basis of Payment in ANNEX "E-2".

Your final RFP should have similar elements in the Table of Contents of following model.

### Step 4 **Send the complete RFP to Suppliers**

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.