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E60LM-140025/C
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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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.

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 July 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>) 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 (2016-04-04) 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 ten (10) 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:

- period from July 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

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 (2016-04-04) 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 July 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 (2016-04-04), 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.

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;

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) 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 (2016-04-04) will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements), general conditions 2010C (2016-04-04) will apply to the resulting contract;
- (c) **HC** (for high complexity requirements), general conditions 2035 (2016-04-04) 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.

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.

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.

Solicitation No. - N° de l'invitation
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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

ANNEX B

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

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

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.

	Stream One	Stream Two
Stops – Building Locations	Requested stops are provided in the RFP.	Requested stops are provided in the RFP.
Route of Runs	number and route of requested runs are provided in the RFP.	<ul style="list-style-type: none"> Client's historical usage data, or estimated usage data is provided in the RFP. The data is based on volume and weight. Based on historical usage data, suppliers estimate scope of work (e.g. route of requested runs). Suppliers consider the scope of work (pick-up and delivery) as a whole, accordingly assign resources (vehicles and drivers) for each requested working day.
Service Time - Schedule of Pick-up & Delivery	Each stop must be serviced at a specific time.	<p>Different service time for different stop.</p> <ul style="list-style-type: none"> Certain stops are to be serviced at a specific time (e.g. at 9:30am) 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.
Vehicle Category	Vehicle category is specified in the RFP.	Suppliers propose vehicle category in their proposals.
Number of Vehicles	The number of requested vehicles is provided in the RFP.	<ul style="list-style-type: none"> 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". Suppliers propose vehicle category in their proposals.
Rates	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.

This Request for Proposal (RFP) model is a sample based on **MC** (for medium complexity requirements).

The template is 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.

REQUEST FOR PROPOSAL (RFP) number

(Identified User must create a number such as EQ234-264537, this is both the RFP number and its resulting contract number)

SERVICES TO BE PROVIDED TO:

(State department or agency name here)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.

Or

THIS DOCUMENT DOES NOT CONTAIN A SECURITY REQUIREMENT.

This is an RFP issued against the Scheduled, Dedicated, Transportation and Related Services Supply Arrangement (SA) PWGSC file number E60LM-140025. All terms and conditions of the Original Solicitation of Request for Supply Arrangement (RFSA) E60LM-140025 representing the resulting Supply Arrangement issued apply & shall be incorporated into any resulting contract.

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

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

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

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PART 1 - GENERAL INFORMATION

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

1.1 Security Requirements

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

OR

There is no security requirement associated with the requirement.

Remark to Contracting Authority: Use the appropriate title "Statement of Work" or "Requirement" and use the same title throughout the document. Insert a brief description of the requirement or refer to the "Statement of Work" or "Requirement" in the resulting contract. Use SACC Manual clause B4007T or B4008T.

1.2 Statement of Work (SOW)

1.2.1 Summary

_____ (Name of department or Agency and where located) requires _____ (brief description of the services to be required) within _____ (name city to be served) for the period of _____ (date) to _____ (date).

(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.)

Details are in Annex "E-1", Statement of Work which is attached.

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

“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.”

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

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

2.1.1.1 Sole Source Price Support

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

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

2.2 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.2.1(Insert title of applicable clause)

If applicable, insert in full text additional SACC Manual clauses with respect to submission of bids, with appropriate numbering (e.g. 2.2.1, 2.2.2, ...). Example of a clause to insert in full text: A9076T

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

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than _____ (insert number of days) 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.

Remark to Contracting Authority: Indicate the laws of which Canadian province or territory Canada proposes to apply to the resulting contract. The bidder, as instructed, may propose a change to the applicable laws in its bid. For the French version of the article, the term "in" was not translated because there is no such common term in French for all the provinces and territory. Therefore, the word "en" must be added in front of Alberta, Colombie-Britannique, Saskatchewan, Ontario and Nouvelle-Écosse; the word "au" in front of Manitoba, Québec, Nouveau-Brunswick, Nunavut and Yukon, the word "à" in front of Terre-Neuve-et-Labrador and l'Île-du-Prince-Édouard, and the words "dans les" in front of Territoires du Nord-Ouest.

2.4 Applicable Laws

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

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

Before inserting additional bid preparation instructions, or clauses, consult sections 05 to 10 of Standard Instructions 2003, to ensure there is no duplication or contradictory information.

3.1 Bid Preparation Instructions

If soft copies are requested, it is recommended that the same quantity be requested for both hard and soft copies.

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

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

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

Section III: Certifications (_____ hard copies)

Insert the following paragraph when soft copies are requested.

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

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

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

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

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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Sample

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Insert the following clause and insert (b) if applicable. Consult subsection 5.7 of Standard Instructions 2003 before adding additional clauses with respect to evaluation procedures to ensure there is no duplication or inconsistency.

- (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.

Insert the following paragraph when the competition is conditionally limited to bids offering Canadian goods and services.

- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

(The following example of two vehicles for two Runs is applicable to both Stream One and Stream Two)

4.1.1.1(a) Proposed Driver(s)

The Bidder must provide the names of the (2) proposed drivers *(for two runs in this example)*.

4.1.1.1(b) Experience and Expertise of Proposed Driver(s)

The proposal must demonstrate that the proposed primary driver(s) meets the following minimum mandatory qualifications:

- must have six (6) months or more experience as a driver in transportation services;
- must be security cleared to Secret *(if applicable, in this example Secret level is required)*;
- be (drivers) bonded in the amount of \$ 5,000. The bidder must indicate that drivers are bonded.
- proof of bonding (certificate of bonded insurance) must be submitted with the bid.
(Remarks: proof of bonding may also be requested only prior to contract award)

In order to demonstrate that the proposed driver(s) possess the qualifications specified above, the bidder must provide a résumé for each of the proposed primary driver(s) stating the individual's work experience, which indicates that the individual meets the above stated qualifications. Failure to provide sufficient details will result in your bid being rendered non-responsive. Please note that project references may be required for the proposed driver(s).

4.1.1.1(c) Equipment

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

- i) Cargo van must be equipped with a hand cart.
- ii) 5-Ton Truck must be equipped with a hydraulic tailgate and must also be equipped with load restraining straps or bars to stop loads from moving inside the vehicle. A pallet mover and other handling equipment (as required) such as flat bed trucks to move material to and from buildings may be required.

(The following example is applicable to Stream Two only)

4.1.1.1(d) Vehicles required to service the requirement:

- i) The size of vehicles required must be determined by the bidder in any pickup and/or delivery point specified in Annex "E-6", Schedule of Stops with Building Locations.
- ii) The bidder may propose up to three (3) vehicles with driver to provide required services.
- iii) The bidder must specify **each** vehicle size that will be used to provide required services; for example: one Car, one Mini-Van, one Cargo Van.

4.1.2 Financial Evaluation

The rates must be presented in the format detailed in the Basis of Payment (to be determined by the Identified User) for the period, from *(to be determined by the Identified User)* to *(to be determined by the Identified User)*. All prices are firm and in Canadian dollars.

The lowest aggregate priced responsive bid will be calculated by taking the sum total of all rates submitted on Annex "E-2" Basis of Payment. Formula Calculations: Aggregate Total of the Basis of Payment for all years for which the Identified User has created the contract for, including option years *(if applicable)*.

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 in Annex "E-3", Certifications, should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

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.

PART 6 - RESULTING CONTRACT CLAUSES

Delete this title and the following sentence at contract award

Sample

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

6.1 Security Requirements

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

OR

There is no security requirement associated with the requirement.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "E-1"

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 Financial Viability

SACC Manual clause A9033T (*insert date*) Financial Viability, is incorporated by reference into and form part of the RFSA.

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

6.4 Term of Contract

6.4.1 Period of the Contract

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

Remark to Contracting Authority: If applicable, insert in full text SACC Manual clause A9009C in conjunction with the clause "Period of the Contract" for service contracts only. Delete this clause if it is not applicable.

6.4.2 Option to Extend the Contract

An Identified User may enter option years to which it wants to extend the contract. The contract itself and any extension thereof can extend beyond the period of the Supply Arrangement.

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone : _____
Facsimile: _____
E-mail address: _____

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

6.5.3 Contractor's Representative

(Fill in or delete as applicable)

Name: _____
Title: _____
Company: _____
Address: _____
Telephone : _____
Facsimile: _____
E-mail address: _____

Remark to Contracting Authority: *Insert the appropriate SACC Manual clauses or approved clause related to the basis of payment, limitation of expenditure, method of payment, audit and taxes not covered in the general conditions. Consult sections entitled "Period of Payment" and "Interest on Overdue Accounts" of the applicable general conditions before adding clauses to ensure there is no redundancy in the document.*

6.6 Payment

6.6.1 Basis of Payment

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

Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.

Remark to Contracting Authority:

The Identified User should decide if applies the following fuel surcharge computation. The Identified User may modify the numbers of following computation according to the fuel market at the time when an RFP is issued.

Fuel Surcharge (if applicable):

The contractor is to invoice the fuel surcharge in accordance with the following computation:

The baseline fuel price is set to \$0.95 per litre which will be equal to a 2% fuel surcharge. For every \$0.04 increase/decrease (or increment thereof) in the average monthly price of fuel, (see MJ Ervin & Associates price indicator) the contractor will implement a 1% increase/decrease to the fuel surcharge percentage %.

The fuel surcharge is to be expressed as a % (percentage) of the total transportation cost and shown as a separate line item on the firm's invoice.

Additional Hours:

Overtime may be paid for exceptional circumstances provided that the Identified User's Contracting Authority gives pre-approval in writing and it is in accordance with Federal and Provincial regulations.

6.6.2 Limitation of Price

SACC Manual clause C6000C (2007-05-25) Limitation of Price

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

6.6.3 T1204 - Direct Request by Customer Department

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

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

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

6.6.4 SACC Manual Clauses

6.6.4.1 Replacement of Specific Individuals

- i) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection ii). The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

6.6.4.2 Canadian Content Certification

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

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

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

6.7 Invoicing Instructions

Invoicing requirements and breakdown are to be specified by each Identified User directly to the contractor. Some Identified User will require hard copies of the pickup and delivery slips signed by the person receiving the delivery. There will be no cost to the Identified Users for this. Payment will only be made upon submission of an invoice to the satisfaction and acceptance of the respective Client Department Project Authority.

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

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

Fax: (to be determined on award of contract)
E mail (to be determined on award of contract)
Attention: (to be determined on award of contract)

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

- a) Company name, address, etc.;
- b) Client address;
- c) the date;
- d) Supply Arrangement Number;
- e) Period in which services were rendered;
- f) Hourly or Per Diem Rate;
- g) Total dollar amount;
- h) Drivers Name(s)
- i) Run Number(s) *if applicable*
- j) Description of work performed

Note: On all invoices a cost breakdown shall be shown.

6.8 Certifications

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

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

6.9 Applicable Laws

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

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

6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010C _____ *(insert the number, date and title of the general conditions identified under clause 3.1);*

- (c) ANNEX "E-1", Statement of Work;
- (d) ANNEX "E-2", Basis of Payment;
- (e) ANNEX "E-3", Certifications;
- (f) ANNEX "E-4", Security Requirements Check List *(if applicable)*;
- (g) ANNEX "E-5", Insurance Requirements;
- (h) the Contractor's bid dated _____ *(insert date of bid)* *(If the bid was clarified or amended, insert at time of contract award. "*, as clarified on _____ " *or* "*, as amended on _____ " and insert date(s) of clarifications or amendment(s))*

6.11 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "E-5". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

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

6.12 ...

ANNEX "E-1"

STATEMENT OF WORK

*Insert ANNEX A from RFSA (if applicable) and further details if applicable.
In this ANNEX "E-1", further details include two examples. One example is for Stream One, the other example is for Stream Two. The Identified User should refer to the example that applies to its requirement.*

Sample

Further Details on Statement of Work (Example for Stream One)

To provide the _____ (name department or agency) with dedicated pickup and delivery service in _____ (name city) locations. The contractor will provide dedicated vehicles and drivers. The contractor must ensure the pickup and delivery of mail, By Hands, boxes, crates, monotainers, skids, small quantities of furniture and equipment, etc.

The vehicles used will be for pickup and delivery of _____ (name department or agency) materials only and must not incorporate pickups or deliveries for other customers of the contractor.

The service will be provided daily (excluding statutory holidays) and include two dedicated runs as described in (for this example) Run # 1, Run # 2, and Building Locations.

The following is an indication of the material to be transported on an annual basis:

Runs annually will incorporate approximately 800 stops to pick up and deliver mail and other items at approximately 15 building locations. This will include handling of approximately 11,500 boxes and crates and include signatures for approximately 475 items.

Items weighting up to 30 kgs (66 lbs) will need to be lifted and transported.

The contractor must ensure that signatures are obtained for all by hands or other signature mail. Receipts are to be handed in daily to Mail Room staff.

The contractor must keep statistics on the work performed by its drivers. These are to be handed in daily to the Identified User.

2.3.1 Drivers

The contractor will provide two drivers (for this example) and a minimum of two back up drivers (for this example).

2.3.2 Vehicles:

Vehicles must be secure (locked) when transporting materials. The vehicles to be used must be available for inspection.

Vehicle # 1 - Cargo Van :
Cargo van

Vehicle # 2 - 5-Ton Truck :
Medium truck

The vehicle(s) must meet the vehicle category requested, and be in good working order and rust free. In order to demonstrate that the vehicle(s) possess the requirements specified, the contractor, upon request, must provide vehicle(s) registration and other relevant details, which clearly indicate that the vehicle(s) meet(s) the requirement.

2.3.3 Runs to accomplish

2.3.3.1 RUN # 1 - Cargo Van

Schedule: 7:15 - 15:45 Monday to Friday (excluding statutory holidays)

Cargo Van Run #1 involves pick-up and deliver mail, packages, boxes, crates, the occasional by hand to addresses elsewhere in the region, light loads of furniture and equipment, etc. as per pre-determined schedule. Refer to section 2.3.9 List of Building Locations

- A. 7:15 - Departs NANL Bldg. to deliver/ pick up mail at GPC Gatineau QC; then to the PDLC Gatineau Qc to deliver / pick up mail; then returns to NANL Bldg.
- B. 8:00 - Departs NANL Bldg to deliver/ pick up mail for FRC Leeds Ave (door # 11); then proceeds to CBEC 85 Bentley Ave; then proceeds to Bldg # 15 in Tunney's Pasture; then Bldg # 18 in Tunney's Pasture, then returns to NANL Bldg by 9:30.
- C. 9:45 - Departs NANL Bldg. to deliver/ pick up mail at GPC Gatineau QC; then to the PDLC Gatineau QC to deliver / pick up mail; then returns to NANL Bldg. By 10:45.
- D. Between 10:45 - 11:00
 - Departs NANL Bldg. to pick up red & grey crates at the Journal Bldg loading dock (365 Laurier Ave W.); then returns to NANL Bldg.
- E. 11:15 - LUNCH - Driver takes (1/2 hour) break after the Journal Bldg run has been finished.
 - 11:45 - Departs NANL Bldg. to deliver/ pick up mail at GPC Gatineau QC; then to the PDLC Gatineau QC to deliver / pick up mail; then returns to NANL Bldg. By 12:30.
 - 12:45 - Departs NANL Bldg. to deliver mail to PRC Bldg # 18; then FRC - Bldg. # 15; - Then CBEC 85 Bentley Ave; then returns to NANL Bldg by 13:45.
- F. Between 13:45 - 14:00
 - Departs NANL Bldg. to deliver/ pick up mail at GPC Gatineau Qc; then to the PDLC Gatineau QC to deliver / pick up mail; then returns to NANL Bldg. By 14:45.
- G. 15:00 - Departs NANL Bldg. for Bldg. # 15; then Bldg. # 18 (driver picks up boxes and mail for Leeds Ave for the
 - morning run); (if necessary) then delivers the (K1A Mail) to Stats Canada Mail Room Stats Canada Bldg Tunney's
 - Pasture; then returns to NANL Bldg.
- H. Occasionally will have a pick up or delivery at 79 Bentley or 151 Bentley Ave.
- I. Will occasionally pick up/deliver By Hand items outside the department in the NCR.
- J. Between 15:30 - 15:45 Departs.

NB: 1255 Leeds Ave (Door # 11) Boyd's Warehouse - See Andrea Clark Tel: 999-0002.

2.3.2.2 RUN # 2 - 5-Ton Truck

Schedule: 6:45 - 11:30 Monday to Friday (excluding statutory holidays)
Mail Room Tel: 999-7100

5-Ton Truck Run #2 involves pick up and deliver bulk loads of mail bags and monotainers, boxes, crates, packages, skids, light loads of furniture and equipment and the occasional by hand as per pre-determined schedule. Refer to section 2.3.9 List of Building Locations

A. 7:00 ARRIVES AT THE OTTAWA MAIL PROCESSING PLANT (OMPP)

- Driver goes to the High Dock at the north end of the terminal and asks for the mail for the National Archives/
National Library Postal Code 0N3/0N4; then
- Picks up Registered Mail while the truck is loaded by Postal Employees; then
- PROCEEDS TO 395 WELLINGTON ST. - MAIL ROOM ARRIVES BY 7:30am.

B. 7:30 - Picks up flat bed trucks from 395 Wellington St in Rm. 349 (Access to Information & Privacy Division) & Rm. 351 (Researcher Services Division) to be delivered to Bldg. 18 Tunney's Pasture.

C. Between 8:00 - 8:30 ONLY WHEN MAIL HAS BEEN COMPLETELY SORTED - Departs 395 Wellington St. for PDLC 550 boul De la Cité

a) 5 th Floor PDLC

- Delivers and picks up mail bags, and boxes at the Published Heritage Branch - Distribution Centre (See Distribution Clerk 994-6845); then
- Delivers and picks up crates and boxes at the Serials Records Unit (Diane Lanthier - Tel: 994-6856).

b) 4 th Floor

Delivers boxes and crates to Monograph Cataloguing Division; then picks up crates and boxes for 395 Wellington St..

c) Other Floors (If necessary) Delivers and/or picks up boxes.

d) PDLC Mail Room (loading dock area) - Picks up / delivers mail as required.

D. Every Friday - Delivers/Picks up crates at Journal Bldg, Floor 3B, then returns to NANL Bldg.

E. 9:45 - 10:00

Departs PDLC for PRC Bldg. # 18 to pick up/ deliver mail and flatbed trucks for NANL Bldg; then to FRC Bldg. # 15 to pick up / deliver mail; then proceeds to NANL Bldg;

F. Every Tuesday & Thursday - CBEC 85 Bentley Ave. Nepean On

- Delivers cages & boxes for CBEC at 85 (or) 79 Bentley Ave.
- Picks up cages & boxes from CBEC at 85 (or) 79 Bentley Ave.
- Picks up or delivers boxes, packages and Newspapers at 151 Bentley Ave. (When required).
- RETURNS TO 395 WELLINGTON ST. with mail, boxes, and crates.

G. As required

- Picks up from Library of Parliament Storage at 45 Sacré Coeur Rm. 1306 Hull QC for delivery to CBEC 85 Bentley Ave. (approx. once a month).
- Picks up or delivers quantities of boxes, etc. at any of the buildings listed in section 2.3.9 that the driver of the van couldn't handle (approx. twice a week).
- Delivers empty cages to the OMPP (approx. once a week).
- Bulk deliveries to other locations in the Ottawa/Hull area not listed section 2.3.9

H. 11:30 End of Run: Past experience demonstrated that the driver would normally finish between 10:00 And 10:30 on Mondays, Wednesdays and Fridays; but occasionally a special trip to one of our

buildings or other locations as indicated in # 7 above could be necessary after 10:30 but will end by the 11:30 time frame. It ends by 11:30 on Tuesdays and Thursdays.

2.3.3.3 Back up Drivers

A minimum of (1) back up driver is to be provided for each requirement 2.3.3 i) and ii). All back up personnel (to replace absent regular drivers) must be security cleared to the Secret level (if applicable, in this example drivers are required to have Secret level clearance) and fully trained prior to replacing absent drivers. Training is to be provided by the contractor at the contractor's expense.

A list of regular and back up drivers must be provided to the Project Manager prior to the commencement of services. Should a driver no longer be eligible to work on this contract the Project Authority must be informed in writing (within one week) so that his/her pass can be cancelled and returned to the Security Officer.

NB: If a driver is sent to replace a regular driver and has not previously been approved by the Project Authority and Security Officer; the individual will be refused.

2.3.4 Equipment

All material handling equipment must be supplied by the contractor.

2.3.4.1 Cargo van must be equipped with a hand cart.

2.3.4.2 5-Ton truck must be equipped with a hydraulic tailgate and must also be equipped with load restraining straps or bars to stop loads from moving inside the vehicle. NOTE: A pallet mover and other material handling equipment (as required) such as flat bed trucks to move material to and from buildings may also be required.

2.3.5 Site Regulations

The contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the sites where the work is to be performed.

2.3.6 Training

The Project Authority will provide training for the contractor prior to the commencement of the contract. The training will consist of up to 1 day with each regular driver to show him/her the pickup and delivery locations. After the initial training, it will be the responsibility of the contractor to train their regular and replacement drivers.

2.3.7 Schedules

Any requested changes in schedules by the Contractor must be approved by the Project Authority. Schedules are subject to change given two weeks' notice. Schedule revisions will be arranged between the Contractor and the Project Authority. Schedule revisions entailing changes in cost (decrease or increase) will be administered by the Contracting Authority.

2.3.8 Registration - Authorities - Licenses

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

2.3.9 List of Building Locations

79 Bentley.....79 Bentley Ave., Nepean ON
151 Bentley.....151 Bentley Ave. Door # 10, Nepean ON
CBEC..... Canadian Book Exchange Centre - 85 Bentley Ave., Nepean ON
FRC.... Federal Records Centre BldgBldg # 15 - Tunney's Pasture - 130 Goldenrod Driveway, Ottawa ON
FRC - Leeds.....1255 Leeds Ave., Ottawa ON (Door 11) (Boyd's Warehouse)
GPC.... Gatineau Preservation Centre (Library and Archives Canada) 625 Boul Du Carrefour, Gatineau
QC
Journal Bldg..... 365 Laurier Ave W. Ottawa ON (floor 3B)
NANL..... National Archives / National Library - 395 Wellington St., Ottawa ON
OMPP..... Ottawa Mail Processing Plant - 1424 Caledon St., Ottawa ON
PDLC.....Place de la Cite 550 boul De La Cité, Gatineau QC
PRC.....Personnel Records CentreBldg # 18 - Tunney's Pasture - 161 Goldenrod Driveway, Ottawa ON
Printing Bureau..... 45 Sacré Coeur Blvd., Hull QC
Stats Can..... Mail Room at main Stats Canada Bldg in Tunney's Pasture, Ottawa ON

Sample

Further Details on Statement of Work (Example for Stream Two)

Background

Public Works and Government Services Canada (PWGSC) Corporate Services, Policy, Planning and Communications Branch has a requirement for the pickup and delivery of mail/freight as per the pickup and delivery address and time frames detailed in Annex "E-6", Schedule of Stops with Building Locations.

Tasks

1. The contractor will supply the appropriate driver(s) with vehicle(s) including tools and equipment to provide mail and/or freight distribution services for the pickup and delivery of material to service points specified in Annex "E-6", Schedule of Stops with Building Locations.
2. Delivery Materials are defined as envelopes, boxes, boxes of listings, tapes, cassettes, shrink wrapped listings, larger boxes not exceeding 30 kg, boxes exceeding 30 kg, but not larger than the vehicle can hold, as well as, small office equipment that has been properly packaged. This includes boxed items for personal moves but excludes any furniture.
3. A driver is expected to handle/transport multiple boxes per stop. Please see historical or estimated volume and weight table attached in Annex "E-7".
4. Drivers are to call the Project Authority below, if the size / weight of a particular item cannot be handled / transported.
Project Authority:
Name: Marc Lavoie
Chief, Mail, Courier and Distribution Services
PWGSC
Portage III, 0B3
Gatineau, Québec K1A 0S5
Telephone : 819-956-9129
E-mail: Marc.Lavoie@tpsgc-pwgsc.gc.ca
5. Drivers are to pick up private courier request located in the identified red basket without any tracking number written on the item.
6. All mail/courier items must be picked up and delivered from/to every location identified with the mailroom blue/red baskets as specified herein, except when specifically instructed otherwise by Project Authority.
7. Drivers are to report to all delivery points as specified in Annex "E-6" even if no delivery items are present, except when specifically instructed otherwise by the Project Authority.
8. The use of the bags (provided by PWGSC) is mandatory to ensure courier items are not lost or damaged. Drivers must close all bags when transporting mail.
9. Driver(s) are required to load and/or unload vehicle(s) and deliver to and pick up on the floors or mailrooms as specified.
10. The contractor will provide control and security for items in transit. Delivery Materials must not be kept in vehicles overnight. Non-deliveries must be returned the same day to point of pickup.

Driver Requirements

11. Drivers must be client oriented, possess interpersonal skills, work well with people, be presentable, have good communication skills and be dependable/reliable.

12. Drivers must carry a company personal identification card and present the card when asked to do so, at any pickup and/or delivery site.

13. If for reasons beyond its control, the Contractor is unable to provide the services of any primary driver named in its bid, the Contractor may propose a backup driver for the Contract Authority to consider. This backup driver must:

- meet the mandatory technical criterion 1.1.1 (b) B ; and
- hold a valid security clearance at the same level as the primary driver to be replaced.

For the purposes of this clause, only the following reasons will be considered as beyond the control of the Contractor: death, sickness, retirement, resignation, dismissal for cause or termination of an agreement for default.

The backup driver must not provide services until receipt of an approval in writing from the Contracting Authority.

14. The contractor must ensure that each primary driver and replacement driver is equipped with a cellular phone and bluetooth at the contractor's expense. The cellular phone and bluetooth must be turned on at all times during working hours. A list of drivers and their respective cellular numbers must be provided to the Project Authority prior to the commencement of the contract.

15. Drivers must be able to use a handheld Package Tracking System (Palm)

16. As per PART 6 - RESULTING CONTRACT CLAUSES, article 1, Security Requirement, in order to provide services to the resulting contract, at least one of the primary drivers must hold a security clearance level at secret level or higher. The rest of primary drivers must hold a security clearance level at enhanced reliability or higher. The security clearance status will be verified after bid closing, but prior to the award of a contract.

The following stops must be serviced by the driver with a security clearance at secret level or higher, they have also been identified in Annex "E-6", Schedule of Stops with Building Locations:

- Privy Council Office (341 Wellington St.);
- 11 Laurier St., (Gatineau) Deputy Minister's Office, 15th and 18th Floor of Place du Portage.

Vehicle Requirements

Vehicles required to service this requirement:

17. The size of vehicles required must be determined by the bidder, in any pickup and/or delivery point specified in Annex "E-6", Schedule of Stops with Building Locations.

18. 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.

19. 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;

20. The contractor must provide a backup vehicle(s) with backup driver(s) in case of emergencies.

General Requirements

21. The contractor must supply the same vehicle driver(s) on a continuous basis except for leave, illness, and other causes specified in Annex "E-3" – Status and Availability of Resources. The contractor must also provide backup driver/vehicle arrangements in compliance with the following time frames.

- Leave - one (1) week notice given to the Project Authority;
- 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;

22. 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.

23. 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. Project Authority will only pay the costs as specified in Annex B, Basis of Payment.

24. 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.

25. All delivery materials must be picked up and delivered (and scanned where instructed) from/to every location as specified by the Project Authority.

26. Upon request, the drivers will sign and/or obtain legible signatures for pickups and deliveries. If a signature is not legible, the drivers must ask for and print the recipient name on the delivery slip and indicate the time of delivery.

27. Drivers must show up at each specified location even when there is no mail/material for delivery. Drivers must advise the Project Authority when it is impossible for them to show up at a delivery point and also must advise the Project Authority of any delays in the delivery schedule.

28. 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. Any anticipated changes will be forwarded to the contractor's representative named in the contract. All changes will require the prior approval of the Contracting Authority.

29. The contractor must name a contact individual for problem reporting, inquiries or other contract related issues. The contractor will notify the Project Authority immediately of any problems with drivers and/or vehicles or any other issue in relation to the services requested under the contract.

30. The contractor must be available to attend service review meetings as requested by the Project Authority.

31. The contractor must be in compliance with all Federal, Provincial and Municipal regulations or

by-laws governing the transportation as defined in the contract. The contractor shall be responsible for any charges assessed as a result of such regulations and by-laws.

32. 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 not receiving service as per the terms and conditions of the contract.

Service Region (City)

Ottawa / Gatineau, within the downtown core and the outside core. Please see addresses in Annex "E-6", Schedule of Stops with Building Locations and map.

Hours of Work

Requests for service will normally occur between the working hours of 07:00 and 14:30 hours, Monday to Friday (statutory holidays excluded); exceptions may apply depending on each requirement. Also, drivers must report to work during some provincial holidays, as instructed by the Project Authority.

Note: Secret Level cleared driver must be available on call till 17:00 each day.

- 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 from 07:00 and 14:30 hours.
- Saint-Jean-Baptiste Day of June 24 is a holiday in Quebec. There is no scheduled run for Quebec. However, it is a normal workday in Ontario, therefore all stops in Ontario must be serviced from 07:00 and 14:30 hours.
- Civic Holiday of the first Monday of August is a holiday in Ontario. There is no scheduled run for Ontario. However, it is a normal workday in Quebec, therefore all stops in Quebec must be serviced from 07:00 and 14:30 hours.

Solicitation No. - N° de l'invitation
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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

ANNEX "E-2"

BASIS OF PAYMENT

Sample

Basis of Payment (Example for Stream One)

Initial Period - Year 1

Period from (2015/04/01) to (2016/03/31)

Driver/Vehicle Categories

The Bidder must provide a firm rate per run (per day), which includes the vehicle category, one driver and all related mandatory equipment's. Firm rate per run must be expressed in Canadian Dollars, GST and fuel surcharge extra (if applicable). Services are required Monday to Friday.

Run # 1 - Cargo Van, 07:15 - 15:45 \$ _____

Run # 2 - 5-Ton Truck, 06:45 - 11:30 \$ _____

Total firm rate for all two runs \$ _____

Note: The Bidder's firm rate per run quoted must not exceed the product of the number of hours to do the run, times the applicable hourly ceiling rate of the Supply Arrangement.

The hourly ceiling rate will be calculated by prorating the ceiling per diem rate using the factor of 7.5 hours for one day.

Example: If the ceiling per diem rate quoted in the Supply Arrangement was \$200.00, then the firm rate quoted for a 2 hour run cannot exceed $\$200/7.5 \times 2 = \53.33

Remark to Contracting Authority:

The Identified User should decide if applies the following fuel surcharge computation. The Identified User may modify the numbers of following computation according to the fuel market at the time when an RFP is issued.

Fuel Surcharge (if applicable):

The contractor is to invoice the fuel surcharge in accordance with the following computation:

The baseline fuel price is set to \$0.95 per litre which will be equal to a 2% fuel surcharge. For every \$0.04 increase/decrease (or increment thereof) in the average monthly price of fuel, (see MJ Ervin & Associates price indicator) the contractor will implement a 1% increase/decrease to the fuel surcharge percentage %.

The fuel surcharge is to be expressed as a % (percentage) of the total transportation cost and shown as a separate line item on the firm's invoice.

Option Year One

Period from (2016/04/01) to (2017/03/31)

(REMARKS: In this example a one year option will be exercised by the client department or Agency.)

Driver/Vehicle Categories

The Bidder must provide a firm rate per run (per day), which includes the vehicle category, one driver and all related mandatory equipment's. Firm rate per run must be expressed in Canadian Dollars, GST and fuel surcharge extra (if applicable). Services are required Monday to Friday.

Run # 1 - Cargo Van, 07:15 - 15:45 \$ _____

Run # 2 - 5-Ton Truck, 06:45 - 11:30 \$ _____

Total firm rate for all two runs \$ _____

Note: The Bidder's firm rate per run quoted must not exceed the product of the number of hours to do the run, times the applicable hourly ceiling rate of the Supply Arrangement.

The hourly ceiling rate will be calculated by prorating the ceiling per diem rate using the factor of 7.5 hours for one day.

Example: If the ceiling per diem rate quoted in the Supply Arrangement was \$200.00, then the firm rate quoted for a 2 hour run cannot exceed $\$200/7.5 \times 2 = \53.33

Remark to Contracting Authority:

The Identified User should decide if applies the following fuel surcharge computation. The Identified User may modify the numbers of following computation according to the fuel market at the time when an RFP is issued.

Fuel Surcharge (if applicable):

The contractor is to invoice the fuel surcharge in accordance with the following computation:

The baseline fuel price is set to \$0.95 per litre which will be equal to a 2% fuel surcharge. For every \$0.04 increase/decrease (or increment thereof) in the average monthly price of fuel, (see MJ Ervin & Associates price indicator) the contractor will implement a 1% increase/decrease to the fuel surcharge percentage %.

The fuel surcharge is to be expressed as a % (percentage) of the total transportation cost and shown as a separate line item on the firm's invoice.

Total Price for contract period (Initial Period and Option Year One)

A	B	C	D
Period	Total firm rate for two Runs / workday	# of workdays	Total D = B x C
Initial Period April 1/2015–March 31/2016			\$
Option 1 April 1/2016–March 31/2017			\$
Total Aggregated Price			\$
Sum of Column "D"			

Basis of Payment (Example for Stream Two)

Instructions:

Examples in grey boxes of the following table are based on three proposed vehicles. Bidders must provide vehicle size and per diem rate in these grey boxes according to the number and size of vehicles they propose.

Firm per diem rate expressed in Canadian dollars, for the provision of mail / freight distribution services detailed in Annex "E-1" & "E-6".								
Weekday	Initial Period April 1, 2015 to March 31, 2017		Option 1 April 1, 2017 to March 31, 2018		Option 2 April 1, 2018 to March 31, 2019		Option 3 April 1, 2019 to March 31, 2020	
	Vehicles	Per diem rate	Vehicles	Per diem rate	Vehicles	Per diem rate	Vehicles	Per diem rate
Monday	Car	\$100.00	Car	\$100.00	Car	\$100.00	Car	\$100.00
	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00
	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00
	Total	\$360.00	Total	\$360.00	Total	\$360.00	Total	\$360.00
Tuesday	Car	\$100.00	Car	\$100.00	Car	\$100.00	Car	\$100.00
	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00
	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00
	Total	\$360.00	Total	\$360.00	Total	\$360.00	Total	\$360.00
Wednesday	Car	\$100.00	Car	\$100.00	Car	\$100.00	Car	\$100.00
	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00
	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00
	Total	\$360.00	Total	\$360.00	Total	\$360.00	Total	\$360.00
Thursday	Car	\$100.00	Car	\$100.00	Car	\$100.00	Car	\$100.00
	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00
	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00
	Total	\$360.00	Total	\$360.00	Total	\$360.00	Total	\$360.00
Friday	Car	\$100.00	Car	\$100.00	Car	\$100.00	Car	\$100.00
	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00	Mini-Van	\$110.00
	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00	Cargo-Van	\$150.00
	Total	\$360.00	Total	\$360.00	Total	\$360.00	Total	\$360.00
Total Per Diem Cost / Week		\$1,800.00		\$1,800.00		\$1,800.00		\$1,800.00

Note: The Bidder must provide a firm all inclusive per diem rate per each weekday for services detailed in Annex "E-1", the Statement of Work, and in Annex "E-6", Schedule of Stops with Building Locations, with GST/HST and Fuel Surcharge extra.

Please quote a per diem rate for each specific weekday based on the estimated number of hours it takes to provide the service, based on the Annex "E-6", Schedule of Stops with Building Locations.

The per diem rate quoted cannot exceed the ceiling per diem rate of the Supply Arrangement E60LM-140025 issued to the Supplier/Contractor, prorated to number of hours it takes to provide the service.

Fuel Surcharge:

The Bidder is to invoice the fuel surcharge in accordance with the following computation:

The baseline fuel price is set to \$0.95 per litre which will be equal to a 2% fuel surcharge. For every \$0.04 increase/decrease (or increment thereof) in the average price of fuel, the contractor will implement a 1% increase/decrease to the fuel surcharge % (percentage).

The fuel surcharge is to be expressed as a % (percentage) of the total transportation cost and shown as a separate line item on the firm's invoice.

Financial Evaluation Methodology:

For the purpose of financial evaluation, the total aggregated price will be calculated by the following formula, and in the following steps:

1. Total price for the initial period from April 1, 2015 to March 31, 2017
 Total per diem cost for one week for initial period, multiplied by 104 weeks;
2. Total price for Option 1 from April 1, 2017 to March 31, 2018
 Total per diem cost for one week for Option 1, multiplied by 52 weeks;
3. Total price for Option 2 from April 1, 2018 to March 31, 2019
 Total per diem cost for one week for Option 2, multiplied by 52 weeks;
4. Total price for Option 3 from April 1, 2019 to March 31, 2020
 Total per diem cost for one week for Option 3, multiplied by 52 weeks;
5. Total aggregated price for all five years from April 1, 2015 to March 31, 2020
 The sum of total price for the Initial Period, Option 1, Option 2, and Option 3.

The total aggregated price for all five years will be used for the basis of selection for contract award. See Financial Evaluation table below.

A	B	C	D = B x C
Term	Total Per Diem Cost / Week	# of Weeks	Total
Initial Period April 1/2015–March 31/2017	\$	104	\$
Option 1 April 1/2017-March 31/2018	\$	52	\$
Option 2 April 1/2018-March 31/2019	\$	52	\$
Option 3 April 1/2019-March 31/2020	\$	52	\$
Total Aggregated Price Sum of Column “D”			\$

ANNEX "E-3"

CERTIFICATIONS

1. Education and Experience

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

Signature of authorized Representative Date

2. Status and Availability of Resources

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

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

Signature of authorized Representative Date

3. Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered. Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

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

Signature of authorized Representative Date

ANNEX "E-4"

SECURITY REQUIREMENTS CHECK LIST

(insert if applicable)

Sample

ANNEX "E-5"

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) 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 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. Automobile Liability Insurance

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

2.2 The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

3. All Risk In Transit Insurance

3.1 The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than *(Contracting Authority must insert approximate dollar value of goods per shipment)* \$ _____ per shipment. Government Property must be insured on _____ basis. *(Contracting Authority must insert one of the following basis of evaluation)* "Replacement Cost (new)"; "Actual Cost Value (depreciated cost) or "Agreed Value (appraisal").

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

3.3 The All Risk Property in Transit insurance must include the following:

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

(b) Loss Payee: Canada as its interest appears or as it may direct.

(c) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by _____ (*Insert department or agency*) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

Sample

Solicitation No. - N° de l'invitation
E60LM-140025/C
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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

ANNEX "E-6"

SCHEDULE OF STOPS WITH BUILDING LOCATIONS
(please refer to the attachment)

Sample

Solicitation No. - N° de l'invitation
E60LM-140025/C
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ANNEX "E-7"

HISTORICAL USAGE DATA OR ESTIMATED USAGE DATA
(please refer to the attachment)

Sample