



**RETURN BIDS TO:**

**RETOURNER LES  
 SOUMISSIONS À:**

Privy Council Office/Bureau du Conseil privé  
 Mail Reception Area/Salle de réception de  
 courrier  
 11 rue Metcalfe Street  
 Ottawa, Ontario  
 K1P 5K9

**REQUEST FOR PROPOSAL  
 DEMANDE DE PROPOSITION**

**Proposal To: Privy Council Office**

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

**Proposition aux: Bureau du Conseil privé**

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

**Instructions :** See Herein

**Instructions:** Voir aux présentes

**Comments - Commentaires**

This document contains a security requirement of **SECRET**.

Ce document comporte une exigence de sécurité de niveau **SECRET**.

**Issuing Office – Bureau de distribution**

Privy Council Office/Bureau du Conseil privé  
 90 rue Sparks Street  
 Room/pièce 800  
 Ottawa, Ontario  
 K1A 0A3

<b>Title – Sujet</b> General Labour Services and ground transportation	
<b>Solicitation No. – N° de l’invitation</b> 20161122	<b>Date</b> November 17, 2016
<b>Solicitation Closes – L’invitation prend fin</b>  at – à 02 :00 PM on – le December 6, 2016	<b>Time Zone - Fuseau horaire</b>  EDT
<b>F.O.B. - F.A.B.</b>  Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to - Adresser toutes questions à:</b>  Julie Davis	<b>Email Address –Adresse e-mail :</b>  julie.davis@pco-bcp.gc.ca
<b>Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :</b>  See Herein	

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

At the date of bid closing, the following conditions must be met:

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

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

### **2. Statement of Work**

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

### **3. Debriefings**

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

### **4. Trade Agreements**

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

### **5. Office of the Procurement Ombudsman**

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## **PART 2 - BIDDER INSTRUCTIONS**

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

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

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 (2016-04-04) Standard Instructions - Goods or Services, are incorporated by reference into and form part of the bid solicitation.

- Section 01, Integrity Provisions - Bid, of the 2003, Standard Instructions - Goods or Services - Competitive Requirements referenced above is hereby deleted in its entirety and is replaced with the following:

Section 01, Code of Conduct and Certifications

The Contractor certifies that it has read the [Code of Conduct for Procurement](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/conduite-conduct-eng.html) and agrees to be bound by its terms (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/conduite-conduct-eng.html>).

- Section 05, subsection 4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

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

### **2. Submission of Bids**

Bids must be submitted only to The Privy Council Office (PCO) 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 or electronic mail will not be accepted.

### **3. Enquiries - Bid Solicitation**

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

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



#### **4.      Applicable Laws**

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

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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

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

Section I:        Technical Bid (4 hard copies)  
Section II:       Financial Bid (1 hard copy)  
Section III:      Certifications (1 hard 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) (<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 Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

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

Bidders must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

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

Refer to Annex D.

#### **1.2 Financial Evaluation**

Bidders meeting all of the Mandatory Technical Criteria will be evaluated based on prices submitted in the Annex "B", Basis of Payment. The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded.

The financial evaluation will be based on the Total Evaluated Price. The Total Evaluated Price will be calculated by taking the sum of each total price per year for all three (3) years as per Annex B, Basis of Payment.

### **2. Basis of Selection – Mandatory Technical Criteria**

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.

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

Bidders must provide the required certifications in Annex E.

### **2. Additional Certifications Required Precedent to Contract Award**

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

#### **2.1 Education and Experience**

##### **2.1.1 SACC Manual clause A3010T (2010-08-16) Education and Experience**



## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

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

The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, granted or approved by Personnel Security, Privy Council Office.

The Contractor personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by Personnel Security, Privy Council Office.

The Contractor MUST NOT remove any PROTECTED/CLASSIFIED information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Personnel Security, Privy Council Office.

The Contractor must comply with the provisions of the:

- a) Security Requirements Check List attached at Annex C; and
- b) Industrial Security Manual (Latest Edition).

### **2. Statement of Work**

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

#### **2.1 Task Authorization**

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

##### **2.1.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization form specified in Annex G.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within two (2) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.



4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 2.1.2 Task Authorization Limit

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

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

### 2.1.3 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10%.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

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

### 3.1 General Conditions

2010C (2016-04-04), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister responsible for the Privy Council Office and any other person authorized to act on behalf of that minister or, where the Minister of Public Works and Government Services has delegated his or her powers, duties or functions to the Minister responsible for the Privy Council Office, the minister or any other person duly authorized to exercise such powers.

#### **4. Term of Contract**

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

The period of the Contract is from date of Contract award for a period of 12 months.

##### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Julie Davis  
Senior Contracting Officer  
Procurement & Contracting Services  
Privy Council Office  
90 Sparks Street, Rm 800  
Ottawa, ON K1A 0A3  
Telephone: (613) 947-5762  
E-mail address: julie.davis@pco-bcp.gc.ca/

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

##### **5.2 Project Authority**

The Project Authority for the Contract is: *(To be entered at Contract Award)*

Name: \_\_\_\_\_(or authorized representative)

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

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

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

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

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

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

### 5.3 Contractor's Representative *(To be entered at Contract Award)*

Name:  
Title:  
Telephone:  
Email address:

## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Payment

### 7.1 Basis of Payment – Limitation of Expenditure-Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex “B”, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. *(To be entered at Contract award)* Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

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

### **7.3 Method of Payment**

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

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

### **7.4 Travel and Living Expenses**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

### **7.5 SACC Manual Clauses**

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

## **8. Invoicing Instructions**

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

Each invoice must be supported by:

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

2. Invoices must be distributed as follows:

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



## 9. Certifications

### 9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject

to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 10. Applicable Laws

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

## 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2016-04-04), General Conditions – Medium Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex E, Certifications
- (f) Annex F, Insurance Requirements;
- (i) the signed Task Authorizations (including all of its annexes, if any); and
- (j) the Contractor's bid dated \_\_\_\_\_, *(To be entered at contract award)*

## 12. Insurance Requirements

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

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

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

## 13. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their

consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).

#### **14. Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the Contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## Annex A STATEMENT OF WORK

### 1. TITLE

General labour and ground transportation services in the National Capital Region (NCR) and across the country.

### 2. OBJECTIVE

The Privy Council Office (PCO), Tour Services, is responsible for supporting the Prime Minister's Office (PMO) for all events both in the National Capital Region (NCR) and across the country. The objective of this contract is to obtain the services of a contractor able to provide these services on an "as and when" requested basis.

### 3. SCOPE OF WORK

**3.1** The Contractor is to provide, wrapping, packaging, pick-up, ground transportation and delivery of communication sound, lighting and staging equipment across Canada on an "as and when" requested basis supporting the activities of the Privy Council Office (PCO). The average shipment will be approximately eighty (80) pieces, weighting 3000 kilograms.

**3.2** The Contactor is required to respond to a request within two (2) hours and to provide timely services. Timely is defined as quickly, promptly, within a reasonable time frame.

The Contractor will provide the following resources and equipment on a timely basis on an as and when requested basis by PCO:

- a. One Project Manager;
- b. up to four (4) Moving Technicians;
- c. up to Two (2) Transportation Drivers; and
- d. 1 Cube Van and 1 Five Ton Truck.

**3.3** The Contractor is to provide transportation and general labour services supporting the activities of PCO as follows:

**3.3.1** Provide, at no additional cost to PCO, **one Project Manager** to perform the following functions:

- a. Act as the single point of contact for the Contractor;
- b. Have the authority to resolve any and all operational issues that may occur;
- c. Resolve any invoicing discrepancies;
- d. Manage and oversee the day to day operations and the work performed by the Contractor's resources to ensure that PCO schedules are adhered to;
- e. Provide required training to the Moving Technicians and Transportation Drivers (as required);
- f. Have the authority to respond to all Task Authorization requests and commit the Contractor to all required work;
- g. Attend meetings at PCO as required by the Project Authority;
- h. Provide replacement resources and/or vehicles on a timely basis, as required, that meet the requirements detailed in the Statement of Work;
- i. Maintain a daily time sheet that includes the hours worked by each provided resource and details of the work performed. The daily time sheets must accompany the invoice submitted by the Contractor.



- 3.3.2** Provide **up to four (4) Moving Technicians** to perform general labour functions i.e. wrapping, packing, loading and unloading of vehicle(s) and general warehouse operations and perform the following functions:
- a. Be available, including the required resources and security requirement, to provide all labour and transportation services 24 hours a day, 7 days per week, 365 days per year during or outside of regular working hours;
  - b. Provide all required general labour and transportation services to prepare equipment and material for shipping to locations and events as directed by the Project Authority. Specifically the Moving Technicians will be required to:
    - (i) Insert equipment cases in large diplomatic bags;
    - (ii) Seal bags with tie wrap, leverlock and plix;
    - (iii) Weigh bags;
    - (iv) Complete diplomatic bag manifest, which includes weight of equipment and piece count;
    - (v) Lift equipment on pallets;
    - (vi) Load and unload trucks as required;
    - (vii) To tag each bag or piece with relevant information;
    - (viii) Ensure that established work procedures provided by PCO are followed; and
    - (ix) Ensure that the work area is kept clean and orderly.
- 3.3.3** Provide **up to two (2) Transportation Drivers** to transport equipment to and from points within Canada and perform the following functions:
- a. Transport PCO equipment to/from 395 Wellington Street, Ottawa, Ontario and to/from the following locations:
    - (i) Ottawa MacDonald Cartier International Airport, 1000 Airport Parkway Private, Ottawa, Ontario;
    - (ii) Across Canada, but primarily in the provinces of Ontario, Québec and the Atlantic Region which includes New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland.
    - (iii) Transport PCO equipment in Contractor supplied trucks.; and
    - (iv) Assist in the loading and unloading of equipment being delivered or picked up to/from various venues.
- 3.3.4** Provide **one cube van**, 1800 kg capacity and a 15-17 foot box and **one 5 ton truck**, 4,500 kg capacity with a 22- 26 foot box and a conventional cab. These vehicles must:
- a. Be no more than five years old during the term of the Contract;
  - b. Be equipped with a locking system for the rear or side doors;
  - c. Be clean, very good condition and well maintained;
  - d. Have the required valid licenses, insurances and permits to perform the work described in the Statement of Work;
  - e. Be equipped with all applicable safety equipment, in accordance with applicable municipal, provincial, federal and international transportation regulations, at all times, during the period of the Contract; and
  - f. Undergo regular maintenance to ensure continued availability to PCO.

**NOTE:** The Contractor is responsible for gas, oil and all other maintenance costs for each of the vehicles including but not limited to insurance, parking charges, traffic violations, road tolls incurred while performing work for PCO, any and all costs related to vehicle breakdowns including the cost of renting replacement vehicles. All vehicle cleaning and preventative maintenance must be performed outside of the hours of work.

## 4 CONTRACT MANAGEMENT

- 4.1** The Contractor shall:



- a. Provide immediate qualified back-up personnel for all resources described in this document;
- b. Provide resources that are neat in appearance (the dress code being casual clean);
- c. Ensure all resources wear steel toe safety work boots (green safety label must be evident at all times);
- d. Ensure Transportation Drivers possess valid driver's licenses for the class of vehicles that they are driving;
- e. Have access to back up vehicles, to ensure the availability for required services (Rental of equivalent vehicles will be accepted for these purposes);
- f. Ensure that all resources assigned to perform work under the terms of the Contract are equipped with cell phones or blackberry devices at no extra cost to PCO. The cell phones or blackberry devices must be turned on at all times during the working periods;
- g. Replace, on a timely basis so as to not affect the quality of service provided, resources that are deemed to be unsatisfactory by the Project Authority or who cannot provide the level of service required by PCO. The replacement resource(s) must meet all the resource qualifications required to perform the services including security requirements;
- h. Provide resources that are dependable, trustworthy, tactful, diplomatic, discreet, possessing good judgment and initiative, honest, punctual, good interpersonal relations, good communication skills and have the ability to work with constant priorities and short lead-times; and
- i. Ensure that all Transportation Drivers and Moving Technicians are bonded, in the amount, of \$5,000.00 prior to the start of the Contract.

## **5 TASK AUTHORIZATIONS**

All work required during the term of the contract will be authorized by the Project Authority using the Task Authorization Form. Each Task Authorization will be for a minimum of four (4) hours of work.

## **6. LOCATION OF WORK**

All work is presently performed at 395 Wellington Street, Ottawa, Ontario but the work location may change to another downtown Ottawa location, during the period of the Contract. All Labor Technicians will work at this site. The Transportation Drivers will pick up from and deliver to this site.

## **7. LANGUAGE OF WORK**

Required work language is French or English.

## **8. HOURS OF WORK**

The Identified Users can make a request, day or night; therefore the Contractor must be available at all times, 24 hours per day. Regular working hours are defined as between 08:00 and 16:00 from Monday to Friday inclusive.

Services can also be requested before or after regular working hours, including Saturdays, Sundays and Statutory holidays.

Since the Ontario Family Day celebrated in February is not considered a Statutory holidays for the Government of Canada, work performed during regular working hours would not be considered to be overtime.

Services before or after regular work hours, Saturdays, Sundays and Statutory holidays will be paid an overtime rate calculated at time and half (1.5) of the firm unit regular hourly quoted rate.

Idle time is only applicable to work performed outside the NCR and must be pre-approved by the Project Authority. Idle time claimed cannot exceed 8 hours in any 24 hour period.

## **9. CLIENT SUPPORT**



- 9.1**    PCO will provide training for wrapping, packaging and shipping as well as the inspection of the work performed to ensure that proper procedures are understood and followed.
- 9.2**    The following supplies used for the wrapping, packaging and shipping are provided by the PCO:
- a.**    Brown packing tape;
  - b.**    Diplomatic tape for classified shipments;
  - c.**    Vinyl strapping tape;
  - d.**    Opaque red bags;
  - e.**    Tie Wraps;
  - f.**    Plastic Lever locks;
  - g.**    Plastic Plix; and
  - h.**    Wood Pallets.
- 9.3**    PCO will provide the warehouse facilities to perform the work described in this Statement of Work.
- 9.4**    PCO will provide detailed address and contact information for delivery and pickup locations.

**ANNEX B  
 BASIS OF PAYMENT**

1. Services before or after regular work hours, Saturdays, Sundays and Statutory holidays will be paid an overtime rate calculated at time and half (1.5) of the firm unit regular hourly quoted rate.
2. Idle Time: While in travel status outside the NCR and subject to the pre-approval of the Project Authority, Idle time may apply, not to exceed 8 hrs in a 24 hr period and at regular hr rate.
3. Inside the NCR a contractor-owned vehicle will be charged an all-inclusive **hourly rate**. This hourly rate does not include the driver and/or laborer which will be a separate charge. Outside the NCR a contractor –owned vehicle will be charged an all-inclusive **kilometer rate**. This kilometer rate does not include the driver and/or laborer which will be a separate charge. It does include all vehicle expenses as indicated in the SOW note following para 3.3.4.

	Annual estimates for evaluation purposes	Initial 12 Month Contract period	Option YR 1	Option YR 2	Option YR 3
<b>Mover(s) Only</b>		All Inclusive Hourly Rate Per Resource			
Regular hrs (8:00-4:00 Mon-Fri)	1200 hr	\$_____/hr	\$_____/hr	\$_____/hr	\$_____/hr
<b>Driver(s) Only- for Contractor-owned within and outside the NCR.</b>		All Inclusive Hourly Rate Per Resource			
Regular hrs (8:00-4:00 Mon-Fri)	100	\$_____/hr	\$_____/hr	\$_____/hr	\$_____/hr
<b>Vehicle(s) Only – within the NCR</b>		All Inclusive Hourly Rate			
a) Cube Van	25	\$_____/hr	\$_____/hr	\$_____/hr	\$_____/hr
b) 5 Ton Truck	25	\$_____/hr	\$_____/hr	\$_____/hr	\$_____/hr
<b>Vehicle(s) Only – Outside the NCR</b>		All- Inclusive Per Kilometre Rate			
a) Cube Van	5,000 km	\$_____/km	\$_____/km	\$_____/km	\$_____/km
b) 5 Ton Truck	2500 km	\$_____/km	\$_____/km	\$_____/km	\$_____/km

### **Fuel Surcharge:**

As the Contractor's all-inclusive kilometre rate will include an element of fuel cost, the following calculation will be used to recognize any increase in this cost, if applicable.

The baseline fuel cost is set at **\$1.00 liter** (regular unleaded gasoline) and will be used as the base cost for calculating any fuel surcharge. For each \$.02 increase in the price of gas the contractor may claim a .5% surcharge on the total all-inclusive km cost Any fuel surcharge claimed during the contract must be supported by the transportation fuel price reported by Kent Group Limited/MJ Erwin & Associates price indicator (Website: <http://kentreports.com/wpps.aspx>) for the point of destination during the period of travel. Where there is a variance in the Contractor's surcharge claim and the per litre cost reported by Kent Group Limited/MJ Erwin & Associates price indicator, the lower shall prevail.

Example:

It is now May 15, 2017 and the contractor has completed a Task Authorization to transport equipment to Bathurst, NB and return. The contractor reports fuel cost for Bathurst at \$1.20/litre, supported by the transportation fuel price reported by Kent Group Limited/MJ Erwin & Associates price indicator (Website: <http://kentreports.com/wpps.aspx>) for Bathurst on the days of travel.

1,964 km return X contractor's all-inclusive km rate = Total all-inclusive km cost

Baseline fuel cost set at \$1.00/litre versus \$1.20/litre = +\$.20 increase in fuel cost

.5% surcharge rate for each +\$.02 increase in per litre cost of fuel = 5%

**Total Cost of the Vehicle(s) Only – Outside the NCR X. 5% = surcharge cost**

**NOTE: Fuel surcharge, if applicable, is to be expressed as a % (percentage) of the Total Cost of the Vehicle(s) Only – Outside the NCR and shown as a separate line item the invoice.**



### ANNEX C SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>20161122</b>
Security Classification / Classification de sécurité

#### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>PCO - BCP</b>	2. Branch or Directorate / Direction générale ou Direction <b>ADMIN DIV.</b>	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <b>To provide "REDWRAPPING" &amp; SHIPMENT OF TOUR GROUP EQUIPMENT</b>		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
3. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input checked="" type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

PRIVY COUNCIL OFFICE  
 2016 OCT 31 13:59



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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité:  No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :  No / Non  Yes / Oui

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input checked="" type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

Contract Number / Numéro du contrat <i>20161122</i>
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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assole / Renseignements / Biens Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) ANDREA TAYLOR	Title - Titre DIRECTOR	Signature A Taylor	
Telephone No. - N° de téléphone 613 951 5104	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel ANDREA.TAYLOR@PCO-SCD.GC.CA	Date OCT 24, 2016
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?</b>			
			<input type="checkbox"/> No / <input type="checkbox"/> Yes Non / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) JULIE DAVIS	Title - Titre SENIOR PROCUREMENT OFFICER	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone 613 947-5762	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel julie.davis@peo-bp.gc.ca	Date Oct 26/16
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées) BORY FITZGERALD	Title - Titre A/MANAGER SECOPS	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date Oct 31, 2016

Security Classification / Classification de sécurité
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## ANNEX D Technical Criteria

### Mandatory Technical Criteria

Bidder proposals will be evaluated in accordance with the mandatory technical criteria as detailed herein. Bidders are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team.

Proposals failing to adequately respond to the mandatory technical criteria will be excluded from further consideration. Only proposals found to meet the mandatory technical criteria will be given further consideration.

The Mandatory Technical Criteria listed below will be evaluated on a simple pass/fail (i.e. compliant/non-compliant) basis. Proposals which fail to meet the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

Proposals must demonstrate compliance with all of the following Mandatory Technical Criteria and must provide the necessary documentation to support compliance.

Mandatory Technical Criteria			
Number	Criterion	Met? (Yes or No)	Cross Reference to proposal
<b>Bidder Experience</b>			
<b>M1</b>	The Bidder must demonstrate that the company possess a minimum of five (5) years' experience in providing packaging, shipping and ground transportation services within Canada for municipal/provincial/territorial or federal governments.		
<b>M2</b>	<p>The Bidder's must provide a description of two (2) completed projects within the last five (5) years, from the date of bid closing, At least one of the projects must involve trips of not less than 1000 kilometres within Canada or between Canada and the United States.</p> <p>For each of the two (2) projects listed, the Bidder should include:</p> <ul style="list-style-type: none"> <li>- the title;</li> <li>- project duration and dollar value;</li> <li>- date and scope of the specific services provided;</li> <li>- clients names and telephone number;</li> <li>- Origins and destinations of transportation services and type of goods carried.</li> </ul>		



Mandatory Technical Criteria			
Number	Criterion	Met? (Yes or No)	Cross Reference to proposal
<b>Qualification of Proposed Personnel</b>			
<b>M3</b>	<p><b>One (1) Project Manager</b>            The bidder must propose one (1) Project Manager. A resume must be provided demonstrating experience similar to this requirement (SOW 3.3.1 refers) and compliance with the following:            The Project Manager must:</p> <ul style="list-style-type: none"> <li>• Possess a minimum of one (1) years' experience as a Project Manager in the provision of packaging, shipping and ground transportation, within Canada or between Canada and the United States.</li> <li>• Must possess a valid Government of Canada security clearance to the level of Secret <b><u>at the time of bid closing</u></b></li> </ul>		
<b>M4</b>	<p><b>Two (2) Transportation Drivers</b>            The bidder must propose two (2) transportation drivers. A resume must be provided for each, demonstrating their experience and compliance with the following:            Each Driver must:</p> <ul style="list-style-type: none"> <li>• possess a minimum of six (6) months experience in the provision of transportation services;</li> <li>• Each driver must have a valid driver license (at least Ontario G Class or equivalent from other Provinces/Territories);</li> <li>• Must possess a valid Government of Canada security clearance to the level of Secret <b><u>at the time of bid closing</u></b>.</li> </ul>		
<b>M5</b>	<p><b>Four (4) Moving Technician</b>            The bidder must propose <b>four (4) Moving Technicians</b>. A resume must be provided for each, demonstrating their experience and compliance with the following:            Each Moving Technician must:</p> <ul style="list-style-type: none"> <li>• possess a minimum of six (6) months experience in the provision of packaging, and shipping and/or warehouse operations;</li> <li>• Must possess a valid Government of Canada security clearance to the level of Secret <b><u>at the time of bid closing</u></b>.</li> </ul>		



Vehicles			
<b>M6</b>	<p>The Bidder must demonstrate that they are able to provide the amount and type of vehicles needed for this requirement as shown below. Bidders are to provide a description and specification; demonstrating compliance prior to the commencement of the Contract. Leased vehicles are acceptable.</p> <p>One (1) Cube Van; 4000 lbs, 15-17-foot box;</p> <p>and,</p> <p>One (1) 5 ton truck; 10,000 lbs, 22-26 foot box, conventional cab.</p> <p>Vehicles are to be five (5) years old or newer for the period of the Contract.</p>		
<p><b>Note to bidder regarding Security Clearance</b></p> <p><b>As indicated above, proposed personnel must possess a valid Government of Canada security clearance to the level of Secret <u>at the time of bid closing</u>.</b> Upon request the Bidder must provide the following for the purpose of clearance verification. Name of individual as it appears on the security clearance form; Date of birth of individual; Level of security clearance obtained; Validity period of security clearance; and Security Screen Certificate and Briefing Form file number.</p> <p>When requested, the bidder will be given three (3) days to provide the detail. Failure to do so within this timeframe will result in your offer being considered non-responsive and no further consideration will be given to your offer.</p>			

## ANNEX E CERTIFICATIONS

### 1.1 Former Public Servant

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

#### Definitions

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

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

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

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

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

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

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

- a. name of former public servant;



- b. date of termination of employment or retirement from the Public Service.

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

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

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Signature of Person Signing on behalf of the Contractor

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Print Name of Person Signing on behalf of the Contractor

---

Date



## ANNEX F 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 endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  
  - o. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

## **2. 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**

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 \$ 500.00 per shipment. Government Property must be insured on replacement cost basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
  - 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 The Privy Council Office and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**ANNEX G  
 TASK AUTHORIZATION FORM**

<b>TASK AUTHORIZATION FORM</b>	
Order Number:	
Requirement:	
Location:	
Dates:	
Name(s) of personnel (Drivers and/or Moving Technicians) providing the services:	
1. _____ 2. _____ 3. _____	
4. _____ 5. _____ 6. _____	
DETAILS <input type="checkbox"/>	COSTS
Hotel (Name and estimated cost per day) <input type="checkbox"/>	
Meals (Estimated cost per day) <input type="checkbox"/>	
Mileage <input type="checkbox"/>	
Vehicle (Type) <input type="checkbox"/>	
<b>ESTIMATED TOTAL COST</b> <input type="checkbox"/>	
Description of service:	