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Retourner Les Soumissions à:

Statistics Canada  
Email: [statcan.macs-bids-smc-soumissions.statcan@canada.ca](mailto:statcan.macs-bids-smc-soumissions.statcan@canada.ca)

RFSO #: J006370

## Request for a Standing Offer Demande d'offre à commandes

National Individual Standing Offer (NISO)  
Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Industry, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre de l'industrie, autorise par la présente, un offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

### Comments – Commentaires Instructions : See Herein Instructions : Voir ici-joint

Vendor / Firm Name and Address  
Raison social et adresse de fournisseur/de l'entrepreneur

**Issuing Office – Bureau de distribution**  
Statistics Canada / Statistique Canada  
Corporate Support Services Division /  
Division des services de soutien intégrés  
Materiel and Contract Services  
150 Tunney's Pasture / 150, promenade  
Tunney's Pasture  
Main Building / Immeuble Principal  
Ottawa, Ontario K1A 0T6

Title – Sujet <b>Medical Examination Clinic Hauling / Transport de cliniques mobiles</b>	
Solicitation No. – No de l'invitation J006370	Date October 25, 2017
Solicitation Closes – L'invitation prend fin At – à : 14:00 EDT / HAE On – le : December 05, 2017 / 05 décembre 2017	Time Zone Fuseau horaire Eastern Daylight Savings Time
Delivery Required – Livraison exigée  See Herein / Voir ici-joint	
Address Enquiries to : - Adresser toutes questions à:  Nathalie Sielatycki at : <a href="mailto:nathalie.sielatycki@canada.ca">nathalie.sielatycki@canada.ca</a>	
Telephone no. – No de telephone 613-219-8859	FAX no. – No de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction :	
Security – Sécurité N/A	
<b>Vendor / Firm Name and Address</b> <b>Raison social et adresse de fournisseur/de l'entrepreneur</b>	
<b>Telephone no. – No de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>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**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer 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 offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments and any other annexes

### **1.2 Summary**

- 1.2.1    The purpose of this Request for Standing Offer (RFSO) is to award a Standing Offer to transport and place two (2) sets of Mobile Examination Clinics (MECs) in different cities across Canada for up to five (5) cycles lasting two (2) years each for an estimated ten (10) year period. There will be a minimum of seventeen (17) hauls per cycle originating from and destined for various cities in the provinces of British Columbia, Alberta, Manitoba, Ontario, Quebec, Nova Scotia, and Newfoundland.
- 1.2.2    The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3    The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.



### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

### **1.4 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 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

In the complete text content (except subsections 1.0 and 3.0): delete "Public Works and Government Services Canada" and insert "Statistics Canada". Delete "PWGSC" and insert "StatCan".

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Offers

Offers must be submitted by the date, time and place indicated on page 1 of the Request for Standing Offers. Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to Statistics Canada will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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 Offeror a FPS in receipt of a pension? **YES ( ) NO ( )**

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES ( ) NO ( )**

If so, the Offeror 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.

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.



## **2.5 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.





## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Bid - a softcopies in PDF format

Section II: Financial Bid - a soft copies in PDF format

Section III: Certifications - a softcopies in PDF format

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

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 color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Annex B.

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

Offerors must submit the certifications and additional information required under Part 5.



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

**4.1 Evaluation Procedures**

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

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

**a) Mandatory Requirements**

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

Bidder	Description of Mandatory Technical Criteria and Bid Preparation Instructions	Proposal Page Number (to be completed by bidder)
MC 1	<p>The Bidder must demonstrate they have five (5) years of experience providing transportation and logistical services. Required information to demonstrate this experience are the dates since the Bidder have been operation and a listing of five (5) current and/or previous clients that can validate this experience.</p>	
MC 2	<p>The Bidder must provide the names of two (2) individuals (one who will be the Account Manager and the second name as the backup) who will be the single point of contact to work with the CHMS advance arrangements team.</p> <p>The name appearing first will be considered the Account Manager if not otherwise specified by the bidder).</p> <p>At a minimum the Bidder must provide the following information for each person;</p> <ol style="list-style-type: none"> <li>1. Name;</li> <li>2. Title;</li> <li>3. Telephone number; and</li> <li>4. Email address.</li> </ol>	

**4.1.2 Financial Evaluation**

**4.1.2.1 Evaluation of Price**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.



## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection- Mandatory Technical Criteria**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### **4.2.2 Multiple Standing Offers:**

Statistics Canada intends is to select up to three (3) compliant offerors receiving the lowest price as a result of this competitive RFSO.



## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid\_list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.



## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

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

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



## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

#### **7.2 Security Requirements**

7.2.1 There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **7.3.1 General Conditions**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex E. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from January 3, 2018 to December 31, 2019.

##### **7.4.2 Extension of Standing Offer**



If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional offer for four (4) additional two (2) year periods at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority at least thirty (30) calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

**7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

**7.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Appendix A in Annex A of the Standing Offer.

**7.5 Authorities**

**7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Nathalie Sielatycki  
Title: Coordinator  
Organization: Statistics Canada  
Address: 150 Tunney's Pasture  
Telephone: 613-219-8859  
E-mail: [nathalie.sielatycki@canada.ca](mailto:nathalie.sielatycki@canada.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

**7.5.2 Project Authority (TBD at Standing Offer award)**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

**7.5.3 Offeror's Representative (TBD at Standing Offer award)**



## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Statistics Canada

## 7.8 Call-up Procedures

### i. Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

### ii. Order of Ranking:

\_\_\_ (the number will be inserted at contact award) standing offer were awarded as a result of Statistics Canada solicitation number: **J006370**. The order of ranking is as follow:

- a) Ranked first: \_\_\_\_\_
- b) Ranked second: \_\_\_\_\_
- c) Ranked third: \_\_\_\_\_

### iii. Assignment Process:

The Standing Offer Authority (or his/her representative):

- a) Communicates by email to offer assignment to the Ranked first, such email containing all necessary details about the assignment;
- b) For Last minute assignments, the Standing Offer Authority (or his/her representative) may rather communicate by phone with the contractor, provided that he/she also sends the details of the assignment to the Contractor by email;
- c) Give the Contractor a deadline for accepting or refusing to perform the assignment.
- d) The Contractor signifies, within the prescribed deadline, his/her refusal or acceptance to perform the work to the Standing Offer Authority (or his/her representative) by email.
- e) The Contractor is deemed to have refused the work should the contractors confirmation email not received within the prescribed deadline.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up against a Standing Offer.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer by identified users must not exceed an aggregate value \$100,000.00 including goods, services and GST/HST as applicable.





## 7.11 Priority of Documents

If there is a discrepancy between the wordings 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2016-04-04), General Conditions - Services Medium Complexity
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Electronic Payment Instrument;
- h) Annex D, Insurance Requirements;
- i) Annex E, Usage Report; and
- j) the Offeror's offer dated \_\_\_\_\_ **(to be determined at standing offer award)**

## 7.12 Certifications and Additional Information

### 7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 7.14 Price Adjustment - Petroleum Products

1. The prices detailed in the Standing Offer are subject to upward or downward adjustment to allow for:
  - a) changes due to price adjustment in petroleum products that are a direct result of increased or decreased prices imposed by the petroleum producer. A copy of the Offeror's notification of price increase or decrease from the petroleum producer must be provided to the Standing Offer Authority; and/or
  - b) imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any petroleum product, authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority.
2. The Standing Offer will be revised to reflect the actual price of the increase or decrease at time of delivery. The Offeror must not invoice at prices other than those specified in the Standing Offer.

## 7.15 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).

#### **7.16 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 supplier or the contractor or the name of the entity awarded this contract) 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).

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **1. Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

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

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The work must be performed in accordance with the call-up against the Standing Offer.

### **4. 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.

### **5. Payment**

#### **5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations in the call-up, the Contractor will be paid a firm price, as specified in Annex B – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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. Invoicing Instructions**

#### **6.1 Invoices must be distributed as follows:**

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

c. By submitting invoices the Contractor is certifying that the goods and services identified on the invoice have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

d. Invoices must be distributed as follows:

One (1) electronic copy must be forwarded to the address below for certification and payment.

Email: [statcan.financecounter-comptoirfinance.statcan@canada.ca](mailto:statcan.financecounter-comptoirfinance.statcan@canada.ca)

One (1) electronic copy must be forwarded to the Contracting Authority and the Project Authority identified under the section entitled "Authorities" of the contract.

### **6.3 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **7. Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex D. 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.

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## ANNEX A - STATEMENT OF WORK

### SW.1.0 TITLE

Transportation Services of two (2) Mobile Examination Clinics (MECs).

### SW.2.0 BACKGROUND

Statistics Canada (STATCAN)'s Canadian Health Measures Survey (CHMS) is a national survey that conducts physical health measures testing and blood and urine sample collection for analysis from participating respondents. The survey collects data using two (2) alternating MECs that move across Canada visiting sixteen (16) different collection site locations per cycle over a two (2) calendar year period. MECs are comprised of three (3) independent, modified 16.2 meter (53 ft.) trailer vans. Once the three (3) trailers arrive at a site location they are aligned, levelled and connected by walkways to form a clinic.

The exterior modifications to the trailers are windows, undercarriage compartments, generators, front air conditioning units, and water holding tanks. The interior modifications are several rooms, electrical, plumbing, cabinetry, and interior furnishings. Each trailer contains equipment and/or machines which will be stowed and secured by the survey, but that are sensitive to movement. The Gross Vehicle Weight Rating (GVWR) of each trailer is less than 30,845 kg (68,000 lbs.) No biological samples or biological hazards are transported.

The value of each trailer (from the manufacturer) is \$650,000.00 CDN; this includes the trailer, upgrades, walls, build-in cabinetry, sub-systems (generators, HVAC), plumbing, as well as the trailers' contents.

### SW.3.0 OBJECTIVES

STATCAN has a requirement to transport and place two (2) sets of MECs in different cities across Canada for up to five (5) cycles lasting two (2) years each for an estimated ten (10) year period. There will be a minimum of seventeen (17) hauls per cycle originating from and destined for various cities in the provinces of British Columbia, Alberta, Manitoba, Ontario, Quebec, Nova Scotia, and Newfoundland.

STATCAN seeks a company to provide tractors, drivers, and logistical support including scheduling of each haul, selection of best and least costly route, annual inspections and repairs, as well as secure storage between collection sites. In addition, there is a requirement for diesel fuel supply for the holding tanks to power the diesel generators and heating systems. A national network of transportation specialists is required to accomplish the objective.

### SW.4.0 PROJECT REQUIREMENTS

#### SW.4.1 Scope

- STATCAN will provide the exact location and time for every trailer pickup or delivery a minimum of three (3) weeks prior to the scheduled date;
- For every pick-up or delivery, the haulers along with the trailers will be met on site by CHMS Advanced Arrangements Officer. The Advanced Arrangements Officer will indicate how and where the trailers need to be placed during delivery and ensure the trailers are properly removed during pickup; the cell phone number of the Advance Arrangements Officer will be provided to the account manager;
- The trailers will be locked prior to transportation by the Advanced Arrangements Officer on site;
- Upon delivery or pick-up at the specified location, the driver must write up a delivery note to be signed by the STATCAN's Advance Arrangements Officer for claims and billing;
- All delays in accordance with the pick-up or delivery schedule are to be communicated immediately to the Advanced Arrangements Officer; delays of more than 30 minutes, must be reported 48 hours in advance; if delays of 30 minutes or more are not communicated, any

expenses arising from per diems, car rentals, flight modifications and hotel charges for up to two STATCAN staff may be billed to the Contractor<sup>1</sup>;

- The hauler will be responsible to store the trailers between collection sites in a secure gated lot equipped with a camera system prior to delivery to the next specified site;
- While the trailers are in the contractors possession (hauling or storage), the contractor will be responsible for any damage to the exterior of the trailers, and any damage caused to the interior or to equipment within the trailer which was caused from damage to the exterior;
- STATCAN occasionally requires access to the trailers while in the hauler's possession. Therefore, the trailers should be accessible to STATCAN during storage upon request to the contractor.

In addition to anticipated requirements, STATCAN has the need of additional services on an "as required" basis. These services include:

- Trailer repositioning/shunting services on a site location;
- Hauling of individual trailers to and from service providers within Canada or the United States;
- Diesel fuel service while trailers are on route and/or while the trailers are on site;
- Ministry of Transportation (MTO) inspections;
- Any required repairs based on the outcome of the MTO inspections and/or hauling of trailers while in the Contractor's possession.

#### **SW.4.2 Constraints**

- The three (3) trailers for each mobile clinic must be picked up and delivered based on pre-determined dates, times and locations and within 30 minutes of each other. The trailers should arrive together as they need to be positioned in a particular order. Delays for pick-up or delivery may have a significant impact on STATCAN operations. Dates and times will be communicated and / or confirmed to the account manager a minimum of three (3) weeks prior to hauling by a STATCAN employee;
- Pick-up times (typically around 10:00 am – 14:00 pm local time) and delivery times (typically around 7:00 am – 8:00 am local time) must be respected as per the call-ups issued for each haul;
- To form a mobile clinic, the trailers must be placed in a specific configuration; the trailers need to be parked in a specific order, parallel side-by-side, 94 cm (37") of each other, tolerance to 5.08 cm (2"), as a floating pedestrian walkway will be connected between the trailers to form the mobile clinic; these requirements will be lead and imposed by the Advanced Arrangements Officer on site;
- At the point of delivery, the drivers are required to stay with the trailers until all the trailers have arrived and are positioned to the Advance Arrangements Officer's satisfaction;
- Between the point of pick-up and delivery (i.e., once the trailers are in possession of the drivers) the driver must remain with the trailer at all times or the trailer must be situated in secure gated lot equipped with a camera system prior to delivery for the next specified site;
- All collection site hauls must remain in Canada for the complete haul. Only specific hauls to an intended United States destinations as requested by STATCAN, may travel through the United States.

#### **SW.4.3 Mandatory Requirements**

- The hauler must be able to provide service anywhere within Canada and the United States; sub-contracting is permitted providing all mandatories are met and must be identified to the Advance Arrangements Officer forty-eight (48) hours prior to the haul.

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<sup>1</sup> Any delays caused by unforeseen traffic, accidents, detours or acts of God will be evaluated on a case by case basis by the STATCAN Contracting Authority.

- Three (3) individual drivers per MEC destination must be present on-site to align and park the trailers; in some cases, this may take up to three (3) hours;
- Three (3) individual drivers must be present on-site to pick-up and haul the trailers at the end site;
- Full air-ride equipped transport is required. The trailers are equipped with air-ride suspension, so the tractors must also be air-ride equipped;
- All drivers must have access to a direct communication method (i.e., cell phone, CB, etc.), and must always be in communication with the account manager. Drivers of each trailer must also be able to communicate with each other;
- All drivers must have a valid driver's license to perform work;
- If required to travel to the United States, all three (3) drivers must be eligible to enter into the United States and stay overnight; and
- All drivers must speak and understand English.

#### **SW.4.4 Hauling Origins and Destinations**

There are a minimum of seventeen (17) hauls per cycle lasting two (2) years; the exact address for each site location will not be determined until three (3) weeks in advance of the haul (the location will be provided earlier if available).

Each mobile clinic will remain parked at the destination city for approximately eight (8) to ten (10) weeks. The two (2) CHMS mobile clinics move independently of one another and on different schedules.

The tentative schedule for Cycle 6 and future Cycle dates along with the regions can be found at Appendix A.

#### **SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW**

##### **SW.5.1 Contractor's Obligations**

In addition to the Project Requirements outlined in Section 4 of this Statement of Work, the Contractor shall ensure the following:

- An Account Manager must be assigned to the project's account; the account manager will be the primary contact person for STATCAN for all matters related to trailer transportation;
- The Account Manager must know where the trailers are located at all times during storage and their approximate location when they are in transit;
- STATCAN will be provided with the name, address, telephone and fax numbers, and e-mail address of the account manager upon the awarding of the standing offer; in the event of an account manager change during the contract period, the new contact details must be communicated in writing to the Project Authority and Advanced Arrangements Officers of STATCAN.
- If a trailer fails while in the hauler's possession, the hauler must obtain an estimate of the cost to make the necessary repairs, mechanical aspect, safety system or tires in order to complete the required haul in the required time designated. If the estimated repair costs are less than \$5,000.00 (before taxes), the hauler may authorize the necessary repairs immediately. The hauler account manager must notify the Statistics Canada Advanced Arrangements Officer of the repairs once completed. If the estimated repair costs exceed \$5,000.00 (before taxes), the hauler account manager must contact the Project Authority and Advanced Arrangements Officers with STATCAN in order to get an approval before a repair can be performed. In addition, a written estimate of the cost must be provided. Upon presentation of receipts, repair costs will be reimbursed. In addition, reasonable and proper accommodation and meal expenses incurred by the drivers will be reimbursed, at cost, without any allowance for overhead or profit, in accordance with Treasury Board (TB) Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>); and

- The contractor must, when requested, provide fuel service either while on route, or while on site. On route fuel service is the preferred method as access to the diesel fuel tanks while on site is limited and restricted; on site fuel delivery will be used only if additional fuel is required during a site. Diesel fuel will be reimbursed at price per liter.

### **SW.5.2 Language of Work**

Drivers from each set of trailers must be able to communicate in English

### **SW.5.3 Special Requirements**

Any hauls requested to the United States will be arranged between the contractor and STATCAN using STATCAN's Customs Broker.

### **SW.5.4 Insurance Requirements**

The hauler must have cargo insurance in an amount of no less than \$2,000,000.00

### **SW.5.5 Environmental considerations**

All projects should be delivered in an environmentally responsible manner, to the fullest extent possible. Clients and suppliers will be encouraged to transmit work requests electronically.

All non-electronic correspondence and deliverables should be certified as originating from a sustainable managed forest and/or with a minimum of 30% recycled content and processed chlorine free, whenever possible. Double-sided photocopying will be the default unless otherwise specified by the Project or Contracting Authority. Photocopied documents are to be in black and white format unless otherwise specified.

The supplier will be encouraged to provide proofs for client review for approval either on-screen or by e-mail, CD, DVD, or zip file, wherever possible. Should printed material be required, double-sided format will be the default unless otherwise specified by the client.

## **SW.6.0 APPLICABLE DOCUMENTS AND GLOSSARY**

### **SW.6.1 Relevant Terms, Acronyms, and Glossaries**

#### Account Manager

The individual who is appointed by the contractor which is responsible for handling all issues related to the successful transportation of the two (2) sets of CHMS trailers; this person is responsible for billing, complaints, scheduling, changes to dates, origins/destinations, and any related logistics of hauling for the CHMS trailers.

#### Advance Arrangement Officer

A STATCAN employee who is present when the trailers are received and/or picked up and responsible for communicating with the contractor, account manager, as well as the drivers.

#### Collection Site

A collection site is the physical location where the three (3) individual trailers will be set up as a mobile clinic.

#### Collection Site Haul

A collection site haul is a scheduled haul of three (3) trailers from the same collection site. The destination will typically be the same address for all three (3) trailers at the next collection site. This haul can additionally include within its scope; storage, stop-over for annual inspection and repairs. Upon delivery, the hauler will be required to park the hauled trailer in a specific configuration in order to form the mobile clinic.



#### Contracting Authority

The Contracting Authority is responsible for the management of the Standing Offer 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 Call-Up based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### Contractor

The contracting company who will be named in the Standing Offer.

#### Cycle

One complete survey collection period lasting two (2) years comprised of sixteen (16) sites. Subsequent cycles will comprise of approximately the same number of hauls and destinations.

#### Hauler

Hauler can refer to either the contracted supplier and/or the driver of the tractor.

#### Mileage Calculation

All mileage shall be calculated using <http://canada.distancesonline.com/>

#### Project Authority

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Call Up. 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 an amendment issued by the Contracting Authority.

#### Relocation/Shunting Service

An additional unplanned service of pinning and repositioning the trailers while at a collection site (but outside of the collection site haul). This service is expected to be less than fifteen (15) miles of hauling per trailer, yet up to two (2) hours of haulers time per trailer. This service is required in the extraordinary situation where the trailers have shifted after a successful delivery due to site situations, improper leveling by STATCAN, or accident while under STATCAN's care.

#### Trailer Set or Mobile Examination Clinic (MEC)

One mobile clinic, which is comprised of three (3) trailers; a trailer set requires three (3) tractors with three (3) drivers to haul the set from one location to another with pick-up and delivery on specific days and times. A mobile clinic is created when three parked 53' trailers are placed side-by-side with a walkway connecting between the trailers; these trailers will be used to conduct the Canadian Health Measures Survey (CHMS). The haulers will be required to park the trailers in a specific way, and may require up to three (3) hours per trailer to accomplish this task.

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## APPENDIX A

### MEC 1

#### Depart

Ottawa, ON (February 2018)  
Québec Centre, QC (May 2018)  
Nanaimo, BC (August 2018)  
Canmore, AB (November 2018)  
North West Vancouver (February 2019)  
Owen Sound, ON (May 2019)  
Deer Lake & Pasadena, NL (August 2019)  
Baie-Comeau, QC (September 2019)

#### Destination

Québec Centre, QC (March 2018)  
Nanaimo, BC (June 2018)  
Canmore & Banff, AB (September 2018)  
North West Vancouver (December 2018)  
Owen Sound, ON (March 2019)  
Deer Lake & Pasadena, NL (June 2019)  
Baie-Comeau, QC (September 2019)  
Ottawa, ON (December 2019)

### MEC2

#### Depart

Ottawa, ON (January 2018)  
Lower Sackville & Bedford, NS (March 2018)  
Richmond Hill, ON (June 2018)  
Mississauga, ON (September 2018)  
Montréal Centre, QC (December 2018)  
Edmonton West & St. Albert (March 2019)  
Winnipeg Southwest, AL (June 2019)  
Toronto Centre, ON (September 2019)  
London West, ON (November 2019)

#### Destination

Lower Sackville & Bedford, NS (February 2018)  
Richmond Hill, ON (May 2018)  
Mississauga, ON (August 2018)  
Montréal Centre, QC (November 2018)  
Edmonton West & St. Albert (February 2019)  
Winnipeg Southwest, AL (May 2019)  
Toronto Centre, ON (August 2019)  
London West, ON (November 2019)  
Ottawa, ON (December 2019)

**Notes:** The pairing of the origins and destinations may be subject to change.

Future Cycles will be as follows:

- Cycle 7: January 2020 to December 2021
- Cycle 8: January 2022 to December 2023
- Cycle 9: January 2024 to December 2025
- Cycle 10: January 2026 to December 2027

Departure and Destinations will be provided at a later date.

**ANNEX B - BASIS OF PAYMENT**

Prices for services listed below are all inclusive and will remain in effect throughout the period of the Contract. Unit prices must be firm and in Canadian Dollars.

<b>Level of Services</b>	<b>Firm all-inclusive rate</b>
<b>Initial Period: January 3, 2018 to December 31, 2019</b>	
Trailer Hauling from origin to destination Rate per mile per trailer	\$ / mile
All-inclusive storage fees per trailer per day	\$ / all inclusive
Minimum charge for hauling and / or shunting services	\$ / minimum fee
<b>Option 1 Period: January 1, 2020 to December 31, 2021</b>	
Trailer Hauling from origin to destination Rate per mile per trailer	\$ / mile
All-inclusive storage fees per trailer per day	\$ / all inclusive
Minimum charge for hauling and / or shunting services	\$ / minimum fee
<b>Optional 2 Period: January 1, 2022 to December 31, 2023</b>	
Trailer Hauling from origin to destination Rate per mile per trailer	\$ / mile
All-inclusive storage fees per trailer per day	\$ / all inclusive
Minimum charge for hauling and / or shunting services	\$ / minimum fee
<b>Optional 3 Period: January 1, 2024 to December 31, 2025</b>	
Trailer Hauling from origin to destination Rate per mile per trailer	\$ / mile
All-inclusive storage fees per trailer per day	\$ / all inclusive
Minimum charge for hauling and / or shunting services	\$ / minimum fee
<b>Optional 4 Period: January 1, 2026 to December 31, 2027</b>	
Trailer Hauling from origin to destination Rate per mile per trailer	\$ / mile
All-inclusive storage fees per trailer per day	\$ / all inclusive
Minimum charge for hauling and / or shunting services	\$ / minimum fee

**Note:** The rate per mile indicated here is a charge for transportation only and does not apply to dead miles.

<b>Level of services</b>	<b>Firm, All-inclusive Per Diem Rate</b>
Training Session for the Statistics Canada Advance Arrangements team  Rate for 1-day (7.5 hours) training session with one driver and 1 tractor in Ottawa	\$ _____

### **Fuel Surcharge**

The baseline fuel price is set to \$96.60 per liter of diesel; the Canadian simple average for January 2017 to September 2017, as supported by the transportation fuel price reported by Kent Group Limited/MJ Erwin & Associates price indicator found at <http://kentreports.com/wpps.aspx>. For every \$0.05 increase (or increment thereof) in the average monthly price of fuel, (see MJ Erwin & Associates price indicator) the Offeror will implement a 1% 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. Where there is a variance in the Contactor's surcharge claim and the per liter cost reported by Kent Group Limited/MJ Erwin & Associates price indicator, the lower shall prevail.

### **Fuel Service**

Diesel fuel for the trailers will be reimbursed, with no allowance for profit, at price per liter.

### **Trailer repairs**

If a trailer fails while in the hauler's possession, the hauler must obtain an estimate of the cost to make the necessary repairs to the mechanical, safety systems or tires to complete the haul. If the estimated repair costs are less than **\$5,000.00** (before taxes), the hauler may authorize the necessary repairs immediately. The hauler account manager must notify the Statistics Canada Logistic Manager of the repairs completed. If the estimated repair costs exceed **\$5,000.01** (before taxes), the hauler account manager must contact STATCAN in order to get an approval before any repair can be performed. Upon presentation of receipts, repair costs will be reimbursed. In addition, reasonable and proper accommodation and meal expenses incurred by the drivers will be reimbursed, at cost, without any allowance for overhead or profit, in accordance with the Treasury Board (TBS) Travel Directive found at:

<http://www.njccnm.gc.ca/directive/index.php?sid=98&lang=eng>

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**ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS**

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only); and
- Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX D - INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

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

- I. 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 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

- 3. 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.

### **Automobile Liability Insurance**

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

### **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 \$750,000.00 per shipment. Government Property must be insured on "*Replacement Cost (new) basis*."
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
  - a. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - b. Loss Payee: Canada as its interest appears or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Statistics Canada and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.



**ANNEX E – USAGE REPORT**

<b><u>PERIODIC USAGE REPORT - Q1</u></b>					
Call Up #	Date Issued	Total Estimated Cost	Total Cost Incurred GST/QST Extra	Total Cost Invoiced GST/QST Extra	Total Amount Paid, GST/QST Included
<b><u>PERIODIC USAGE REPORT - Q2</u></b>					
Call Up #	Date Issued	Total Estimated Cost	Total Cost Incurred GST/QST Extra	Total Cost Invoiced GST/QST Extra	Total Amount Paid, GST/QST Included
<b><u>PERIODIC USAGE REPORT - Q3</u></b>					
Call Up #	Date Issued	Total Estimated Cost	Total Cost Incurred GST/QST Extra	Total Cost Invoiced GST/QST Extra	Total Amount Paid, GST/QST Included
<b><u>PERIODIC USAGE REPORT - Q4</u></b>					
Call Up #	Date Issued	Total Estimated Cost	Total Cost Incurred GST/QST Extra	Total Cost Invoiced GST/QST Extra	Total Amount Paid, GST/QST Included