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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, Additional Certifications, Sample DND Waybill/Straight Bill of Lading (WSBL), and Sample DND Consolidated Statement / Invoice.

### **1.2 Summary**

The Federal Government of Canada, on behalf of its Departments and Agencies, or Crown Corporation listed in Schedules I, I.1, II and III of the Financial Administration Act, R.S.C. 1985, c. F-11, (hereinafter referred to as the Shippers) is seeking proposals to issue Standing Offer(s) for the provision of courier and freight services for commercial goods by air and/or ground from one city to another in Canada and WORLDWIDE, including locations within Comprehensive Land Claims Settlement Areas.

The scope of freight service excludes transportation of military equipment and materials that need DND specific regulations. The provision of services under this requirement excludes letter mail as defined hereafter.

The scope of these services is detailed in Annex "A" – Scope of Work and is on an "as and when requested" basis. The services will include the intra-city courier services within the National Capital Region (NCR), but do not include the intra-city courier services within other cities.

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The Offeror must provide rates for the areas it is able to provide services, for either Courier, and/or Freight, and/or intra-city courier NCR, in accordance with Annex "B" Basis of Payment.

Based on historical data from 2018 and 2019, business volume is approximately \$44,000,000.00 each year for courier and freight services.

The requirement will be subject to the Canadian Free Trade Agreement (CFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), and the North American Free Trade Agreement (NAFTA).

The delivery of the services may including areas subject to Comprehensive Land Claim Agreements (CLCAs). In such cases, Comprehensive Land Claim Agreements (CLCAs) will apply.

### **1.3 Security Requirement**

The security requirement (if applicable) will only be known at the time of raising call-ups against standing offer.

At the time of raising a call-up document, the Shipper will decide if a security requirement is needed; and if yes, the Shipper will provide a Security Requirement Check List (SRCL) for the Offeror to meet the security requirement specified.

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

### **1.4 Debriefings**

After issuance of a Standing Offer, 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.

### **1.5 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

### **1.6 Key Terms and Abbreviations**

#### **Key Terms**

**Letter Mail** - means Letter Mail as defined by the Canada Post Corporation, Canada Postal Guide (Section C - Chapter 08), or, delivery to Post Office boxes.

According to the Canada Post Corporation Act and Regulations, Canada Post Corporation has the sole and exclusive privilege in Canada of collecting, transmitting and delivering letters to the addressee. This exclusive privilege extends to letters weighing up to 500 g mailed in Canada for delivery within Canada, or mailed outside Canada for delivery within Canada.

**Courier Services** - means the movement of unbundled small items including but not limited to envelopes, parcels, and boxes, usually weighing no more than 30 kilograms.

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**Freight Services** - means the movement of heavier or large items or packages (bundled on skids), usually weighing more than 30 kilograms. For the Department of National Defence (DND) specified lanes, means the movement of any materiel regardless of type of package, size or weight.

**Addressee / Consignee** - means the Federal Government Department or agency or Private Sector receiving the shipment.

**Central Shipper** - means the central location of a Shipper, in a specified building, normally a mailroom or shipping dock.

**Lane** - means a route and is identified by an origin and a destination or area to be serviced.

**Identified User / Shipper** - means the Federal Government Department, Agency or Crown Corporation which will originate the call up against the Standing Offer. Shipper and Identified User are interchangeable throughout the document.

**Worldwide** - includes inbound shipments to Canada, as well as these to locations within Comprehensive Land Claims Settlement Areas, and outbound shipments from Canada, as well as these from locations within Comprehensive Land Claims Settlement Areas. The services will include the intra-city courier service within the National Capital Region (NCR), but do not include intra-city courier services within other cities.

#### **Abbreviations**

**RFSO** - Request for Standing Offer  
**PSPC** - Public Services and Procurement Canada (ministry)  
**DND** - The Department of National Defence  
**FSC** - Fuel Surcharge  
**TL** - Truckload  
**LTL** - Less-than Truckload  
**TMS** - Transportation Management System

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## 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 issued by Public Services and Procurement Canada (PSPC). The Manual is available on the PSPC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/>

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** (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers- Goods and Services Competitive Requirements is amended as follows:

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

### 2.2 Submission of Offers

Offers must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

### 2.3 Former Public Servant

Please refer to Annex "C", Additional Certifications

### 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority **no later than ten (10) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated,

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and the enquiry can be answered with copies 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, Canada.

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.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (one hard copy and one soft copy on USB key)

Section II: Financial Offer (one hard copy and one soft copy on USB key)

Section III: Certifications (one hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.
- Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers;
- (c) include the certifications as a separate section of the offer.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

### 3.2 Section I: Technical Offer

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Offerors must complete their technical offer in Attachment 1 to Part 3 - Technical Offer

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

Rate templates are in Attachment 2 to Part 3 – Rate Templates. Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Annex "B".

#### **3.3.1 Payment by Credit Card**

Canada requests that the Offeror complete one of the following:

- (a)  Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b)  Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

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

In Section III of their offers, offerors should provide the certifications required under Part 5 and, as applicable, any associated additional information - Attachment 3 to Part 3, Certifications and Additional Information.

- a) Offerors must complete their Certifications by using the PDF fillable form in Attachment 3 to Part 3, Certifications and Additional Information
- b) Offerors should complete the interactive form electronically before printing the document for submission. Offerors should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form must be signed.

### **3.5 Environmental Performance Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired.

Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

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In accordance with this initiative, Offerors are asked to provide with their offers, but may be submitted afterwards, information regarding their use of environmentally friendly/"green" practices in their service delivery. **This information will not be used in the evaluation, but is for information purposes only.**

Please refer to Attachment 4 to Part 3 - Environment Performance Considerations, and complete the table.

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## **ATTACHMENT 1 TO PART 3 TECHNICAL OFFER**

See attached PDF Form - Attachment 1 to Part 3 - Technical Offer.pdf

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## **ATTACHMENT 2 TO PART 3 RATE TEMPLATES**

See attached Excel™ Workbook - Attachment 2 to Part 3 – Rate Templates.xls

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**ATTACHMENT 3 to PART 3  
CERTIFICATIONS AND ADDITIONAL INFORMATION**

See attached PDF fillable Form - Attachment 3 to Part 3 – Certifications and Additional Information.pdf

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**ATTACHMENT 4 to PART 3  
ENVIRONMENT PERFORMANCE CONSIDERATIONS**

See attached PDF Form - Attachment 4 to Part 3 – Environment Performance Considerations.pdf

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## **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.

### **4.2 Technical Evaluation**

#### **4.2.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 3 - Technical Offer.

### **4.3 Financial Evaluation**

In order to confirm an Offeror's financial capability to perform the subject requirement, the Standing Offer Authority reserves the right to have access, during the offer evaluation phase, to the Offeror's financial information. If requested, the financial information to be provided will include, but not be limited to, the Offeror's most recent audited financial statements or financial statements certified by the Offeror's chief financial officer.

Should the Offeror provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the Access to Information Act.

In the event that an offer is found to be non-compliant on the basis that the Offeror is considered NOT to be financially capable of performing the subject requirement, official notification will be provided to the Offeror.

#### **4.3.1 Mandatory Financial Criteria**

##### **4.3.1.1 Rates to all Identified Users**

The Offeror must provide rates for the areas it is able to provide services for in accordance with Annex "B" Basis of Payment.

##### **4.3.1.2 Rates to DND specified lanes**

To provide rates to DND specified lanes, the Offeror must also provide rates to all other Identified Users.

The Offeror who wants to provide services to DND specified lanes must submit rates using DND templates in Attachment 2 to Part 3 – Rate Templates.

### **4.4 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory criteria, to be declared responsive. All responsive offers will be recommended for issuance of a Standing Offer.

The lowest evaluated price will not be used as a basis for recommendation for issuance of a Standing Offer, but may impact on the later choice of Offerors by Shippers for resulting call-ups pursuant to section 6A.8, Call-up Procedures.

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## 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.

#### 5.1.2 Requirements for the Set-Aside Program for Aboriginal Business

Annex 9.4 of the *Supply Manual* details the [Requirements for the Set-Aside Program for Aboriginal Business](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4). See <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>.

Aboriginal Offerors meeting the [Requirements for the Set-Aside Program for Aboriginal Business](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4) outlined in Annex 9.4 will be identified in the National Master Standing Offer, thus providing a complete picture of the status of Service Providers vis-à-vis the availability of service from Aboriginal businesses. Awareness of this may help Identified Users stimulate job creation and economic growth for Aboriginal communities.

If the Offeror wishes to be identified as an Aboriginal Business that meets the [Requirements for the Set-Aside Program for Aboriginal Business](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4), it must:

- a. review the requirements described in the above-mentioned annex; and
- b. complete the Annex "E", Certificate of Aboriginal Business Status

Since the proposed National Master Standing Offer is an unfunded requirement, it is not part of a specific set-aside plan. This initiative is done on a voluntary basis only.

### 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

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In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 Additional Certifications Precedent to Issuance of a Standing Offer**

The Annex "E" - Additional Certifications and in Attachment 3 to Part 3 – Certifications and Additional Information should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6A.1 Offer**

The Offeror offers to perform the Work in accordance with Annex "A", Statement of Work.

#### **6A.2 Security Requirement**

If the Offeror does not wish to offer a service to transport classified materiel, there is no security requirement associated with the requirement.

If the Offeror wishes to offer a service to transport classified material, there is a security requirement associated with this requirement and no security fee is to be invoiced.

At the time of raising a call-up document, the Shipper will decide if a security requirement is needed; and if it is, the Shipper will provide a Security Requirement Check List (SRCL) for the Offeror to meet the security requirement specified.

Offerors wishing to be sponsored for security clearance through PSPC, Canadian Industrial Security Directorate (CISD) must contact the Standing Offer Authority specified in this document.

#### **6A.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.

##### **6A.3.1 General Conditions**

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

##### **6A.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of services to the Federal Government under contracts resulting from the Standing Offer. The data must be submitted through electronic reports on a "quarterly basis" to the Canada Standing Offer Authority.

Quarterly periods are defined as follows:

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

Electronic reports must be completed and forwarded to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the "quarterly period".

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer.

Quarterly usage reports will be accepted in Excel format.

The reports must contain the following information:

- 1) Identified User (name of the contact, address, phone number & Department/Agency/Crown Corporation)
- 2) Origin (province, city, postal code)
- 3) Destination (province, city, postal code)
- 4) Total number of shipments
- 5) Total weight of the shipments within the period
- 6) A sub-total by Department/Agency/Crown Corporation within the period
- 7) Total shipping cost within the period that includes transportation charge, any applicable ancillary charges, and fuel surcharge but excludes taxes.

Please use the following tables as templates for report.

<b>from April 1, 2016 to June 30, 2016</b>					
1	2	3	4	6	7
Identified User / Shippers	Origin	Destination	Shipments	Total Weight (lb or kg)	Sub Total Cost (Can\$) excluding taxes
Department of Justice (insert address) John Smith (613-232-6573)	NCR ON (K1A 0S3)	Toronto ON (G3D 5F9)	10	60 lb	450.65
	Gatineau QC (Q3C 5V3)	Kingston ON (G4B J7M)	15	60 lb	1,000
Sub total for this period			25	120lb	1,450.65
Public Service Commission (insert address) Nancy Claun (613-532-8786)	Montreal QC (H5X S8M)	Ottawa ON (K1S 6B7)	10	50 lb	500.5
	Quebec City QC (Q6C 7B3)	Ottawa ON (K1B 0F5)	5	100 lb	1,000
Sub total for this period			15	150 lbs	1,500.5

### 6A.3.3 Total Shipping Cost for Remittance Fee Calculation

In the quarterly usage report, the following number must be clearly indicated without error:

Total shipping cost within the period that

includes :

- transportation charge;
- any applicable accessorial charges;
- any applicable fuel surcharge.

does not include :

- any taxes like GST or HST.

Please use the following table as a template to report total shipping cost for the remittance fee calculation.

<b>Total cost of the shipments within the period from _____ to _____, that includes transportation charge, any applicable ancillary charges, and fuel surcharge but excludes taxes.</b>	
Courier service shipment total	
Freight service shipment total	
Total cost for all services	
1.5% of the total cost for this period	

#### **6A.3.4 Quarterly Remittance Fee**

Within sixty (60) calendar days after receiving invoices from PWGSC, Standing Offer holders are requested to remit to Canada a Fixed Percentage Remittance (FPR) of 1.5% of the Standing Offer holders' total revenue associated with shipments made under this Standing Offer on a quarterly basis, by cheque made payable to the Receiver General for Canada. The total revenue indicated above, shall include all shipments made on behalf of DND under the Standing Offer. The resulting amount will represent the quarterly remittance fee.

If there is any change in billing address during the standing offer period, the Offerer must inform the Standing Offer Authority in writing within five (5) business days.

The total revenue used to calculate the quarterly remittance fee must include the transportation charge, ancillary charges, fuel surcharge, and does not include all applicable taxes. The quarterly remittance fee (cheque) shall be delivered to the Standing Offer Authority specified herein. The quarters used to calculate the quarterly remittance fees are to coincide with the quarters used for reporting.

#### **Account and Audit**

The Standing Offer holder will keep proper accounts and records of the shipments made under the Standing Offer and fixed remittance fee made by the Standing Offer holder in connection therewith, and will keep all transactions, call-ups, invoices, payments relating thereto. The Standing Offer holder will not, without the prior written consent of Canada, dispose of any such accounts and records, until the expiration of six (6) years after final payment under this Standing Offer, or until the settlement of all outstanding claims and disputes, whichever is later.

All such accounts and records as well as any transactions, call-ups, invoices, payments will at all times during the retention period referred to in sub-article 1 above be open to audit, inspection and examination by the authorized representatives of Canada, who may make copies and take extracts thereof. The Standing Offer holders will furnish all such information as the representatives of Canada may from time to time require with respect to such accounts, records, transactions, call-ups, invoices and payments.

## **6A.4. Term of Standing Offer**

### **6A.4.1 Period of Standing Offer**

Any resulting Standing Offer will be valid for a period of one year, and will be renewed automatically unless withdrawn by the Offeror or revised in accordance with the terms and conditions of the Standing Offer.

The period for raising call-ups against the standing offer starts from April 1, 2020.

## **6A.5 Authorities**

### **6A.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Kevin Jiang  
Title: Supply Specialist  
Charter and Transportation Services Division (LS)  
Traffic Management Directorate  
Public Services and Procurement Canada  
Acquisitions Branch  
Telephone: 343-550-1630  
Facsimile: 613-943-7970  
E-mail address: Kevin.jiang@tpsgc-pwgsc.gc.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 (Shipper).

### **6A.5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the Federal Government Department, Agency or Crown Corporation for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **6A.5.3 DND Liaison Officer**

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Client Ref. No. - N° de réf. du client  
EN578-201168

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Is102EN578-201168

Buyer ID - Id de l'acheteur  
Is102  
CCC No./N° CCC - FMS No./N° VME

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DND Liaison Officer is:

Name: Brigitte Flowers  
National Commercial Carrier Liaison Officer  
Canadian Materiel Support Group  
Department of National Defence/Government of Canada  
Ottawa, Canada K1A 0K2  
Telephone: 613-971-6084  
E-mail: DND.NCCLO-OLTCN.MND@forces.gc.ca

DND Liaison Officer is responsible for answering questions regarding DND requirements.

#### 6A.5.4 Offeror's Contacts

The Offeror must provide a single name of contact authorized to receive requests from Identified Users on its behalf for the following services:

- General information request, and
- Delivery follow-up.

The Offeror must provide three different names of contact, at different level, authorized to receive requests from PWGSC on its behalf for the following services:

- submitting quarterly reports, and
- submitting quarterly remittance fee.

During the Standing Offer period, if any of the Offeror's contacts changes, the Offeror must inform the Standing Offer Authority in writing within ten (10) working days.

Names and contact information are as follows:

##### General Information Request

Name: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

##### Delivery Follow-up

Name: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

##### Invoicing Representative

Name: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

##### Submitting Quarterly Report

Name 1: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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File No. - N° du dossier  
Is102EN578-201168

Buyer ID - Id de l'acheteur  
Is102  
CCC No./N° CCC - FMS No./N° VME

(Name 2 must be a supervisor of Name 1)  
Name 2: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

(Name 3 must be a supervisor of Name 2)  
Name 3: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Submitting Quarterly Remittance Fee**

Name 1: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

(Name 2 must be a supervisor of Name 1)  
Name 2: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

(Name 3 must be a supervisor of Name 2)  
Name 3: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Facsimile number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**6A.6 Identified Users (Shippers)**

The Identified Users (Shippers) authorized to make call-ups against the Standing Offer include any Federal Government Department, Agency or Crown Corporation listed in Schedules I, I.1, II and III of the Financial Administration Act, R.S.C. 1985, c. F-11.

**6A.7 On-going Opportunity for Qualification and Rate Adjustment**

**6A.7.1** A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new Offerors to become qualified. Existing offerors, who have been issued a standing offer, will not be required to submit a new offer.

**6A.7.2** Proposed rates must remain firm for one year. At annual refreshment, if existing offerors wish to adjust (including change, delete or add) rates in their standing offers, proposed adjustments must be submitted according to the instructions specified in Part 2 and Part 3 of RFSO. If no adjustment is made during annual refreshment, existing rates will remain effective in the following year.

**6A.7.3 Changes/Additions to the Terms and Conditions**

Any changes/additions to RFSO Terms and Conditions will be included in the RFSO posted once a year on the the Government Electronic Tendering Service (GETS).

Should an standing offer holder disagree with any changes/additions to the RFSO Terms and Conditions, the standing offer holder has the option of withdrawing its Standing Offer in accordance with the

provisions of "06 Withdrawal", as set out in SACC Manual clause 2005 (2017-06-21) General Conditions - Standing Offers - Goods and Services;

Should the Offeror not advise the Standing Offer Authority of the proposed withdrawal, all changes/additions to RFSO Terms and Conditions will be deemed as parts of the new version of the SO.

#### **6A.8 Call-up Procedures**

The Identified Users (Shippers) should select an Offeror with the lowest total cost of delivery which meets their specific needs on a per shipment or an aggregate portfolio of shipments basis.

To ship small arms, ammunitions, explosives, and dangerous goods, the Offerors must meet special requirements and be registered with special programs. For details, please refer to Annex "A", Statement of Work, article 3, Special Regulations.

#### **6A.9 Call-up Instrument**

All call-up instruments must include Standing Offer number. Use one of the following two call-up instruments depending on the Identified User.

**6A.9.1** For services to all Identified Users except DND, call-up Instrument must be Carrier's Waybill; either Paper waybills or Offerors' system generated waybill.

**6A.9.2** For services to DND, call-up Instrument must be DND Waybill/Straight Bill of Lading (WSBL). Please refer to Annex "D", Sample DND Waybill/Straight Bill of Lading (WSBL).

#### **6A.10 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Goods and Services Tax or Harmonized Sales Tax included, if applicable).

The maximum period of a call-up is one year.

Only for exceptional circumstances will an increase in the above limits be approved by the PWGSC Standing Offer authority. Additional limits and/or conditions may be added.

Export and import international shipments are zero-rated and no taxes are applicable.

#### **6A.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 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 and Services;
- d) General Conditions - Services 2035 (2018-06-21)
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Attachment 3 to Part 3 - Certifications and Additional Information;
- h) Annex "C", Additional Certifications
- i) the Offeror's offer \_\_\_\_\_, (insert date of Offer), as mended \_\_\_\_\_ (insert

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date of amendment(s), if applicable)

## **6A.12 Certifications**

### **6A.12.1 Compliance**

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

### **6A.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 \_\_\_\_\_, Canada.

### **6A.14 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

### **6A.15 Financial Capability**

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

### **6A.16 Accessibility of Rates by Identified Users**

The Offeror acknowledges that its Standing Offer rates will be included into a Transportation Management System (TMS) which is managed by a third party contractor. TMS provides easy accessibility for Identified Users, to Standing Offer Courier and Freight rates, allowing for visibility of services offered and rates comparison. The TMS will also provide the capability for Shippers to execute shipments using carrier's waybills and place an order directly from the TMS to the carrier's website (if web services is offered by the carrier). The Offeror agrees to work cooperatively with PWGSC and the TMS service provider to maximize the content of its rates into the TMS.

The National Movements Distribution System (NMDS) will be the tool for DND traffic and transportation sections and their corresponding sub-sections that handle the coordination of operational and supply chain movement requirements. This system enables shippers, hereinafter referred to as Transportation Agents (TA's), to select the best value carrier based on cost and the required timelines. The NMDS will generate a DND WSBL as a call-up document against resulting NMSO. Rates are calculated according to "To" and "From" Forward Sorting Areas (FSA's) and/or zip codes. Where the FSA applies to a large geographical area, DND has identified the specific "ship to" location within that area.

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## **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 and Annex "A" attached hereto.

### **6B.1 Statement of Work**

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

### **6B.2 Standard Clauses and Conditions**

#### **6B.2.1 General Conditions**

**2035** (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts, of **2035** (2018-06-21) will not apply to payments made by credit cards.

#### **6B.2.2 Liability**

This section applies despite any other provision of the Contract and replaces the section of the General Conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

##### **6B.2.2.1 Limitation of Contractor's Liability for Damages to Canada**

Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to the value of the delivery services and the value of the goods as per section 6B.2.3 below. This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

##### **6B.2.2.2 Unlimited Third-Party Liability**

Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liabilities, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

##### **6B.2.3 Value of the Goods**

Offerors must complete item i) below prior to issuance of a Standing Offer:

i) If no declared value is stated on the call-up document, the Contractor's standard liability is:  
\$ \_\_\_\_\_ per \_\_\_\_\_ (unit of weight) to a maximum of \$ \_\_\_\_\_ .

ii) If a declared value is stated on the call-up document, Contractor's standard liability is:  
The charge is \$ \_\_\_\_\_ per \_\_\_\_\_ (unit of weight) to a maximum of \$ \_\_\_\_\_ .

or

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The charge is \_\_\_\_\_ % of value to a maximum of \$ \_\_\_\_\_ with a minimum charge of \$ \_\_\_\_\_.

### **6B.3 Period of the contract**

The Work must be completed in accordance with the call-up against the Standing Offer. The maximum period of a call-up is one year.

### **6B.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.

### **6B.5 Payment**

#### **6B.5.1 Basis of Payment**

Proposed rates, including base rates and ancillary charges, must remain firm for one year. For rate adjustment, please refer to section 6A.7, On-going Opportunity for Qualification and Rate Adjustment.

Unless specifically provided elsewhere in the Standing Offer, it is understood that all costs related to the pickup and handling of the shipments and their delivery as specified, as well as all costs related to tracing, documentation, billing, reporting, remittance fee, and the administration of the service(s) provided are included in the rates set out in the Basis of Payment.

In consideration of the SO Holder satisfactorily completing all its obligations under the Standing Offer, the SO Holder will be paid in accordance with the rates contained in Annex "B", Basis of Payments. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra if applicable.

Please refer to Annex "B" - Basis of Payment for more detailed instructions and information on accessorial service and fuel surcharge.

#### **6B.5.2 Method of Payment**

Payment is upon delivery and acceptance. Please refer to General Conditions - Higher Complexity - Service 2035 (2018-06-21), section 16 "Payment Period".

#### **6B.5.3 Payment by Credit Card**

The following credit cards are accepted: \_\_\_\_\_.

#### **6B.5.4 Limitation of Price**

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

### **6B.6 Invoicing Instructions**

The SO Holder must submit its invoices in accordance with the information required in Section 12, Invoice Submission, of the 2035 General Conditions - Higher Complexity - Services.

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Is102  
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The Standing Offer number must be shown on each invoice. The Offeror's account numbers cannot be used to substitute for standing offer numbers. It is the Offeror's responsibility to ensure this is done correctly at the time of opening an account for Identified User.

#### Volume Weight

If the Offeror provides volume weight (density) in its offer, on the invoice the Offeror must specify the charge is based on actual weight or on volume weight.

#### Accessorial Charges

If accessorial charges apply, Contractors are requested to list them as separate line items on invoices and shall use the exact terms of service items as per the Accessorial Charge Table applicable to this Standing Offer (i.e. as proposed by the Offeror and attached to this Standing Offer). If the Offeror uses terms different from the table, Canada reserves the right not to pay these extra charges.

#### Fuel Surcharge

The fuel surcharge percentage rate (%) is to apply to the date the service was provided, and must be indicated on the invoice as well as the dollar value of the fuel surcharge as a separate line item.

### **6B.6.1 Invoicing Instructions when Using Carrier's Waybill as the Call-up Instrument**

The SO Holders are requested to forward their invoices directly to the Identified Users (Shippers).

### **6B.6.2 Invoicing Instructions when Using DND WSBL as the Call-up Instrument**

Normally, invoices are processed through DND Verification and Payment Office. Invoicing address will be provided in Block 9 of the WSBL when invoice process will not be through the verification and payment cell.

The WSBL number must be annotated on all carrier invoices/statements.

The format of a typical WSBL number is as follows:

Example: 1B 07 12345  
1B: the Transport Agent (TA) code;  
07: the year; and  
12345: the sequence number.

The documentation required to process a payment is a consolidated statement. A sample Consolidated Statement / Invoice is provided in Annex "D" for reference. The consolidated statement is to be submitted electronically via e-mail to: [verificationandpayment@forces.gc.ca](mailto:verificationandpayment@forces.gc.ca).

Statements can also be mailed, however the preferred method is via e-mail.

Mailing address for statement is as follows:

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
ATTN: CMSG/J4 TN  
Verification and Payment

Questions related to the payment procedures can be directed to the verification and payment section at [verificationandpayment@forces.gc.ca](mailto:verificationandpayment@forces.gc.ca).

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## **6B.7 Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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**ANNEX "A"**  
**STATEMENT OF WORK**

**1. Requirement**

The Federal Government of Canada, on behalf of its Departments and Agencies, or Crown Corporation listed in Schedules I, I.1, II and III of the Financial Administration Act, R.S.C. 1985, c. F-11, (hereinafter referred to as the Shippers) is seeking proposals to issue Standing Offer(s) for the provision of courier and freight services for commercial goods by air and/or ground from one city to another in Canada and WORLDWIDE, including locations within Comprehensive Land Claims Settlement Areas.

The scope of freight service excludes transportation of military equipment and materials that need DND specific regulations. The provision of services under this requirement excludes letter mail.

The scope of these services is on an "as and when requested" basis. The services will include the intra-city courier services within the National Capital Region (NCR), but not include the intra-city courier services within other cities.

**The services offered by the Offeror shall include, but not be limited to, the following:**

- 1.1 Upon request of the Identified User, the Offeror is required to provide the services associated with the base rates in accordance with the standing offer.
- 1.2 Driver/vehicle to provide distribution services for the pickup and delivery of material to service points that will be specified in the call-ups;
  - 1.2.1 The Offeror is required to load and/or unload vehicle for the pickup and delivery subject to the conditions associated with the specifics of the rates provided;
  - 1.2.2 Vehicle is to be maintained in good working order;
  - 1.2.3 Vehicle used must have:
    - a restricted lock and key system;
    - be locked when the driver is not in the vehicle;
    - not have unauthorized passengers;
  - 1.2.4 Offeror must have a backup vehicle and backup driver in case of emergencies;
- 1.3 Driver must carry a personal identification card and present the card when asked to do so by any person at pickup and/or delivery site;
- 1.4 The Offeror shall provide control and security for items in transit;
- 1.5 The Offeror shall be responsible for the safety of persons while in departmental premises and shall be responsible for the security of departmental property while in its possession;
- 1.6 The Offeror shall be responsible for gas, oil, insurance, parking charges and/or parking tickets and all other costs related to this service;
- 1.7 No limit is to be placed on the number of separate items to be carried at any one time other than it is not to exceed the normal carrying capacity of the vehicle in question;
- 1.8 Upon request, the driver shall sign and/or obtain legible signatures for pickups and deliveries. If a signature is not legible, the drivers will ask for and print the recipient's name on the delivery slip;

- 1.9 The Offeror must be in compliance with all Federal, Provincial and Municipal regulations governing transportation services as defined in this RFSO.
- 1.10 Driver must advise the Identified Users when a delivery cannot be made and also must advise the Identified Users of any delays in the delivery schedule.
- 1.11 The Offeror will notify the Shipper immediately of any problems with drivers and/or vehicles or any other issue in relation to the services requested under the contract;
- 1.12 The Offeror shall be responsible for any costs incurred by Canada for delivery made by a 3rd party related to call-ups issued to the Offeror.
- 1.13 The Offeror will have the entire responsibility for providing the technical support and training to Shippers who use the Offeror's software system.
- 1.14 Most requests for services will occur during normal working hours - from 7:00 to 17:00 hours, Monday to Friday. However, it is requested the Offeror make provisions for service requests, before and after the normal working hours, on weekends and statutory holidays on an "as and when requested" basis. Additional cost may apply for such service requests and are to be included in the Ancillary Charge Table (see Annex B - Basis of Payment).

**NOTE:**

The Ontario Family Day in February is not a statutory holiday for the Government of Canada and is to be considered a normal working day from 7:00 a.m. to 5:00 p.m.

**2. Process for Locating Missing Shipments**

The Offeror must have a process of locating missing or lost shipments.

**3. Special Regulations**

To transport following goods at call-up stage, the Offerors must be registered with the following Programs and meet following requirements.

- 3.1 To transport Small Arms and small arm component, Offerors must be registered with the Firearms Program of Royal Canadian Mounted Police (RCMP). Information can be found on the RCMP web site [www.rcmp-grc.gc.ca/cfp-pcaf/index-eng.htm](http://www.rcmp-grc.gc.ca/cfp-pcaf/index-eng.htm)
- 3.2 To transport dangerous goods, Offerors must meet all requirements of Transport Canada (TC) Transportation of Dangerous Goods (TDG) Act and publications. Information can be found on TC web site <https://www.tc.gc.ca/eng/tdg/act-menu-130.htm>
- 3.3 To transport restricted/prohibited ammunitions and explosives, carriers must be registered with RCMP Firearms Program and meet all the requirement of Explosives Act. Information can be found on the RCMP web site [www.rcmp-grc.gc.ca/cfp-pcaf/index-eng.htm](http://www.rcmp-grc.gc.ca/cfp-pcaf/index-eng.htm)

**4. Classified Material**

To transport classified material, Offerors must hold appropriate security clearance level issued by Canadian Industrial Security Directorate (CISD). Details will be provided by the Identified User at call-up stage.

**5. Offerors' Terms and Conditions**

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File No. - N° du dossier  
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Is102  
CCC No./N° CCC - FMS No./N° VME

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Offerors' Terms and Conditions other than those requested will not form part of the Standing Offer.

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## ANNEX "B"

### BASIS OF PAYMENT

In consideration of the Offeror satisfactorily completing all its obligations under the Standing Offer, the Offeror will be paid in accordance with the rates contained in Annex "B", Basis of Payments. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra if applicable.

#### 1. Base Rates

- Offerors must provide base rates excluding taxes.
- Export and import international shipments are zero-rated and no taxes are applicable.
- If the Offeror interlines with other carriers, the Offeror must invoice the through rate.
- All base rates for domestic are to be quoted in Canadian dollars only.
- For international / worldwide shipments, if shipments originate in Canada the base rates must be in Canadian dollars; if shipments are inbound to Canada the base rates can be in Canadian or United States dollar but must be clearly identified in the submission, if not identified, the rates are considered in Canadian dollar.
- All base rates apply in one direction only.
- Conditions of base rates  
Any conditions the base rates are based on must be specified with the base rates. These conditions may be, but are not limited to, such as maximum dimension, volume weight (density) restriction, service level, pick-up and delivery cut-off time, estimated delivery time, loading and unloading requirement, pick-up and delivery location, vehicle and transportation mode, man power and equipment.

These conditions may only be modified when base rates are modified at annual refreshment. Please ensure to refer to relevant information in section 6B.5.4, Limitation of Price.

#### 2. Sample Rate Templates for all Identified Users

There are following three (3) rate templates contained in Attachment 2 to Part 3 – Rate Templates, in Excel Format, available from [buyandsell.gc.ca](http://buyandsell.gc.ca) web:

- one for courier worldwide,
- one for freight worldwide, and
- one for intra-city courier within NCR

Using the sample templates to submit rates is not mandatory. Offerors may and are encouraged to use their own templates to ensure all service areas and levels of service are included in the rates submitted.

#### 3. Freight Services Rates for DND Specified Lanes

To provide rates to DND specified lanes, it is Mandatory that Offerors use the DND templates contained in Attachment 2 to Part 3 – Rate Templates, in Excel Format, available from [buyandsell.gc.ca](http://buyandsell.gc.ca) web

#### 4. Fuel Surcharge (FSC)

If Offerors will charge fuel surcharge, it must provide fuel surcharge methodology prior to issuance of a standing offer.

The methodology of fuel surcharge is \_\_\_\_\_

The fuel surcharge for services rendered must be in accordance with the methodology submitted in their Standing Offer which has been approved by Canada.

The FSC is to be paid according to the fuel surcharge percentage submitted by the Offerors. Offerors may update the fuel surcharge percentage once a month, at the beginning of each month, if applicable. Any increase has to be substantiated by price support through the Standing Offer Authority, upon request.

The FSC will not apply for deliveries on bikes, foot or electric vehicles. The FSC percentage is applicable on the actual rate charge only and not on any ancillary charges or taxes.

FSC percentage rate (%) is to apply to the date the service was provided, and must be indicated on the invoice as well as the dollar value of the fuel surcharge as a separate line item.

## 5. Accessorial Service

5.1 If the Offeror will charge accessorial charges in addition to its base rates, the Offeror must provide accessorial charges excluding taxes.

5.2 Accessorial items in the Accessorial Charge Tables must be clearly described and defined to avoid confusion. For example, for an item named "Special Pick Up or Delivery", the Offeror must explain the circumstances surrounding this item.

If there are items that cause confusion to the Identified User, Public Services and Procurement Canada (PSPC) reserves the right to request explanations. If the Offeror does not provide explanations to the accessorial items as requested, these accessorial items will not be considered in the standing offer.

5.3 If accessorial charges apply, Offerors are requested to list them as separate line items on invoices and shall use the exact terms of service items as per the items in the Accessorial Table applicable to this Standing Offer. If Offerors use terms different from the service Item names in the table, Canada reserves the right not to pay these extra charges.

5.4 To provide accessorial charges to all department users except for DND, please refer to Annex "B1", Rate Format Instruction for All Identified Users. To provide accessorial charges to DND, please refer to Annex "B2", Rate Format Instructions for DND Specified Lanes.

## 6. Dimensions

Maximum dimensions per piece (Girth)  
Specify \_\_\_\_\_

## 7. Volume Weight (Density)

If they do not need it, the Offerors do not have to provide Volume Weight (Density).

If an Offeror provides volume weight (density) in its offer, it must remain firm for the initial period. At the time of exercising options, volume weight may be changed.

Volume weight (density) restriction must also be specified clearly. For more details on conditions associated with rates, please refer to article 1. Base Rates of Annex "B" Basis of Payment

If the Offeror provides volume weight (density) in its offer, on the invoice the Offeror must specify the charge is based on actual weight or on volume weight (density).

Also, when the Offeror provides a quote using volume weight (density), the Offeror must specify volume weight (density) to Identified User.

If the Offeror does not provide volume weight (density) in its offer, during the standing offer period, the Offeror cannot charge based on volume weight.

The following are the methods by which a volume/cubic weight of a shipment is established.

**Method 1**

The volume/cubic weight of each shipment is determined in the following manner:

\_\_\_\_\_ per \_\_\_\_\_  
 (e.g. 10 lbs per cubic foot, or 1 kg per cubic centimeter, etc.)

**Method 2**

The volume/cubic weight of each shipment is determined by the following method:

Cubic volume per unit weight: \_\_\_\_\_

For example:  
 166 cubic inches per pound, or  
 6,000 cubic centimeters per kilogram

**8. Service Type and Areas Covered Table**

It is recommended that the following table be completed as part of the rate submissions as outlined in the Basis of Payment. Please check off the appropriate sections:

	<b>Type of Service</b>	<b>Service Areas Covered</b> (Provide specifics where required)
1.	<b>Courier Services</b> _____	<b>Canada</b> <ul style="list-style-type: none"> <li>• Within Canada: _____</li> <li>• Inbound (To Canada): _____</li> <li>• Outbound (From Canada): _____</li> </ul> <b>International – USA</b> <ul style="list-style-type: none"> <li>• Within USA: _____</li> <li>• Inbound (To USA): _____</li> <li>• Outbound (From USA): _____</li> </ul> <b>Worldwide:</b> _____
2.	<b>Freight Services</b> <ul style="list-style-type: none"> <li>• Full Truck Load (FTL) _____</li> <li>• Lest Than Truck Load (LTL) _____</li> </ul>	<b>Canada</b> <ul style="list-style-type: none"> <li>• Within Canada: _____</li> <li>• Inbound (To Canada): _____</li> <li>• Outbound (From Canada): _____</li> </ul> <b>International – USA</b>

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		<ul style="list-style-type: none"><li>• Within USA: _____</li><li>• Inbound (To USA): _____</li><li>• Outbound (From USA): _____</li></ul> <p><b>Worldwide:</b> _____</p>
3.	<b>Intra-City Services</b> _____	<b>National Capital Region:</b> _____

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## ANNEX "B 1"

### Rate Format Instruction for All Identified Users

#### 1. Format Instructions

The following terms and conditions 1) to 3) apply when Offerors provide services to all Identified Users:

- 1) Courier rates should include rates per weight category up to 30 kilograms, equivalent to 66 pounds (lbs), but may also include rates over 30 kilograms.
- 2) Weight breaks apply to the total weight of each shipment.
- 3) Courier rates can be quoted per-lb or per-kg.

#### 2. Accessorial Services

For Accessorial Charge Table, please refer to Attachment 2 to Part 3 – Rate Templates

- The table is a sample only for the Offeror to provide accessorial services to all Identified Users, and may be modified if necessary.
- The table must not be used for the Offeror to provide accessorial services to DND specified lanes. Please refer to Annex "B2" for DND Accessorial Charge Table.

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- The following table is a sample only for the Offeror to provide accessorial services to all Identified Users, and may be modified if necessary.
- This table must not be used for the Offeror to provide accessorial services to DND specified lanes. Please refer to Annex "B2" for DND Accessorial Charge Table.

**Accessorial Charges Table  
 (as an example)**

Accessorial Charges	Percent %
Refrigerated	
Heat	
Navcan Fee	

Accessorial Service Item	Dollars \$ (either flat or per lb, not both.)	
	flat	per lb
Dual Driver		
Dangerous Goods		
Chain of Signature		
Hydraulic Lift Service		
Inside Pick-up or Delivery		
Stop off in Transit		
Residential Pick-up or Delivery		
Diversion / Re-consignment		
Customs Entry Fee		
Re-Delivery		
Return fee		
Appointment for Pick-up or Delivery		
After Hour Delivery or Pick-up		
Weekend Pick-up or Delivery		
Waiting charge		
Air Freight Security Fee		

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## ANNEX "B 2"

### Rate Format Instructions for DND Specified Lanes

#### 1. Format Instructions

The following instructions are provided to Offerors interested in providing rates / tariffs to the Department of National Defence (DND) specified lanes.

Offerors are required to submit several rate calculations in each range (one including a case where the dimension rate applies) to ensure that the rate is entered into the correct National Movement Distribution System rate structure.

The following DND Terms and Conditions 1) to 14) apply when Offerors provide services to DND specified lanes.

- 1) For shipments for DND originating in Canada the rates must be in Canadian dollars, and for shipments for DND that are inbound to Canada the rates can be in Canadian or United States dollars but must be clearly identified in the submission; if not identified, the rates are considered in Canadian dollar.
- 2) Deletion of lanes is not permitted but can be cancelled by service level (ie: ground/air).
- 3) Rate cancellation is allowed but Offerors must provide no less than 60-days written notice and Offerors will become a non-service provider to DND.
- 4) Offerors must provide the FSC index effective 01 April 2020 and Offerors must provide subsequent changes in FSC index as they occur but not more than once a month.
- 5) The FSC is applicable on the actual rate charge only and not on the accessorial charges.
- 6) The FSC is applicable according to the following specifications:
  - a. 10,000 lbs and over: Truckload (TL) rate applies;
  - b. 9,999 lbs and less: Less Than Truckload (LTL) rate applies; and
  - c. air rates as applicable
- 7) Rates are subject to a minimum of 10 lbs per cubic foot.
- 8) Linear footage will apply on shipments of 640 cubic feet or greater at a rate of 1000 lbs per linear foot.
- 9) The preferred weight measure of rate applications is based on imperial standards.
- 10) All levels of dangerous goods charges are to be identified as a single rate surcharge.
- 11) All additional surcharges are to be identified as a supplement to rate.
- 12) Where the weights and cube volume of a shipment have been adjusted, a confirmation of acceptance of change from the original shipper must be forwarded with the statement to affect payment. The word "statement" is synonymous with consolidated invoice.
- 13) Waiting time will not be approved for payment unless prior approval is obtained, and
- 14) Procedures and instructions for completing templates for DND are included in the template files under tariff requirements which must be read for accurate submission of tariffs.

#### 2. Accessorial Services

For DND, customs services are not required for shipments inbound to Canada, nor for Shipments outbound to DND Contractors and DND facilities in the United Kingdom, Scandinavia, Europe and DND operational destinations. Should DND request door-to-door service including customs clearance; costs shall not include duties or taxes for which Canada is exempt.

Due to the Department of National Defence (DND)'s procedures and processes, DND will only pay for the accessorial charges listed in the DND Accessorial Charges Table.

**The DND Accessorial Charges Table of Excel™ Workbook is in Attachment 2 to Part 3 – Rate Templates.**

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## ANNEX "C"

### Additional Certifications

#### 1. Regulations

The Offeror hereby certifies that all Federal, Provincial, Municipal, International and State regulations governing the transportation of material, including dangerous goods and adherence to any dangerous goods regulations, is or will be met and/or obtained before the commencement of any service.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

#### 2. 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.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

### 3. Certificate of Aboriginal Business Status - A3000T (2014-11-27)

For information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual. See <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4>

#### 3.1 The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

#### 3.2 The Bidder must check the applicable box below:

- 
- i.  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 3.3 The Bidder must check the applicable box below:
- i.  The Aboriginal business has fewer than six full-time employees.  
**OR**
  - ii.  The Aboriginal business has six or more full-time employees.
- 3.4 The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- 3.5 By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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**ANNEX "D"**

**Sample DND Waybill/Straight Bill of Lading (WSBL)**

(Please see the attachment)

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**ANNEX "E"**

**Sample DND Consolidated Statement / Invoice**

(Please see the attachment)



ISSUED AND RECEIVED, SUBJECT TO ALL THE TERMS, CONDITIONS AND LIMITATIONS INCORPORATED BY REFERENCE  
ÉMIS ET REÇU, SOUS RÉSERVE DES CLAUSES, CONDITIONS, ET LIMITATIONS CITÉES EN RÉFÉRENCE

PAGE OF  
DE DE

CODING BLOCK FOR 13 - CODES POUR BLOC 13													1. W/SBL NO. - N° FEUILLE DU FECS						
TYPE GENRE	AIR SHIPMENT CONTAINER / RÉCIPIENT AÉRIEN	BALE BALLE	BUND-LE BALLOT	CAR-TON CAISSE	CASE BOÎTE	CONTAI-NER RÉCIPIENT	CRATE CAISSE CLAIRE VOIE	ENVELOPE ENVELOP-PE	PALLET PALET-TE	SEA CONTAINER RÉCIPIENT MARITIME	TRAILER REMORQUE ROULOTTE	TRI-WALL CAISSE CARTON TRIPLE	OTHER AUTRE	TA CODE AT CODE	YEAR ANNÉE	YEAR SEQUENCE NUMBER / ORDRE DE N° DE L'ANNÉE			
CODE	ASC	BAL	BUN	CTN	CSE	CTR	CRT	ENV	PAL	SCT	TRL	T/W	OTH						
DND DND	2. DATE OPENED / DATE D'OUVERTURE (JULIAN - JULIEN)			3. MPC - CPM				4. RDD - DLD (JULIAN - JULIEN)			6. DDR - DRD (JULIAN - JULIEN)			CARRIER CODE / CODE DU TRANSPORTEUR					
	7. FROM / CONSIGNOR - DE / EXPÉDITEUR					7A. UIC / SCA / SN - CIU / CCA / NS			8. TO / CONSIGNEE - À / DESTINATAIRE				8A. UIC / SCA / SN - CIU / CCA / NS						
9. TRANSPORTATION AGENT APPOINTMENT - POSITION DE L'AGENT DE TRANSPORT (SEND INVOICES TO / ENVOYER LES FACTURES À)										9A. TA SIGNATURE - SIGNATURE DU AT			10. PAYMENT - PAIEMENT PREPAID PORT PAYE <input type="checkbox"/> ACCOUNT NO. - N° DE COMPTE COLLECT PORT DO <input type="checkbox"/>				12. COMMON CARRIER SELECTED AND TYPE OF SERVICE TRANSPORTEUR CHOISI ET GENRE DE SERVICE		
11. COMMON CARRIER BILL OF LADING NO. TRANSPORTEUR N° DU CONNAISSEMENT FLIGHT ## DE VOL										CARRIER SIGNATURE SIGNATURE DU TRANSPORTEUR									

SHIPMENT DESCRIPTION - DESCRIPTION D'EXPÉDITION

13. TYPE GENRE CODE	14. TCN / PID NCT / IDP	DTA ATD	DG/ MD	16. DESCRIPTION OF ARTICLES AND SPECIAL MARKINGS / DESCRIPTION DES ARTICLES ET MARQUAGES PARTICULIERS	16. WEIGHT POIDS		17. CUBE VOLUME			
					LBS	KG	CU FT/PI CU	M3		
TOTAL PIECES				CONSIGNOR'S 24HR EMERGENCY PHONE: / NUMERO D'URGENCE 24 HRS DE L'EXPÉDITEUR:		TOTAL		TOTAL		
18. CUSTOMS INFORMATION / RENSEIGNEMENTS DOUANIERS WSBL DISPATCH DATE				19. CUSTOMS DOCUMENTS ATTACHED / DOCUMENTS DOUANES ATTACHES TOTAL NUMBER / NOMBRE TOTAL		20. TOTAL CHARGES - FRAIS TOTAUX		21. DANGEROUS GOODS / MARCHANDISES DANGEREUSES		
22. SPECIAL INSTRUCTIONS (CAR / TRL / SERIAL NO. / AUTHORITY IF REQUIRED) / INSTRUCTIONS SPÉCIALES (WAGON / REMORQUE / N° DE SÉRIE / AUTORITE SI REQUIS)										
24. TN LEG NO. / ÉTAPE DE TRANSPORT	24A. CARRIER / MODE / ROUTING / TRANSPORTEUR / MODE / ACHEMINEMENT	24B. ROUTING / REVISION REMARKS / ACHEMINEMENT / RÉVISION / REMARQUES		24C. DELIVER TO UNIT - LOCATION / LIVRAISON À L'UNITÉ - ENDROIT	24D. DISPATCH - EXPÉDITION / CARRIER SIGNATURE / SIGNATURE DU TRANSPORTEUR		DATE (JULIAN) / (JULIEN)	24E. RECEIPT - REÇU / ITA / DTA / SIGNATURE / ATR / ATD / DATE (JULIAN) / (JULIEN)		
25. CF AC COMD'S / COMMON CARRIER / MSE DRIVER'S SIGNATURE FOR DANGEROUS / SPECIAL CARGO / SIGNATURE DU COMMANDANT D'ÉQUIPE / FC / TRANSPORTEUR COMMERCIAL / CHAUFFEUR MMS POUR LES ENVOIS DE MATIÈRES DANGEREUSES				LEG NO. - ÉTAPE N° / SIGNATURE		LEG NO. - ÉTAPE N° / SIGNATURE		LEG NO. - ÉTAPE N° / SIGNATURE		

**Canada ABC Inc**

**Remit to Address:**  
 Canada ABC Inc  
 1234 Riverside Drive  
 Ottawa, ON K1V 2B5

**Date:** 10 Jan 2019

**Statement:** 14

**Account:** 332211

GST/TPS: R123456789  
 HST/TVH: R0987654321  
 QST/TVQ: 0123456789

National Defence Headquarters  
 CMSG/J4 TN  
 101 Colonel Drive  
**Attn:** Verification & Payment  
 Ottawa ON, K1A 0K2

WSBL #	Probill #	Origin	Destination	Wgt Lbs	Rate	FSC %	FSC	Ancillary Charges	HST/GST	QST	Total
JT1900148	GC2214450	Astra, ON	Quebec, QC	378	63.09	18.70	11.80		3.74		78.63
QA1900178	17137831	Kitchener, ON	Montreal, QC	795	104.90	15.90	16.68	26.80	7.42		155.80
QN1900106	GC2026404	Sainte-Foy, QC	Montreal, QC	5392	192.49	15.80	30.41	26.80	12.49	24.90	287.09
<b>Total Due</b>					<b>360.48</b>		<b>58.89</b>	<b>53.60</b>	<b>23.65</b>	<b>24.90</b>	<b>521.52</b>

**Ancillary Charges**

\$26.80 for Appointment Delivery