

Page 1 of/de 66

CANADA'S REPRESENTATIVE	Diplomat
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Request for Proposals (RFP)

PERFORMANCE OF THE WORK DESCRIBED IN THE STATEMENT OF THE DRAFT CONTRACT.

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DATE September 28, 2021
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ternational.gc.ca
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I AUTHORIZED TO SIGN ON
Date





Government Gouvernement du Canada

21-187894

Page 2 of/de 66

TABLE OF CONTENTS

	PART 1 - GENERAL INFORMATION	4
1.1	INTRODUCTION	4
1.2	SUMMARY	4
1.3	CONTRACT DOCUMENTS	5
1.4	INTERPRETATION	5
	PART 2 - BIDDER INSTRUCTIONS	6
2.1	LANGUAGE OF PROPOSAL	
2.2	REFERENCE CLAUSES	
2.3	STANDARD INSTRUCTIONS	6
2.4	SUBMISSION OF PROPOSALS	
2.5	COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS	
2.6	APPLICABLE LAWS	
2.7	ENTIRE REQUIREMENT	
2.8		-
2.9		-
2.10 2.11	NO PROMOTION OF BIDDERS INTEREST	
2.11	INCAPACITY TO CONTRACT WITH GOVERNMENT	
2.12		
	PART 3 - BID PREPARATION INSTRUCTIONS	
3.1	PROPOSAL PREPARATION INSTRUCTIONS	
3.2		
3.3	FINANCIAL PROPOSAL INSTRUCTIONS	
3.4		
3.5 3.6	FIRM HOURLY RATES DISBURSEMENT OR OTHER DIRECT EXPENSES	
3.0 3.7	CERTIFICATIONS	
3.8	INSURANCE REQUIREMENTS	
3.9	SACC MANUAL CLAUSES	
3.10	ADDITIONAL CERTIFICATION WITH BID	
3.11	SACC MANUAL CLAUSES	12
	ATTACHMENT 1 TO PART 3 – CERTIFICATIONS	12
	PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	17
4.1	EVALUATION AND SELECTION	17
4.2	TECHNICAL EVALUATION	17
4.3	BASIS OF SELECTION	17
	ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA	19
	PART 5 - RESULTING CONTRACT CLAUSES	
5.1	DEFINITIONS	
5.2	Priority of Documents	
5.3	AUTHORITIES AND COMMUNICATION	
5.4	STANDARD CLAUSES AND CONDITIONS	
5.5	GENERAL CONDITIONS	
5.6	ENTIRE AGREEMENT	35
5.7	APPLICABLE LAWS	
5.8	NUMBER AND GENDER	
5.9	POWERS OF CANADA / STATE IMMUNITY	35





Government Gouvernement du Canada

21-187894

Page 3 of/de 66

5.10 5.11	TIME OF THE ESSENCE	35
5.12	Severability	.36
5.13	SUCCESSORS AND ASSIGNS	
5.14	SURVIVAL	36
5.15	Performance of the Work	
5.16	CERTIFICATIONS	
5.17	HEALTH AND SAFETY	39
5.18	SACC MANUAL CLAUSES	
5.19	PAYMENT TERMS	40
5.20	SUSPENSION AND INFRACTION	
5.21	INSURANCE TERMS	42
5.22	GOVERNANCE AND ETHICS	42
5.23	DISPUTE RESOLUTION	43

ANNEX A – STATEMENT OF WORK	44
ANNEX B – BASIS OF PAYMENT	55
ANNEX C – INSURANCE REQUIREMENTS	60
ANNEX D – SECURITY REQUIREMENTS CHECK LIST (SRCL)	62
ANNEX E – EXAMPLE OF MONTHLY SCHEDULE	66



Page 4 of/de 66

PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into 5 parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications and Attachment 1 to Part 4 includes the Evaluation criteria.

The Annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Insurance Requirements (Annex C), Security Requirements Check List (Annex D) and Example of Monthly Schedule (Annex E.)

1.2 SUMMARY

- **1.2.1** The purpose of this RFP is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) in Ottawa, Ontario to provide transportation services for Diplomatic Courier Transportation Service activities and other transportation requirements services as described in the Statement of Work (Annex A).
- **1.2.2** The Work is to be performed from the contract award date (tentatively set for November 1, 2021) for a period of three (3) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three (3) additional one (1) year irrevocable option periods under the same terms and conditions.
- **1.2.3** There are security requirements associated with this requirement. For additional information, consult Part 5 Resulting Contract Clauses and Security Requirements Check List (Annex D). For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- **1.2.4** The requirement is subject to the provisions of the Canadian Free Trade Agreement(CFTA).

Measures relating to aviation or air transport, or related services in support of aviation or air transport, are not subject to this Agreement, Notwithstanding the foregoing, Canada's measures relating to aviation or air transport, or related services in support of aviation or air transport, are subject to Article 203 (Transparency) and Article 402 (Regulatory Notification).

Notwithstanding the foregoing, Chapter Five (Government Procurement) is applicable to measures regarding the procurement of aviation goods and services by a procuring entity.

This procurement consists of Transportation Services which are excluded from the application of the Canada-United States-Mexico Agreement (CUSMA) as per annex 1001.1b-2, Class V.





21-187894

Page 5 of/de 66

This procurement is not listed under appendix 1 of the WTO-AGP.

1.2.5 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

1.3 CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute are included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" or "proposal" is an offer to provide services or supply goods as a result of a solicitation;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors;

"Canada", "Crown, "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.





PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

Proposal documents and supporting information must be submitted in either English or French.

2.2 REFERENCE CLAUSES

- **2.2.1** Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- 2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that Bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: <u>It is strongly recommended that Bidders visit the above site to better understand these clauses</u> and conditions.

2.3 STANDARD INSTRUCTIONS

- **2.3.1** The <u>2003</u> (2020-05-28) Standard Instructions *Goods or Services Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23), are incorporated by reference into and form part of the bid solicitation.
- 2.3.2 Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "Foreign Affairs, Trade and Development Canada" or "DFATD"; all references to facsimile number of "819-997-9776" are deleted; all references to "Canada Post epost Connect service" are deleted; and the words "Contracting Authority" are to be substituted to read "Canada's Representative".
- 2.3.3 Subsection 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows:

Delete: sixty (60) **Insert**: one hundred and twenty (120)

2.3.4 Subsection 06 (2018-05-22) Late Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.5





21-187894

Page 7 of/de 66

2.3.5 Subsection 07 (2018-05-22) Delayed Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the proposal (bid) has been received at the location stipulated on page one (1).

2.3.6 Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by epost Connect service.

2.4 SUBMISSION OF PROPOSALS

- 2.4.1 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 <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573).
- **2.4.2** Proposals must be received by DFATD at the electronic address identified and by the date and time on page 1 of the solicitation. Proposals must NOT be sent directly to Canada's Representative. Canada will not be responsible for proposals delivered to a different address. Proposals sent directly to Canada's Representative may not be considered.

The e-mail address indicated on page one (1) of the solicitation is for the purpose of proposal submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

2.4.3 Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- minimum type face of 10 points;
- all material should be formatted to print on 8.5" x 11" or A4 paper;
- for clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:

- the size of attachments exceeds 10 MB;
- the e-mail was rejected or put in quarantine because it contains executable code (including macros);
- the e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive[™], Dropbox[™], etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.

It is strongly recommended that Bidders confirm with Canada's Representative that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing





21-187894

Page 8 of/de 66

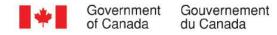
documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

- 2.4.4 Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2020-05-28) Standard Instructions Goods or Services Competitive Requirements.
- 2.4.5 It is the Bidder's responsibility to:
 - (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
 - (b) prepare its proposal in accordance with the instructions contained in the RFP;
 - (c) submit by closing date and time a complete proposal;
 - (d) send its bid only to the address specified on page 1 of the bid solicitation;
 - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the proposal; and,
 - (f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- **2.4.6** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- **2.4.7** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- **2.4.8** A proposal cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

- **2.6.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than five (5) days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- **2.5.2** Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.
- **2.5.3** Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favor a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.





21-187894

Page 9 of/de 66

2.6 APPLICABLE LAWS

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

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

2.7 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.8 DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

2.9 CHALLENGES

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at http://www.citt.gc.ca/.

2.10 NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

2.11 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.12 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:





Government Gouvernement of Canada du Canada

21-187894

Page 10 of/de 66

- (a) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*; or
- (b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the <u>Criminal Code</u>; or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the <u>Criminal Code</u>; or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the <u>Competition Act</u>; or
- (e) section 239 (False or deceptive statements) of the Income Tax Act; or
- (f) section 327 (False or deceptive statements) of the Excise Tax Act; or
- (g) section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act; or
- (h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the <u>Controlled Drugs and Substance Act</u>; or
- (i) any provision under any law other than Canadian law having a similar effect to the above-listed provisions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their bid in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Proposal

Section II: Financial Proposal

Section III: Certifications

Please note: bids may be modified or resubmitted only <u>before</u> the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled "Technical Proposal";

This section should not exceed 60 pages. Material exceeding the 60 page maximum may not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 60 page limit.

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Canada



21-187894

Page 11 of/de 66

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled "Financial Proposal";

Bidders must submit their Financial Proposal in accordance with Annex B – Basis of Payment. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal should appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed. **Estimates provided in Annex B – Basis of Payment are strictly for evaluation purposes and are not a guarantee under the contract.**

3.4 FIRM PRICE

- **3.4.1** Bidders must quote an all-inclusive Firm Price in Canadian (CAD) on the attached form Financial Proposal Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.
- **3.4.2** All payments will be made according to the terms of payment set out in the Draft Contract.

3.5 FIRM HOURLY RATES

- **3.5.1** Bidders must quote Hourly Rates in Canadian Dollars (CAD) on the attached form Financial Proposal Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option).
- **3.5.2** The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.
- **3.5.3** All payments will be made according to the terms of payment set out in the Draft Contract.

3.6 DISBURSEMENT OR OTHER DIRECT EXPENSES

Canada will reimburse the Contractor for the direct expenses reasonably and properly incurred by the Contractor in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

3.7 CERTIFICATIONS

Section III: to be labeled "Certifications";

Bidders must submit the certifications required under ATTACHMENT 1 TO PART 3 - CERTIFICATIONS.





21-187894

3.8 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 C.

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.

3.9 SACC MANUAL CLAUSES

SACC Manual clause <u>A9033T</u> (2012-07-16), Financial Capability SACC Manual clause <u>E0003T</u> (2014-09-25), Security Deposit - Bid and Contract Financial Security Required SACC Manual clause <u>E0004T</u> (2011-05-16), Bid Financial Security SACC Manual clause <u>E0008T</u> (2018-06-21), Security Deposit Definition – Bid

3.10 Additional Certifications Required with the Bid

3.10.1 This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a

certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

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

3.11 SACC MANUAL CLAUSES

SACC Manual clause <u>A3050T</u> (2020-07-01) Canadian Content Definition SACC Manual clause <u>A3060C</u> (2008-05-12), Canadian Content Certification

ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

Canada's Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Canada's Representative will render the bid non-responsive or constitute a default under the Contract.





21-187894

Page 13 of/de 66

A1. CERTIFICATIONS REQUIRED WITH THE BID

Bidders must submit the following duly completed certifications as part of their bid.

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder 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 specified will render the bid non-responsive.

A2.1. 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 <u>Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)</u>, the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

A2.2. STATUS AND AVAILABILITY OF RESOURCES

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

A2.3. EDUCATION AND EXPERIENCE

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

A2.4. 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





21-187894

Page 14 of/de 66

Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

DEFINITIONS

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

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

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

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

FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

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

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

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

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

WORK FORCE ADJUSTMENT DIRECTIVE

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

If so, the Bidder must provide the following information:

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





Government Gouvernement du Canada

21-187894

Canada

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.

A2.5. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and Social</u> <u>Development Canada (ESDC) – Labour's</u> website.

Date:_____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.

() A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity</u> <u>Act</u>.

() A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

() A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour. *OR*

() A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

() B1. The Bidder is not a Joint Venture. OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

A.3 Additional Certifications Precedent to Contract Award

A.3.1 Canadian Content Certification

SACC Manual clause A3050T (2018-12-06) Canadian Content Definition



21-187894

Page 16 of/de 66

CERTIFICATION STATEMENT

By completing, signing and submitting this attachment, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Company Name

Name & Signature of Authorized Individual

Date



Page **17** of/de **66**

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

- **4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria and Financial Criteria.
- **4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 TECHNICAL EVALUATION

Mandatory technical and point-rated technical evaluation criteria are included in ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

The evaluation will be comprised of three (3) stages:

- Stage 1: Evaluation of Bidders' compliance with Mandatory Requirements;
- Stage 2: Rated Evaluation of Bidders' compliance with GAC's technical evaluation criteria; and
- Stage 3: Evaluation of Financial Proposal.

4.3 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE

- 1. All elements of the Request for Proposal Bid that are mandatory requirements are identified specifically with the words "must" or "mandatory". To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 290.5 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 415 points.
- 2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.





21-187894

Page 18 of/de 66

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall	Technical Score	115/135	89/135	92/135
Bid E	Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Con	nbined Rating	83.84	75.56	80.89
01	verall Rating	1st	3rd	2nd

Reference Checks:

- · Canada may conduct reference checks in writing by e-mail or phone.
- Reference responses are to be received within 5 working days.
- On the third working day after sending out the e-mails or leaving a voice-mail, if Canada has not received a
 response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that
 it responds to Canada within 2 working days.
- Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated. Crown references will be accepted.
- Canada reserves the right to request proof of any information provided by the Bidder. If the information cannot be validated, the Bidder's Bid will be considered non-responsive.





ATTACHMENT 1 TO PART 4 – Technical Evaluation Criteria

Name and Address of Company: _		
Representative:	Email:	

Stage 1:

All Bids must meet the Mandatory Technical Criteria's M1 to M8, specified below. Bidders are advised to give special attention to each of the criteria and should be addressed separately.

Bids must comply with the requirements of the Request for Proposal and meet all mandatory technical evaluation criteria in Stage 1 to proceed to Stage 2 – Point-Rated Technical Criteria Evaluation.





21-187894

Page 20 of/de 66

		MANDATORY	CRITER	RIA	
ltem	Mai	ndatory Criteria		liance	Documentation to Substantiate
			Pass	/ Fail	
# <u>M1</u> M1.1	Bidder's I The Bid m providing t transporta The Bidde provided s services a third-party The Bidde non-stop t material, t the Bidder the last 10 The descr and scope services p	Experience Just identify how many years the Bidder has been transportation services for secure non-stop tion services for persons and sensitive material. The must also identify if these services have been solely by the Bidder, or through a third-party. If the re provided by a third party, identify how long the the re provided by a third party, identify how long the re services have been provided to the Bidder. The must demonstrate that it is an established secure ransportation service for persons and sensitive hrough at least three (3) project descriptions*, that has at least seven (7) years of experience within years from the bid solicitation closing date. iptions must show how the project is similar in size to the services in the RFP and demonstrates the rovided including: Providing secure transportation for Designated Officials and Material to and from residences and office locations; Providing secure transportation for persons and Material to and from airside, including around		/ Fail	 *For Bidder Engagements Referenced: All engagements/contracts described in the Bid must be a minimum of two (2) years of repetitive business with the same client in providing transportation services similar to those described in the SOW; and cumulatively valued at least five hundred thousand (\$500,000.00) dollars over two years. The Bidder must include details for each engagement as follows: the name of the Client Organization; the name, title, telephone number and email of the Contact person at
	c) d) e) f) g)	landed planes; Provision of at least one (1) Project Manager and two (2) Drivers under the contract; Driving on the tarmac at a Canadian airport; Handling of secure and sensitive Material; Handling fragile Material including dangerous goods; Proactive and responsive reporting and communication on transportation status;			 the Client Organization; the role of the Bidder in the contract; the start and end dates of the contract identifying when the Bidder was active in providing the services; and the description of the services provided including all details required by the mandatory and rated criteria within this RFP. These details are required as other criteria in this RFP will reference back to these engagements/contracts.





Government Gouvernement du Canada

Solicitation Number Numéro d'appel d'offres

21-187894

Page 21 of/de 66

	MANDATORY C		
ltem#	Mandatory Criteria	Compliance Pass / Fail	Documentation to Substantiate
M2	Company Requirements	1	
M2.1	The Bidder must demonstrate it can commit to responding and arriving on time to pick up the courier and material in accordance with GAC's required schedules and locations. This will include requests requiring the Driver to arrive at a location in the NCR within two (2) hours of the request.		
M2.2	The Bidder must possess an organizational security clearance to the level of Reliability as of the RFP close date. The Bidder must provide the expiration date and number of their organizational clearance.		
M2.3	Financial Security – in the form of an irrevocable standby letter of credit in the amount of \$150,000.00 Canadian dollars.		
M3	Minimum Resource Team Requirements		
M3.1	The Bidder must propose one (1) Project Manager to provide the services and must provide with its bid, the resources' C.V. and proof of certifications applicable to the role being proposed. The Bidder must identify for each named resource:		The Bidder must identify a highly competent team, covering at a minimum the roles identified below with a Project Manager, and a minimum of two (2) Drivers
	 at least five (5) years of experience in the last seven (7) years in the role in which they are proposed; a valid Government of Canada Reliability Status clearance or is otherwise eligible to obtain one; meets the bilingual requirement in section 9.0 Language of the Statement of Work; the applicable Driver's licensing, driving record; and valid passport and eligibility to cross the Canada-United States land border. 		
M3.2	 The Bidder must propose two (2) Drivers to provide the services and must provide with its bid, each of the resources' C.V. and proof of certifications applicable to the role being proposed. The Bidder must identify for each named resource: at least five (5) years of experience in the last seven (7) years in the role in which they are proposed; a valid Government of Canada Reliability Status 		
M3.3	 clearance or is otherwise eligible to obtain one; meets the bilingual requirement in section 9.0 Language of the Statement of Work; and the applicable Driver's licensing, driving record; and valid passport and eligibility to cross the Canada-United States land border. Describe the overall team structure including for each resource proposed, their authority, roles and responsibilities and reporting relationships, and the location of all team members. 		





21-187894

Page 22 of/de 66

	MANDATORY CRITERIA					
ltem#	Mandatory Criteria	Compliance Pass / Fail	Documentation to Substantiate			
Bidder \$	Services Delivery Requirements					
M4.1	The Bidder must provide a Business Continuity Plan and Contingency Plan in the event of any disruption of services due to unforeseen issues to ensure service levels are met for the duration of the Contract or subsequent Tasks and must include:					
	 a) Details of how the Bidder will assure the safety and security of all information pertaining to this requirement; Designated Officials and Material; and its personnel when in transit; 					
	 b) The Bidder's process to completing the work incorporating a standardized methodology and recognized approach for the delivery of these services; 					
	 c) The Bidder's Service Level Agreement for these services including delivery timeframes, issue notifications, risk mitigation and quality assurance processes; and 					
	 d) The Bidder's reporting methodology to the Client to establish documented compliance to mitigate issues and ensure all information is clear prior to pick up of the Designated Official or Material. This reporting could include but is not limited to communication of issues and status of transportation. 					





21-187894

STAGE 2:

All Bids that have met the criteria in Stage 1 – Mandatory Technical Criteria Evaluation, will be assessed and scored against the following Point-Rated criteria. Within each criterion, sub-factors will be scored out of the indicated number of points, and the overall score per criterion weighted to arrive at a score at the indicated percentage of the Technical Proposal Score.

Bidders must achieve a minimum score of 70% on the Rated Evaluation in order to be considered further and proceed to Stage 3 – Financial Bid Evaluation.

	PO	INT-RATE	D	
Rated #	Description	Max Points	Points Awarded	Compliance
R1	Bidder's Experience			
R1.1	 The Bidder should demonstrate through project descriptions and contracts*, in excess of the seven (7) years' experience required in M1 that it is an established secure transportation service provider, demonstrating the services provided included: a) Providing secure transportation for Designated Officials and Material to and from residents and office locations; b) Providing secure transportation for Designated Officials and Material to and from airside planes; c) Provision of at least two (2) Drivers under the contract; d) Driving on the tarmac at a Canadian airport; e) Handling of secure and sensitive Material; f) Handling fragile Material including dangerous goods; and g) Proactive and responsive reporting and communication on transportation status. <i>up two (2) points for each year of experience in each of the sub-factors in excess of the seven (7) years of experience to a maximum of 90 points</i>. 	90		 *For all Bidder Engagements Referenced: All engagements/contracts described in the Bid must be a minimum of two (2) years of repetitive business with the same client in providing transportation services similar to those described in the SOW; and cumulatively valued at least five hundred thousand (\$500,000.00) dollars over two years. The Bidder must include details for each engagement as follows: the name of the Client Organization; the name, title, telephone number and email of the Contact person at the Client Organization; the role of the Bidder in the contract; the start and end dates of the contract identifying when the Bidder was active in providing the services; and the description of the services provided including all details required by the mandatory and rated criteria within this RFP. These details are required as other criteria in this RFP will reference back to these engagements/contracts





21-187894

Page 24 of/de 66

POINT-RATED

Rated #	Description	Max Points	Points Awarded	Compliance
R1.2	The Bidder should demonstrate through the engagement/contract descriptions provided for N and R1 the Bidder's track record with its current and previous clients with respect to:	10		
	 a) having experience with diplomatic couriers or sensitive government materials in a chain of custody; b) establishing and maintaining security and safety of Material and escorts; c) monitoring of transportation status and effective communications and management of transportation delays, rerouting and emergencies; d) meeting established transportation timelines and overall track record of service reliability throughout the duration of the engagement with the client; e) Identification of the Bidder's understanding of the applicable regulations; identifying if the services required RAIC and AVOP or other airpor authority requirements. 	t		

Canada



21-187894

Page 25 of/de 66

	PO	INT-RATED)				
Rated #	Description	Max Points	Points Awarded	Compliance			
R2	Resource Team Experience						
R2.1	 The Bidder's Project Manager will be assessed using the CV and the proposed resource's engagements*, within the last seven (7) years, in support of client engagements/initiatives similar in scope to GAC's requirement demonstrating experience with: a) Oversight and primary contact of day-to-day operations for transportation services of government officials or security escorts and associated material; b) Corrected, revised, or resolved invoicing discrepancies; c) Ensuring vehicle availability, safety and up-to-date maintenance of vehicles in service; d) Determine correct vehicle size for the Material; e) Working with governments or similar secure organizations; Each sub-factor will be assessed with a maximum of five (5) points per engagement for a maximum of 25 points * Where more than two (2) individuals are proposed for one role, the associated scoring will be averaged between the individuals proposed 	25	Refere engag the Bid years of same service the SC details follows • th O • th an at • th co • th co • th co • th co	tesource Engagements enced: All ements/contracts described in d must be a minimum of two (2) of repetitive business with the client in providing transportation es similar to those described in DW. The Bidder must include a for each engagement as s: ne name of the Client Organization; ne name, title, telephone number nd email of the Contact person t the Client Organization; ne role of the Bidder in the contract; ne start and end dates of the contract; and scription of the services provided ing all details required by the atory and rated criteria within this These details are required as criteria in this RFP will reference o these engagements/contracts.			





21-187894

Page 26 of/de 66

POINT-RATED

	POINT-RATED				
Rated #	Description	Max Points	Points Awarded	Compliance	
R2.2	 The Bidder's two (2) Proposed Driver Resources will each be assessed using the CV and the proposed resource's engagements*, within the last years seven (7) years, in support of client engagements/initiatives similar in scope to GAC's requirement demonstrating experience with: a) Providing secure transportation of persons and sensitive materials; b) Driving on tarmac of airports with appropriate licensing and certifications; c) Maintained appropriate licensing for the duration of the engagement; d) Delivery of secure/sensitive Material; e) Working with governments or similar secure organizations; f) Handling of these types of items: fragile equipment, dangerous goods. 	60		*For Resource Engagements Referenced: Same as above.	
	maximum of 5 points each for a maximum of 30 points per Driver				
R2.3	 The Bidder's two (2) Proposed Driver Resources will also be assessed against the following subfactors: a) Years of experience each proposed Driver has within the Bidder's organization as a Driver performing similar duties to that of the Driver role described in Annex A, Statement of Work; b) Certification of the Driver's License and driving record in good standing; c) Additional certification; RAIC certifications; Drivers' AVOP certifications proof of at least two (2) years providing Diplomatic Courier transportation services. a) will be accessed with up to two (2) points per year of experience in excess of the five years to a maximum of 10 points for each Resource for a total of 20 points b) will be accessed with up to 5 points for each 	60			
	 c) will be accessed with up to 5 points for each certifications to a maximum of 15 points for each resource for a total of 30 points 				





21-187894

Page 27 of/de 66

	POINT-F	RATED		
Rated #	Description	Max Points	Points Awarded	Compliance
R3	Approach and Methodology			
R3.1	The Bidder will identify all "green" initiatives undertaken by the Bidder in its delivery of services, and in accordance with GAC's Departmental Sustainable Development Strategy (https://www.international.gc.ca/gac- amc/publications/sea-ees/sustainable-durable- 2019.aspx?lang=eng) will be assessed using the Scoring Guidance Table to a maximum of 10 points			
R3.2	 The Bidder's Approach and Methodology, integrating the Business Continuity Plan and Contingency Plans will be assessed against the following sub-factors: a) The Bidder's approach should identify with the Contingency Plan, how it will ensure that either the proposed resources will be available for each role. b) The Bidder's identified approach to provide additional capacity beyond the two (2) requested drivers. c) The Bidder's identification of what issues and risks could arise in the event of a service disruption and how the Bidder will identify, assess and manage a disruption including: i. Potential timeframes to identify, assess, monitor/communicate with the client, and determine the resolution; and ii. reference to previous experience where the Bidder has had a successful resolution using the methods within their approach and methodology; 	30		





21-187894

Page 28 of/de 66

POINT-RATED

Rated #	Description		Max Points	Points Awarded	Compliance		
R4	Service L	Service Level Agreement					
R4.1	The Bidder's standard operating processes and standards, including formal methods and demonstration of Diplomatic Courier transportation process will be assessed against the following areas:		60				
	a)	Receipt, action and provide completion confirmation of Transportation Service Requests;					
	b)	Pick-up and drop off of Diplomatic Courier and Material;					
	c)	Local ground transportation within Canada and in North America;					
	d)	Transportation service status reporting;					
	e)	Documentation of compliance with service request and communicate, mitigate and resolve any issues on behalf of the client;					
	f)	Maintaining chain of custody of Material at all times, including monitoring of Material while in transit and safety of Diplomatic Courier;					
	will be assessed using the Scoring Guidance Table below to a maximum of 10 points for each sub-factor for a total of 60 points.						





21-187894

Page 29 of/de 66

Datad			Мах	Delete	
Rated #		Description		Points Awarded	Compliance
R4.2	The Bidder's Service Level Agreement for Diplomatic Courier Transportation Services will be assessed for inclusion of the following sub- factors:		50		
	a)	Pick-up and transportation timeframes that meet or improve upon GAC's requirements for Scheduled, Requested and Urgent services;			
	b)	Accuracy of estimation of transportation timeframes;			
	c)	Practices and timeframes for confirmation of the request with the GAC Representative and confirmation of the Diplomatic Courier contact;			
	d)	Identified commitments the Bidder makes with respect to GAC's requirements for no more than 5% late and 5% damage, and what vendor performance improvement measures the Bidder proposes; and			
	e)	Identified quality assurance program in place describing what system will be used for quality assurance and how this system will be monitored to ensure that standards are met.			
	Table - a i	sessed using the Scoring Guidance maximum of 10 points for each sub- a total of 50 points.			





21-187894

Page 30 of/de 66

Rated #	Description		Description Max Points		Points Awarded	Compliance	
R4.3							
	 a) The description addresses and demonstrated an understanding of dangerous goods and specialized items such as antiques, etc.; and 						
	b) The description provides an approach to maintaining currency with changes in airport authority and border authority, as well as local/North American transportation regulations/requirements, and how the Bidder ensures personnel are up to date and knowledge transfer to client.						
	will be assessed using the Scoring Guidance Table below to a maximum of 10 points for each sub-factor for a maximum of 20 points						
	Maximum Points						
	Min Points (70%)	290.5					

	SCORING GUIDANCE TABLE FOR R3 & R4						
Score	Score Evaluation Point General Definition						
0 points	Unsatisfactory	Information required for the criteria was not provided.					
4 points	Poor	Major weaknesses or information provided was not clear or was missing major components. These major missing components will adversely affect the project schedule, cost, or scope					
7 points	Good	Minor weaknesses or description is missing minor components that will not adversely affect the readiness, project schedule, cost, or scope.					
10 points	Excellent	No apparent weakness, response is complete, or description is clear to substantiate the sub-factor					





Scoring Methodology					
Stage 1 Evaluation of Mandato	ory Criteria	#	Compliance		
Bidder Experience		M1	Pa	ass/Fail	
Company Requirements		M2	Pa	ass/Fail	
Minimum Resource Team Requi	rements	M3	Pa	ass/Fail	
Bidder Services Delivery Require	ements	M4	Pa	ass/Fail	
Mandatory Criteria Evaluation	Result		Pass/Fa	ail	
Stage 2 Rated Criteria Evaluat	ion	#	Maximum Minimum Score Value Pass Mark		
Bidder Experience		R1	100		
Resource Team Experience		R2	145		
Approach and Methodology		R3	40		
Service Level Agreement		R4	130		
Total Technical Score			415 290		
Technical Score	Bidder Weighted Technical Score (/70)		/70		
Stage 4 Financial Evaluation					
Financial Score			/30		
Basis of Selection					
Bidder's Total Overall Score = B Bidder's Weighted Financial Sco		Technical S	core (/70) +	/10	





Page 32 of/de 66

PART 5 - RESULTING CONTRACT CLAUSES

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors;

"Canada", "Crown, "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.





21-187894

Page 33 of/de 66

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions 2035 (2020-05-28) General Conditions Higher Complexity Services;
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);
- (e) Insurance Requirements (Annex C);
- (f) Security Requirements Check List (Annex D);
- (g) Contractor's bid dated yyyy-mm-dd. (Inserted at Contract award)

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

Canada's Representative for this Contract is: (Inserted at Contract award)

Name:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:
Telephone:
E-mail address:

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

5.3.2 Project Authority

The Project Authority for this Contract is: (Inserted at Contract award)

Name: Title: Department of Foreign Affairs, Trade and Development Directorate: Address: Telephone: E-mail address:

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





21-187894

Page 34 of/de 66

5.3.3 Communication and Notices

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

5.3.4 Management of the Contract

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Canada's Representative.

5.3.5 Contractor's Representative

The Contractor's Representative is: (Inserted at Contract award)

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

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

5.3.6 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

5.3.7 Assignment

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

5.4 STANDARD CLAUSES AND CONDITIONS

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





21-187894

5.5 GENERAL CONDITIONS

2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

5.6 ENTIRE AGREEMENT

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

5.7 APPLICABLE LAWS

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

5.8 NUMBER AND GENDER

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

5.9 POWERS OF CANADA / STATE IMMUNITY

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

5.11 EXCUSABLE DELAY

5.11.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor;
- occurred without the fault or neglect of the Contractor;

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

- **5.11.2** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- **5.11.3** However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or





Government Gouvernement of Canada du Canada Solicitation Number Numéro d'appel d'offres

21-187894

Page 36 of/de 66

the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

5.11.4 Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

5.12 SEVERABILITY

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

5.13 SUCCESSORS AND ASSIGNS

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

5.14 SURVIVAL

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

The period of the Contract is from ______ to _____ inclusive. (inserted at contract award).

5.15.3 Option to Extend the Contract

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

5.15.4 Exercise of Option to Extend

Canada may exercise this option at any time by sending a written notice to the Contractor on or before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.





21-187894

5.15.5 Independent Contractor

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

5.15.6 Conduct

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

5.15.7 Time

For the purposes of this Contract, a full day of Work is any period of seven and one half (7.5) hours within any twenty-four (24) hour period. If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.

5.15.8 Assigned Individuals

If specific individuals are identified in Annex A to perform the Work:

- (a) the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- (b) the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- (c) the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.15.9 Resources

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.

5.15.10 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section *Assigned Individuals*. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.





21-187894

Page 38 of/de 66

Canada

5.15.11 Compliance with Local Law

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Ontario.

5.15.12 Inspection and Acceptance

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

5.15.13 Security Requirements

The following security requirements (SRCL and related clauses provided by DFATD) apply and form part of the Contract.

- **5.15.13.1** The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- **5.15.13.2** The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) **must be citizens of Canada** and must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
- 5.15.13.3 The Contractor/Offeror personnel requiring access to PROTECTED C information, assets or sensitive work site(s) **must be citizens of Canada** and must EACH hold a valid ENHANCED RELIABILITY STATUS, granted or approved the CSP, PWGSC.
- 5.15.13.4 The Contractor/Offeror may remove sensitive CLASSIFIED/PROTECTED information or assets from the site(s) as required by this Contract/Standing Offer, but is **NOT AUTHORIZED TO SAFEGUARD MATERIEL OVERNIGHT**. The Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
- **5.15.13.4** Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- **5.15.13.5** The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
 - (b) *Contract Security Manual* (Latest Edition).

NOTE: There are multiple levels of personnel security screenings associated with this file. In this instance, a Security Classification Guide must be added to the SRCL clarifying these screenings. The Security Classification Guide is normally generated by the organization's project authority and/or security authority.



21-187894

Page 39 of/de 66

5.15.14 Green Procurement

- **5.15.14.1** The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.
- **5.15.14.2** The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. 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.

5.16 CERTIFICATIONS

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

5.16.1 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

5.17 HEALTH AND SAFETY

Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practise physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

5.18 SACC MANUAL CLAUSES

SACC Manual clause <u>E0005C</u> (2011-05-16), Financial Security SACC Manual clause <u>E0008C</u> (2018-06-21), Financial Security Definition: Contract





21-187894

Page 40 of/de 66

Canada

5.19 PAYMENT TERMS

5.19.1 Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

5.19.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed _____(CAD) (*inserted at Contract award*). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Representative before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Canada's Representative. The Contractor must notify Canada's Representative in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- 4 months before the end of the Period of the Contract, or
- as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

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

5.19.3 Method of Payment – Monthly Payments

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

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

5.19.4 Audit

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for 6 years after it receives the final payment under the Contract.



Government Gouvernement of Canada du Canada

21-187894

5.19.5 Invoicing Instructions

- **5.19.5.1** The Contractor must ensure that each invoice it provides to Canada
 - (a) is submitted in the Contractor's name;
 - (b) is submitted each month do so for each delivery or shipment;
 - (c) only applies to the Contract;
 - (d) shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
 - (e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - (f) sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
 - (g) identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.
- **5.19.5.2** By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

5.19.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of <u>2035</u> (2020-05-28) *General Conditions - Higher Complexity - Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.19.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2035 (2020-05-28) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.19.8 Remittance to appropriate tax authority

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

5.20 SUSPENSION AND INFRACTION

5.20.1 Suspension of the Work

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.





5.20.2 Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in the section titled *Governance and Ethics*.

5.21 INSURANCE TERMS

5.21.1 Specific Insurance Requirement

- **5.21.1.1** The Contractor must comply with the insurance requirements specified in Annex "C" Insurance Requirements. 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.
- **5.21.1.2** 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.
- **5.21.1.3** The Contractor must forward to Canada's Representative within 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 Canada's Representative, forward to Canada a certified true copy of all applicable insurance policies.

5.22 GOVERNANCE AND ETHICS

5.22.1 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (S.C. 2006, c. 9, s. 2), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

5.22.2 Incapacity to Contract with the Government

The Contractor certifies that no one convicted under any of the provisions under subsection (a) or (b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian Financial Administration Act (R.S.C. 1985, c. F-11); or
- (b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bidrigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading





Government Gouvernement of Canada du Canada

Page **43** of/de **66**

21-187894

representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act (R.S.C. 1985, c. C-34); or

- (e) section 239 (False or deceptive statements) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)); or
- (f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15); or
- (g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act (S.C. 1998, c. 34); or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian Controlled Drugs and Substance Act (S.C. 1996, c. 19); or
- (i) any provision under the local law having a similar effect to the above-listed provisions.

5.22.3 Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < http://laws-

lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.23 DISPUTE RESOLUTION

5.23.1 Discussion and Negotiation

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

5.23.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act (S.C. 1996, c. 16) will, on request and consent of the parties to bear the cost of such process, 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. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

Canada



Page **44** of/de **66**

ANNEX A – STATEMENT OF WORK

1.0 Title

Diplomatic Courier Transportation Services

2.0 Background

Transportation Services are required to transport Canada's Diplomatic Couriers (or Departmental Officials) along with the Material including diplomatic bags or crates with counts and volumes typically as described in Section 13.0 Volumetric Data and Information. Although Diplomatic Couriers are responsible for the Material there is a requirement for essential services to:

- pick up Diplomatic Couriers and bring them to the designated locations;
- transport Diplomatic Couriers and Material to an airport or identified destination; and
- ensure the Material is secured and monitored throughout the journey.

3.0 Objective

Global Affairs Canada (GAC) requires on as and when requested basis, a reliable transportation service provider to support the Diplomatic Courier Transportation Service activities and other transportation services within the National Capital Region (NCR), and to other cities in North America. The Contractor must be prepared to perform these services as required and in confidence.

4.0 Scope of Work

The transportation services will include:

- The pick-up of the GAC Diplomatic Couriers, within the NCR or outside of the NCR;
- The secure transportation of Diplomatic Couriers and the Material to and from the following locations on an as and when requested basis:
 - Global Affairs Canada Office (GAC Office) located at either the Lester B.
 Pearson building located at 125 Sussex Drive, Ottawa, ON or 2421 Lancaster
 Road, Ottawa, ON depending on the date of Service request.
 - MacDonald Cartier International Airport, Ottawa, Ontario (including Hanger 11 for Protocol Requirements);
 - o Montréal Pierre Elliott Trudeau International Airport (Dorval), Montréal, Québec;
 - o Montréal Mirabel International Airport, Montréal, Québec;
 - Billy Bishop Airport (Toronto Island or Toronto City Centre Airport), Toronto, Ontario;
 - Toronto Pearson International Airport, Toronto, Ontario;
 - o The Canadian Embassy, Washington, DC;
 - Trenton, Ontario;





Page **45** of/de **66**

- United Stated of America destinations (primarily Washington, D.C. and New York, N.Y.); and
- Other pick-up and delivery destinations within North America as determined by the Project Authority.
- The drop-off of the GAC Diplomatic Couriers within the NCR or outside of the NCR.

Historic volumes for these locations are located in section 13.0 Volumetric Data and Information. Historical volumes should not be used as an indicator of potential contract volumes.

5.0 Tasks

5.1 Departures via Air Transport

The Contractor, including the Contractor's Driver will perform the following tasks for departures via air transport.

- a) The Project Authority will contact the Contractor to confirm load size and/or affirm departure time. The Contractor's Driver will determine the required vehicle size based on the Material to be transported.
- b) The Contractor's Driver will pick up Diplomatic Couriers at their place of residence at the designated times and proceed to the GAC Office. These designated times will be determined by the monthly schedule, and as adjusted by GAC.
- c) Diplomatic Couriers will complete the departure verification procedures with the Contractor's Driver. The Contractor's Driver then proceeds to load the Material into the vehicle in the presence of the Diplomatic Courier.
- d) The Contractor's Driver and Diplomatic Courier travel to the designated airport and proceed either to airside or to the baggage area outside of the terminal. Arrival times at the designated airport *prior to the scheduled departure time will typically be up to four (4) hours* depending on the weight of Material being transported and any requirement imposed by airline authorities.
 - i. Diplomatic Couriers may be required to be at the designated airport prior to the four (4) hour period of the planned departure time, at the request of the Project Authority.
- e) Diplomatic Couriers then complete check-in formalities with the airline including payment of the Material based on its weight, obtaining the tags for the Material and provide the tags to the Contractor's Driver to affix to the Material.
- f) Diplomatic Couriers then complete registration through security and proceed to the departure gate maintaining a visual of the plane.
- g) The Contractor's Driver remains with the vehicle and its contents at the cargo site of the airline.
- h) The Contractor's Driver will be met by the airline's shift supervisor while the Material is prepared for the plane.
- i) The Contractor's Driver will stay with the Material at all times. The Material will be placed into a can or skid and given a number, which the Contractor's Driver must communicate to the Diplomatic Courier via appropriate method chosen by the Diplomatic Courier.





Page **46** of/de **66**

- j) There may be a requirement for the Contractor's Driver to manipulate or handle Material (diplomatic bags) from the vehicle to the airline containers, pallets, or ramp belt. The Material must be loaded in the presence of the Diplomatic Courier.
- k) Diplomatic Couriers will maintain a visual on the Contractor's Driver who will proceed airside of the plane to see where the Material is being loaded. The Contractor's Driver will advise Diplomatic Couriers of the exact location where the Material is on the plane.
- I) Once the Material and Diplomatic Courier are aboard the aircraft, the Contractor's Driver maintains a position by the cargo hold to ensure all Material is securely stored aboard the aircraft. Should the Material be manipulated or handled, the Contractor's Driver must communicate this to the Diplomatic Courier by a reliable mobile device (smart phone). These communication devices are to be provided by the Contractor and at the Contractor's expense.
- m) Once the aircraft is sealed, the Contractor's Driver must <u>remain airside for a period of no less</u> <u>than 30 minutes following the plane being airborne</u>, and must monitor flight status and return to the arrival gate if there is a need for the plane to turn around and return to the ground. In the event the plane does return, the Contractor's Driver will need to be at the arrival gate to secure the diplomatic shipment should the cargo door be opened.
- n) Should the flight be delayed, cancelled or fail to depart as scheduled, the Driver is required to remain at the airport and must be available to assist Diplomatic Couriers with alternate plans. These plans could include transportation to an alternate airport or return Material to the GAC Office and then return Diplomatic Couriers to their residence.
- o) If the plane is diverted to another airport, the Contractor will be required to send a second Driver to the airport used for the diversion.

5.2 Arrivals via Air Transport

- a) The Project Authority will contact the Contractor to confirm load size and / or the arrival time. Diplomatic Couriers are advised to the exact location of the Material on the plane. This information will be provided to the Contractor, so the Driver may maintain a visual of the Material to be unloaded.
- b) The Contractor's Driver must be at the airport <u>a minimum of 30 minutes prior to the</u> <u>scheduled arrival time</u>. It is the Contractor's Driver's responsibility to verify and confirm the arrival time with the airline.
- c) Specific to the Ottawa International Airport (YOW):
 - i. At the airport, the Contractor's Driver proceeds airside and parks at the arriving aircraft stand prepared to load or assist in loading the Material into the vehicle. Contractors should note that an Airside Vehicle Operating Permit (AVOP) for the Ottawa International Airport is required. A Restricted Area Identity Card (RAIC) is also required.
 - ii. Prior to aircraft arrival, the Contractor's Driver should notify the ground crew lead of their presence and await the lead's instructions to move the vehicle towards the baggage belt.
 - iii. The Contractor's Driver must wait until Diplomatic Couriers deplane before loading the Material in the vehicle as Diplomatic Couriers must be present during the unloading of the bags from the airplane into the vehicle.





- d) Specific to other airport locations:
 - i. At the airport, an airline employee will drive the Contractor's Driver to the gate and the Contractor's Driver will wait until the plane is airside and the Driver is signaled by the Courier.
 - ii. The Courier will meet the Contractor's Driver at the tarmac and the Courier will take possession of the Material.
 - iii. The Courier will leave the airport through the normal exit process and an airline employee will drive the Contractor's Driver, Courier and the Material back to the Contractor's vehicle.
 - iv. The Contractor's Driver will transport the Diplomatic Courier from the airport.
- e) Diplomatic Couriers complete arrival formalities and clear shipments with customs. Only once this is completed can Diplomatic Couriers and the Driver proceed beyond the gates and directly to the GAC Office.
- f) Upon arrival, the Contractor's Driver unloads and places the bags in the staging area of the vault in the presence of Diplomatic Couriers.
- g) Diplomatic Couriers ensure the Material is secured and accounted for and then complete administrative formalities.
- h) The Contractor's Driver will transport Diplomatic Couriers to their residence.

5.3 North American Destinations via Ground Transport

The Contractor, including Contractor's Driver, will following the procedures listed below for the transportation of Diplomatic Couriers accompanying Material destined for a North American location, which may include but is not limited to the cities across Canada, the Canadian Embassy in Washington, D.C., and New York.

- a) The Project Authority will contact the Contractor to confirm load size and/or affirm departure time. The Contractor's Driver will determine the required vehicle size based on the Material to be transported.
- b) The Contractor's Driver will pick up Diplomatic Couriers at their place of residence at the designated times and proceed to the GAC Office. These designated times will be determined by the monthly schedule, as adjusted by GAC.
- c) Diplomatic Couriers will complete the departure verification procedures with the Contractor's Driver. The Contractor's Driver then proceeds to load the Material into the vehicle in the presence of the Diplomatic Courier.
- d) The Contractor's Driver and Diplomatic Couriers travel to the designated North American location and on arrival, the Contractor's Driver unloads the Material, under the supervision of a Diplomatic Courier.
- e) Depending on the location, the Contractor's Driver and Diplomatic Couriers may proceed to a hotel. This may also require the Contractor's Driver to unload and load the Material at the hotel or other establishment in collaboration with the Diplomatic Courier. Determination of the overnight stay and loading or unloading of material as described herein will be subject to the approval of the Project Authority.
- f) The Contractor's Driver loads any Material destined for the GAC Office from the designated





North American location in the presence of the Diplomatic Courier.

- g) Diplomatic Couriers will complete the departure formalities. The Contractor's Driver and Diplomatic Couriers will proceed directly to the GAC Office building. Upon arrival at the GAC Office the Contractor's Driver will unload and deliver the Material in the staging area of the vault under the supervision of a Diplomatic Courier.
- h) Diplomatic Couriers will ensure the Material is secured and accounted for and then complete administrative formalities.
- i) The Contractor's Driver will transport Diplomatic Couriers to their residence.

5.4 Management of Operations and Resource Requirements

In consideration of GAC's Service requirements as described above, the Contractor must provide a minimum of three (3) named resources including the Project Manager and a minimum of two (2) dedicated Drivers as specified below.

- 1.) One (1) Project Manager to oversee the day to day operations, be the first point of contact with GAC, and have the authority to action requirements, correct, or revise, as they occur as well as resolve any invoicing discrepancies. The Project Manager must be able to provide services in both official languages.
- 2.) A minimum of two (2) Drivers. The Drivers must have valid and appropriately classed driver's licenses with a good driver's record. The Drivers must also be able to provide services in both official languages.
- 3.) The Drivers will need to obtain, from the Ottawa MacDonald-Cartier International Airport Authority (OMCIAA), a Restricted Area Identification Card (RAIC). The Contractor will have 60 days to ensure the Drivers have this card.
- 4.) After obtaining their RAIC, both Drivers must be able to obtain their Airside Vehicle Operating Permit (AVOP) from OMCIAA. The Contractor will have 60 days to ensure the Drivers have this permit.

In the event a named resource becomes unavailable at any time throughout the duration of the Contract, the Contractor may propose a new resource for GAC's evaluation under these same qualifications. This resource must score equal to or greater than the original named resource and be approved by GAC's Project Authority to be added as a new resource into the Contract.

5.5 Contractor Vehicles

The Contractor will be responsible for all maintenance of vehicles used to provide the Services. This responsibility includes but is not limited to:

- the costs for maintaining and cleaning vehicles during off duty hours;
- appropriate insurance for all vehicles;
- determination of the appropriate size of vehicle to use for each requested trip, understanding the weight limitations of the vehicle;
- 24-hour availability of the vehicles and Services; and
- provision of varying sizes of vehicles including cargo vans, 3-ton, 5-ton vehicles.





5.5 Schedules and Authorization:

The Diplomatic Courier Transportation Services schedules will be determined on an as and when required basis and authorized by the Project Authority in the following categories.

- **5.5.1 Scheduled** are the services determine within the monthly schedule, updated weekly (typically each Thursday) and provided to the Contractor. These Scheduled services are defined within Schedule 1 and Schedule 2 herein. A sample Monthly Schedule is provided within Annex E. The sample provided in Annex E is used to establish the pricing only and does not provide actual information used for these Services.
 - Schedule 1 identifies the destinations in North America which require transportation Scheduled services on a regular basis. For departures via air transport, services will be considered rendered once the Diplomatic Courier and Material are on the plane and the plane has been departed for 30 minutes. For arrivals via air transport, services will be considered rendered once the Diplomatic Couriers are brought to their residence.
 - Schedule 2 identifies the destinations in North America which require Scheduled ground transportation services on a regular basis. These trips are to include round-trip service with transportation requirements on both segments of departure and arrival. Services will be considered rendered once the Material has been delivered to the destination, the Diplomatic Courier and Material are returned to the GAC Office, and Diplomatic Couriers are brought to their residence.
- 5.5.2 **Requested:** is service in addition to the monthly schedule with 24 hours' notice.
- **5.5.3 Urgent:** is service in addition to the monthly schedule with less than 24 hours' notice, for exceptional circumstances.

Upon receipt of a request for the Services from GAC, the Contractor's Project Manager will confirm the transportation service level as Scheduled, Requested, or Urgent. The Contractor's Project Manager will verify the costs matching the Basis of Payment and any potential incurred costs to be reimbursed as applicable with the Project Authority.





5.6 Service Governance:

Beyond the day to day operations and issues management of the Services, the Contractor is required to participate in on-going reviews and monthly meetings under the following schedule.

During these meetings the Contractor's management will provide reporting around adherence to the Service Level Agreement, response time on enquiries, and transportation issues at a minimum.

• Monthly check-in (May be a teleconference with the Contractor's Project Manager and GAC);

6.0 Service Level Agreement (SLA):

The Contractor must provide a Service Level Agreement (SLA) to be reviewed and accepted by GAC. The SLA is to be maintained for the duration of the contract. The SLA will note GAC's Key Performance Indicators (KPIs) within the Vendor Performance Measures stated below and outlined items including but not limited to the following topics.

- Response time to response to Urgent requests less than 24 hours as specified in the request.
- Response time to respond to Requested requests within one (1) calendar day response time.
- Response time to respond to the monthly Scheduled requests within three (3) calendar days.
- Pick-up and delivery times and standards for Scheduled, Requested and Urgent requests, as defined above. The Contractor's Driver is responsible for determining the fastest and safest route to the identified destination.
- The SLA must identify that the KPI standard for all the transportation services is a 5% late, and 5% damage policy on Material. Therefore, any lateness, or damage at the fault of the Contractor will be noted against the vendor performance measurement stated herein and within the Contract. Enforcement of the vendor performance measurement will identify the importance of minimizing delays, which could include:
 - In a month where cumulatively less than 90% of transportation standards are met (time, damage), the Contractor must provide an explanation of the root cause and identify the issues and implement a Service Improvement Plan to adjust over the next two-month period.
 - If there are no improvements over those two months following the month where under 90% of standards were met, the Contractor will be subject to a meeting with GAC, to discuss performance issues.
 - o If no improvement is shown, GAC may consider termination of the Contract.
- Monitoring by both parties on adherence to the standards established.
- Assurance of no damage of items while in the possession of the Contractor and the actions the Contractor will undertake in the event damage does occur including notification to GAC immediately.
- The SLA should also note how the Contractor will strive for continuous improvements to the Services.





Page 51 of/de 66

The SLA may be negotiated and discussed at a Kick-Off meeting to finalize and confirm GAC is in acceptance of all provisions of the SLA.

6.1 Vendor Performance Measures:

Vendor performance measures will be enacted based on the monitoring of KPIs on issues, including but not limited to transportation, reporting, and communication. The KPI for all transportation services of Material within the Contractor's possession is a 5% late and 5% damage policy.

Transportation issues may include topics such as late or damaged shipments regardless of the length of time delayed or how the Material is damaged

- Once transportation is reported late or Material damaged it will be considered under the vendor performance measures.
- Any damage of Material in the possession of the Contractor or lateness in the transportation services must be reported immediately to GAC.

7.0 Statement of Work Key Terms

Day(s) – for the purpose of this document refers to calendar days.

Departmental Official – is defined as a person authorized by the GAC Project Authority and responsible for the security of the Material in their custody. This term is used interchangeably with Diplomatic Courier.

Diplomatic Courier or Courier - is defined as a person authorized by the GAC Project Authority and responsible for the security of the Material in their custody. This term is used interchangeably with Departmental Official.

Diplomatic Courier Transportation Services or the "Services" – are services performed by the Contractor for the transportation of GAC's Diplomatic Courier and accompanying Material as specified within this Statement of Work.

GAC – Global Affairs Canada

GAC Office means either the Global Affairs Canada Office at the Lester B. Pearson building located at 125 Sussex Drive, Ottawa, ON or 2421 Lancaster Road, Ottawa, ON depending on the date of Service request.

KPI - Key Performance Indicator

Material – is the cargo being accompanied by the Diplomatic Courier, which may include but is not limited to bags, mail, crates, and skids.

NCR or National Capital Region – For the purposes of this Contract it is considered to be a 50 km radius from the GAC Office.

Outside NCR or Outside National Capital Region – For the purposes of this Contract it is considered to be 51 km to 80km from the GAC Office.

Requested – are the transportation services added in addition to the monthly schedule provided to the Contractor; with at least 24 hours' notice provided. These transportation services are





priced in accordance with the Basis of Payment.

Scheduled – are the transportation services defined within the monthly schedule provided to the Contractor and priced in accordance within the Basis of Payment.

Urgent - are the transportation services added in addition to the monthly schedule provided to the Contractor; with less than 24 hours' notice provided. These transportation services are priced in accordance with the Basis of Payment.

8.0 Reports and Communications

The Contractor is responsible for maintaining communication and reporting with GAC throughout the Contract as part of the Services through the routine reporting of past trips, services standards including reporting discrepancies, irregularities, issues and procedures noted within this Statement of Work.

For issues arising in transit (e.g. delayed pick-up/arrival, transportation issues, etc.) the Contractor's Driver must immediately inform the Contractor's Project Manager, who must immediately inform the GAC Project Authority by email of the issue and proposed resolution for GAC's approval.

The Contractor must provide a statement of account, on a monthly basis, clearly identifying for each service request – pick-up time/location, destination arrival time/location, wait time (chargeable and non-chargeable), and storage time. This is to be set up as a separate GAC account; the document must indicate the Contract number, and request identifier for reference purposes; and the Contractor must verify invoices presented against the Contract to ensure accuracy prior to issuance.

9.0 Language

The Contractor must provide a Project Manager and Drivers that are fluent in both official languages.

10.0 Meetings

As noted within section 6.0 Service Governance, the Contractor is responsible for attending meetings in accordance with public health policy and guidance and the Contract agreement. These meetings include the day-to-day requirement for communication with GAC relating to transportation service requests, on-going reviews, and monthly check-in meetings.

11.0 Constraints

In consideration of the sensitive nature of GAC's deliveries, the Contractor's deployed resources (Project Manager and Drivers) must possess citizenship in Canada and maintain valid Canadian passports and eligibility for ground crossing to and from US destinations.

The Contractor must meet the security requirements before the issuance of the Contract including:

- i. The Contractor must obtain and hold a valid security clearance at the Secret level for the duration of the contract;
- ii. The Contractor's Project Manager and Drivers must obtain and hold a valid security clearance at the Secret level for the duration of the contract;





Page 53 of/de 66

iii. The Contractor must provide the name and security clearance reference number of al individuals who will require access to classified or protected information, assets or sensitive work sites.

The Contractor must provide a minimum of two (2) Drivers with appropriately classed driver's licenses and clean driving records. The Contractor will have 120 days to ensure the Drivers have the required Ottawa MacDonald-Cartier International Airport Authority (OMCIAA)'s Restricted Area Identification Card (RAIC) and the Airside Vehicle Operating Permit (AVOP) from OMCIAA.

Where specified by the applicable airport authority, the Drivers must obtain any additional credential required for access to the airport's grounds/facilities. Any such requirements will be identified during the course of the work.

Pick-up and drop-off times may occur at any point within a 24-hour day.

Once deployed to a service request, the Contractor's vehicle must be used solely to transport Diplomatic Couriers and GAC's Material. No other materials or personnel are permitted.

12.0 Liability

The Contractor must ensure they comply with local laws in the performance of work and meet the financial security, insurance and liability concerns and considerations for this requirement, which include:

- i. Financial Security in the form of an irrevocable standby letter of credit in the amount of \$150,000.00 Canadian dollars.
- ii. Insurance The Contractor must obtain the insurance requirements stated within the Contract and maintain them in force throughout the duration of the Contract, in the amounts specified in the Contract. These insurances include Commercial General Liability Insurance, Automobile Liability Insurance, and All Risk Property in Transit Insurance.

13.0 Volumetric Data and Information

Historically the Diplomatic Courier Transportation Services have included the following volumes:

F.Y. 2017-18; 2,329 bags for a weight of 40,071 kg F.Y. 2018-19; 1,979 bags for a weight of 31,132 kg F.Y. 2019-20; 2,513 bags for a weight of 36,099 kg

The locations identified in this section are typical locations where GAC will primarily uses this Service. However, at GAC's option, the Contractor may be authorized to provide services to the other locations or GAC may elect to use alternative methods, at its sole discretion.

These volumes are historical, are subject to change and should not be used as an indication of future work.





14.0 Support by GAC

As required to support the conduct of the work, GAC will provide as part of the Contract:

- a contact unit;
- introductions to personnel;
- list of potential destinations and addresses;
- a letter to identify the Contractor is under contract with GAC, as required depending on the requested destination;
- Access to GAC's loading dock when authorized by GAC, noting that the unit will be moving during the course of the Contract;
- the Material for transport;
- the list of requested Scheduled transportation services for a one (1) month period, updated weekly;
- arrangements with airport officials and customs officials for Material tags.



Government Gouvernement of Canada du Canada Solicitation Number Numéro d'appel d'offres

21-187894

Page 55 of/de 66

ANNEX B – BASIS OF PAYMENT

Rates are all-inclusive with the exception of fuel surcharge and accommodation costs. All rates are in Canadian funds, Good and Services/Harmonized Tax (GST/HST) must be shown separately, if applicable.

GAC may conduct rate reviews prior to exercising any option years in the Contract to make any adjustments that GAC determines are warranted based on current conditions.

Table 1: Hourly Rate

The Hourly Rate may be applicable under the following conditions and will be prorated for less than one hour:

- a) Air Arrivals and Departures: As applied to the Basis of Payment (Schedule 1) and will include the four (4) hours prior to departure, 30 minutes post departure and 30 minutes prior to arrivals as stated in the Statement of Work.
- b) Where the Project Authority has requested that a Diplomatic Courier be at the designated airport prior to the four
 (4) hour period of the planned departure time, the hourly rate will apply for that period.
- c) Ground Transportation: As applied to the Basis of Payment (Schedule 1) and will include the Driver's time where the Driver is required to remain on-site, such as during an overnight stay as stated in the Statement of Work.

Year	Rate Per Hour	Estimated Number of hours	Total used for Evaluation $A \times B = C$					
	Α	В	С					
Year 1		40						
TBD								
Year 2		40						
TBD		0						
Year 3		40						
TBD		40						
Optional Year 4 TBD		40						
Optional Year 5		40						
TBD Optional Year 6								
		40						
TBD								
	Subtotal [Sum of "C" Years 1 to 3]							
	Subtotal [Sum of "C" Years 4 to 6]							
		Table 1 Total:						





21-187894

TABLE 2: PER KILOMETER RATE

Per Kilometer Rate is an all-inclusive rate (inclusive of Driver and vehicle, excluding fuel surcharge) to be applied to ground transportation in North America. The per kilometer rate is applied from the pick-up of a Diplomatic Courier at their residence, to the GAC Office to pick-up the Material, to the specified destination as instructed by the Project Authority, then to the return back to the GAC Office and returning a Diplomatic Courier to their residence. In such cases, GAC will attempt to provide advance notice of destination. The distance will be measured based on Google maps (most direct route) from the GAC Office and all residences are assumed to be in the NCR.

Year	Rate per Kilometer (Cargo Van)	Rate per Kilometer (3-ton truck)	Rate per Kilometer (5-ton truck)	Estimated Number of kilometers	Total used for Evaluation $((A \times 2) + B + C)$ $\times D = E$				
	A	В	С	D	Е				
Year 1				1500					
TBD									
Year 2 TBD				1500					
Year 3				1500					
TBD									
Optional Year 4 TBD				1500					
Optional Year 5				1500					
TBD Optional Year 6				1500					
	TBD Subtotal [Sum of "E" Years 1 to 3]								
			Subtotal [Sum o	of "E" Years 4 to 6]					
				Table 2 Total:					





TABLE 3: STORAGE FEE

Storage Fee is a standard fee to load and store diplomatic Material with a truck, either three (3) or five (5) ton, a day prior to a departure or after arrival when unloading the day(s) following arrival, as required and as instructed by the Project Authority. The rate is only applicable if and when the vehicle remains at the GAC Office. The Rate Per Day will be based on a 24-hour period and will be pro-rated to periods less than a day, with a minimum rate pro-rated to 8 hours.

Year	Rate Per Day	Estimated Number of Days	Total used for Evaluation $A \times B = C$
	А	В	С
Year 1 TBD		2	
Year 2 TBD		2	
Year 3 TBD		2	
Optional Year 4 TBD		2	
Optional Year 5 TBD		2	
Optional Year 6 TBD		2	
	Subtotal [Sum o	of "C" Years 1 to 3]	
	Subtotal [Sum o	of "C" Years 4 to 6] Table 3 Total:	





21-187894

TABLE 4: URGENT FEE

For trips identified as Urgent in the SOW, the base rates may be subject to additional fees as detailed in the table below. Bidder's must identify their additional fee (if any) that will be added to requests identified as Urgent in the SOW to the table below.

Year	Urgent Fee	Estimated Number of Trips	Total used for Evaluation $A \times B = C$				
	A	В	C				
Year 1		20					
TBD							
Year 2		20					
TBD							
Year 3		20					
TBD							
Optional Year 4		20					
TBD							
Optional Year 5		20					
TBD							
Optional Year 6		20					
TBD							
	Subtotal [Sum	of "C" Years 1 to 3]					
	Subtotal [Sum of "C" Years 4 to 6]						
		Table 4 Total:					

FOR EVALUATION PURPOSES ONLY:

Total evaluated price will be determined using the following calculations:

Table 1	Table 2	Table 3	Table 4	Total Evaluated Price = Table 1 + Table 2 + Table 3 + Table 4

Note: Bidders failing to fill out the rates for a specific category, by leaving an empty space, will be considered non-responsive.





21-187894

Page 59 of/de 66

FUEL SURCHARGE

Fuel Surcharges are to be invoiced in accordance with the following calculation: The baseline fuel price is set to \$0.95 per liter which will be equal to a 5% fuel surcharge. For every \$0.04 increase/decrease (or increment thereof) in the average monthly price of fuel, (see the Statistics Canada price indicator at

<u>https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000101</u>) the Contractor will implement a 1% increase/decrease to the fuel surcharge percentage. The fuel surcharge must be expressed as a percentage of the total transportation cost and shows as a separate line item on the firm's invoice.

ACCOMMODATION COSTS

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

Company Name

Signature

Name

Date



Page 60 of/de 66

ANNEX C – INSURANCE REQUIREMENTS

- 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:

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du Canada

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of Canada

- 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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.
- o. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.





21-187894

Page 61 of/de 66

- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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 other provinces and territories, send to:

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

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





Government Gouvernement du Canada

Solicitation Number Numéro d'appel d'offres

21-187894

Page 62 of/de 66

ANNEX D – SECURITY REQUIREMENTS CHECK LIST (SRCL)

Government Gouvernement		Cor	ntract Number / Numéro du cont	trat			
of Canada du Canada	21-187894						
		Security	Classification / Classification de Unclassified	sécurité			
			Unclassified				
	ECURITY REQUIREMEN	S DEL ATIVES À LA					
PART A - CONTRACT INFORMATION / PARTIE A			ECORITE (LVERS)				
1. Originating Government Department or Organization	on /	2. Branc	n or Directorate / Direction géné	rale ou Direction			
Ministère ou organisme gouvernemental d'origine	Globak Affairs Canada		AAGD				
 a) Subcontract Number / Numéro du contrat de sol 	us-traitance 3. b) Na	me and Address of Subc	ontractor / Nom et adresse du s	ous-traitant			
4. Brief Description of Work / Brève description du tra	vail						
Diplomatic Courier Transportation Services - Contract for	r transportation services have be	en required to transport Car	ada's diplomatic courier along with t	he diplomatic classified			
material and/or cargo.							
 a) Will the supplier require access to Controlled Go Le fournisseur aura-t-il accès à des marchandis 				✓ No Yes Non Oui			
5. b) Will the supplier require access to unclassified r		t to the provisions of the	Technical Data Control				
Regulations?	nintary technical data subjec		Technical Data Control	✓ Non Oui			
Le fournisseur aura-t-il accès à des données ter	chniques militaires non class	ifiées qui sont assujetties	aux dispositions du Règlement	t			
sur le contrôle des données techniques? 6. Indicate the type of access required / Indiquer le type	ne d'accès requis						
6. a) Will the supplier and its employees require acce			or accosto?	No Yes			
Le fournisseur ainsi que les employées auront-ils				✓ No Yes Non Oui			
(Specify the level of access using the chart in Q	uestion 7. c)						
 (Préciser le niveau d'accès en utilisant le tablea (6, b) Will the supplier and its employees (e.g. cleaner 			d access areas? No access to	No Yes			
PROTECTED and/or CLASSIFIED information of	or assets is permitted.			Non Oui			
Le fournisseur et ses employés (p. ex. nettoyeu			s d'accès restreintes? L'accès				
à des renseignements ou à des biens PROTÉG 6. c) Is this a commercial courier or delivery requirem				No Ves			
S'agit-il d'un contrat de messagerie ou de livrais				Non 🖌 Oui			
7. a) Indicate the type of information that the supplier	will be required to access /	Indiquer le type d'informa	tion auquel le fournisseur devra	a avoir accès			
Canada 🖌	NATO / OTAN	· 🗖	Foreign / Étranger	r 🔲 🗌			
7. b) Release restrictions / Restrictions relatives à la	l diffusion						
No release restrictions	All NATO countries		No release restrictions				
Aucune restriction relative	Tous les pays de l'OTAN		Aucune restriction relative à la diffusion				
Not releasable							
A ne pas diffuser		_					
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :				
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Pré	ciser le(s) pays :	Specify country(ies): / Précis	ser le(s) pays :			
7. c) Level of information / Niveau d'information							
PROTECTED A	NATO UNCLASSIFIED		PROTECTED A PROTÉGÉ A				
PROTÉGÉ A PROTECTED B	NATO NON CLASSIFIÉ NATO RESTRICTED		PROTECTED B				
PROTÉGÉ B	NATO DIFFUSION REST		PROTÉGÉ B				
	NATO CONFIDENTIAL		PROTECTED C				
	NATO CONFIDENTIEL		PROTÉGÉ C				
	NATO SECRET NATO SECRET		CONFIDENTIAL				
SECRET	COSMIC TOP SECRET		SECRET				
SECRET	COSMIC TRÈS SECRET		SECRET				
TOP SECRET			TOP SECRET				
TRÈS SECRET			TRÈS SECRET				
TRÈS SECRET (SIGINT)			TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)				
			THEO DECKET (DIONAT)				

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified

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RELIABILITY STATUS

TOP SECRET-SIGINT

TRÈS SECRET - SIGINT

Commentaires spéciaux :

If Yes, will unscreened personnel be escorted?

ACCÈS AUX EMPLACEMENTS

10. b) May unscreened personnel be used for portions of the work?

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

Dans l'affirmative, le personnel en question sera-t-il escorté?

11. b) Will the supplier be required to safeguard COMSEC information or assets?

renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

n he en electronic link between the cumplica's IT systems and the asy

COTE DE FIABILITÉ

SITE ACCESS

Special comments:

occur at the supplier's site or premises?

Solicitation Number Numéro d'appel d'offres

21-187894

TOP SECRET

TRÈS SECRET

COSMIC TOP SECRET COSMIC TRÈS SECRET

No

No

No

Non

No

Non

No

Non

No √

Non

No

Non

1

Non

√ Non Yes

Oui

Yes

Oui

Yes

Yes

Oui

Yes

Oui

Yes

Oui

Yes

Oui

Oui

Page 63 of/de 66

Governme of Canada		21-187894	i contrat
		Security Classification / Classificatio Unclassified	on de sécurité
PART A (continued) / PAR			
	ccess to PROTECTED and/or CLASSIF		VN0 Yes
		ns COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	Non Oui
If Yes, indicate the level of			
	er le niveau de sensibilité :		
	ccess to extremely sensitive INFOSEC i		Vo Yes
Le fournisseur aura-t-il ac	cès à des renseignements ou à des bier	ns INFOSEC de nature extrêmement délicate?	Non Oui
	Titre(s) abrégé(s) du matériel :		
Document Number / Num			
PART B - PERSONNEL (SU	JPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
a) Personnel security sci	reening level required / Niveau de contrô	ble de la sécurité du personnel reguis	

SECRET

SECRET

*Enhanced Reliability Status is required for personnel prior to accessing Protected C information/assets. JQ

NATO SECRET

NATO SECRET

CONFIDENTIAL

CONFIDENTIEL

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or

Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED

Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des

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

Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ

Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

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

Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?

NATO CONFIDENTIAL

NATO CONFIDENTIEL

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni

11.	e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
	Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence
	gouvemementale?

TBS/SCT 350-103(2004/12)

premises?

PRODUCTION

CLASSIFIÉS?

et/ou CLASSIFIÉ?

information or data?

Security Classification / Classification de sécurité Unclassified

Canada

Canada



21-187894

Page 64 of/de 66

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Government Gouvernement of Canada du Canada

Contract	Number /	Numéro	du	contrat

21-187894

Security Classification / Classification de sécurité Unclassified

PART C - (continued) / PARTIE C - (suite) For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

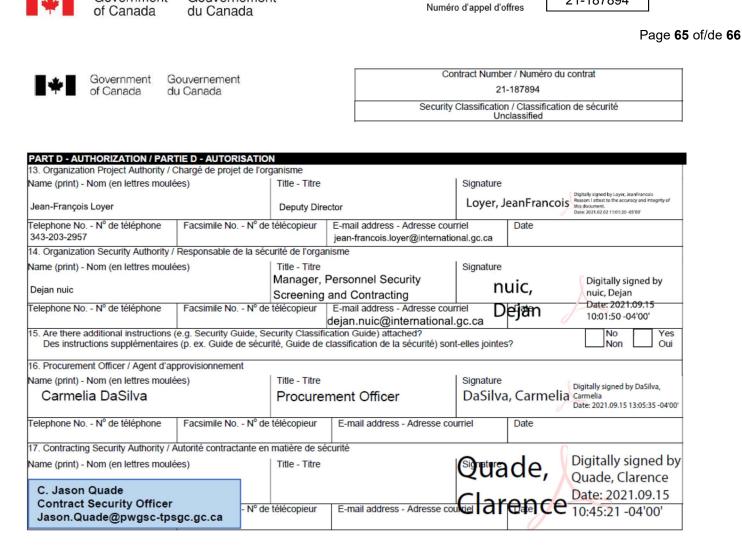
SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTECT			ASSIFIED ASSIFIÉ			NATO				COMS			COMSEC		
	A	в	c	CONFIDENTIAL	SECRET	TOP	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT			SECRET	TOP	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	в	c c	ONFIDENTIEL		TRES SECRET	
Information / Assets		1															
Renseignements / Biens Production	-	+	+					-			+				<u> </u>		
IT Media / Support TI		-	\vdash								\vdash						
IT Link / Lien électronique											1						
12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉ? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.																	
 b) Will the docu La documenta 														[✓ No Non		
If Yes, classif attachments (Dans l'affirma « Classificatio des pièces jo	e.g	e, cla de sé	CRE	T with Attach	ments). formulai	re en ind	iquant le niv	eau de sécu	rité dans	la case in	titul	ée					

Security Classification / Classification de sécurité Unclassified

Canadä





Solicitation Number

21-187894

Government

Gouvernement

Security Classification / Classification de sécurité Unclassified

Canadä

Canadä



21-187894

Page 66 of/de 66

ANNEX E – EXAMPLE OF MONTHLY SCHEDULE

	Mar-21									
Date	Day	Run	Airport	Flight	A/D Time	Courier	Load	Driver	Courier Pick up/Comments	
1	Monday		1			1	-	1		
2	Tuesday									
3	Wednesday									
4	Thursday	Spec Ad Hoc HQ-LIMA Supporting in YUL	By road to YUL	CMXXX	D/08:40	Courier X	1	Driver 1	Departure from 125 Sussex dr. @ 04:15	
5	Friday									
6	Saturday									
7	Sunday									
8	Monday									
9	Tuesday									
10	Wednesday									
11	Thursday									
12	Friday									
13	Saturday									
14	Sunday									
15	Monday									
16	Tuesday									
17	Wednesday									
18	Thursday									
19	Friday									
20	Saturday									
21	Sunday									
22	Monday									
23	Tuesday									
24	Wednesday									
25	Thursday									
26	Friday									
27	Saturday									
28	Sunday									
29	Monday									
30	Tuesday									
31	Wednesday									

