

Return Bids to:

Statistics Canada
Email: [statcan.macs bids-
smcsoumissions.statcan@statcan.gc.ca](mailto:statcan.macs bids-smcsoumissions.statcan@statcan.gc.ca)

Request for a Standing Offer

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

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

Comments

Instructions : See Herein

Issuing Office

Materiel and Contract Services
Corporate Support Services Division
Statistics Canada

150 Tunney's Pasture Driveway
Main Building
Ottawa, Ontario K1A 0T6

Title Medical Examination Center Hauling	
Solicitation No. J061516/A	Date 2022-07-29
Solicitation Closes At : 14:00 EDT On : 2022-09-08	Time Zone EDT
Delivery Required See Herein	
Address Enquiries to : Shuo Chen shuo.chen@statcan.gc.ca	
Telephone no. 343-573-8056	FAX no.
Destination – of Goods, Services, and Construction:	
Security N/A	
Vendor / Firm Name and Address Telephone no. – No de téléphone	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Signature : Date :	



REQUEST FOR STANDING OFFER (RFSO)

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 **General Information:** provides a general description of the requirement;
- Part 2 **Offeror Instructions:** provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 **Offer Preparation Instructions:** provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 **Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 **Certifications and Additional Information:** includes the certifications and additional information to be provided;
- Part 6 **Security, Financial and Insurance Requirements:** includes specific requirements that must be addressed by Offerors; and
- Part 7 **7A, Standing Offer, and 7B, Resulting Contract Clauses:**
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, and the Usage Report.

1.2 Summary

- 1.2.1 The purpose of this Request for Standing Offer (RFSO) is to award up to three (3) Standing Offers (SO) to transport two (2) sets of Mobile Examination Centers (MECs) across Canada. Each resulting SO has a two-year initial period until December 31, 2024, plus one (1) irrevocable option two-year period allowing Canada to extend the term of the SO.
- 1.2.2 The SOs persist for up to three (3) research cycles with each cycle lasting two (2) years, plus one (1) irrevocable option two-year period. It is expected that there will be fifty-one (51) trailer hauls per cycle.
- 1.2.3 As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to Section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- 1.2.4 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting Standing Offers.



- 1.2.5 All interested Offerors can compete, without having to confirm with the Standing Offer Authority before the published solicitation closing date.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for Standing Offers process. Offerors should make the request to the Standing Offer Authority within ten (10) working days of receipt of the results of the request for Standing Offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

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

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



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

Offers must be submitted by the **date, time and email address** indicated on page 1 of the Request for Standing Offers. Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to Statistics Canada will not be accepted.

2.3 Former Public Servant

a) Information Required

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

b) 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:

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

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



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

c) Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

Yes () No ()

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

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

By providing this information, Bidders agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental web sites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the [Guidelines on the Proactive Disclosure of Contracts](#) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

d) Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Offeror must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Request for Standing Offers

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



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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential Offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages Offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

- Section I: Technical Offer (1 soft copy submitted via electronic mail in a “pdf” format)
- Section II: Financial Offer (1 soft copy submitted via electronic mail in a “pdf” format)
- Section III: Certifications (1 soft copy submitted via electronic mail in a “pdf” format)

Prices must appear ONLY in the Section II: Financial Offer. No prices must be indicated in any other section of the offer.

Section I: Technical Offer

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

Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work. The technical offer should address clearly and in sufficient depth that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in this solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures and Basis of Selection, contains additional instructions that Offerors should consider when preparing their technical offers.

Section II: Financial Offer

Offerors must submit their financial offers in accordance with Financial Table detailed in the clause 4.3.2.

3.1.1 Electronic Payment of Invoices - Offer

Direct Deposit (Domestic and International) is encouraged to be accepted for payment of invoices, however, acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation

Mandatory Criteria

Offeror	Description of Mandatory Technical Criteria and Instructions for Bid Preparation	Proposal Page Number (to be completed by Offeror)
M1	<p>The Offeror must demonstrate they have five (5) years of experience providing transportation and logistical services of semi-trailers (53 ft or above).</p> <p>The following information must be provided to demonstrate the above requirement:</p> <ul style="list-style-type: none"> a) the date since the Offeror has been in operation; b) five (5) current or previous examples where clients can validate the Offeror’s experience in providing transportation and logistical services of semi-trailers (53 ft or above). Each example must include a description of the requirement, dates, method of transportation used, type of equipment transported, and client contact information. 	

4.3 Financial Evaluation

4.3.1 SACC Manual Clause

M0220T (2016-01-28) Evaluation of Price – Offer

4.3.2 Financial Table

Offerors submitting a financial offer must complete the following Financial Table. The financial offer must include all costs for the requirement described in this solicitation for the entire offer period, including any option periods. The all-inclusive rate must be inclusive of all payroll, overhead costs, administration disbursements (e.g. internal business services, invoicing, timesheets, travel coordination, reporting, and other ancillary services to administer the SO and any call-ups, etc.), profits, and any other costs required for the Offeror to complete the work under any resultant call-up of any awarded Standing Offer Agreement. Applicable taxes are extra. **Note: the all-inclusive rates must not be quoted as a range.**

Item	Services Description	Firm all-inclusive rate
Initial Period: Contract award to December 31, 2024		
A0	All-inclusive rate per mile for trailer hauling services (from origin to destination)	\$ / mile
B0	All-inclusive storage fee per trailer per day	\$ / day / trailer



C0	All-inclusive shunting service charge per trailer per driver	\$ / trailer / driver
Option 1 Period: January 1, 2025 to December 31, 2026		
A1	All-inclusive rate per mile for trailer hauling services (from origin to destination)	\$ / mile
B1	All-inclusive storage fee per trailer per day	\$ / day / trailer
C1	All-inclusive shunting service charge per trailer per driver	\$ / trailer / driver

Note: the rates for the same item category (i.e.: A, B, C) proposed for the option period must not be lower than the rates proposed in the initial period. Applicable taxes will be included in the resulting contract, but will not be used here for financial evaluation purpose.

The following formula will be used for financial evaluation purpose:

$$\text{Offeror's evaluated price} = 1,000 \text{ miles} \times (A0 + A1) \div 2 + 10 \text{ days} \times 3 \text{ trailers} \times (B0 + B1) \div 2$$

4.4 Basis of Selection

4.4.1 Lowest-Price Responsive Technical Proposal

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offers with **the top three (3) lowest evaluated prices** are recommended for issuance of Standing Offer.

4.4.2 Standing Offer Value Allocation

Canada intends to award up to three (3) Standing Offers as a result of offers representing Best Value, in order from highest ranked offer to the lowest one. Best Value will be defined as the lowest evaluated price.

Where there are less than three (3) responsive Offers, the Standing Offer(s) will be awarded to actual number of responsive Offerors accordingly.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-Contractor-program.html#s4>).

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



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that, if the Offeror is awarded a Standing Offer as a result of this solicitation, any call-up(s) against the Standing Offer can be insured in accordance with the Insurance Requirements specified in Annex C.

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



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report. The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to December 31, 2024.



7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one (1) additional 2-year period at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

7.4.3 Comprehensive Land Claims Agreements (CLCAs)

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

7.4.4 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Shuo Chen
Coordinator, Acquisitions and Contracts
Procurement, Systems and Controls Division
Statistics Canada
Address: 150 Tunney's Pasture, Ottawa, ON
Telephone: 343-573-8056
E-mail address: shuo.chen@statcan.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(identified at issuance of the Standing Offer)*

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



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

7.5.3 Offeror's Representative *(identified at issuance of the Standing Offer)*

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

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

7.8 Numbers of Standing Offers

A maximum of ____ Standing Offers will be issued. The Offeror(s) below are listed in order from the highest rank to the lowest rank.

(identified at issuance of the Standing Offer)

7.9 Call-up Allocation and Procedures

7.9.1 Call-up Allocation

Non-competitive Call-ups: the Project Authority can select any available Standing Offer that best meets its requirements as described in the related Call-up.

7.9.2 Call-up Procedures

- 1) Offerors will be contacted directly as described in 7.9.1 above.
- 2) The Project Authority (as applicable) will provide the Offeror with details of the work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- 3) The Offeror will prepare and submit a proposal for the work as required by the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in Annex B - Basis of Payment, a schedule indicating completion dates for major work activities and submission dates for deliverables / reports with supporting details. The proposal must be submitted to the Project Authority (as applicable) within three (3) working days of receiving the request, unless otherwise specified in writing by the Project Authority.
- 4) Failure by the Offeror to submit an Offer in accordance with the time frame specified above will be interpreted as the Offeror being unable to perform the services and will result in the



- setting aside of the offer. The Project Authority will then by-pass the Offeror and send the request to the next best-fit Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other methods.
- 5) Upon acceptance by the Project Authority of the Offeror's proposal for the services, the Offeror will be authorized by a Contracting Authority to proceed with the work through the issuance of a duly completed and signed Call-up against the Standing Offer.
 - 6) The Offeror must not commence work until the Call-up against the Standing Offer has been signed by the Contracting Authority. The Offeror acknowledges that any and all work performed in the absence of a Call-up against the Standing Offer signed by the Contracting Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

7.10 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using the duly completed forms as identified in paragraph 2 below:

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following form will be used:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

7.11 Limitation of Call-ups

Individual call-up against the Standing Offer must not exceed \$90,000.00 (applicable taxes and all expenses included).

7.12 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$1,000,000.00 (applicable taxes and all expenses included)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.13 Priority of Documents

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

- a) the Call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2022-01-28) General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010C](#) (2022-01-28) General conditions: Services (medium complexity);



- e) Annex A, Statement of Work (SOW);
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Usage Report; and
- i) the Offeror's offer dated _____ (*identified at issuance of the Standing Offer*)

7.14 Certifications and Additional Information

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

7.15 Applicable Laws

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

7.16 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory. Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support. If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

7.17 Price Adjustment - Petroleum Products

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

7.18 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.



7.19 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.



B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C](#) (2022-01-28) General conditions: Services (medium complexity), apply to and form part of the Contract.

7.3 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations in the call-up, the Contractor will be paid a firm price, as specified in Annex B – Basis of Payment. Customs duties are included and applicable taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

7.5.3 Method of Payment - Monthly Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the contract (call-up) 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 delivered has been accepted by Canada.

7.5.4 Electronic Payment of Invoices – Call-up

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



- Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

Invoices must be distributed as follows:

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- b) By submitting invoices the Contractor is certifying that the goods and services identified on the invoice have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

- c) Invoices must be distributed as follows:

One (1) electronic copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the contract. One (1) electronic copy must also be forwarded to the address below for certification and payment.

Email: financecounter@statcan.gc.ca

7.7 Insurance – Specific Requirements

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

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

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

7.8 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".



ANNEX A - STATEMENT OF WORK

SW 1 TITLE

Transportation Services for Mobile Examination Centers (MECs)

SW 2 BACKGROUND

Statistics Canada's Canadian Health Measures Survey (CHMS) is a national survey that conducts physical health measures testing and blood and urine sample collection for analysis from participating respondents. The survey collects data using two (2) alternating mobile examination centers that move across Canada visiting sixteen (16) different collection site locations over a period of two (2) calendar years.

Each Mobile Examination Center (MEC) is comprised of three (3) independent 16.2 meter (53 ft) trailers. Once the three trailers arrive on location, they are aligned, levelled, and connected by walkways to form the completed MEC.

There are a number of modifications to each trailer. The exterior modifications include windows, undercarriage compartments, generators, front and rear air conditioning units, and water holding tanks. The interior modifications include several rooms, electrical, plumbing, cabinetry, and interior furnishings. Each trailer contains equipment and/or machines which will be stowed and secured by the survey staff, but are still sensitive to movement. The Gross Vehicle Weight Rating (GVWR) of each trailer is less than 30,845 kg (68,000 lbs). No biological samples or biological hazards will be transported. The value of each trailer (from the manufacturer) is approx. \$650,000.00 (CAD). This includes the trailer, upgrades, walls, built-in cabinetry, sub-systems (generators and HVAC), plumbing, as well as the trailers' contents.

SW 3 OBJECTIVES

Statistics Canada requires transportation services to haul two (2) sets of MECs between cities across Canada over a 2-year cycle. During the initial 2-year Standing Offer (SO) period (from the SO award date), there is an estimated fifty-one (51) hauls required.

Statistics Canada seeks a company to provide tractors, drivers, and logistical support (including scheduling of each haul, selection of best and least costly route, annual inspections and repairs, as well as secure storage between collection sites). In addition, the trailers holding tanks must be provided with diesel fuel so that they can power the diesel generators and heating systems. A national network of transportation specialists is required to accomplish this objective.

SW 4 PROJECT REQUIREMENTS

SW4.1 Scope of Work

- Statistics Canada will provide the exact location and time for trailer drop off or pick-up a minimum of 3 weeks prior to the scheduled date;
- For every delivery, the drivers transporting the trailers will be met on site by a Statistics Canada Advance Arrangements Officer. The Advanced Arrangements Officer will indicate how and where the trailers need to be placed and will ensure the trailers are properly distanced and aligned; the cell phone number of the Advance Arrangements Officer will be provided to the Account Manager;
- Similarly, for every pickup, the drivers will be met on site by a Statistics Canada Advance Arrangements Officer. The Advanced Arrangements Officer will ensure the trailers are properly picked-up; the cell phone number of the Advance Arrangements Officer will be provided to the Account Manager;
- The trailers will be locked prior to transportation by the Advanced Arrangements Officer on site;



- Upon delivery or pick-up at the specified location, the driver must write up a delivery note to be signed by the Statistics Canada's Advanced Arrangements Officer for claims and billing;
- All delays in accordance with the pick-up or delivery schedule are to be communicated immediately to the Advanced Arrangements Officer; delays of more than 30 minutes, must be reported 48 hours in advance; if delays of 30 minutes or more are not communicated, any expenses arising from per diems, car rentals, flight modifications, and hotel charges for up to two Statistics Canada staff may be billed to the Contractor;
- The Contractor will be responsible for storing the trailers in a secure gated lot equipped with a camera system between collection sites (prior to delivery for the next specified site);
- While the trailers are in the Contractors possession (hauling or storage), the Contractor will be responsible for any damage to the exterior of the trailers, and any damage caused to the interior or to equipment within the trailer which resulted from damage to the exterior;
- Statistics Canada occasionally requires access to the trailers while in the hauler's possession. Therefore, the trailers should be accessible to Statistics Canada during storage upon request.

In addition to anticipated requirements, Statistics Canada will also have the need of additional services when required. These services include:

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

SW4.2 Constraints

- The three (3) trailers for each mobile center must all be picked up and delivered (based on pre-determined dates, times, and locations) within 30 minutes of each other, preferably the trailers arrive together as they need to be positioned in a particular order. Delays for pick-up or delivery may have a significant impact on Statistics Canada operations. Dates and times will be communicated to the Account Manager by a Statistics Canada staff member a minimum of three (3) weeks prior to hauling;
- Pick-up times (typically around 10:00 am - 2:00 pm local time) and delivery times (typically around 7:00 - 8:00 am local time) must be respected as per the task authorizations issues for each haul;
- To form a mobile center, the trailers must be placed in a specific configuration (i.e. the trailers need to be parked in a specific order, parallel side-by-side, 39" apart with a tolerance of 2" as a floating pedestrian walkway (pedway) will be connected between the trailers to form the mobile center; the Advanced Arrangement officer on site will provide direction and verify that this requirement has been met;
- At the point of delivery, the drivers are required to stay with the trailers until all the trailers have arrived and are positioned to the satisfaction of the Advance Arrangements Officer's;
- In between pick-up and delivery, the driver must remain with the trailer at all times (or the trailer must be situated in a secure gated lot equipped with a camera system) prior to delivery at the next specified site;
- All collection site transportation must remain in Canada during the haul. Only specific hauls requested by Statistics Canada that go to the United States may leave the country.

SW4.3 Mandatory Requirements

- The Contractor must be able to provide service to all listed locations; sub-contracting is permitted, but must be identified to the Advance Arrangements Officer forty-eight (48) hours prior to the haul and cannot exceed two (2) levels;
- Three (3) individual drivers must be present on-site to align and park the trailers; in some cases, this may take up to two (2) hours;



- Three (3) individual drivers must be present on-site to pick-up and haul the trailers at the end of site collection;
- Full air-ride equipped transport is required. The trailers are fitted with air-ride suspension, so the tractors must also be air-ride equipped;
- All drivers must have access to a direct communication method (i.e. cell phone, CB, etc.), and must always be in communication with the Account Manager. These drivers must also be able to communicate with each other;
- All drivers must have a valid driver’s license to perform work;
- To travel to the United States (if required), three (3) drivers must be eligible to enter into the United States and stay overnight;
- All drivers must speak and understand English or French.

SW4.4 Hauling Origins and Destinations

There is an estimated fifty-one (51) hauls during each 2-year survey collection period. The exact address for each site location will not be determined until three (3) weeks before the haul (the location will be provided earlier if possible).

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

The tentative schedules for both sets of MECs are as follows:

MEC 1

Depart

Kanata, ON (November 2022)
 Obetz OH USA (January 2023)
 Toronto, ON (March 2023)
 Halifax, NS (May 2023)
 Scarborough, ON (August 2023)
 Abbotsford, BC (November 2023)
 Calgary, AB (February 2024)
 Barrie, ON (May 2024)
 Laval, QC (August 2024)

Destination

Obetz, OH USA (November 2022)
 Toronto, ON (January 2023)
 Halifax, NS (March 2023)
 Scarborough, ON (June 2023)
 Abbotsford, BC (September 2023)
 Calgary, AB (December 2023)
 Barrie, ON (March 2024)
 Laval, QC (June 2024)
 Location to be determined (August 2024)

MEC2

Depart

Kanata, ON (September 2022)
 Obetz, OH (October 2022)
 Montreal, QC (January 2023)
 Swift Current, SK (April 2023)
 Prince George, BC (July 2023)
 Edmonton, AB (October 2023)
 Mississauga, ON (January 2024)
 Lambton County, ON (March 2024)
 Lac St-Jean, QC (June 2024)
 Sussex, NB (September 2024)

Destination

Obetz, OH USA (September 2022)
 Montreal, QC (November 2022)
 Swift Current, SK (February 2023)
 Prince George, BC (May 2023)
 Edmonton, AB (August 2023)
 Mississauga, ON (November 2023)
 Lambton County, ON (February 2024)
 Lac St-Jean, QC (April 2024)
 Sussex, NB (July 2024)
 Location to be determined (September 2024)

Note: The pairing of origin and destination locations are subject to change. For the option period, the locations of hauling have yet to be determined. These locations will be provided to the service provider(s) three (3) months in advance to the initial haul of the option cycle.



SW 5 OTHER TERMS AND CONDITIONS

SW5.1 Contractor's Obligations

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

- An Account Manager must be assigned to the project's account; the Account Manager will be the primary contact for Statistics Canada in all matters related to trailer transportation;
- The Account Manager must know where the trailers are located at all times, their approximate location, or where they are in transit;
- Statistics Canada will require the name, address, telephone and fax numbers, and e-mail address of the Account Manager upon awarding the contract; in the event of a change in account manager during the contract period, the new manager's contact details must be communicated in writing to both the Project Authority and Advanced Arrangements Officers within Statistics Canada.
- The Contractor must, when requested, provide fuel service while on route, or on site. On route fuel service is the preferred method as access to the diesel fuel tanks while on site is limited; on site fuel delivery will be used only if additional fuel is required during a site. Diesel fuel will be reimbursed at the price per litre, plus a 10% administrative charge. Diesel fuel charges must have an attached receipt from the fuel station that is initialed by the driver.

SW5.2 Language of Work

Drivers from each set of trailers must be able to communicate with each other, and with Statistics Canada's Advanced Arrangements Officer in English or French.

Statistics Canada's Advanced Arrangements Officers are able to communicate in both English and French.

SW5.3 Special Requirements

Any hauls requested to the United States will be arranged between the Contractor and Statistics Canada using Statistics Canada's Customs Broker.

SW5.4 Environmental considerations

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

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

SW 6 APPLICABLE DOCUMENTS AND GLOSSARY

SW6.1 Relevant Terms, Acronyms, and Glossaries

Account Manager

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



Advanced Arrangement Officer

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

Collection Site

A physical location where the three (3) individual trailers will be set up as a mobile center.

Collection Site Haul

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

Contractor

The contracting entity who is awarded the call-up.

Cycle

A complete survey collection period lasting 2 years and comprising 16 sites. The initial period is for Cycle 7 which is from Standing Offer award date to December 2024. Subsequent cycle will comprise of approximately the same number of destinations.

Hauler

Hauler can refer to either the contracting company and/or the driver of the tractor.

Mileage Calculation

All mileage shall be calculated using <http://www.uvl.ca>

Minimum Haul

A collection site haul of less than one-hundred (150) miles per trailer from collection site to collection site.

Project Authority

The delegated Statistics Canada employee who is responsible for ensuring that the contract requirements are being met. The name of this individual can be found on the final contract.

Relocation/Shunting Service

The additional unplanned service of pinning and repositioning the trailers while at a collection site (but outside of the collection site haul). This service is expected to require less than fifteen (15) miles of hauling per trailer, yet up to two (2) hours of drivers time per trailer. This service is required in extraordinary situations where the trailers have shifted after they were first set-up due to circumstances on site, improper leveling by Statistics Canada, or an accident while under the care of Statistics Canada.

Mobile Center/Trailer Set

One mobile center, which is comprised of three (3) trailers. A trailer set requires three (3) tractors with three (3) drivers to haul the set from one location to another with pick-up and delivery on specific days



and times. A mobile center is created when three (3) parked 53' trailers are placed side-by-side with a pedestrian walkway (pedway) connecting them. These trailers will be used to conduct the Canadian Health Measures Survey (CHMS). The drivers will be required to park the trailers in a specific way, and may require up to two (2) hours to accomplish this task per trailer.



ANNEX B - BASIS OF PAYMENT

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex A, to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

An invoice may include the following components:

Efforts of Services

Level of Services	Firm all-inclusive rate *
Initial Period: Contract award to December 31, 2024	
All-inclusive rate per mile for trailer hauling services (from origin to destination)	\$ / mile
All-inclusive storage fee per trailer per day	\$ / day / trailer
All-inclusive shunting service charge per trailer per driver	\$ / trailer / driver
Option 1 Period: January 1, 2025 to December 31, 2026	
All-inclusive rate per mile for trailer hauling services (from origin to destination)	\$ / mile
All-inclusive storage fee per trailer per day	\$ / day / trailer
All-inclusive shunting service charge per trailer per driver	\$ / trailer / driver

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

Fuel Cost

Diesel fuel for the trailers will be reimbursed, with no allowance for profit, at price per liter. Fuel receipt(s) must be provided.

Fuel Surcharge

Fuel surcharge is expressed as a percentage of the total transportation cost and shown as a separate item on the invoice. **It applies for hauling only, not for shunting services.** The Contractor is to invoice the fuel surcharge in accordance with the following calculation:

Fuel surcharge is the percentage will be determined before each hauling corresponding to the month of that hauling using the pre-determined surcharge rate as outlined by National Resources Canada found here: <https://www.nrcan.gc.ca/our-natural-resources/domestic-and-international-markets/transportation-fuel-prices/4593>.

Trailer repairs

If a trailer fails while in the hauler’s possession, the hauler must obtain an estimate of the cost to make the necessary repairs to the mechanical, safety systems or tires to complete the haul. If the estimated repair costs are less than **\$5,000.00** (before taxes), the hauler may authorize the necessary repairs immediately. The hauler account manager must notify the Statistics Canada Logistic Manager of the repairs completed. If the estimated repair costs exceed **\$5,000.01** (before taxes), the hauler Account Manager must contact STATCAN in order to get an approval before any repair can be performed. Upon presentation of receipts, repair costs will be reimbursed. In addition, reasonable and proper



accommodation and meal expenses incurred by the drivers will be reimbursed, at cost, without any allowance for overhead or profit, in accordance with the Treasury Board (TBS) Travel Directive found at: <https://www.njc-cnm.gc.ca/directive/d10/en>.

MTO Inspection Costs

MTO inspections will occur on an annual basis. The hauls which will include the inspections will be communicated with the service provider three (3) months in advance of the needed inspections. These inspections will be coordinated and completed by the service provider. The hauler must obtain an estimate of the cost to make the necessary repairs to the mechanical, safety systems or tires to complete the inspections. If the estimated repair costs are less than \$5,000.00 (before taxes), the hauler may authorize the necessary repairs immediately. The hauler account manager must notify the Statistics Canada Logistic Manager of the repairs completed. If the estimated repair costs exceed \$5,000.01 (before taxes), the hauler Account Manager must contact StatCan in order to get an approval before any repair can be performed. Upon presentation of receipts, repair costs and all associated inspection fees will be reimbursed. In addition, reasonable and proper accommodation and meal expenses incurred by the drivers will be reimbursed, at cost, without any allowance for overhead or profit, in accordance with the Treasury Board (TBS) Travel Directive found at: <https://www.njc-cnm.gc.ca/directive/d10/en>.



ANNEX C - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The 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.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subContractor.
 - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - r) Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:



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

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

Automobile Liability Insurance

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



ANNEX D - USAGE REPORT

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