



RETURN BIDS TO :
Canada Revenue Agency

Proposal to: Canada Revenue Agency

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

Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)

Bidder MUST identify below the name and title of the individual authorized to sign on behalf of the Bidder

Signature of authorized representative

Date (yyyy-mm-dd)

Name of authorized representative (print)

Title of authorized representative (print)

() _____

Telephone No.

() _____

Fax No.

E-mail address

REQUEST FOR PROPOSAL

Title Cartage Services for the Winnipeg Tax Centre ("WTC")	
Solicitation No. 1000460137	Date November 9, 2023
Solicitation closes on January 10, 2024 at 2:00 P.M.	Time zone EST Eastern Standard Time
Contracting Authority Name: Henrik Schwerdtfeger Address: 320 Queen St., 10th floor, Place de Ville, Tower A, Ottawa, Ontario K1A 0L5 E-mail address: Henrik.Schwerdtfeger@cra-arc.gc.ca	
Telephone No. (613) 608 6997	
Destination See herein	



Request for Proposal (RFP)

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

Title: Cartage Services for the Winnipeg Tax Centre (“WTC”)

Part 1 General Information

1.1 Introduction

The solicitation is divided into seven parts plus appendices 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 solicitation;
- Part 3 Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders;
- Appendix 1: Mandatory Criteria;
- Appendix 2: Financial Proposal;
- Part 7 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract;
- Annex A: STATEMENT OF WORK;
- Annex B: BASIS OF PAYMENT;
- Annex C: CONFIDENTIALITY CERTIFICATION;
- Annex D: SECURITY GUIDE – TRANSPORTATION SERVICES;



1.2 Summary

Notice of Proposed Procurement (NPP) for Cartage Services for the Winnipeg Tax Centre (“WTC”)

The Canada Revenue Agency (CRA) intends to enter into a contract with a single contractor for the provision of scheduled and unscheduled mail pick-up and delivery services for the Winnipeg Tax Centre of the Canada Revenue Agency.

The contract period will be from date of Contract award until March 31, 2025, with services commencing April 1, 2024.

The resultant contract will contain four additional one (1) year irrevocable options to extend the Contract period.

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The CRA will award one (1) Contract based on the selection methodology of Lowest Priced Responsive Proposal.

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

Questions must be directed in writing to the contracting authority via email: Henrik.Schwerdtfeger@cra-arc.gc.ca

Bids must be submitted by using the [Connect service](#) provided by the Canada Post Corporation. When responding, the proposal MUST be delivered to:

Canada Revenue Agency
Bid Receiving Unit
BRUg@cra-arc.gc.ca

Bids will not be accepted if emailed directly to this email address. This email address must be used to request that CRA open a Connect conversation (at least 6 business days prior to the closing date of the solicitation to guarantee a successful bid submission), as detailed in Standard Instructions 2003. Bidders must not use their own licensing agreement for Connect to initiate a Connect conversation with CRA.

The CRA reserves the right to negotiate with suppliers on any procurement.

There are security requirements associated with this requirement. For additional information, consult the bid solicitation document.

This requirement is subject to the Canada-Ukraine Free Trade Agreement (CUFTA) and Canadian Free Trade Agreement (CFTA), but **not** subject to the following trade agreements:



- Canada-Chile Free Trade Agreement (CCFTA); Annex Kbis-01.1- 4; Section B – Excluded Coverage; Part 1(V)
- Canada-Colombia Free Trade Agreement (CCoFTA); Annex 1401-4 Services Section B - Excluded Coverage; Part 1(V)
- Canada-Honduras Free Trade Agreement (CHFTA); Annex 17.4 Services; Section B – Excluded Coverage; Part 1(V)
- Canada-Korea Free Trade Agreement (CKFTA); Annex 14-E General Notes; 1(E)
- Canada-Panama Free Trade Agreement (CPaFTA); Annex 7 General Notes; Section 2
- Canada-Peru Free Trade Agreement (CPFTA); Annex 1401.1-4; Section B - Excluded Coverage; Part 1(V)
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP); Annex 15-A; Section G - 1(C)
- World Trade Organization – Agreement on Government Procurement (WTO-AGP); Appendix 1; Annex 7 General Notes; Section 5
- Comprehensive Economic and Trade Agreement (CETA); Annex 19-7 – General notes; Section 1(C)

All historical data provided by the CRA is purely for information purposes, and to assist Bidders in preparing their bids. This represents the best information currently available to the CRA; however, the CRA does not warrant or represent that this data is complete or free from errors. Additionally, the inclusion of this data in this solicitation does not represent a commitment that CRA's future purchases of Cartage Services for the Winnipeg Tax Centre will be consistent with this data.



Conditional Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (which can be found at <https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658>).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

Promoting Accessibility

The [Accessible Canada Act](#) (the Act) received Royal Assent on June 21, 2019, and came into force on July 11, 2019, with the goal of ensuring the full and equal participation of all persons, especially persons with disabilities, in society. This is to be achieved through the progressive realization of a Canada without barriers, on or before January 1, 2040, particularly by the identification, removal and prevention of barriers in federal jurisdiction in the following priority areas:

- employment;
- the built environment (buildings and public spaces);
- information and communication technologies;
- communication, other than information and communication technologies;
- the procurement of goods, services and facilities;
- the design and delivery of programs and services; and
- transportation.

The Canada Revenue Agency (CRA) is fully committed to the Act's goal of making Canada barrier-free by January 1, 2040. Following consultations with persons with disabilities, their caregivers, and CRA employees with disabilities concerning the accessibility barriers they have encountered with the CRA's service offerings, the CRA published its first-ever [Accessibility Plan](#). The plan outlines concrete actions that the CRA will take to identify, remove and prevent accessibility barriers across its programs and services over the next three years.



In keeping with the CRA's Accessibility Plan, and in order to comply with the Act, we are taking steps to procure accessible goods and services in support of the delivery of CRA programs and services. For example, the CRA has adopted the [accessibility requirements for information and communication technology \(ICT\) products and services](#) as outlined in the Harmonised European Standard EN 301 549 v3.1.2 (2021). Compliance with this standard must be demonstrated as part of all applicable CRA ICT solicitations and resulting contracts.

The CRA continues to explore ways to ensure all other goods and services procured are inclusive by design and accessible by default. As this initiative is intended to take place progressively, suppliers should anticipate that, over time, the accessibility requirements in the CRA's procurement contracts will evolve and may become more demanding.

Accessibility questions or concerns?

The CRA invites suppliers to identify any accessibility concerns with this solicitation document or any of the associated requirements. Please address your concerns to the contracting authority identified in this RFP.

1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"



TERM	DEFINITION
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

1.4 Debriefings

Bidders may request a debriefing on the results of the solicitation process. Bidders should make the request to the Contracting Authority within ten (10) business days of receipt of the results of the solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. In certain exceptional circumstances, a 30-day time frame may be applicable for filing a complaint with the Tribunal. More information can be obtained on the Tribunal's Web site (which can be found at www.citt-tcce.gc.ca) or by contacting the Registrar of the Tribunal at 613-990-2452. Reference: section 6 of the Canadian International Trade Tribunal Procurement Inquiry Regulations (S.O.R./93-602).

Also consult [Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms) (which can be found at <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>)



Part 2 Bidder Instructions

2.1 Mandatory Requirements

Wherever the words “shall”, “must” and “will” appear in this document or any related document forming a part hereof, the item being described is a mandatory requirement.

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

2.2 Standard Instructions, Clauses and Conditions A000T (2012-07-16)

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website which can be found at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of this solicitation and accept the clauses and conditions of the resulting contract.

The standard instructions and conditions 2003 (2022-03-29) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3005T	Status and Availability of Resources	2010-08-16
A3010T	Education and Experience	2010-08-16
A3015T	Certifications	2014-06-26

2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2022-03-29) are revised as follows.

Section 01 titled “Integrity provisions– bid”, is deleted in its entirety and replaced with the following:

Section 01 Integrity provisions– bid

1. The Supplier Integrity Directive (SID) dated November 3, 2021, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency’s website at <https://www.canada.ca/en/revenue->



[agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html](https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html).

2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:

- a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and
- b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Forms for the Integrity Regime](#).

4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:

- a. it has read and understands the SID (which can be found at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>)
- b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
- c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
- e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.



5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Section 02 titled "Procurement Business Number", is hereby deleted in its entirety and replaced with:

Section 02 Procurement Business Number

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <https://www.canada.ca/en/services/taxes/business-number.html>.

Section 03 titled "Standard instructions, clauses and conditions", "Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c.16)," is hereby deleted.

Section 05 titled "Submission of bids", paragraph 2d is deleted in its entirety and replaced with the following:

d. send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

Section 05 titled "Submission of bids" paragraph 4, delete "60 days" and replace with "(120) days".

Section 06, titled "Late bids", the reference to "PWGSC" is hereby deleted and replaced with "The CRA".

Section 07 titled "Delayed bids", all references to "PWGSC" are hereby deleted and replaced with "the CRA".

Section 08 titled "Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service" is deleted in its entirety and replaced with the following:

Section 08 Transmission by Connect

a. Bids must be submitted by using the Connect service (which can be found at <https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>) provided by the Canada Post Corporation.



- b. **To submit a bid using the Connect service, the Bidder must send as early as possible, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the Bid Receiving Unit requesting to open a Connect conversation. Requests to open a Connect conversation received after that time may not be answered. In the email, the Bidder must include the name and email address of all individuals who need to participate in the Connect conversation.**
- c. If the Bidder sends an email requesting a Connect conversation to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate a Connect conversation. The Connect conversation will create an email notification from the Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. The bid solicitation number should be identified in the Connect message field of all electronic transfers.
- e. It should be noted that the use of Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use 320 Queen St, Ottawa, ON K1A 1A2 in order to register for the Connect service.
- f. For bids transmitted by the Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the Connect service.
- g. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- h. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when requesting a conversation in Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the Connect system.
- i. A bid transmitted by the Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.



Section 12 titled “Rejection of bid”, delete subsections 1a and 1b in their entirety.

Section 20 titled “Further information”, paragraph 2 is hereby deleted and replaced with the following: Enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

Section 21 titled “Code of Conduct for Procurement-bid”, all references to “[Code of Conduct for Procurement](#)” are hereby deleted and replaced with CRA’s “[Supplier Code of Conduct for Procurement](#)”.

2.3 Submission of Proposals

When responding, the proposal MUST be delivered to the Bid Receiving Unit address indicated below by the time and date indicated on Page 1.

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency
Bid Receiving Unit
BRUg@cra-arc.gc.ca

Bids will not be accepted if emailed directly to this email address. This email address must be used to request that CRA open a Connect conversation, as detailed in Standard Instructions 2003. Bidders must not use their own licensing agreement for Connect to initiate a Connect conversation with CRA.

Bidders are hereby advised that the Bid Receiving Unit of CRA is available Monday to Friday inclusive, between the hours of 0830 and 1500 EST, excluding those days that the federal government observes as a holiday.

Due to the nature of this solicitation, electronic transmissions of a proposal by facsimile is not considered to be practical and therefore will not be accepted.

2.4 Communications - Solicitation Period SACC A0012T (2014-03-01)

All enquiries must be submitted to the Contracting Authority no later than seven calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws SACC A9070T (2014-06-26)

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

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

2.6 Terms and Conditions

By submitting a bid, the Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Work (SOW). Any modifications or conditional pricing by the Bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOW will render the bid non-responsive and the bid will receive no further consideration.



Part 3 Proposal Preparation Instructions

3.1 Bid – Number of Copies CRA MODA0055T (2007-11-30)

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

Section I: Technical Bid

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 to provide Cartage Services for the Winnipeg Tax Centre 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.

Section II: Financial

The bid's financial section should be submitted as a separate electronic document from the other bid sections. Bidders must submit their financial bid in accordance with the format outlined in Appendix 2: Financial Proposal.

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

3.2 Bid Format and Numbering System CRA MODA0054T (2007-11-30)

Canada requests that bidders use a numbering system corresponding to that of the bid solicitation.



Part 4 Evaluation and Selection

4.1 General

A committee composed of representatives of CRA will evaluate the proposals on behalf of the Agency. The services of independent consultants may be called upon to assist in the evaluation of, or in the validation of, specific aspects of the solution proposed. CRA reserves the right to engage any independent consultant, or use any Government resources, which it deems necessary to evaluate any proposal.

Proposals will be evaluated in accordance with the evaluation criteria identified in Appendix 1 and in conjunction with the Statement of Work (SOW). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of or knowledgeable about the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal.

The evaluation team will determine first if there are two or more bids with a valid PSIB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

4.2 Steps in the Evaluation Process

The selection process to determine the successful Bidder will be carried out as follows:

Notwithstanding Step 1 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 2 - Evaluation of Financial Proposals concurrently with Step 1. Should CRA elect to conduct Step 2 prior to the completion of Step 1, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory section until the completion of Step 1. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory section that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe



compliance in Step 1 despite the statement "All bids meeting the minimum thresholds in Step 1 will proceed to Step 2".

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria

All bids will be evaluated to determine if the mandatory requirements detailed in Appendix 1: Mandatory Criteria have been met. Only those bids meeting ALL mandatory requirements will then be evaluated in accordance with Step 2 below.

Step 2 – Evaluation of Financial Proposals

Only technically compliant bids meeting all of the requirements detailed in Step 1 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 2: Financial Proposal. Once the bid evaluation prices are determined under Step 2, the proposals will proceed to Step 3.

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 2: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

Step 3 – Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid with the lowest bid evaluation price will be recommended for award of a contract.

Step 4 – Conditions Precedent to Contract Award

The Bidder recommended for award of a Contract must meet the requirements provided in Part 5 "Certifications and Additional Information" and Part 6 "Security, Financial and Other Requirements" of this RFP, and Mandatory Technical Criterion M5 (Vehicle Inspection).

Step 5 – Contract Entry

The Bidder(s) with the highest ranked responsive bid and meeting all the requirements listed above will be recommended for award of a contract.



Part 5 Certifications and Additional Information

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

The Certifications listed at 5.1 must be completed and submitted with the bid. Failure to submit the Certifications listed at 5.1 will render the bid non-responsive and the bid will receive no further consideration.

5.1 Certifications Required To Be Submitted At Time of Bid Closing

5.1.1 Joint Venture Certification

Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

a. The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.

b. The name of the joint venture is: _____ (if applicable).

c. The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary):

d. The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary):

e. The effective date of formation of the joint venture is: _____

f. Each member of the joint venture has appointed and granted full authority to _____ (the "Lead Member") to act on behalf of all members as its



representative for the purposes of executing documentation relating to the solicitation and any resulting contract.

g. The joint venture is in effect as of the date of bid submission.

This Joint Venture Certification must be signed by each member of the joint venture.

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised.

The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.

Signature of an authorized representative of each member of the joint venture

(the Bidder is to add signatory lines as necessary):

_____	_____	_____	_____
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date

_____	_____	_____	_____
Signature of Duly Authorized Representative	Name of Individual (Please Print)	Legal Name of Business Entity	Date

5.1.2 Certification of requirements for the Conditional Set-aside for Indigenous Business

This procurement may be conditionally set aside under the federal government Procurement Strategy for Indigenous Business (PSIB). If the certification below is not provided by the Bidder, the bid will be evaluated as being from a non-Indigenous business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Eligibility for Indigenous procurement set aside](#) and [Procurement information for Indigenous business owners](#).

A bidder who submits, **under this program**, a bid or proposal in response to a solicitation must complete and submit this certification.

1.



- i. I, _____ (*Name of duly authorized representative of business*) hereby certify that _____ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business", which document I have read and understand.
- ii. The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for bidders in the Set-Aside Program for Indigenous Business."
- iii. The aforementioned business agrees to provide to ISC, immediately upon request, information to substantiate a subcontractor's compliance with this program.

2. Please check the applicable box:

- i. The aforementioned business is an Indigenous business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization, []
OR
- ii. The aforementioned business is a joint venture between 2 or more Indigenous businesses or an Indigenous business and a non-Indigenous business. []

3. The aforementioned business agrees to immediately furnish to ISC, such evidence as may be requested by ISC from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of ISC, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by ISC with respect to the certification.

4. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the program or failing to produce satisfactory evidence to ISC regarding the requirements of the program, may include:

- forfeiture of the bid deposit
- retention of the holdback
- disqualification of the business from participating in future contracts under the program
- termination of the contract

In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the program, ISC may engage another contractor to complete the performance of the contract and any additional costs incurred by ISC shall, upon the request of ISC, be borne by the aforementioned business.

5. Date _____

Signature _____

Title (duly authorized representative of business) _____



For (name of business) _____

5.2 Certifications Precedent to Contract Award and Associated Information

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non responsive and the bid will receive no further consideration.

5.2.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.2.2 Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid List" list available from [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

5.2.3 Former Public Servant CRA Mod A3025T 2014-06-26

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

Definitions:



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

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

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

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

Former Public Servant in Receipt of a Pension:

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

If so, the Bidder must provide the following information, for all 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.

Work Force Adjustment Directive:



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

YES () NO ()

If so, the Bidder must provide the following information:

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

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

5.2.4 Vendor Reporting Information

The following information should be provided to enable CRA compliance with paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.) and report payments made to contractors under applicable services contracts (including contracts involving a mix of goods and services) on a T1204 Government Service Contract Payments slip.

For the purpose of this clause:

“Legal Name” means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.

“Operating Name” means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.

The Bidder is requested to provide the following:

Legal Name: _____

Operating Name: _____

Address: _____



Payment/T1204 Address (if different) Payment address is same as above

City: _____

Province: _____

Postal Code: _____

Telephone: _____

Fax: _____

Type of Business (Select only one)

- Corporation Partnership Sole Proprietor Non-Profit Organization US or International Co.

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>. If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).

Goods and Services Tax (GST) Number: _____

Business Number (BN): _____

If a SIN number is being provided, the information will be requested by the Contracting Authority at time of contract award, with instructions on how to securely submit.

Social Insurance Number (SIN): _____

N/A Reason: _____

Note: If you select "N/A", then you must give a reason.

Date: _____



Name: _____

Signature: _____

(Signature of duly authorized representative of business)

Title: _____

(Title of duly authorized representative of business)

5.2.5 Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

Canada Revenue Agency

(Corporate Name of Recipient of this Submission)

for: _____ **XX** _____ – (**Contracting Officer to complete**)
(Name of Project and Solicitation Number)

in response to the call or request (hereinafter “call”) for bids made by:

Canada Revenue Agency

(Name of Tendering Authority)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____
(Corporate Legal Name of Bidder or Tenderer [hereinafter “Bidder”])

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - (a) has been requested to submit a bid in response to this call for bids;



(b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;

6. The Bidder discloses that **(check one of the following, as applicable)**:

a. the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;

b. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

7. In particular, without limiting the generality of paragraphs 6a or 6b above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

a. prices;

b. methods, factors or formulas used to calculate prices;

c. the intention or decision to submit, or not to submit, a bid; or

d. the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph 6b above;

8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph 6b above;

9. The terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph 6b above.

(Printed Name and Signature of Duly Authorized Agent of Bidder)

(Position Title)

(Date)



Part 6 Security, Financial and Other Requirements

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - a. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Model Contract;
 - b. the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Model Contract;
 - c. the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - d. the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Model Contract;
 - e. the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.



Appendices

Appendix 1: Mandatory Criteria

Evaluation Procedures

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory technical criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.



MANDATORY TECHNICAL CRITERIA:

Mandatory Technical Criteria (M)	Met	Not Met	Page #
<p>M1.</p> <p>The Bidder must clearly demonstrate that they have experience within the transportation business for a minimum of five years within the last six years from the date of bid closing.</p> <p>Upon request, CRA reserves the right to request reference information and contact information that can validate the demonstrated experience. Should discrepancies exist between the information submitted by the bidder and the information provided by the client contacts, the information provided by the client contacts will take precedence.</p>			
<p>M2.</p> <p>For all delivery services listed in the SOW (located in ANNEX A – 1: SCHEDULE), the Bidder must identify one primary vehicle and one back-up vehicle (other than the primary vehicle) that are licenced for the province of Manitoba and meet the vehicle requirements outlined in the SOW under vehicle requirements.</p> <p>To demonstrate compliance, the Bidder must provide the Vehicle Identification Number (VIN) and the Licence Plate Number for each proposed vehicle, and the delivery run (located in ANNEX A – 1: SCHEDULE) that each vehicle is supporting.</p> <p>The Bidder is requested to provide this information at time of bid closing. If this information is not provided at time of bid closing, it must be provided within five business days of a written request from the Contracting Authority. Failure to provide the requested information within the timeframe required will render the bid non-responsive and will receive no further consideration.</p>			



<p>M3.</p> <p>For all delivery services listed in the SOW (located in Annex A), the Bidder must identify three drivers: one primary driver and two backup drivers. (The two backup drivers must not be identical AND must be different from the primary driver).</p> <p>To demonstrate compliance, the Bidder must provide the full name of each proposed driver (primary driver and backup drivers) and the delivery run that each driver is supporting.</p> <p>The Bidder is requested to provide this information at time of bid closing. If this information is not provided at time of bid closing, it must be provided within five business days of a written request from the Contracting Authority. Failure to provide the requested information within the timeframe required will render the bid non-responsive and will receive no further consideration.</p>			
<p>M4.</p> <p>The Bidder’s proposal must include the Bidder’s corporate environmental policy statement.</p> <p>In order to demonstrate compliance with this criterion, the Bidder must include a copy of the Bidder’s existing environmental policy or a roadmap for the development and implementation of an environmental policy and include, at a minimum, timelines for this roadmap.</p> <p>The Bidder is requested to provide this information at time of bid closing. If this information is not provided at time of bid closing, it must be provided within five business days of a written request from the Contracting Authority. Failure to provide the requested information within the timeframe required will render the bid non-responsive and will receive no further consideration.</p>			



Mandatory Technical Criteria (M)	Met	Not Met	Page #
<p>M5. As a condition of Contract Award, it is mandatory that the vehicles identified in response to M2 meet the specifications and safety/quality standards indicated below.</p> <p>To demonstrate compliance, the Bidder must make the vehicles identified in response to M2 available to the CRA for inspection and approval (at a CRA determined site within the Winnipeg region), within five business days upon CRA's request.</p>			

Vehicle Inspection:

The following aspects of each proposed vehicles (including primary vehicle and back-up vehicle for each delivery run) identified in the proposal will be inspected:

Five Ton Vehicle:

- i. Review of the vehicle's Vehicle Identification Number (VIN) number to confirm that the vehicle identified in the proposal matches the vehicle that is being inspected;
- ii. Review of vehicle's box size and door opening dimensions in order to ensure that they meet the following minimum specifications:
 1. Box size (minimum dimensions): 288" long, 96" wide, and 99" high
 2. Door opening (minimum dimensions): 90" wide and 91" high
- iii. Inspection of the vehicle's deck to ensure compatibility with a 50" loading dock with dock leveller plate.
- iv. Inspection of the vehicle's cargo capability to hold 16 stacked mail cages of 87" in height, up to a total of 13,600 lbs.



- v. Inspection of the vehicle's brake lights and turn signals to ensure that they are operational;
- vi. Inspection of the vehicle's locking device to ensure that it meets the specification outlined in Annex A: Statement of Work;
- vii. Inspection of the vehicle's overall condition to ensure that there is no major damage to the body & cargo floor, such as holes in the floor or tears in the side wall, and that it meets basic safe operational standards;
- viii. Inspection of the vehicle's undercarriage to ensure that there are no obvious signs of major fluid leaks coming from the vehicle.
- ix. Inspection of the vehicle's box (floor / walls & ceiling) to ensure that all items and product are protected from water damage.

MET: _____

NOT MET: _____

Panel Van:

- i. Review of the vehicle's VIN number to confirm that the vehicle identified in the proposal matches the vehicle that is being inspected;
- ii. Review of vehicle's box size and door opening dimensions in order to ensure that they meet the following minimum specifications:
 - 1. Box size (minimum dimensions): 120" long, 84" wide, and 66" high
- iii. Inspection of the vehicle's brake lights and turn signals to ensure that they are operational;
- iv. Inspection of the vehicle's locking device to ensure that it meets the specification outlined in the Statement of Work;



- v. Inspection of the vehicle's overall condition to ensure that there is no major damage to the body & cargo floor, such as holes in the floor or tears in the side wall, and that it meets basic safe operational standards;
- vi. Inspection of the vehicle's undercarriage to ensure that there are no obvious signs of major fluid leaks coming from the vehicle.
- vii. Inspection of the vehicle's box (floor / walls & ceiling) to ensure that all items and product are protected from water damage.

MET: _____

NOT MET: _____

Car:

- i. Review of the vehicle's VIN number to confirm that the vehicle identified in the proposal matches the vehicle that is being inspected;
- ii. Inspection of the vehicle's brake lights and turn signals to ensure that they are operational;
- iii. Inspection of the vehicle's overall condition to ensure that there is no major damage to the body & cargo floor, such as holes in the floor or tears in the side wall, and that it meets basic safe operational standards;
- iv. Inspection of the vehicle's undercarriage to ensure that there are no obvious signs of major fluid leaks coming from the vehicle.

MET: _____

NOT MET: _____

Semi-Trailer:

- i. Review of the vehicle's VIN number to confirm that the vehicle identified in the proposal matches the vehicle that is being inspected;
- ii. Review of vehicle's box size and door opening dimensions in order to ensure that they meet the following minimum specifications:



1. Box size (minimum dimensions): 52' long, 107" wide (maximum), and 158" high (maximum),
 2. Door opening (minimum dimensions): 93" wide and 105" high
-
- iii. Inspection of the vehicle's deck to ensure compatibility with a 50" loading dock with dock leveller plate.
 - iv. Inspection of the vehicle's cargo capability to hold 52 stacked mail cages of 87" in height, up to a total of 44,200 lbs.
 - v. Inspection of the vehicle's brake lights and turn signals to ensure that they are operational;
 - vi. Inspection of the vehicle's locking device to ensure that it meets the specification outlined in the Statement of Work.
 - vii. Inspection of the vehicle's overall condition to ensure that there is no major damage to the body & cargo floor, such as holes in the floor or tears in the side wall, and that it meets basic safe operational standards;
 - viii. Inspection of the vehicle's undercarriage to ensure that there are no obvious signs of major fluid leaks coming from the vehicle.
 - ix. Inspection of the vehicle's box (floor / walls & ceiling) to ensure that all items and product are protected from water damage.

MET: _____

NOT MET: _____



Appendix 2: Financial Proposal

Bidders must quote an **all-inclusive fixed daily rate for all scheduled pick-up and delivery services** as outlined in Annex A: Statement of Work (Scheduled Run A.1.1, Scheduled Run A.1.2, Scheduled Run A.1.3, and Scheduled Run A.2.1, in Canadian funds. Customs duties are included and Applicable Taxes are extra.

Bidders must quote an **all-inclusive fixed hourly rate for unscheduled** (“as and when requested”) pick-up and delivery services by Car, Panel Van, Five Ton Vehicle (**1 Person**), Five Ton Vehicle (**2 Persons**), Five Ton Vehicle (**1 Person**, Pick-up and delivery of Protected A and B information) and Semi-Trailer (**1 Person**), as outlined in Annex A: Statement of Work, in Canadian funds. Customs duties are included and Applicable Taxes are extra.

Bidders must quote an **all-inclusive fixed daily, weekly, and monthly rate for Semi-Trailer Rental and Storage Services**, as outlined in Annex A: Statement of Work, in Canadian funds. Customs duties are included and Applicable Taxes are extra.

All rates must include all labour and material costs, fuel surcharge, administrative related fees, insurance costs, maintenance costs, and all other overhead costs including but not limited to any fees or other charges required by law, and insurance, in Canadian funds. Customs duties are included and Applicable Taxes are extra, for each run listed below.

No overtime premiums will be paid on scheduled or unscheduled run(s).

The rates must include any travel time factor and are based from time of drop-off that concludes the service, calculated to the nearest fifteen (15) minute interval, if applicable, using the most direct route between the points indicated with no stopover.

No allowance for lateness will be given. The CRA reserves the right to cancel the trip, if the driver arrives late.

All estimates provided in the table below are to be used for evaluation purposes only.

The sum of all evaluated cost will be used to determine the total **bid evaluation price**.



Scheduled Pick-up and Delivery Services
(refer to Annex A – 1: Schedule)

Item No.	Description	Estimated annual usage per year (days)	Daily Rate	Evaluated Cost
1	Scheduled Run A.1.1	250	\$____(A)	\$ <u>(250xA)</u> (N)
2	Scheduled Run A.1.2	250	\$____(B)	\$ <u>(250xB)</u> (O)
3	Scheduled Run A.1.3	250	\$____(C)	\$ <u>(250xC)</u> (P)
4	Scheduled Run A.2.1	250	\$____(D)	\$ <u>(250xD)</u> (Q)

Unscheduled (“As and When Requested”) Pick-up and Delivery Services
(refer to Annex A – 1: Schedule)

Item No.	Description	Estimated annual usage per year (hours)	Hourly Rate	Evaluated Cost
1	Car	40	\$____(E)	\$ <u>(40xE)</u> (R)
2	Panel Van	10	\$____(F)	\$ <u>(10xF)</u> (S)
3	Five Ton Vehicle (1 Person)	410	\$____(G)	\$ <u>(410xG)</u> (T)
4	Five Ton Vehicle (2 Persons)	125	\$____(H)	\$ <u>(125xH)</u> (U)
5	Five Ton Vehicle (1 Person , Pick-up and delivery of Protected A and B information)	100	\$____(I)	\$ <u>(100xI)</u> (V)
6	Semi-Trailer (1 Person)	115	\$____(J)	\$ <u>(115xJ)</u> (W)



**Unscheduled ("As and When Requested") Semi-Trailer Rental and Storage Services
(refer to Annex A – 1: Schedule)**

Item No.	Description	Estimated annual usage per year	Rate	Evaluated Cost
1	Semi-Trailer Rental and Storage Services	24 days	\$_____/day (K)	\$ <u>(24xK)</u> (X)
2	Semi-Trailer Rental and Storage Services	26 weeks	\$_____/week (L)	\$ <u>(26xL)</u> (Y)
3	Semi-Trailer Rental and Storage Services	41 months	\$_____/month (M)	\$ <u>(41xM)</u> (Z)

Total evaluation cost for Cartage Services for the Winnipeg Tax Centre (Bid Evaluation Price)	(N) + (O) + (P) + (Q) + (R) + (S) + (T) + (U) + (V) + (W) + (X) + (Y) + (Z)
--	---



Part 7 Model Contract

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

The following clauses and conditions apply to and form part of any contract resulting from the solicitation.

7.1 Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of the contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clauses:

- a. Standard Clauses and Conditions; and
- b. Security Requirements.

7.2 Agency Restructuring

In cases where the Contracting Authority's department or agency is being reconfigured, absorbed by another government department or agency, or disbanded entirely, the Commissioner may, by giving notice to the Contractor, designate another Contracting Authority for all or part of the Contract.

7.3 Requirement

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract

7.3.1 Period of Contract

The period of the Contract is from date of contract award to **March 31, 2025** inclusive.

7.3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four additional one year 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.

The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise an option at any time before the expiry of the Contract by sending a written notice to the Contractor.



7.3.3 Option to Purchase Additional Quantities of the Goods, Services or Both

The Contractor grants to Canada the irrevocable option to acquire the additional quantities of the goods, services or both described at Annex A: Statement of Work of the Contract under the same terms and conditions and at the prices and/or rates stated in the Contract.

The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise an option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.4 Standard Clauses and Conditions SACC A0000C (2012-07-16)

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website which can be found at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C Or A2001C	Foreign Nationals (Canadian Contractor) Foreign Nationals (Foreign Contractor)	2006-06-16 2006-06-16
A9065C	Identification Badge	2006-06-16
A9068C	Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16
C0711C	Time Verification	2008-05-12
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

7.5 General Conditions

2035 (2022-12-01) General Conditions – Higher Complexity - Services, apply to and form part of the Contract.



Section 01 titled "Interpretation" the definition of "Canada", "Crown", "His Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Commissioner of the Canada Revenue Agency (CRA) and any other person duly authorized to act on behalf of the Commissioner.

Section 02 titled "Standard clauses and conditions" is hereby amended to delete the phrase "Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16," The remainder of Section 02 remains unchanged.

Section 16 titled "Payment period" does not apply to payment made by credit cards.

Section 17 titled "Interest on overdue accounts" does not apply to payment made by credit cards.

Section 22 titled "Confidentiality",

Subsection 5 is hereby amended to delete "Public Works and Government Services (PWGSC)" and insert "Canada Revenue Agency (CRA)".

Subsection 6 is hereby amended to delete "PWGSC Industrial Security Manual and its supplements", and insert "Security Requirements for the Protection of Sensitive Information issued by the CRA, Security Branch".

The remainder of Section 22 remains unchanged.

Section 30 titled "Termination for convenience" subsection 2.b is hereby amended to delete "in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts,".

Section 41 titled "Integrity provisions - contract" is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency's website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive-2.html>.

Section 45 titled "Code of Conduct for Procurement—Contract" is hereby deleted in its entirety and replaced with:

The Contractor agrees to comply with the CRA [Supplier Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract.



7.6 Security Requirements

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

The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security Branch of the Canada Revenue Agency (CRA) or granted/approved by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).

The Contractor must not remove any Protected information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.

The Contractor must comply with the Security Instructions (see Annex D: Security Guide – Transportation Services) of the contract and the provisions of the Security Requirements for Protection of Sensitive Information issued by CRA, Security Branch. These may be viewed at: [Security Requirements](#).

7.7 Authorities

7.7.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Henrik Schwerdtfeger

Telephone Number: 613-608 6997

E-mail address: Henrik.Schwerdtfeger@cra-arc.gc.ca

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

7.7.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:



Fax Number:

E-mail Address:

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

7.7.3 Contractor's Representative

To be completed at the time of Contract award.

Name:

Address:

Telephone Number:

Fax Number:

E-mail Address:

7.8 Contractor Identification Protocol

The Contractor must be responsible for ensuring that each of its employees, officers, directors, agents, and subcontractors (hereinafter referred to as "Contractor Representative") complies with the following self-identification requirements:

A Contractor Representative who attends a Government of Canada meeting whether internal or external must identify themselves as being a representative of the Contractor prior to the commencement of the meeting to ensure that each meeting participant is aware of the fact that the individual is not a government employee;

During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and

If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify themselves as a non-government employee in all electronic mail in the signature block as well as under "Properties".

This identification protocol must also be used in all other correspondence, communication and documentation.



7.9 Travel and Living Expenses

The CRA will not cover any travel and living expenses.

7.10 Delivery

Deliverables must be received by the Project Authority at the place and time specified herein.

7.11 Work Location

The work location will be at the following CRA premises:

Please refer to the Statement of Work in Annex A.

7.12 Task Authorization Process

The Work or a portion of the Work performed under the Contract will be performed on an as-and-when-requested basis and initiated using a Task Authorization (TA). The Work must be completed in accordance with the description of the Work defined in Annex A: Statement of Work and the TA.

The Contractor shall not commence any Work described in the Contract until the Contractor receives authorization from the CRA to proceed with the Work.

The CRA will authorize the Work or a portion of the work with the Contractor by submitting a Task Authorization(TA), as defined in Annex A: Statement of Work.

The Contractor must receive, confirm, and process orders as defined in Annex A: Statement of Work.

The CRA reserves the right to cancel any TA within one business day of the time that the TA was issued, or as soon as the CRA becomes aware of the need to cancel an order, or within a mutually agreed upon timeline.

7.13 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.14 Limitation of Expenditure - Cumulative Total of all Task Authorizations

Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (amount to be inserted at contract award). Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by



the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

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

7.15 Inspection and Acceptance

All deliverables under the Contract shall be subject to inspection and acceptance by the Project Authority at destination.

7.16 Basis of Payment

The Contractor will be paid firm, all inclusive rates for the services described at Annex A: Statement of Work, in accordance with Annex B: Basis of Payment.

7.17 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows: One copy must be forwarded to the Project Authority for certification and payment.

7.18 Payment Process

At Canada's discretion the Contractor will be paid using direct deposit, credit card or cheque.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto, to one of the other payment methods stated above. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend the Contract if the payment method is changed.

It is the sole responsibility of the Contractor to ensure that their organization is entitled to receive payment from the Government of Canada.



7.18.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2022-12-01) forming part of the Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc231.html>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2022-12-01) forming part of the Contract will not apply, until the Contractor corrects the matter.

7.18.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2022-12-01) forming part of the Contract.

The CRA Acquisition Card is currently a MasterCard provided by National Bank of Canada. At any time during the period of the Contract, including any exercised option period(s), the CRA reserves the right to change its acquisition card type or provider.

7.18.3 Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein.

7.19 Certifications

The continuous compliance with the certifications provided by the Contractor and the ongoing cooperation in providing associated information are conditions of the Contract and are subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification, fails to provide the associated information, or it is determined that any certification



made by the Contractor 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.

7.19.1 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.

7.20 Confidentiality Document

The Contractor, as a person engaged by or on behalf of His Majesty the King in right of Canada must sign the certification appearing in Annex C stating that the Contractor has read Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available (which can be found at <http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> and <http://laws-lois.justice.gc.ca/eng/acts/e-15/>).

The Contractor will use the services of any persons it requires in order to carry out its responsibilities under the Contract. If the Contractor employs such persons or contracts for their services, the Contractor will also pay their remuneration and all related expenses. The Contractor will also engage such persons whose services are to be utilized, on behalf of His Majesty the King in right of Canada, for the purposes of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act. Each person so engaged will be required by the Contractor, as a pre-condition to assisting the Contractor in carrying out its responsibilities under the Contract, to sign the certification appearing in Annex C attached hereto, stating that they have read the provisions of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that they are subject to such provisions.

The Contractor must provide copies of all executed acknowledgement documents to the Contracting Authority designated herein prior to any work commencing under the Contract.

7.21 Joint Venture (NOTE to bidders: to be deleted at contract award if not applicable)

If the Contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Contract.



In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract Amendments, may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).

The Contractor shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after Contract Award. Any change in the membership of a contractual joint venture after Contract Award without the prior written approval of the Contracting Authority shall be deemed to be default under the Contract.

The joint venture represents and warrants that it has appointed and granted full authority to [\(name to be inserted at Contract Award\)](#), the "Lead Member", to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract, including but not limited to Contract Amendments and Task Authorizations.

In the event of a contractual joint venture, all payments due and owing to the joint venture shall be made by the Canada Revenue Agency to the Lead Member of the joint venture. Any such payment to the Lead Member of the joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture.

By giving notice to the Lead Member the Canada Revenue Agency will be deemed to have given notice to all the members of the joint venture.

7.22 Proactive Disclosure of Contracts with Former Public Servants CRA Mod A3025C 2013-03-21

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.

7.23 Applicable Laws SACC A9070C (2014-06-26)

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



7.24 Priority of Documents SACC A9140C (2007-05-25)

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.

1. the Articles of Agreement;
2. the general conditions (2035 (2022-12-01) General Conditions - Higher Complexity – Services);
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. Annex C: Confidentiality Certifications (*if applicable*);
6. Annex D: *Security Guide – Transportation Services*;
7. The Contractor's proposal dated (*insert date of bid*), as amended on (*insert date(s) of amendment(s), if applicable*).

7.25 Training and Familiarization of Contractor Personnel

7.25.1 Training of Contractor Personnel

Any training required by a new or replacement resource will be the responsibility of the Contractor, including training the resource for newly implemented software. The Contractor will assume all associated costs, including training pertaining to familiarization during the start-up of the Contract and Contract period for staff replacements. Training of the resource during the start-up period must take place without a reduction in service level. Time spent on such training will not be billed to, nor paid by, CRA.

7.25.2 Familiarization Period

Prior to the completion of the Contract, it may be necessary for another resource to undertake a period of familiarization and training before the completion date. The Contractor will be required to familiarize the incoming resource according to the process described above or through the use of another approach negotiated with and acceptable to CRA.

7.26 Alternative Dispute Resolution

NEGOTIATION FOLLOWED BY MANDATORY MEDIATION, THEN, IF NECESSARY BY ARBITRATION OR LITIGATION



The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to the contract or any breach thereof.

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled with a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.

All defences based on the passage of time shall be tolled pending the termination of the mediation.

7.26.1 Office of the Procurement Ombudsman (OPO)

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](#).

7.26.2 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](#).

7.27 Indigenous Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the [Eligibility for Indigenous procurement set aside](#) requirements.

2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting



Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.

3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

7.28 Notification of Cyber Security Events

1. The Contractor shall provide written notice immediately upon discovery of a cyber security incident, breach, compromise, attack or cyber threat including without limitation: any activities that result in an adverse effect such as damage, disruption, unauthorized access to the Contractor's information technology system (the "IT System"), network, infrastructure, or data; malicious disruption or denial of service, (the "Cyber Incident").

The written notice shall be provided to the following:

- a. the Contracting Authority;
 - b. the CRA Cyber Security Operations Centre (CSOC) at cyberincident@cra-arc.gc.ca;
and
 - c. the Canadian Centre for Cyber Security (CCCS) at cyberIncident@cyber.gc.ca.
2. The written notice shall include the following information about the Cyber Incident as soon as the information becomes available to the Contractor:
 - a. the date and time of the Cyber Incident;
 - b. the nature of the Cyber Incident;
 - c. identification of the compromised elements of IT Systems, network, data and infrastructure;
 - d. a statement as to the success of the Cyber Incident;
 - e. the extent of known or probable compromise to CRA information involved in the Cyber Incident;
 - f. the actions the Contractor is taking or will take to contain the Cyber Incident and limit further impact caused by the Cyber Incident including timeframes for implementing such actions;
 - g. a description of any information which was or may have been accessed or compromised as such information may impact or will impact the CRA; and
 - h. any further or other information as may be reasonably requested by the CRA to assist the CRA in ensuring the security of its IT Systems, network, infrastructure, and data.



3. The Contractor must provide the CRA with ongoing updates on the status of the Cyber Incident as such may impact CRA including without limitation its IT Systems, network, infrastructure or data until such time as the vulnerabilities have been remedied and must provide such further and other information regarding the Cyber Incident(s) as may be reasonably requested by the CRA.
4. The information provided by the Contractor to the CRA under this section must be treated as confidential information by the CRA and will be disclosed only to those CRA employees and contractors as may be reasonably necessary to ensure the protection of the CRA's IT Systems, network, infrastructure, or data, and to the Canadian Centre for Cyber Security.
5. Failure to provide notice to the CRA under this section may, in the CRA's sole discretion, result in termination of this Agreement in accordance with General Conditions "Default by the Contractor".



Annexes

The following Annexes apply to and form part of the Contract:

Annex A: Statement of Work

Annex B: Basis of Payment

Annex C: Confidentiality: Canada Revenue Agency Acts

Annex D: Security Guide – Transportation Services



Annex A: Statement of Work

1.0 TITLE

Cartage Services for the Winnipeg Tax Centre (“WTC”)

2.0 OBJECTIVE

Provision of **scheduled** and **unscheduled** pick-up and delivery services for the Canada Revenue Agency (“CRA”)

3.0 SCOPE OF WORK

The CRA requires **scheduled** (daily and bi-weekly, excluding Statutory Holidays) and **unscheduled** (“as and when requested”) pick-up and delivery services from the Canada Post Corporation (“CPC”) located at 1870 Wellington Avenue, Winnipeg, MB, to various CRA sites (listed below) and between CRA sites, of items that will include, but are not limited to:

- Canada Post Corporation (“CPC”) mail cages;
- Incoming and outgoing mail, including Print to Mail Operations output;
- Forms (raw material);
- Parcels;
- Pallets (skids) of paper;
- Pallets (skids) of envelopes;
- Surplus furniture;
- Miscellaneous materials on pallets (skids);
- Tax files and tax return cheques (Protected A and B Information);
- Protected A & B information;
- Other recycling material (e.g. cardboard and printed material) transportation; and
- Scrap metal.

A separate run will be required for Protected A and B and other recycling transportation.

The CRA sites include, but are not limited to the following:

- Winnipeg Tax Centre (“WTC”) at 66 Stapon Road, R3C 3M2
- Prairie Regional Office (“PRO”) at 360 Main Street, R3C 2W2
- National Forms Distribution Centre (“NFDC”) at 125 Fennell Street, R3T 0M6
- Cascades Recovery Inc. at 100 Omands Creek Boulevard, R2R 1V7



Please refer to Annex A-1 for more details regarding scheduled and unscheduled runs.

4.0 REQUIREMENTS

4.1 General Requirements

The Contractor must provide the transportation services detailed herein, and may only transport items and products that have been requested by the CRA based on the schedule under Annex A-1 or on an “as and when requested” basis. The pick-up and delivery times shown in Annex A-1 must be adhered to.

The Contractor must ensure that all drivers read and agree to the instructions outlined in the SECURITY GUIDE – TRANSPORT OF PROTECTED INFORMATION.

The Contractor must ensure that all vehicles, including replacement vehicles, utilized under this contract, meet the vehicle requirements outlined in the vehicle requirements section (below) and have been inspected and approved by the CRA.

The Contractor must ensure that a replacement vehicle is available at all times in case of a problem with the primary vehicle.

In the event of a vehicle breakdown, the Contractor must immediately notify the CRA and use the back-up vehicle to provide the requested within two hours of notification of the CRA Contact.

Prior commencing any pick-up and delivery services for the CRA, the Contractor must obtain written approval from the Contracting Authority that all security requirements have been met and that all applicable Confidentiality documents (Annex C) have been signed. (The names of the approved drivers will be provided to the Canada Post Corporation).

If the Contractor wishes to request a change to the list of approved drivers, the Contractor must contact the Project and Contracting Authority.

If the regularly scheduled driver is unavailable and a staffing change occurs, an approved replacement driver must provide the requested services. The Contractor must immediately notify the CRA Contact by email and provide the name of the replacement driver.

The Contractor must ensure that driver turnover is kept to a minimum in order to maintain the existing schedule.

When lost, stolen, misplaced or damaged items and products, or signs of tampering are noticed, the Contractor must ensure that the CRA Contact is immediately notified. A written incident report must be submitted within 48 hours of such an event, detailing, at minimum, the event and actions taken.



4.2 Vehicle Requirements

Vehicle(s) must be in good repair and be of a class and type to perform the services required (refer to Annex A-1).

All vehicles utilized under this contract must be maintained in a clean and mechanically safe condition.

The vehicles must meet the following specifications:

4.3 Five-Ton Vehicle:

1. Box size (minimum dimensions): 288" long, 96" wide, and 99" high.
2. Door opening (minimum dimensions): 90" wide and 91" high.
3. Vehicle's bed/deck height to be compatible with a 50" loading dock with dock leveller plate.
4. Vehicle's cargo capability to hold 16 stacked mail cages of 87" in height, up to a total of 13,600 lbs, if required.

4.4 Panel Van:

1. Box size (minimum dimensions): 120" long, 84" wide and 66" high.

4.5 Semi-Trailer and Storage Facility:

4.5.1 Semi-Trailer:

1. Dry Van – 52' long, up to a maximum of 107" wide, and up to a maximum of 158" high.
2. Door opening (minimum dimensions): 93" and 105" high.
3. Vehicle's bed/deck height to be compatible with a 50" loading dock with dock leveller plate.
4. Vehicle's cargo capability to hold 52 stacked mail cages of 87" in height, up to a total of 44,200 lbs, if required.

4.5.2 Storage Facility:

1. Minimum square footage: 8' x 50' for a total of 400 square feet (Minimum height: 105")
2. Door opening (minimum dimensions): 93" and 105" high

All vehicles provided under this contract will be inspected to ensure they meet the above specifications. A vehicle failing to meet all of the above requirements will be rejected.



4.6 Driver Requirements / Tasks

The Contractor must ensure that the driver picks up and delivers items and product as defined herein. If a delay occurs that will compromise the punctuality of the schedule, the driver must call the CRA Contact and advise the department upon determination that the time frames will be in jeopardy.

The Contractor must ensure that the driver(s) moves material on and off the Contractor's vehicles with the following exceptions:

- The CRA will operate powered equipment to load and unload heavier items at WTC, 66 Stapon Road
- The CRA will operate powered equipment to load and unload heavier items at the National Forms Distribution Centre, 125 Fennell Street

The Contractor must ensure that the driver monitors the loading of the vehicle and that the load is secured appropriately ("Stability of the load").

The Contractor must ensure that the driver monitors the unloading the vehicle and that the product does not get damaged.

The Contractor must ensure that the driver shuts off the vehicle engine when it is parked to minimize emissions from idling.

The Contractor must ensure that the driver carries company photo identification.

The majority of product transported will be in cages, rolling bins or skids; however, from time to time the driver will be required to lift loose boxes/containers on to the vehicle weighing up to 55 lbs/25kg each, and transport these items or products.



4.7 Delivery Slip Requirements

The Contractor will provide the CRA Shipping and Receiving department with sequentially numbered delivery slips, which shall include one (1) original and two (2) copies of every delivery slip prior to commencement of services.

For pick-ups from CRA, the CRA Shipping and Receiving department fills out the delivery slip with the date, time of call, number of items to pick up, the pick-up address and the delivery address, the identification of driver (name or number), the type of vehicle, and when the driver arrives, including the pick-up time. The original and one copy of the delivery slip are given to the driver, and one copy is retained by the CRA Shipping and Receiving department. Once the delivery is made, the delivery time is written on the slip by the driver and a copy is to be returned to the CRA Shipping and Receiving department by the Contractor within two business days. The original delivery slip is to be sent along with the invoice to Project Authority for payment purposes only.

For pick-ups from outside of CRA, the CRA Shipping and Receiving department fills out the delivery slip with the date, time of call, number of items to pick up, the pick-up address and the delivery address, and the type of vehicle. This slip is held in the shipping/receiving area of the delivery address until the driver makes the delivery to CRA and then the slip is completed by the CRA Shipping and Receiving department with the driver identification and the pick-up and delivery time. The original and one copy of the delivery slip are given to the driver and one copy is retained at CRA.

All delivery slips are to be completed and signed by CRA staff, otherwise will not be paid. *(Driver(s) must not prepare their own delivery slips.)*

For pick-up and delivery services of Protected A and B information from CRA, 66 Stapon Road, 125 Fennell Street, 360 Main Street, the CRA Shipping and Receiving department fills out the delivery slip with the date, number of items to pick up, the pick-up address and the delivery address, the identification of the driver (name or number), the type of vehicle, and when the driver arrives, including the pick-up time. The original and one copy of the delivery slip are given to the driver, and one copy is retained by the CRA Shipping and Receiving department. Once the delivery is made, the delivery time is written on the slip by the driver and a copy is to be returned to the CRA Shipping and Receiving department by the Contractor within two business days.

No delivery slips are required for the return of empty bins to WTC, 66 Stapon Road.

4.8 Environmental Requirements:

Tire Inspection and Maintenance

- The Contractor shall perform regular tire inspections and maintenance as part of the agreed upon scope of work.



- Tire inspections may include, but are not limited to, the following activities:
 - Checking tire pressure and adjusting it to the manufacturer's recommended specifications.
 - Inspecting tires for signs of wear, damage, or irregularities.
 - Assessing tire alignment and adjusting if necessary.
- The Contractor shall ensure proper recycling or disposal of worn or damaged tires as needed.

Route Optimization

- The Contractor shall aim to reduce distance travelled, prioritize roads with lower traffic congestion, and consider road conditions to improve fuel efficiency and reduce emissions from vehicles.

Vehicle Requirements

- The Contractor shall establish a process for the responsible recycling and disposal of vehicles when their end-of-life has been determined.
- All vehicles utilized under this contract must have high (or above average) operational fuel efficiencies compared to similar vehicles in their classes.
- The Contractor shall pursue the acquisition of hybrid vehicles for the fleet, subject to identified need, operational requirements, and budgetary considerations.

Paper Usage

- The Contractor shall make efforts to minimize the use of paper receipts and promote the use of electronic receipts where feasible.
- When paper receipts are necessary, the Contractor shall ensure proper recycling to reduce environmental impact.

**ANNEX A – 1: SCHEDULE****PART A: DAILY SCHEDULED RUNS WITH DESIGNATED DRIVER(S)**

Scheduled runs for the Winnipeg Tax Centre with a vehicle capable of accommodating 16 stacked mail cages, up to a maximum of 13,600 lbs, if required.

Run A.1.1 – Year-Round Daily:

6:00 A.M. – 7:00 A.M. CPC, 1870 Wellington Avenue to WTC, 66 Stapon Road

Run A.1.2 – Year-Round Daily:

9:30 A.M. – 12:00 P.M. WTC, 66 Stapon Road to CPC, 1870 Wellington Avenue, to NFDC, 125 Fennell Street and back to WTC, 66 Stapon Road

Run A.1.3 – Year-Round Daily:

2:00 P.M. – 4:00 P.M. NFDC, 125 Fennell Street to WTC, 66 Stapon Road, to CPC, 1870 Wellington Avenue

Scheduled runs for the National Forms Distribution Centre with a vehicle capable of accommodating 16 stacked mail cages, up to a maximum of 13,600 lbs, if required.

Run A.2.1 – Daily between December 1 and May 31 (dates subject to change):

1:30 P.M. – 2:30 P.M. NFDC, 125 Fennell Street to CPC, 1870 Wellington Avenue

Note: The dates noted above are estimated and subject to change. The start and end dates will be confirmed at the time of contract award, via email.

Shipping Restrictions

The Contractor will not be required to ship any Hazardous or Dangerous Materials as defined by:

The Hazardous Products Act ([Hazardous Products Act \(justice.gc.ca\)](http://justice.gc.ca))



PART B: “AS AND WHEN REQUESTED” CAR, PANEL VAN, FIVE-TON TRUCK, SEMI-TRAILER, AND SEMI-TRAILER RENTAL AND STORAGE SERVICES

B1. “As and when requested” Car and Panel Van Services

- This service is for pick-up, relocation and/or delivery of small equipment, mailbags, or other items where a larger vehicle is not warranted, on a per-call basis to or from any location, either within the City of Winnipeg or within a 250 kilometer radius of the City of Winnipeg.
- The CRA Shipping and Receiving department phones the Contractor to do an unscheduled pick-up and delivery request, indicating the pick-up and delivery address and time and the type and amount of goods (i.e. number of boxes, skids, packages, etc.) to be picked up and delivered, and requesting the type of vehicle for the service.
- The request must be confirmed, via phone or email, within one (1) hour from notification of a request to the Contractor’s Representative. If a trip has been pre-booked, response will be at the stipulated time.
- The turnaround from the initiating the request until the specified vehicle arrives at the at pick-up location must be one and a half (1½) hours maximum for services within the City of Winnipeg.
- The CRA Shipping and Receiving department completes a delivery slip for the service required and vehicle type requested, with the call-in time, and the pick-up and delivery address.
- The driver goes to the pick-up address, and if a CRA address, goes to the loading dock and security will contact the shipping/receiving area to allow driver entry into the building.
- When the driver arrives at CRA for a pick-up, the delivery slip is completed with the time of pick-up and the driver takes the original and one copy of the slip, leaving one copy with the CRA Shipping and Receiving department. The area of delivery completes the delivery time at that end. A copy of this delivery slip is to be returned to CRA within two business days, with one of the regular drivers.
- In inclement weather, or as requested, a covered vehicle must be used to protect the contents of the shipment.

B.2. “As and when requested” 1-person Five-Ton Truck and Semi-Trailer Services

- This service is for pick-up, relocation and/or delivery of bulky equipment, other than mailbags, small machines, etc. where **one person** is required on a per-call basis to or from any location, either within the City of Winnipeg or within a 250 kilometer radius of the City of Winnipeg.
- The CRA Shipping and Receiving department phones the Contractor to do an unscheduled pick-up and delivery request, indicating the pick-up and delivery address and time, the type and amount of goods (i.e. number of boxes, skids, packages, etc.) to be picked up, and the type of vehicle required for the service.
- The request must be confirmed, via phone or email, within one (1) hour from notification of a request to the Contractor’s Representative. If a trip has been pre-booked, response will be at the stipulated time.



- The turnaround from the initiating the request until the specified vehicle arrives at the at pick-up location must be one and a half (1½) hours maximum for services within the City of Winnipeg.
- The CRA Shipping and Receiving department completes a delivery slip for the service required and vehicle type requested, with the call-in time, and the pick-up and delivery address.
- The driver goes to the pick-up address, and if a CRA address, goes to the loading dock and security will contact the shipping/receiving area to allow driver entry into the building.
- When the driver arrives at CRA for a pick-up, the delivery slip is completed with the time of pick-up and the driver takes the original and one copy of the slip, leaving one copy with the CRA Shipping and Receiving department. The area of delivery completes the delivery time at that end. A copy of this delivery slip is to be returned to CRA within two business days, with one of the regular drivers.
- In inclement weather, or as requested, a covered vehicle must be used to protect the contents of the shipment.

B3. “As and when requested” 2-person Five-Ton Truck

- This service is for pick-up, relocation and/or delivery of bulky equipment, other than mailbags, small machines, office furniture, etc. where **two persons** are required on a per-call basis to or from any location, either within the City of Winnipeg or within a 250 kilometer radius of the City of Winnipeg.
- The CRA Shipping and Receiving department phones the Contractor to do an unscheduled pick-up and delivery request, indicating the pick-up and delivery address and time, the type and amount of goods (i.e. number of boxes, skids, packages, etc.) to be picked up, and the type of vehicle required for the service.
- The request must be confirmed, via phone or email, within one (1) hour from notification of a request to the Contractor’s Representative. If a trip has been pre-booked, response will be at the stipulated time.
- The turnaround from the initiating the request until the specified vehicle arrives at the at pick-up location must be one and a half (1½) hours maximum for services within the City of Winnipeg.
- The CRA Shipping and Receiving department completes a delivery slip for the service required and vehicle type requested, with the call-in time, and the pick-up and delivery address.
- The driver goes to the pick-up address, and if a CRA address, goes to the loading dock and security will contact the shipping/receiving area to allow driver entry into the building.
- When the driver arrives at CRA for a pick-up, the delivery slip is completed with the time of pick-up and the driver takes the original and one copy of the slip, leaving one copy with the CRA Shipping and Receiving department. The area of delivery completes the delivery time at that end. A copy of this delivery slip is to be returned to CRA within two business days, with one of the regular drivers.
- In inclement weather, or as requested, a covered vehicle must be used to protect the contents of the shipment.

**B4. "As and when requested" Semi-Trailer Rental and Storage Services**

- Response time must be within two (2) business days from notification of a request to the Contractor's Representative, via phone or email. This service is for trailer rental and storage of the following, but not limited to:
 - Paper;
 - Non-protected printed material;
 - Packing supplies; and
 - Furniture and equipment.
- Depending on the amount of material/volume of goods to be stored and the duration of the storage, material may be stored either in a semi-trailer or in the contractor's storage facility, as mutually agreed by both parties.
- The CRA Shipping and Receiving department phones the Contractor to do an unscheduled request for Semi-Trailer Rental and/or Storage Services, indicating the volume of storage and storage duration required, and the type of storage (semi-trailer or storage facility) required for the service.
- The request must be confirmed, via phone or email, within two (2) business days from notification of a request to the Contractor's Representative. The response will be at the stipulated time and location, as indicated during booking, either at the CRA loading dock at 66 Stapon Road, Winnipeg, MB, or at 125 Fennell Street, Winnipeg, MB.
- Trailer to be spotted at loading dock door at 66 Stapon Road, Winnipeg, MB, or at 125 Fennell Street, Winnipeg, MB, and driver to wait for trailer to be loaded and return to secure compound for storage.
- Once the trailer has been loaded, it must be taken directly to the Contractor's compound for storage in a locked compound monitored by hourly patrols (24/7, 365 days a year) or for unloading and secure storage in the contractor's storage facility that is protected and monitored by an intrusion alarm system. The trailer must be returned to the CRA loading dock at 66 Stapon Road, Winnipeg, MB, or at 125 Fennell Street, Winnipeg, MB, at the time and location stipulated during the booking.



- Trailer to be spotted at loading dock door at 66 Stapon Road, Winnipeg, MB, or at 125 Fennell Street, Winnipeg, MB, and driver to wait for trailer to be unloaded.
- Once the trailer has been unloaded it must be immediately removed by the driver.
- Vehicle(s) must have a secure safe locking device that must be locked during every trip and when left unattended.

B5. “As and when requested” runs for the pick-up and delivery of Protected A and B information or other recycling material with a Five-Ton Vehicle.

This service is for pick-up of Protected A and B information and other recycling material from NFDC, 125 Fennell Street, Winnipeg, MB for delivery to Cascades Recovery Inc. (“Cascade”) at 100 Omands Creek Boulevard, Winnipeg, MB.

- The CRA Shipping and Receiving department contacts, via phone or email, the Contractor to request an unscheduled pick-up and delivery to Cascade, indicating the pick-up and delivery address and time and the volume of Protected A and B information or other recycling material (which will be provided on skid(s) (boxed and wrapped) or in bins)
- The request must be confirmed, via phone or email, within one (1) hour from notification of a request to the Contractor’s representative.
- The CRA Shipping and Receiving department then advises, via phone or email, Cascade of this delivery, including the delivery date and time and the volume of Protected A and B information or other recycling material.
- A delivery slip is completed by the CRA Shipping and Receiving Department with the time of the pick-up, the driver’s name and/or driver’s identification number, and the dispatch telephone number. The driver takes the original and one copy of the slip, leaving one copy with the CRA Shipping and Receiving Department. When the shipments arrives at Cascade, a Cascade representative adds the delivery time at that end of the slip. A copy of the delivery slip is returned to CRA within two business days by one of the Contractor’s regular drivers.



Annex B: Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm all inclusive rates for Cartage Services for the Winnipeg Tax Centre as set out in the Table below. Customs duties are included and Applicable Taxes are extra.

The rates must include any travel time factor and are based from time of drop-off that concludes the service, calculated to the nearest fifteen (15) minute interval, if applicable, using the most direct route between the points indicated with no stopover.

No allowance for lateness will be given. The CRA reserves the right to cancel the trip, if the driver arrives late.

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.

NOTE TO BIDDERS: Tables to be completed at contract award based on the successful Bidder(s)' Financial Proposal at Appendix 2.

1.0 Initial Contract Period

Contract Year I

Scheduled Pick-up and Delivery Services (refer to Annex A – 1: Schedule)		
Item No.	Description	Daily Rate
1	Scheduled Run A.1.1	\$_____
2	Scheduled Run A.1.2	\$_____
3	Scheduled Run A.1.3	\$_____
4	Scheduled Run A.2.1	\$_____



Unscheduled (“As and When Requested”) Pick-up and Delivery Services (refer to Annex A – 1: Schedule)		
Item No.	Description	Hourly Rate
1	Car	\$_____
2	Panel Van	\$_____
3	Five Ton Vehicle (1 Person)	\$_____
4	Five Ton Vehicle (2 Persons)	\$_____
5	Five Ton Vehicle (1 Person , Pick-up and delivery of Protected A and B information)	\$_____
6	Semi-Trailer (1 Person)	\$_____

“As and When Requested” Semi-Trailer Rental and Storage Services (refer to Annex A – 1: Schedule)		
Item No.	Description	Rate
1	Semi-Trailer Rental and Storage Services	\$_____/day
2	Semi-Trailer Rental and Storage Services	\$_____/week
3	Semi-Trailer Rental and Storage Services	\$_____/month



2.0 Price Escalation/De-escalation

Prices for optional periods of service, if exercised at CRA's discretion, will be adjusted (i.e. either increased or decreased) in accordance with Table 1 Consumer Price Index and major components and special aggregates, Canada - Not seasonally adjusted , **transportation**, as published by Statistics Canada at the time the option is being exercised.

The release schedule for the main economic indicators is available at the following address:

<https://www150.statcan.gc.ca/n1/dai-quo/cal1-eng.htm>

The prices of the previous contract year will be multiplied by the “% change” published for the twelve month period preceding the contract anniversary date (for the second contract year) or the month preceding the month in which the option is exercised.

ALL PAYMENTS ARE SUBJECT TO GOVERNEMENT AUDIT.



Annex C: Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE INCOME TAX ACT at this website <http://laws-lois.justice.gc.ca/eng/acts/l-3.3/>, AND SECTIONS 295 AND 328 OF THE EXCISE TAX ACT at this website <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

I _____, the Contractor, as a person engaged by or on behalf of His Majesty in right of Canada, certify that I have read Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act and that I understand that I am subject to and promise to comply with those provisions.

I will use the services of any person(s) I require in order to carry out my responsibilities under the Contract. If I employ such person(s) or contract for their services, I will also pay their remuneration and all related expenses. I will also engage all such persons whose services are to be utilized, on behalf of His Majesty in right of Canada, for the purposes of Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act. I will require each person so engaged, as a pre-condition to assisting me in carrying out my responsibilities under the Contract, to sign a document (see page two (2) of this Annex) stating that he or she has read the provisions of Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act and understands that he or she must comply with such provisions.

I will provide copies of all executed acknowledgement documents to the representative of the Commissioner of Revenue.

CONTRACTOR

Name (please type)

Authorized representative's name (please type)

Title (please type)

Signature

Date



Confidentiality: Canada Revenue Agency Acts

PRIOR TO SIGNING THIS DOCUMENT, THE EMPLOYEE OF THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE INCOME TAX ACT at this website <http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> , AND SECTIONS 295 AND 328 OF THE EXCISE TAX ACT at this website <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

Between the Commissioner of Revenue and _____, the Contractor and _____ the employee (or consultant or subcontractor, etc.).

I, _____, acknowledge that I am employed by the Contractor, and will assist the Contractor in carrying out the Contractor's duties under the Contract.

I acknowledge that I am engaged by the Contractor on behalf of His Majesty the King in right of Canada for the purposes of Section 241 of the Income Tax Act, and Section 295 of the Excise Tax Act and therefore, for the purpose of the Contract, am an "official" as that term is defined in the named provisions of the named Statutes.

I hereby acknowledge that I am legally obliged to abide by and have read the provisions in Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act, that I understand them, and promise to comply with them.

I agree to use the knowledge and information obtained by me during the time that I was assisting and for the purpose of assisting the Contractor, or any knowledge or information prepared from such knowledge or information, solely to assist the Contractor in carrying out the Contractor's duties under the Contract and I acknowledge and certify that I will not use such knowledge and information for any other purpose whatsoever. Without restricting the generality of the foregoing, I agree that I will not use any research or intellectual property obtained while assisting the Contractor in carrying out the Contractor's duties under the contract, in the course of my own research, in the course of my work as a consultant, or in any scientific or technological endeavour whatsoever.

I hereby agree to take all the security precautions needed to ensure that the research, intellectual property and trade secrets obtained by me during the performance of the Contract are secure at all times from use not permitted by the subcontract, by any other person whatsoever, including unauthorized use by the Contractor's employees and the sub-contractors engaged by the Contractor.

CONTRACTOR

Contractor name (*please type*)

Date



**EMPLOYEE /
CONSULTANT/
SUBCONTRACTOR**

Employee/Consultant/Subcontractor name
(please type)

Date

Signature



Annex D: Security Guide – Transportation Services

1. The Contractor must, at all times during the performance of the contract, hold a valid Designated Organization Screening (DOS), with approved Document Safeguarding at the **PROTECTED B** level, issued by the Canadian Industrial Security Directorate, Public Services and Procurement Canada.
2. The Contractor personnel involved in the pickup and transportation and of CRA protected information must **EACH** have a valid **RELIABILITY STATUS** approved by the Canadian Industrial Security Directorate, Public Services and Procurement Canada. The selected contractor will be required to obtain the necessary **RELIABILITY STATUS** prior to any contract being awarded.
3. All sensitive material is to be picked up by vehicles with a fully enclosed cargo area. All cargo area access doors are to be equipped with heavy duty locking hardware. All sensitive material is to be grouped together in the cargo area and must remain locked at all times during transportation.
4. Vehicle cargo areas are to be locked at the pick-up location immediately after loading the sensitive material. Both, the driver and the CRA designated representative shall perform a count or inventory in order to confirm the shipment according to the shipping document. Once the count is completed, both the driver and the CRA designated representative will sign the shipping document certifying its accuracy. A copy of the shipping document must be provided to the CRA designated representative as a record.
5. All sensitive material is to be transported to the Contractor's facility with no undue delays or unnecessary stopovers. If the vehicle is parked temporarily while transporting the sensitive material, every attempt must be made to maintain visual surveillance. In the event of emergency stops due to mechanical or other problems, the loaded vehicle must not be left unattended.
6. Vehicles used for the transportation of sensitive material must be equipped with communication devices (i.e., Cellular phone, pager or radio phone etc.) for use in case of emergencies.
7. Upon arrival at the Contractor's facility, security cleared personnel (on-site) must ensure that the count or inventory listed on the shipping document is accurate and corresponds with the delivered sensitive material and the shipment has not been tampered with. A breach of confidentiality would include a discrepancy between the original count or inventory and



evidence that the sensitive material has been tampered with and as such must be reported immediately to the CRA designated representative and Project Authority.

8. CRA sensitive material must be moved to a secure storage area at the Contractor's facility.
9. The Contractor's storage facilities must be equipped with electronic intrusion detection systems monitored internally or externally.
10. If the Contractor's facilities are more than 1 day travel (24 hours) from the point of pickup, the following security measures are mandatory:
 - a) The vehicle cargo area must be fully enclosed, with no driver access to the storage compartment, except through locked doors.
 - b) If the vehicle is parked temporarily while transporting sensitive material, every attempt must be made to maintain visual surveillance.
 - c) Vehicles or trailers (tractor/trailer combination) required to transport sensitive material, shall be equipped with an alarm system (intrusion detection device) which will notify the driver or operator when an alarm is tripped.

At the request of CRA Security Services, the Contractor's facility must be accessible during regular business hours in order for CRA Security Services to conduct inspections to ensure that the security requirements specified in the contract are respected. Consequently, the Contractor must ensure that CRA Security Services will be granted with prompt and effective access to the related facility.