

**REQUEST FOR PROPOSAL (“RFP”)
#TSFK221881**

**REGINA (SK) PRINCE ALBERT S019/S020
TRACTOR TRAILER HIGHWAY SERVICES**

RFP ISSUE DATE: June 3, 2022

**ALL SUBMISSIONS BY EMAIL ONLY
REFER TO SECTION 1.4.6.6.**

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Section 1.0 Overview and Procedures

1.1 Objectives of this RFP

The Corporation has a requirement for ground transportation of mail between Regina (SK) & Prince Albert, as identified in the Service Specifications documented in Attachment 1 (Schedule "A") to this RFP.

The objective of this RFP is to award **one** agreement, in order to fulfill the requirement for a Term of **60 months**. The Term will commence on **September 1, 2022**.

This RFP sets out the process by which a Proposer will be identified for potential Agreement award.

1.2 The Corporation

Canada Post is a prominent and important institution whose mandate is to provide communication, parcel delivery and other services to meet the needs of all Canadians on a financially self-sustaining basis. Canada Post processes approximately 11 billion pieces of mail annually and serves more than 32 million Canadians and over one million businesses and public institutions. Canada Post handles 37 million pieces of mail each day. Canada Post processes the mail in 22 major plants and many other facilities and delivers, daily, to over 14 million addresses in Canada. In addition Canada Post receives from, and dispatches mail to almost every country in the world to fulfil Canada's Universal Service Obligation (USO) under the *Universal Post Union (UPU) Convention*, a United Nations international treaty.

As a responsible corporate citizen, we strive to ensure that environmental sustainability and a safe, accessible, and socially inclusive workplace, are part of the way we do business. Social inclusion is a core value of Canada Post and it is our expectation that our suppliers share the same principle, especially in efforts to sustain and enhance relations with Indigenous communities. We expect our Suppliers to share the same commitment to these values/ principles. Canada Post adheres to a high ethical standard and has a strong Supplier Code of Conduct that sets out our requirement for responsible and ethical behaviour on the part of our Suppliers. Canada Post also adheres to the various International Trade Agreements entered into by the Government of Canada, which provide a competitive international framework for our procurement activities.

1.3 Definitions

"Affiliates" shall have the meaning of that term as it is defined in the Canada Business Corporation Act, as amended, and in any successor legislation thereto.

"Amended Proposal" shall have the meaning ascribed to it in Section 1.7.

"Corporation, Canada Post, or CPC" are all abbreviations for the Corporation that may be used in place of the Corporation throughout this RFP.

"The Corporation Confidential Information" means all information related in any way to the Corporation, including without limitation any trade secrets, operation and business data, processes, procedures, assembly methods, formulas, compositions, designs, drawings, photographs, videos, graphs, tables, prototypes, apparatuses, illustrations, blueprints, specifications, instruction manuals, lists and charts disclosed orally, visually, in writing or in electronic medium to the Proposer by the Corporation or gathered or obtained by the Proposer, its employees or agents as a result of any such Person's access to such information or physical attendance at the business activities of the Corporation, including without limitation, information relating to the operations of the Corporation, methods of operating, customers, affairs, processes, personnel, financial or legal affairs, production, scientific and technical activities, inventions, know-how, ideas, computer programs, systems, software and hardware, and other technical data, whether written, graphic, electronically or otherwise stored, or oral, as well as copies, reproductions, samples and specimens thereof, and includes all items, materials, drafts, specifications and other data prepared for or in connection with the RFP. Confidential Information does not include information which: becomes generally available to the public through no fault of the Proposer; the Proposer can show it was known to it on a non-confidential basis prior to disclosure by the Corporation and is not subject to other obligations of secrecy and non-use; the Proposer can show it was independently developed by the Proposer; rightfully becomes available to the Proposer on a non-confidential basis from a source other than the Corporation; or, is required to be disclosed by law.

"Closing Date and Time" means the date and time by which Proposals are to be delivered to and received by the Solicitation Control Officer as stated in the RFP Timetable in Section 1.5.

"Contracting Authority" shall have the meaning ascribed to it in Section 1.6.

"Decision Making Practices" means the Corporation Practice that identifies individuals who have the authority to approve expenditures.

"Delivery Agent" is a commercial enterprise that transports letters, packets or parcels locally, nationally or internationally, and who is not the Proposer.

"Intellectual Property" means copyrights in copyright works including dramatic, musical, and artistic works, software programs and documentation, and other literary works; industrial designs; inventions, including any new and useful art, method, process, machine, apparatus, manufacture, or composition of matter, or any new and useful improvement thereof.

"Letter of Offer" means the letter set out in Attachment 4 that the Proposer must sign and submit as part of its Proposal.

"Mandatory Requirements" means the requirements set out in Section 4.0. Terms such as "must", "will", and "shall" appear throughout the RFP document, however, the only mandatory requirements are those identified in Section 4.0.

"MERX™" means the on-line system that advertises Contracting opportunities to potential Proposers.

“Personal Information” means any information that would meet the definition of “personal information” in either the Privacy Act, Personal Information Protection and Electronic Act (PIPEDA) or the applicable provincial privacy legislation to which the Contractor is subject, that is

- (i) provided to the Contractor by the Corporation,
- (ii) provided to the Contractor by a third party on behalf of the Corporation, and
- (iii) collected by the Contractor for the purposes of carrying out the Work / providing the Services under any resulting agreement from this RFP.

The "use of Personal Information" includes, but is not limited to, the collection, receipt, access, disclosure, management, back-up, modification, retention, receipt, creation, disposal and otherwise handling of Personal Information.

“Proposal” means a Proposer’s submission made in response to this RFP.

“Proposer” means any entity that has submitted a Proposal in response to and in accordance with this RFP.

“Rated Requirements” means the requirements set out in Section 5.0. Rated Requirements will be evaluated and graded in the manner described in the Evaluation and Selection Process set out in Section 3.0.

“RFP” means Request for Proposal.

“RFP Evaluation and Selection Process” means the process set out in Section 3.0, by which all Proposals received by the Closing Date & Time will be evaluated.

“RFP Timetable” means the timetable shown in Section 1.5.

“Selected Proposer” means the Proposer or Proposers recommended for potential Agreement award as a result of this RFP, and as further described in Section 3.4 (Stage 5 – Final Recommendation).

“Service(s)” means the transportation services described within this RFP (specifically in Attachment 1).

“Solicitation Control Officer” means the person identified in Section 1.4.6.

“Soft Copy” means a machine-readable form of corresponding hardcopy, such as, but not limited to, CD, DVD, and USB device.

“Validity Period” means the number of days for which the Proposer’s Proposal shall remain open for acceptance as is set out in Section 4.2 of this RFP.

1.4 Proposal Preparation Instructions and Submission Requirements

This section of the RFP describes the way in which the Proposer is to prepare their Proposal. How the Proposer prepares their Proposal may affect the Proposer’s final score. A Proposal may be deemed non-compliant if it is not submitted in the requested format or if requested information is not submitted.

1.4.1 General Proposal Format

1.4.1.1 The Proposal is to be submitted as a single package, but with two separate sealed envelopes within the package:

- (a) **Envelope 1 (Email #1) - Pricing** - The Proposer is requested to submit all pricing/rate schedules within a single sealed envelope. Clearly identify this envelope as “PRICING”.

and;

- (b) **Envelope 2 (Email #2) – Rated Requirements** - The Proposer is requested to submit all other schedules and correspondence within a second envelope from the PRICING submission. Clearly identify this second envelope as “RATED REQUIREMENTS”

1.4.2 Specific Proposal Content

This sub-section, lists the information that each Proposer is to submit within their Proposal.

1.4.2.1 Attachment 2 – Schedule “B” Rates

The Proposer is to submit the Schedule “B” Rate Sheet, in accordance with the Section 1.0 Service Rate Instructions.

1.4.2.2 Attachment 4 – Letter of Offer

As per Section 4.1, the Proposer is to submit as part of its Proposal, a signed Letter of Offer.

1.4.2.3 Attachment 6 – Qualification Questionnaire

As per Section 5.1, the Proposer is to submit as part of its Proposal, a completed Qualification Questionnaire. Any substantiating material requested under Section 5.0, or otherwise deemed relevant by the Proposer, must be submitted in this section of your Proposal.

1.4.3 Proposal Submission

An original email of the complete Proposal **must** be received no later than **the Closing Date and Time**.

1.4.4 Information

All information regarding the terms and conditions, financial and/or technical aspects of the Proposer's offer, that in the Proposer's opinion, are of a proprietary or confidential nature should be clearly marked "PROPRIETARY" or "CONFIDENTIAL" at each relevant item or page or in a statement covering the entire offer(s).

The Corporation or any third party acting on behalf of the Corporation will treat such information as confidential, unless disclosure is required pursuant to any legislative or other legal requirement or any order of a court or other tribunal having jurisdiction.

1.4.5 Packaging Instructions

Not Applicable – Refer to 1.4.6.6.

1.4.6 Proposals Submission and Acceptance

1.4.6.1 Proposals **must** be received by the Corporation, at the following address, on or before the Closing Date and Time:

Address Not Applicable – Refer to 1.4.6.6.

1.4.6.2 Proposals received by the Corporation, on or before the Closing Date and Time will be accepted.

1.4.6.3 In order to ensure that Proposals are properly delivered, packages containing Proposals are to be labelled clearly, as follows:

Labelling Not Applicable – Refer to 1.4.6.6.

1.4.6.4 Proposals received by the Corporation after the Closing Date and Time may be accepted if:

- a) the Proposer can supply written evidence originating from the Delivery Agent that the Proposal was received / accepted by a representative of the Delivery Agent prior to the Closing Date and Time and with a reasonable expectation that the Proposal would be delivered by the Delivery Agent prior to the Closing Date and Time; and **Not Applicable – Refer to 1.4.6.6.**
- b) the Proposal is received by Corporation's Solicitation Control Officer before the First Stage of the proposal evaluation process has been completed.

1.4.6.5 The responsibility for submitting a Proposal to the Corporation, on or before the Closing Date and Time at the location set out in Section 1.4.6.1, will be solely and strictly the responsibility of the Proposer.

1.4.6.6 The Corporation will accept Proposals transmitted by email; only if submitted to the coordinates below:

Email Submission – tender.control@canadapost.ca

The Corporation will only accept a single email file size of 10 MB or less. Should the Proposer's Proposal in its entirety be greater than 10 MB, the Proposer may either:

- 1) Separate the Proposal into individual files sizes of less than 10 MB and submit each file in a separate email.

Where the Corporation requires pricing in a separate envelope as indicated in Section 1.4.1, the Proposer is required to submit two separate emails; one for pricing only and the other email for all other information. The Proposer may submit additional emails as the Proposer deems necessary to maintain email submission below the file size threshold above.

Each email subject line shall be in the following format:

{RFP Number}- {Proposer's Name}- {Email x of y}

1.5 RFP Timetable

The RFP Timetable as provided below is an estimated timeline except for the Closing Date and Time, which is a Mandatory Requirement.

<i>Activity</i>	<i>Date Required</i>
<i>RFP available for distribution</i>	June 3, 2022
<i>Deadline for Receipt of Questions.</i>	June 27, 2022
<i>Closing Date and Time</i>	July 4, 2022, at 2:00 pm EST
<i>Evaluation Process Completion</i>	July 13, 2022
<i>Recommendation and Selection</i>	July 14, 2022
<i>Projected Award Date</i>	July 18, 2022
<i>Projected Start of Work</i>	September 1, 2022

1.6 Proposal Communications & Proposal Contracting Authority

For the purpose of requesting information and clarification or for any other purpose relating to this RFP including the RFP process, Proposers are to contact only the Contracting Authority for this RFP as set out below; failure to comply with this requirement may result in the Proposer's disqualification in accordance with Section 2.4 – Disqualification of Proposals:

Farhan Khalid
Contracting Authority
Canada Post Corporation
E-mail : farhan.khalid@canadapost.postescanada.ca

All communication concerning this RFP is to be sent to the Contracting Authority by email at the above noted email address. The Corporation will not be responsible for the delivery of any communication, therefore the Corporation recommends the Proposer confirm receipt of all communications by email with the Contracting Authority.

1.7 Right to Amendments or Withdrawal of Proposal by Proposer

1.7.1 Amended Proposal by the Proposer

A Proposer that submits a Proposal to the Corporation may amend its Proposal only by submitting the Amended Proposal to the Corporation at the location identified in Section 1.4.6 of this RFP by the Closing Date and Time. In the case of an amendment, the Proposer is to submit the Amended Proposal packaged in accordance with the instructions set out in Section 1.4.5, and clearly labeled "Amended Proposal".

The last Proposal received by the Corporation, by the Closing Date and Time, shall supersede and invalidate any Proposal previously submitted by the Proposer.

1.7.2 Proposal Withdrawal by the Proposer

A Proposer that submits a Proposal to the Corporation may withdraw its Proposal by advising the Contracting Authority in writing before the Closing Date and Time.

Section 2.0 Rights of the Corporation and Additional Information

2.1 The Corporation's Rights

2.1.1 The Corporation's Right to Amend, Supplement or Cancel the RFP

The Corporation without liability, cost or penalty, may in its sole discretion:

- (a) Alter any dates in the RFP, as they relate to the RFP Process, at any time prior to or after the Closing Date and Time;
- (b) Amend or supplement this RFP at any time prior to the Closing Date and Time;
- (c) Cancel this RFP at any time, whether prior to or after the Closing Date and Time, and the Corporation may, but need not, at its sole discretion, issue a new RFP;

2.1.2 Proposal Acceptance and Significance of the Proposal Process

This is not a request for tender. This is a request for Proposal to supply the Corporation's needs for the requirements described in this RFP. The Corporation will not necessarily accept the lowest priced Proposal or any Proposal. While price is an important element in the selection process, Proposers should recognize that there are other criteria in this RFP that the Corporation will consider in evaluating Proposals and in making its decision as to Agreement award(s).

2.1.3 The Corporation's Right to Waive Irregularities

The Corporation, without liability, cost or penalty, may, at its sole discretion, waive irregularities in Proposals or in the submission of Proposals which do not adversely affect the integrity of the Proposal or of this RFP.

2.1.4 The Corporation's Right to Clarify Proposals

The Corporation, through the Contracting Authority, without liability, cost or penalty, may, in its sole discretion and at any time after Proposal submission, seek clarification from any Proposer, either in writing or Site Visits as applicable, with respect to its Proposal. Without limiting the generality of the foregoing, the Corporation may, in its sole discretion, request a Proposer to confirm in writing any statement made by the Proposer during the Site Visits in which case the Proposer will promptly provide such written confirmation to the Corporation, within the time specified by the Contracting Authority.

Any written information received by the Corporation from a Proposer in response to a request for clarification from the Corporation will be considered as an integral part of the Proposer's Proposal.

Without prejudice to this right, the Corporation may request clarification where any Proposer's intent is unclear, or may waive where, in the opinion of the Corporation, there is an irregularity or omission in the information that has been submitted in the Proposal. The Corporation reserves the right to conduct negotiations on any portion of the Proposer's Proposal.

2.1.5 The Corporation's Right to Verify

The Corporation may verify any Proposer statement or claim by whatever means the Corporation deems appropriate, including contacting references other than those offered by the Proposer, and may reject any Proposer statement or claim if, in the judgment of the Corporation, the statement or claim is unwarranted or not credible. The Proposer will co-operate with the Corporation in its attempts to verify any such statement or claim.

2.1.6 The Corporation's Right to Visit for Purposes of Clarification or Verification

The Corporation may, in its sole discretion, visit the Proposer's existing place or places of business for purposes of clarification or verification. Such a visit will take place at a date mandated by the Corporation, acting reasonably.

2.1.7 The Corporation's Right to Split or Divide the Total Requirement

The Corporation reserves the right to accept a Proposal in whole or in part, and to split or divide the total requirement among Proposers at the sole discretion of the Corporation.

2.1.8 The Corporation's Discretion

The Corporation will exercise its discretionary rights under this RFP in a reasonable manner.

2.2 Additional Information, Clarification and Addenda

2.2.1 Proposer to Seek Clarification

It is the responsibility of the Proposer to seek clarification on any matter it considers to be unclear in this RFP, including any attachments, prior to the Deadline for Receipt of Questions. The Corporation will not be responsible for any misunderstanding on the part of the Proposer concerning this RFP, the RFP process or the attachments.

2.2.2 Submitting Questions

Proposers who wish to obtain further information and clarification about the RFP, the RFP attachments or the RFP process are to submit their questions in writing to the Contracting Authority at the e-mail address, set out in Section 1.6 of this RFP.

Proposers are required to submit questions categorized as follows:

- (a) Questions that are of general application and that would apply to other Proposers ("**general questions**"), and
- (b) Questions that the Proposer considers commercially confidential to that particular Proposer ("**commercially confidential questions**").

2.2.3 Deadline for Proposers Questions

The Contracting Authority will accept written questions no later than the date and time indicated in the RFP Timetable in Section 1.5 (the "Deadline for Receipt of Questions"). The request will specify the RFP Section, attachment and page number as applicable.

2.2.4 Response to Proposer Questions

The Corporation's responses to questions will be provided or made available to all who requested or received the RFP, without identifying the source of the question provided that:

- (a) If the Corporation agrees with a Proposer's categorization of a question as a commercially confidential question, then the Corporation shall provide a response by e-mail to that question only to the Proposer who submitted that question;
- (b) If the Corporation disagrees with a Proposer's categorization of a question as a commercially confidential question, it shall give the Proposer an opportunity to either re-categorize the question as a general question or to withdraw the question;
- (c) If the Corporation determines, in its discretion, that a commercially confidential question, even if it is withdrawn by a Proposer, is of general application to the Proposers or would provide a significant clarification to the information provided by the Corporation to the Proposers or to the RFP process, the Corporation may issue a clarification that deals with the same subject matter as the commercially confidential question to all of the Proposers; and
- (d) The Corporation may, in its discretion, distribute responses by e-mail to questions of a minor or administrative nature only to the Proposer who submitted the minor or administrative question.

The Proposer is responsible to review all answers to questions that have been published by e-mail. The answers to questions are not considered addenda to the RFP.

2.2.5 Final Opportunity for Questions

Proposers are advised that the Deadline for Receipt of Questions from potential Proposers, as set out in the RFP Timetable in Section 1.5, is the final opportunity for Proposers to seek clarification with respect to this RFP.

2.2.6 Change to Proposal Due Date

If an addendum to the RFP is issued, the Closing Date and Time and the Deadline for Receipt for Questions may be changed to allow additional time for Proposers to complete their Proposals. Proposers shall be advised of any revised dates for these items by addendum.

2.2.7 Communications - Contracting Authority

The Proposer is put on notice that only the Contracting Authority is authorized by and on behalf of the Corporation to amend the requirements of this RFP, and that the Proposer is to rely only upon the information or instructions that are provided in writing by the Contracting Authority.

2.2.8 Addenda to Request for Proposal

Any amendments or supplements to this RFP shall be made only by way of addenda issued by the Contracting Authority in the same manner in which this RFP was issued, and any amendments or supplements to this RFP made in any other manner, including any oral or written statement made by the Corporation, the Contracting Authority, or their respective employees, agents, consultants or advisors, shall not constitute an addendum to this RFP. Where there appears to be a conflict between the RFP and any addendum, the last addendum will prevail. Addenda will not be used to answer Proposer's questions. Answers to questions will follow the process outlined in Sections 2.2.

2.2.9 Addenda are Binding

The addenda shall be binding on each Proposer, and the Corporation has the right to assume that the Proposer in its Proposal has taken the information contained in the addenda into account.

2.2.10 Receipt of Addenda

The Proposer is solely responsible to ensure that it has received all addendums, if any, issued pursuant to this sub-section.

2.3 Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this RFP.

2.4 Disqualification of Proposals

The Corporation, without liability, cost or penalty, at its sole discretion, may disqualify any Proposal at any time during the RFP process if, in the opinion of the Corporation one or more of the following events occur:

- (a) The Proposer initiates any communication pertaining to this RFP with any employee of the Corporation other than the Contracting Authority;
- (b) The Proposal contains incorrect information;
- (c) The Proposal is unresponsive to this RFP or is incomplete;
- (d) The Proposer fails to cooperate with the Corporation in its attempts to clarify information or evaluate the Proposal;
- (e) The Proposer misrepresents itself in any way;
- (f) The Proposal, on its face, reveals a conflict of interest or unfair advantage;
- (g) A change has occurred in the management or ownership structure of the Proposer;

- (h) The Proposer has announced that agreement, whether final or conditional, has been reached with another party(ies) for the sale of all or part of its business and/or assets or a change in ownership of management of the Proposer; or
- (i) The Proposer, or any of its directors, officers, senior management, or any of its employees who, in the latter case, may be responsible to perform any work under any resulting Agreement with the Corporation are, or have been, convicted of an offence, other than an offence for which a criminal pardon has been granted, that in the opinion of the Corporation, could materially adversely affect the ability or desirability of the Proposer to deliver all or part of the Services.
- (j) Proposal pricing is so substantially lower than the next lowest-priced Proposal as to be insupportable for the term of such Agreement as may be awarded under this RFP;

2.5 Proposer's Ingenuity and Innovation

The Corporation encourages ingenuity and innovative solutions to improve productivity and service at the lowest total cost of ownership. The Proposer is free to offer any solution that will achieve the business needs, objectives and performance levels stated in this RFP. However, the onus is on the Proposer to demonstrate that the proposed solution does in fact meet the RFP requirements.

2.6 Pricing and Value Analysis Considerations

The Corporation is entitled to, and will assume that prices submitted reflect, and are in full compliance with the Services requested in the RFP.

If there are extraordinary costs in order for the Proposer to comply, these costs shall be indicated in the Pricing Proposal.

It is the Proposer's sole responsibility to review this RFP to ensure full compliance with all requirements requested in this RFP.

2.7 Costs Incurred By Proposers

Nothing in this RFP, receipt by the Corporation of a response to this RFP, or subsequent negotiations by the Corporation of terms of a Agreement to supply, shall in any way impose an obligation on the Corporation to reimburse any Proposer or to pay any compensation for costs incurred in the preparation of a response to this RFP, presentations, or the negotiation of a proposed Agreement except to the extent that such obligation is contained in the formal written Agreement containing terms and conditions satisfactory to the Corporation and executed by the Proposer and the Corporation.

2.8 No Obligation to Purchase

Nothing in this RFP, receipt by the Corporation of a response to this RFP, or subsequent negotiations by the Corporation of terms of a Agreement to supply, shall in any way impose a legal obligation on the Corporation to make any purchases from any Proposer.

2.9 Agreement Award

2.9.1 The Agreement

Any Agreement award made pursuant to this RFP is conditional upon the Selected Proposer executing a written Agreement with the Corporation and conditional upon formal approval and execution by the Corporation.

2.9.2 Signing the Agreement

The Corporation shall advise the Selected Proposer once the Corporation is ready to commence negotiations. The negotiations shall be concluded within a timeframe mandated by the Corporation, acting reasonably. At the conclusion of negotiations, the Corporation shall endeavor as expeditiously as possible to prepare and provide to the Selected Proposer the execution copy of the Agreement, signed by the Corporation, together with a covering letter. The letter shall advise the Selected Proposer to sign the Agreement within a timeframe mandated by the Corporation, acting reasonably.

2.9.3 The Canada Post Group of Companies

The Corporation and its subsidiaries reserve the right to enter into one or more agreements. Should each CPG member company wish to enter into Agreement(s) they will execute their own agreement(s) with the Selected Proposer(s).

2.9.4 Negotiations and Agreement Finalization

2.9.4.1 Situations

In the event that one or more of the following situations occur, the Corporation shall invoke one of the options stated in Section 2.9.4.2:

- (a) The negotiations with the Selected Proposer are not successful and the Corporation, in its sole discretion, does not think that a Agreement on terms satisfactory to the Corporation can be reached; or
- (b) The Selected Proposer fails to employ best efforts to finalize the Agreement during the timeframe mandated by the Corporation; or
- (c) The Selected Proposer fails or refuses to enter into the Agreement within the timeframe mandated by the Corporation.

2.9.4.2 Options

The Corporation without liability, cost or penalty, may, in its sole discretion:

- (a) Extend the period for negotiation or execution; or
- (b) Cease negotiations with the Selected Proposer; or
- (c) Exercise the Corporation's rights pursuant to Section 2.1.1(c) to cancel the RFP; or
- (d) Enter into negotiations with another Proposer.

2.10 Litigation

If the Corporation or any of its officers, employees, assigns, independent Contractors, subcontractors, agents or representatives is made a party to any litigation arising out of or by reason of or attributable to this RFP, then the applicable Proposer(s) shall indemnify and save harmless the Corporation and its officers, employees, assigns, independent Contractors, subcontractors, agents or representatives in connection with such litigation, except to the extent that such litigation arose from the negligence or wilful act of the Corporation, or any of its officers, employees, assigns, independent Contractors, subcontractors, agents or representatives while acting within the scope of his, her or its employment or engagement. The Corporation may, at its option, and at the expense of the Proposer, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Proposer is required to indemnify the Corporation and its officers, employees, assigns, independent Contractors, subcontractors, agents or representatives. Alternatively, the Corporation may require the Proposer to assume or maintain carriage of and responsibility for all or any part of such litigation or discussion, at the Proposer's expense.

2.11 Entire RFP

This RFP, all referenced materials and all addenda constitute the entire RFP.

2.12 Ownership

Proposals received in response to this RFP before the Closing Date and Time shall become the property of the Corporation and will not be returned. Unless disclosure is required pursuant to any legislative or other legal requirement or any order of a court or other tribunal having jurisdiction, all offers shall be treated as confidential and will be made available only to those individuals authorized to participate in the evaluation process.

Section 3.0 Evaluation and Selection Process

3.1 Objective

The objective of the Evaluation and Selection Process is to identify the Proposal that effectively meets the requirements of this RFP and provides the best value to the Corporation.

3.2 Evaluation Team

An evaluation team will evaluate the Proposals. The evaluations will be conducted using pre-determined criteria.

3.3 Evaluation Methodology

The evaluation methodology to be used in the evaluation of this RFP is based on a staged approach.

3.4 Evaluation Stages

The evaluation will be comprised of the following stages:

- Stage 1: Review of Mandatory Requirements
- Stage 2: Review of Rated Requirements
- Stage 3: Due Diligence and Optional Site Visits
- Stage 4: Review of Pricing
- Stage 5: Overall Ranking and Final Selection

The process and evaluation and selection guidelines relating to each stage of the Evaluation and Selection Process are described below.

For purposes of Stages 1 and 2, the Corporation shall open the Mandatory and Rated Requirements first (Envelope 2). The **sealed** Pricing (Envelope 1) will not be opened or reviewed until and only if the Proposal meets the conditions for the Stage 4 review.

Stage 1: Review of Mandatory Requirements

The Corporation will review each Proposal for compliance with the Mandatory Requirements as described in Section 4.0. Subject to the paragraph immediately following **Proposals that, do not** comply with the Mandatory Requirements will be eliminated from further consideration in the evaluation process and will not proceed to Stage 2 of the Evaluation and Selection Process.

Proposals that fail to comply with a Mandatory Requirement due, in the Corporation's sole determination, to clerical or administrative error or oversight, may be deemed compliant with the Mandatory Requirement if the Proposer acknowledges the error or oversight and takes corrective action in writing within **24 hours** of the Corporation giving notice of the same. For clarity, this provision will only apply to clerical or administrative errors or oversights made or omitted by a Proposer in responding to Mandatory Requirements and will under no circumstance be construed in such a manner as to extend to the affected Proposer any opportunity to amend, update, adjust, enhance or correct its Proposal in respect of Pricing or any Rated Requirement.

Stage 2: Review of Rated Requirements

Stage 2 applies to all Proposals that have not been eliminated in Stage 1 or that have not been disqualified for any of the reasons set out in Section 2.4.

As part of the Rated Requirements review, Proposers are required to complete the Qualifications Questionnaire found in Attachment 6, following the instructions provided in the document.

Proposers' responses to Rated Requirements will be evaluated on the extent to which they meet the requirements.

Proposers' Proposals should therefore contain detailed responses and references to any attached substantiating documentation. Responses and substantiating documentation should be clear, direct and grouped together with an index provided to make it easy for the evaluators to locate a particular response or substantiating item.

Proposals that do not respond to a particular Rated Requirement will receive a zero-point score for that Rated Requirement.

For each Proposal that has proceeded to Stage 2, the Corporation will review, and score the information provided by the Proposer in response to the Rated Requirements provided for in Section 5.0 of the RFP.

The total score awarded to the Proposal at the end of this stage is the "Stage 2 Score".

Top Number of Proposers

Any Proposal that meets or exceeds the Rated Requirements score of **70%** will move forward to Stage 3 Due Diligence and Optional Site Visits. Where less than five (5) Proposals meet or exceed the **70%** score, the Corporation may, at its sole discretion accept up to the five (5) highest scored Proposals from the evaluation of this stage to move forward to Stage 3 Due Diligence and Optional Site Visits. All other Proposals will be eliminated from further consideration and shall not be eligible to proceed to the next stage.

Stage 3: Due Diligence and Optional Site Visits

At the Corporation's sole discretion, the Corporation may require a Site Visit to the Proposer's site or sites as a result of the Proposer's response to this RFP.

The purpose of such a visit includes, but is not limited to, ensuring the Proposer has a complete understanding of the Services, the required capability and capacity to perform the Services, and allow Canada Post the opportunity to validate and/or clarify the information submitted in the Proposer's proposal. The visit, if required, will be coordinated by the Agreement Authority.

By submitting a Proposal pursuant to this RFP, the Proposer is deemed to have agreed to allow the Corporation's evaluation team to visit your facilities, if required.

If, in its sole discretion, the Corporation determines that sufficient information has been received to permit the Corporation to make a selection from among the Proposers following the completion of Stage 3, then there will be no Site Visit and the Stage 3 Score will be equivalent to the Stage 2 Score.

The Site Visit will not be scored, but it may be used to validate the Proposer's responses to any of the Rated Requirements that were scored in Stage 2 of the Evaluation and Selection process. Based on the findings of the Site Visit, the evaluation team may increase or decrease the Stage 2 score for any of the Rated Requirements. The adjusted Stage 2 Score awarded to the Proposal at the end of this stage is the "Stage 3 Score".

Stage 4: Review of Pricing

For each Proposal that has progressed to Stage 4, the Corporation will open the Price Envelope (Envelope 1).

Note: Completion of Stage 4 requires the Proposers to complete the following:

- Schedule "B", Section 2 – Fixed yearly service rates tables for all years specified.
- Schedule "B", Sections
 - o 3(a) – Adhoc rate tables.
 - o 3(b) – Peak Season CH Rate table.
 - o 3(c) – Minimum Call-out charge table.
 - o 3(g) – Additional trailer rates table.
 - o 3(h) – Shunting rate table.

Failure to provide pricing information as requested, may result in disqualification.

Term Pricing Evaluation:

Total Term Cost – Total Term Cost shall be determined by calculating the sum of all Fixed Yearly, Ad hoc and Peak Season CH services.

Stage 5: Overall Ranking - Final Selection

The Corporation shall determine a Cost per Point score for each Proposal. Cost per Point shall be calculated by dividing the Stage 4 - Total Term Cost by the Stage 3 Score. Cost per Point scores for each Proposal shall be ranked in order of lowest to highest. Final recommendation for Agreement award will be based on lowest ranked Cost per Point score.

However, the Corporation may, at its sole discretion, recommend another Proposer for Agreement award if within 5% of the lowest Cost per Point score, and has a lower Stage 4 – Total Term Cost.

Section 4.0 Mandatory Requirements

Mandatory Requirements must be met by all Proposers, failing which their Proposals will be disqualified.

Where requested, the Proposer must demonstrate compliance to the Mandatory Requirement or submit the substantiating information requested.

4.1 Signed Offer to Supply

A representative of the Proposer, who is legally authorized to enter into a contractual relationship in the name of the Proposer, must complete and sign the Letter of Offer, Attachment 4 to this RFP, and submit it as part of their Proposal.

4.2 Proposal Irrevocable by Proposer and Validity Period

The Proposer agrees that by signing the Letter of Offer, subject to the Proposer's right to withdraw a Proposal prior to the Closing Date and Time, Proposals will be irrevocable by the Proposer and remain in effect and open for acceptance by The Corporation for "180" calendar days following the Closing Date and Time (the "Validity Period" VALIDITY PERIOD).

4.3 The Corporation's Confidential Information

The Proposer agrees by signing the Letter of Offer that all the Corporation Confidential Information is the property of the Corporation and the Proposer must:

- (a) Hold the Corporation Confidential Information in confidence;
- (b) Use the Corporation Confidential Information only for the purpose of replying to this RFP and fulfilling its obligations under the Agreement;
- (c) Not disclose the Corporation Confidential Information without prior written authorization from the Corporation;
- (d) Disclose this information to sub-Contractors only after the sub-Contractor has agreed to these restrictions with respect to disclosure and use of this information and has acknowledged same to the Proposer in writing;
- (e) Upon request, return the Corporation Confidential Information to the Corporation within 10 calendar days.

4.4 Other Mandatory Requirements

- (a) Subject to Section 1.4.6.6 and Section 2.1.3, Proposals **must** be submitted in writing by Proposers and be received by the Corporation, on or before the Closing Date and Time:
 - (a) By submitting a Proposal, the Proposer is agreeing to:
 - (i) comply with the age of vehicle requirements set forth within Section 6 of the Service Schedules,
 - (ii) provide the requested insurance coverage as per Schedule "B" Section 5,
 - (iii) comply with the requested coverages for Workers Compensation as per Section 10 of Attachment 3 – Canada Post Sample Agreement, and agree to provide certificates upon request, and,
 - (iv) comply with the Attachment 7 - Schedule "C" Security Requirements and maintain employee and/or subcontractor security clearances throughout the term of the Agreement.

Section 5.0 Rated Requirements

The ability to follow instructions in the RFP response is considered indicative of the Proposer's ability to work with the client during the project. The overall presentation of the Proposal should provide:

- Thorough and clear responses
- Table of Contents with associated page numbering
- Sequential numbering identical to this RFP
- Clear references to substantiating information

The response will be rated overall against these criteria.

Provide a detailed response to each of the Rated Requirements included below.

Respond on a paragraph-by-paragraph basis using the same part, division, subsection, clause, page number etc. in the response.

Proposers are to submit the information requested and if unable to comply, the reason for non-compliance is to be stated. For those requirements to which Proposers cannot comply, state the page number, section and subsection and the reason for non-compliance. Significant non-compliance may be assessed as non-conformance.

Where unclear, the Proposer is encouraged to seek clarification by the Contracting Officer prior to *the Deadline for Receipt of Questions*.

5.1 Qualification Questionnaire

Attachment 6 contains a Qualifications Questionnaire which must be completed by all Proposers. The responses provided within this questionnaire will be rated by the evaluation team using pre-determined criteria in order to develop an appropriate score for each Proposal.

The results of the evaluation of the Qualifications Questionnaire will formulate your Stage 2 score. Proposers are encouraged to thoroughly answer the questions and provide additional information where necessary.

Section 6.0 Service Specifications (Attachment 1 – Schedule “A”)

**SCHEDULE “A”
REGINA and PRINCE ALBERT S019_S020**

START DATE: September 1, 2022

DESCRIPTION OF SERVICE	DESCRIPTION DU SERVICE
Transportation of mail between designated delivery points and designated tender points as described in section 3 “Surface Transportation Schedule”.	Transport du courrier entre les points de livraison et les points de cueillette désignés à la section 3 “Horaire de service”.

1-TYPE OF VEHICLE REQUIRED//TYPE DE VÉHICULE REQUIS

Description	Vehicle required// Véhicule requis (X)	Vehicle Specification type//Spécifications du véhicule Type 1-20 *	Number of unit(s) required//Nombre d’unité(s) requise(s) (#)
Tractor//Tracteur	X	28	2
Trailer//Remorque	X	26	2
Straight truck//Camion porteur			
Section 7.0 Cube van//Camion Cube			
Cargo Van//Fourgonnette			
Other//Autres	See ‘Other Requirements’ below // Voir ‘Autres Exigences’ en bas		

* Refer to Vehicle Specification Chart for Measurements and Payloads. Se référer au tableau des spécifications du véhicule pour dimensions et charges utiles.

OTHER MANDATORY REQUIREMENTS // AUTRES EXIGENCES OBLIGATOIRES

Description	Yes/Oui (X)
Barn doors//Portes rabattantes	X
Roll up doors//Portes à rideau	
No preference//Aucune préférence	
Side door//Porte latérale (indicate L or R // indiquer G ou D)	
Driver certification required to use CPC Industrial low lift trucks (section 4.3)// Certificat du chauffeur requis pour utiliser les chariots élévateurs à petite levée de Postes Canada (section 4.3)	X
Mean of communication for the driver on duty// Moyen de communication pour le chauffeur en service	
Cellular or pager or 2-way radio// Cellulaire ou télé avertisseur ou radio numérique bidirectionnelle	X
GPS//Système de positionnement mondial	
Not required/Non requis	X
Tailgate lifter//Hayon élévateur	
Pallet lifter // élévateur pour palettes	

SERVICE SUMMARY/RÉSUMÉ DU SERVICE

Approximate annual distance//Distance annuelle approximative	225,696 km
Normal number of operating days	302
Approximate daily distance – S019 Days 1,2,3,4,7 & S020 Days 1,2,3,4,5	794 km X 250 days 198,500
Approximate daily distance – Saturday Day 6	523 km X 52 days 27,196
Approximate Daily hrs Monday – Friday(Sunday to Thursday)	14:00 hrs
Approximate Daily hrs Saturday	8:15 hrs

**OTHER REQUIREMENTS AND SPECIAL EQUIPMENT//AUTRES EXIGENCES ET
ÉQUIPEMENT SPÉCIAL**

The specified annual distance may vary from posted distance. It is contractor's responsibility to verify actual distance.

La distance annuelle indiquée peut changer de la distance signalée. Il est de responsabilité d'entrepreneurs de vérifier la distance réelle.

Version: Apr 2015

2- VEHICLE SPECIFICATIONS//SPÉCIFICATIONS DU VÉHICULE

TYPE	DESCRIPTION	BOX MEASUREMENTS// DIMENSIONS DE LA BOITE			CUBIC CAPACITY// CAPACITÉ CUBIQUE		PAYLOAD CAPACITY / CHARGE UTILE (KG)	GROSS VEHICLE WEIGHT (GVW) /POIDS BRUT VÉHICULE (PBV) (KG)	MONO CAPACITY / CAPACITÉ EN MONOS
		OUTSIDE LENGTH/ LONGUEUR EXTÉRIEUR	OUTSIDE WIDTH/ LARGEUR EXTÉRIEUR	INSIDE HEIGHT/ HAUTEUR INTÉRIEUR	CUBIC FEET/ PIEDS CUBES	CUBIC METERS /MÈTRES CUBES			
1	SUITABLE ENCLOSED & SECURE VEHICLE WITH A CAPACITY OF NO LESS THAN :								
2	CARGO VAN// FOURGONNETTE				250	7.1	800	3000	
3	EXTENDED CARGO VAN//FOURGONNETTE ALLONGÉE				300	8.5	1400	3500	
4	CUTAWAY// FOURGON TRONQUÉ	12' 3.60 m	7'6" 2.28 m	76" 193 cm	570	16.2	2000	4500	6 - S
5	CUBE VAN//FOURGON CUBE	14' 4.27 m	8' 2.44 m	76" 193 cm	640	18.2	3600	5800	6 - S
6	CUBE VAN HD//FOURGON CUBE HD	16' 4.88 m	8' 2.44 m	84" 213 cm	818	23.2	4500	7000	6 - S
7	CUBE VAN HD//FOURGON CUBE HD	18' 5.49 m	8' 2.44 m	84" 213 cm	923	26.2	5400	8000	7 - S
8	STRAIGHT TRUCK//CAMION PORTEUR	18' 5.49 m	8.5' 2.59 m	84" 213 cm	985	27.9	5400	8000	8 - S
9	STRAIGHT TRUCK//CAMION PORTEUR	20' 6.1 m	8.5' 2.59 m	84" 213 cm	1097	31.0	6300	8000	9 - S
10	STRAIGHT TRUCK//CAMION PORTEUR	20' 6.1 m	8.5' 2.59 m	96" 244 cm	1360	38.9	6300	11000	9 - S
11	STRAIGHT TRUCK//CAMION PORTEUR	22' 6.7 m	8.5' 2.59 m	84" 213 cm	1208	34.2	7200	15800	11 - S
12	STRAIGHT TRUCK//CAMION PORTEUR	22' 6.7 m	8.5' 2.59 m	96" 244 cm	1496	42.7	7200	15800	11 - S
13	STRAIGHT TRUCK//CAMION PORTEUR	22' 6.7 m	8.5' 2.59 m	102" 259 cm	1500	42.5	7200	15800	11 - S 22 - D
14	STRAIGHT TRUCK//CAMION PORTEUR	24' 7.31 m	8.5' 2.59 m	102" 259 cm	1554	44.0	7500	15800	11 - S 22 - D
15	STRAIGHT TRUCK//CAMION PORTEUR	26' 7.92 m	8.5' 2.59 m	96" 244 cm	1637	46.4	8100	15800	12 - S 24 - D
16	STRAIGHT TRUCK//CAMION PORTEUR	26' 7.92 m	8.5' 2.59 m	102" 259 cm	1879	53.7	7800	15800	12 - S 24 - D
17	STRAIGHT TRUCK//CAMION PORTEUR	28' 8.53 m	8.5' 2.59 m	96" 244 cm	1765	50.0	8100	15800	13 - S 26 - D
18	PUP TRAILER//REMRORQUE	28' 8.53 m	8.5' 2.59 m	102" 259 cm	2023	57.8	8100		13 - S 26 - D
19	PUP TRAILER//REMRORQUE	30' 9.14 m	8.5' 2.59 m	96" 244 cm	1893	53.6	9000		14 - S 28 - D
20	PUP TRAILER//REMRORQUE	30' 9.14 m	8.5' 2.59 m	102" 259 cm	2168	62.0	9000		14 - S 28 - D
21	PUP TRAILER//REMRORQUE	32' 9.75 m	8.5' 2.59 m	102" 259 cm	2312	66.0	11000		16 - S 32 - D
22	PUP TRAILER//REMRORQUE	35' 10.67 m	8.5' 2.59 m	102" 259 cm	2352	66.6	11000		16 - S 32 - D
23	PUP TRAILER//REMRORQUE	40' 12.19 m	8.5' 2.59 m	102" 259 cm	2692	76.2	15000		20 - S 40 - D
24	PUP TRAILER//REMRORQUE	45' 13.72 m	8.5' 2.59 m	102" 259 cm	3032	85.9	17000		22 - S 44 - D
25	TRAILER//REMRORQUE	48' 14.63 m	8.5' 2.59 m	102" 259 cm	3236	93.0	24000		24 - S 48 - D
26	TRAILER//REMRORQUE	53' 16.2 m	8.5' 2.59 m	102" 259 cm	3236	103.0	24000		26 - S 52 - D
27	CITY TRACTOR (6 WHEELS)//TRACTEUR DE VILLE (6 ROUES)								
28	HIGHWAY TRACTOR (10 WHEELS)//TRACTEUR DE ROUTE (10 ROUES)								

2.1 AGE OF VEHICLES

The Vehicles (power units) performing the service will not be older than **five (5)** years at the starting date of the Agreement.

The Trailers provided will not be older than **five (5) years** at the starting date of the Agreement.

2.2 MONOTAINER CAPACITY

S = Single monotainers D = Double stacked monotainers
Monotainer capacity is for CPC reference only. When loose loading, the determining factor will be maximum licensed cargo capacity.

2.1 ÂGE DES VÉHICULES

Les véhicules (les unités) qui exécutent le service ne doivent pas être en service depuis plus de **cinq (5)** ans au moment de l'entrée en vigueur de l'entente. Les remorques fournies ne doivent pas être en service depuis plus de **cinq (5) ans** au moment de l'entrée en vigueur de l'entente.

2.2 CAPACITÉ EN MONOTENEURS

S = Monoteneurs simples D = Monoteneurs doublés
La capacité en monoteneurs n'est précisée qu'à des fins de référence pour Postes Canada. Dans le cas d'un chargement en vrac la capacité maximale autorisée de chargement est le facteur déterminant.

2.3 DOOR OPENING
95 inches is the minimum clearance for straight trucks and tractor/trailer units for door opening from the highest point of the floor to lowest point of door.
2.4 MEASUREMENTS AND PAYLOADS
The above specifications are minimum requirements and are to be used as general guidelines only. Vehicle Size and cube variations are possible as long as minimum requirements are met as per Vehicle Specifications Type indicated.
2.5 VEHICLE HEIGHT TO DOCK LEVEL
All straight trucks or tractor trailer units (types 8 to 26) must meet industry standards for loading/unloading from a standard 48" ground to dock floor level high dock unless otherwise specified in Schedule A.
2.6 RESTRICTIONS
No refrigerated ("reefer") trucks are allowed No propane heaters are allowed

2.3 OUVERTURE DES PORTES
95 pouces est l'espace de dégagement minimum pour l'ouverture de la porte dans le cas des camions porteurs et des ensembles tracteur/remorque entre le point le plus haut de la plate-forme et le point le plus bas de la porte.
2.4 DIMENSIONS ET CHARGES UTILES
Les spécifications ci-dessus sont des exigences minimales et ne doivent être utilisées que comme des lignes directrices générales. Il peut y avoir des variations dans la taille ou le volume du véhicule à condition que les exigences minimales aient été respectées selon le numéro du type de spécification du véhicule requis.
2.5 HAUTEUR DU CAMION PAR RAPPORT AU QUAI
Tous les camions porteurs et les ensembles tracteur/remorque (types 7 à 18) doivent être conformes aux normes de l'industrie relatives au chargement et au déchargement depuis un quai standard d'une hauteur de 48 pouces par rapport au sol, sauf dispositions contraires de l'Annexe A.
2.6 RESTRICTIONS
Pas de camion réfrigéré (« reefer ») Pas de système de chauffage au propane

3-SURFACE TRANSPORTATION SCHEDULE//HORAIRE DE TRANSPORT

CANADA POST CORPORATION TRANSPORTATION SURFACE ORDER

41

Effective: September 1, 2022

S019		REGINA & PRINCE ALBERT	S020		
6	1 - 4 , 7	(3,392 cubic feet)	2 - 6	6	
Start	11:15	21:45	LOAD/UNLOAD	01:45	19:45
	R11:30	R22:15	REGINA	D01:30	D18:15
	D14:15	D01:30	SASKATOON M.P.P.	R22:30	R15:15
	--	R02:30	SASKATOON M.P.P.	D21:00	--
	--	D04:30	PRINCE ALBERT	R19:00	--
Finish	14:30	04:45	UNLOAD/LOAD	18:45	14:45
	6	2 - 5, 1		1 - 5	6

3:15	7:00	Daily Hrs	7:00	5:00
52	250	Days of Operation	250	52
261.5	397	Daily kms	397	261.5

Legend:

R Receipt of mail D Delivery of mail E Exchange of mail

1=Monday 2=Tuesday 3=Wednesday 4=Thursday 5=Friday 6=Saturday 7=Sunday

Distributed by:

Distributed to:

Transportation Officer
Winnipeg MB R3H 3H3



4-VEHICLE & OPERATIONAL REQUIREMENTS//EXIGENCES OPÉRATIONNELLES ET EXIGENCES EN MATIÈRE DE VÉHICULES

4.1 EQUIPMENT
All equipment must be licensed for the maximum legal G.V.W. All equipment must meet Federal, provincial and municipal regulations governing the use and condition of such equipment
Straight trucks and trailers must have ICC bars in order to accommodate the Dock Lock systems at Canada Post mail processing facilities.
If, for any reason, the contractor has to provide a substitute or replacement for the vehicle contracted for Schedule "A", the substitute vehicle must meet or exceed the contract specifications.
Drivers will install and/or remove wheel chocks to/from truck or trailer wheels at all stops on the schedule, if applicable.
C.S.A. approved safety shoes must be worn at all times on CPC property. CSA Z96-02 approved high-visibility traffic safety vest must be worn at all times on CPC loading areas. Loading area is defined as follows: <ul style="list-style-type: none"> • Mechanized plants: on the loading docks and in the adjacent parking lots. • Postal stations: in the loading areas and on the dock when a low-lift truck (L-7) is in use. • Truck parking lots and traffic lanes in postal installations.
All vehicle doors are to be furnished with a lock or locking mechanism in order to affix Canada Post seals if required. The Contractor must ensure that the vehicles and the keys for vehicles remain secure at all times.
4.2 SPECIAL SERVICE TASKS
The inside of the box/trailer must be kept clean at all times from refuse (dust, paper or cardboard waste etc.)
The Contractor may be required to carry postal equipment such as street letter boxes, relay boxes etc on the regular schedule
When requested by Canada Post, the Contractor shall separate by product line on the vehicle all mail picked up on the mail collection trip.
4.3 MOTORIZED MATERIAL HANDLING EQUIPMENT (MMHE) TRAINING
The Contractor may have to use Industrial low lift trucks or Motorized Material Handling Equipment (MMHE) to perform the service on certain services. Refer to table "other mandatory requirements" to know if the driver(s) need a certification to use a MMHE. If there is no need to use an industrial low lift truck or a MMHE equipment, then the Contractor acknowledges that in the performance of the work, the operation of manual and mechanized equipment may be required. Accordingly, in the event the Contractor uses or is required to use Canada Post equipment for

4.1 MATÉRIEL
Le matériel utilisé doit posséder un permis pour le PBV maximum autorisé par la loi. Le matériel doit respecter l'ensemble des règlements fédéraux, provinciaux et municipaux relatifs à l'utilisation et à l'état de ce matériel.
Les camions porteurs et les remorques doivent être munis de barres ICC afin d'assurer la compatibilité avec les systèmes Dock-Lock des établissements de traitement du courrier de Postes Canada.
Si, pour une raison quelconque, l'entrepreneur se voit obligé de fournir un véhicule de remplacement pour celui qui est visé par l'Annexe A, le véhicule de remplacement doit respecter les spécifications du contrat ou les dépasser.
Les conducteurs installeront ou ôteront les cales de roue sur le camion ou la remorque pendant tous les arrêts prévus à l'horaire, le cas échéant.
Les personnes qui se trouvent dans un emplacement appartenant à Postes Canada doivent en tout temps porter des chaussures de protection approuvées par la CSA Les personnes qui se trouvent dans les aires de chargement d'une installation postale appartenant à Postes Canada doivent en tout temps porter une veste de circulation à haute visibilité selon la norme CSA Z96-02. Aire de chargement est défini comme suit : <ul style="list-style-type: none"> • Établissements mécanisés : sur les quais de chargement et dans les stationnements adjacents. • Succursales postales : dans les aires de chargement et sur le quai lorsqu'un chariot élévateur à petite levée (L-7) est en fonction. • Stationnements des camions et voies de circulation dans les installations postales
Toutes les portes des véhicules doivent être munies d'une serrure ou d'un mécanisme de verrouillage afin de recevoir les sceaux fournis par Postes Canada si requis. L'entrepreneur doit veiller en tout temps à la sécurité des véhicules et des clés de véhicule.
4.2 TÂCHES DE CONVENTION PARTICULIÈRE
L'intérieur de la caisse ou de la remorque ne doit en aucun temps être jonché de déchets (poussière, résidus de papier et de carton).
L'entrepreneur pourrait avoir à transporter de l'équipement postal comme des boîtes aux lettres publiques, des armoires de relais etc. pendant l'horaire normal.
Si Postes Canada en fait la demande, l'entrepreneur devra séparer le courrier ramassé pendant le parcours de levée du courrier par catégorie de produit.
4.3 FORMATION SUR ÉQUIPEMENT MANUEL ET MÉCANISÉ DE MANUTENTION (EMM)
L'entrepreneur reconnaît que l'utilisation de chariots élévateurs à petite levée ou d'équipement manuel et mécanisé (EMM) peut être exigée aux fins de l'exécution du travail pour certains services. Se référer au tableau « autres exigences obligatoires » pour savoir si le chauffeur a besoin d'un certificat pour utiliser un EMM. Dans le cas où l'utilisation d'un chariot élévateur à petite levée ou un EMM n'est pas nécessaire, l'entrepreneur reconnaît que l'utilisation d'équipement manuel et mécanisé peut être exigée aux fins de l'exécution du travail. En conséquence, si

loading and/or unloading of the mail, the Contractor shall make such use at its own risk and shall indemnify and hold Canada Post harmless pursuant to the indemnification provisions set forth in this agreement, with respect to any liability arising from such use.
If the driver(s) need(s) to use an industrial low lift truck or a MMHE equipment , then the contractor at its own expense) shall provide personnel who are properly trained and certified (carry a card) in accordance to the Canada Labour Code (“Code”) and the Canadian/Provincial Occupational Health and Safety Regulations (“COSH”) level in the operation of industrial low lift trucks (Motorized Material Handling Equipment (MMHE), similar to LR7 and LW7). The Contractor will be required to use Canada Post equipment for loading and/or unloading the mail, the Contractor shall make such use at its own risk and shall indemnify and hold Canada Post harmless pursuant to the indemnification provisions set forth in this Agreement, with respect to any liability arising from such use. The contractor’s driver may be challenged, a certification document/card, in the use of MMHE, <u>must</u> be shown to any Canada Post Officials upon request. Lack of proof will require the contractor to provide a driver certified, in the use of MMHE, for the service or an alternate contractor (at the contractor’s expense) will be used until a certified driver can be provided.
4.4 COMMUNICATIONS
Contractor must provide 24-hour communication access to supervisory staff.
If indicated, the contractor must provide a working cellular telephone, 2-way radio or pager in the vehicle at all times while on duty.
4.5 SERVICE IRREGULARITIES
Any service irregularities, problem or delays (breakdowns, weather, facility delays, etc) must be reported to the Area Performance Centre (APC) (1-800-665-8732) within 15 minutes of occurrence.
4.6 CANADA POST KEYS
CPC Keys must be kept secure at all times. Loss of keys must be reported to Regional Control Centre. The contractor is liable for any costs due to the lost of keys.
4.7 DOCK PROCEDURES
It is the responsibility of highway service contractors to ensure their drivers familiarize themselves and follow dock procedures at all times. Dock procedures are posted on the dock at all Canada Post mail processing plants.
4.8 FREQUENCY DEFINITIONS
Day 1 = Monday Day 2 = Tuesday Day 3 = Wednesday Day 4 = Thursday Day 5 = Friday Day 6 = Saturday Day 7 = Sunday
4.9 STATUTORY HOLIDAYS
New Year’s Day Canada Day Good Friday Labour Day Easter Monday Thanksgiving Day Victoria Day Remembrance Day St-Jean Baptiste Day Christmas Day (Quebec only) Boxing Day Civic Holiday (except Quebec)
4.10 OPERATING RULES ON STATUTORY HOLIDAYS
The service usually does not operate on statutory holidays. However, for the purpose of determining

l’entrepreneur utilise ou doit utiliser l’équipement de Postes Canada pour charger et décharger le courrier, il en fait usage à ses propres risques et s’engage à indemniser Postes Canada et à la tenir exempte de toute réclamation aux termes de la présente entente pouvant découler de l’utilisation de l’équipement.
Dans le cas ou l’utilisation d’un chariot élévateur à petite levée ou d’un EMM est nécessaire , l’entrepreneur s’engage à recourir à ses frais à des employés qui sont formés et accrédités (titulaires d’une carte) en conformité avec les dispositions du <i>Code canadien du travail</i> (« Code ») et des règlements fédéraux et provinciaux en matière de santé et de sécurité au travail aux fins de l’utilisation de chariots à petite levée (équipement de manutention motorisé de type LR7 et LW7). L’entrepreneur doit utiliser l’équipement de Postes Canada pour charger et décharger le courrier, il en fait usage à ses propres risques et s’engage à indemniser Postes Canada et à la tenir exempte de toute réclamation aux termes de la présente entente pouvant découler de l’utilisation de l’équipement. Le conducteur engagé par l’entrepreneur peut être soumis à une vérification; un document ou une carte d’accréditation <u>doit</u> alors être présenté à la demande de n’importe quel responsable de Postes Canada. À défaut d’une preuve, l’entrepreneur doit engager un conducteur certifié aux fins de l’utilisation d’EMM pour la prestation du service en question ou un autre entrepreneur devra assurer ce service (aux frais de l’entrepreneur) jusqu’à ce qu’un conducteur certifié soit engagé.
4.4 COMMUNICATIONS
L’entrepreneur doit s’assurer qu’il est possible en tout temps de communiquer avec le personnel de supervision.
L’entrepreneur doit fournir, s’il y lieu, aux chauffeurs en service un téléphone cellulaire en état de fonctionnement, une radio avec émetteur-récepteur ou un téléavertisseur.
4.5 IRRÉGULARITÉS DU SERVICE
Toute irrégularité du service, tout problème ou retard (bris, météo, retards liés aux établissements, etc.) doivent être signalés au Centre de rendement par secteur (CRS) (1-800-665-8732) en moins de 10 minutes après l’incident.
4.6 CLÉS DE POSTES CANADA
Les clés de Postes Canada doivent en tout temps être à l’abri des pertes ou du vol. Il faut signaler toute perte de clé au Centre régional de contrôle. L’entrepreneur est responsable des coûts causés par la perte de clés.
4.7 PROCÉDURES RELATIVES AUX QUAIS
Il incombe aux entrepreneurs du service routier de s’assurer que leurs chauffeurs connaissent les procédures relatives aux quais et qu’ils les suivent en tout temps. Les procédures relatives aux quais sont affichées dans tous les quais d’établissement de traitement du courrier de Postes Canada.
4.8 DÉFINITIONS DE LA FRÉQUENCE
Jour 1 = lundi Jour 2 = mardi Jour 3 = mercredi Jour 4 = jeudi Jour 5 = vendredi Jour 6 = samedi Jour 7 = dimanche
4.9 CONGÉS FÉRIÉS
Jour de l’An Fête du Canada Vendredi saint Fête du Travail Fête de Pâques Jour de l’Action de Grâce Fête de la Reine Jour du Souvenir St-Jean Baptiste (Québec Jour de Noël seulement) Lendemain de Noël Fête civique (excepté Québec)
4.10 RÈGLEMENTS D’EXPLOITATION RELATIFS AUX JOURS FÉRIÉS
Il n’y a habituellement pas de prestation du service pendant les jours fériés. Les règlements et les définitions qui suivent s’appliquent néanmoins aux

payment for services required to operate on a statutory holiday, the following rules and definitions will apply.

Canada Post reserves the right to substitute a statutory holiday for a cancelled normal operating day. A modification to the schedule, which precedes or follows a statutory holiday, may be required resulting in cancelled trip(s), e.g. canceling the regular Saturday and Sunday trip preceding a holiday Monday. In such cases the contractor may be required to operate on the statutory holiday in lieu of the cancelled trip. No additional payment will be allowed.

Payment for services operating on a statutory holiday excluding situations described as on paragraph above will be based on pro-rata rate only as per the annual contract value.

situations où il s'agit de déterminer le paiement des services qui sont exigés pendant un jour férié.

Postes Canada se réserve le droit de remplacer un jour férié par une journée normale d'exploitation qui aurait été annulée. Une modification de l'horaire immédiatement avant ou après un jour férié peut être exigée, causant ainsi l'annulation d'un parcours ou plus, par ex. l'annulation du service normal le samedi et le dimanche avant un jour férié tombant le lundi. Dans un tel cas, il peut être exigé que l'entrepreneur exécute le service le jour férié en remplacement des parcours annulés. Aucun paiement additionnel ne sera autorisé.

Le paiement des services fournis un jour férié, à l'exception des situations décrites dans le paragraphe ci-dessus, sera basé sur un tarif calculé au pro rata de la valeur annuelle du contrat.

5-PERFORMANCE MEASUREMENT//MESURE DU RENDEMENT

Canada Post will monitor the Contractor performance and may choose to audit and dispute reported information. Where differences in the performance reported arise, the Contractor will be responsible to address the calculation variance raised by CPC. The Contractor will provide any back-up data supporting the data source information, including GPS reports as requested, to compile and support the Contractor's performance results. The Contractor may also be required to hold a meeting between its Management team and Canada Posts' at either location or by teleconference to discuss and/or review contractual and performance obligations as required.

5.1 COMPLIANCE

Section 8.0 Compliance with transportation schedules provided by Canada Post is critical to Mail processing and delivery by Canada Post. This is measured by excluding all carrier *non-controllable incidents*.

5.2 PERFORMANCE BASE

The schedule shown in the Schedule 'A' will be used as a measure for quality control/on-time performance. Any changes or deviations to the times shown in the schedule, be it due to Canada Post or Carrier requests or transit time allowances must be brought to the attention of Canada Post for further review and consideration.

5.3 PERFORMANCE MEASUREMENT STANDARDS AND ASSESSMENT

The Contractor is to submit performance in excel format on a monthly basis by the end of the 10th business day of the following month for which performance is being reported.

Canada Post's Performance Standards are as follows:

- 97% and higher Contractor exceeds expectations.
- 96% to 97% Key Contractor target range
- 90.1% to 95.9% Contractor provides and maintains Performance Improvement Plan.
- 90% and below Canada Post reserves the right to terminate the Agreement.

5.4 SERVICE FAILURES

In addition to the items listed under Section 6 (Definitions) of the Agreement the following categories are considered Service failures and will constitute an Event of Default:

- A cancellation or missed service departure by the Contractor, that Canada Post has scheduled;
- A delay of any service departure caused by the Contractor, resulting in the inability to despatch and/or deliver within the scheduled pick-up and delivery times;
- A misdirection of any Mail resulting in the Mail being carried to a point other than that identified on the schedule or otherwise requested in writing by Canada Post;
- A failure to carry all Volumes presented. (Applies to services where loading is done by the Contractor's driver)

5.5 DAILY FAILURE REPORTING

The Contractor is responsible to report any failure or anticipated failure not later than 15 minutes after becoming aware of any situation that has or may impair the Contractor's ability to perform as per the schedule. Failure on the part of the Contractor to notify Canada Post of Service failures, may constitute a default event. Reporting will be by means of telephone to the Canada Post Area Performance Center at 1-800-665-8732.

5.6 PERFORMANCE MEASUREMENT REPORTING FORMAT

It is the Contractor's responsibility to ensure that all source data (times from GPS locations) be collected from each point in its entirety, compile the data into Microsoft Excel format and report to Canada Post as identified throughout this SOW. Below is an example of a Contractor performance summary report.

Contractor Name						
Performance Year to Date (Year)						
Period (Month)	Carrier Performance	Number of Trips*	Total Contractor Failures	Dispatch Issue	Driver Issue	Mechanical Issues
1	98.3%	1000	17	5	7	5
2	98.0%	1085	22	7	5	10
3	97.2%	1025	29	11	8	10
4	98.6%	987	14	2	7	5
5	98.7%	1207	16	1	8	7
6	99.8%	1152	12	1	9	2
TOTAL	98.5%	6,456	110	27	44	39

*Each direction to be considered as individual trip when considering delays

5.7 CONTINGENCY PLANNING

Unless advised otherwise by Canada Post, the Contractor will remain responsible for contingency planning and shall inform Canada Post of the steps being taken to recover and complete the service. The Contractor must ensure pick-up and delivery and will be responsible for any costs associated to remedying the failure.

If the Contractor is unable to advise CPC of planned contingency plans for a service within 2 hours, Canada Post may arrange to have another Contractor perform the service and an administrative charge may apply. Administrative charges where applicable will be deducted in the form of a credit from the Contractor's next invoice at a rate of 15% of the Contractor's rate otherwise payable for the service (excluding fuel surcharges).

The Contractor must provide the Corporation with a detailed contingency plan, acceptable to the Corporation, at least thirty (30) days in advance of any threatened or actual industrial disturbance including, but not limited to Contractor strikes, lockouts, labour disputes or operational disruptions affecting in any way this Agreement.

5.8 PERFORMANCE IMPROVEMENT PLAN (PIP)

5.8.1

As outlined within this Schedule "A", the Contractor will be responsible to initiate, provide and maintain a Performance Improvement Plan (PIP). A PIP must be initiated when the Contractor's performance is reported at 95.9% or lower as measured during a rolling four week period. The PIP is to be maintained / updated on a weekly basis and submitted to Canada Post while performance continues at or below 95.9% to 90.1%. Removal or discontinuation of a PIP will apply once a Contractor has met an ongoing standard of 96% for a period of four consecutive weeks or as otherwise approved by CPC in writing. If a Contractor does not provide a PIP as required, Canada Post may choose to exercise its right to terminate the Agreement as an Event of Default. Canada Post may at any time during the Term of the Agreement, request a PIP be re-opened for a particular service for any reason and the Contractor will agree to do so. The Contractor will be responsible to design, implement and maintain their own PIP process; however it must include at a minimum the following elements:

- A PIP record number and date initiated
- Contractor name and contract number
- Details of the failure(s)
- Performance Reporting (On-time as per section 7.0 of this schedule)
- Operational plan including specific steps to improve performance and monitoring activities
- Communication plan details with Canada Post West Regional Surface Transportation

5.8.2

Where a PIP is generated due to a service performance issue and it does not result in an improved performance rating of 96% or higher within a four week period, Canada Post may choose to terminate the Agreement.

Where a Contractor is subject to a PIP for six (6) or more months in a 12 month period, Canada Post may choose to terminate the Agreement. Where Service performance is 90% or lower at any point in time, Canada Post may choose to terminate the Agreement.

6-DEFINITIONS

Adhoc: Highway service adhoc are services called out “as needed” in addition to the regular scheduled services listed on the grid found in Section 2 of this Agreement.

CPC: Canada Post Corporation.

Customer: The person or business whose product is being picked up by the Contractor.

Dispatch: Or Dispatchers, refers to the Contractor dispatch staff and operation. The Contractor dispatch operation is responsible for managing the movement of trailers to the appropriate destinations as per instructions from CPC.

Equipment: Empty equipment also referred to as ‘EQ’ owned by CPC and provided to Customers for the conveyance of Customer product. (Monos/ Plastic Pallets etc.)

E- Commerce Hotline: Customer Hotline at 1-844-289-0390 serves as a touch point of any communication between Customer and the Contractor for amendments/additional requests, events or incidents relating to service. If communication by e-mail a copy must be sent to Transportation Team (TCO) in Calgary

Facility or Plant - refers Canada Post physical location that receives product for process and dispatch from its Customers.

Live Load: Is a pick up that occurs with the driver remaining on site throughout the loading process.

Loose Load: means that Mail parcels and items are stacked individually one on top of the other in a truck – as opposed to containerized, where the goods are placed in a shipping unit (pallet/skid/Gaylord) and secured.

LVM: Large Volume Mailer – this refers to Customers that are identified to have enough volume for Canada Post and that who would be the primary recipient of this pick up service.

Non-controllable incidents: Such as delays caused by Canada Post Loading/Un-loading, Weather, Road conditions/closures, accident, derailment, vehicle inspection, other items determined to be out of a carriers reasonable control. This would **not** include mechanical issues, staffing/driver or switch issues, carrier dispatch error, poor road or yard management and anything considered to be controllable with preventative planning/maintenance.

Manifest: Documentation provided by a Customer with information on the load and volume dispatched for the purpose of tracking and billing.

MMHE: Motorized Material Handling Equipment.

Monotainer (Mono): A container for bulk mail products in transit between facilities. Consists of a rectangular welded steel base with open mesh sides constructed of horizontal and vertical wire rods welded at the crossover points. The monotainers may be stored in either the fully erected or fully collapsed condition.

Dimensions: (Erected/Collapsed)

Length 1322 mm /1322 mm

Width 1067 mm /1067 mm

Height 1115 mm / 260 mm

Monotainer: S = Single monotainers D = Double stacked monotainers (placed one on top of the other)

Off Peak: means week 4 to 41 inclusive of each calendar year. Volumes are generally less volatile.

On Demand: Pick-ups that are one-time Customer arrangements which are additional requests that are not initially planned/scheduled. (These can be called Adhoc as well).

Peak Season: also referred to as Peak Period, primarily refers to a timeframe of approximately October through January, for which mail volumes increase significantly. Customers such as Amazon and others feature annual sale dates – eg:

Amazon Prime Days or **Cyber Monday** where the volumes are projected for substantial increase. These should also be considered ‘Peak’ due to its nature of demand. Dates for these events vary each year, but would be published public knowledge, offering the contractor adequate preparation time.

Pick-up Time: Refers to the actual scanning of Manifest and ‘wheels rolling’ time. The product must be loaded and all activities related to the pick-up must be complete at the Pick-up time.

Plant RVU: Canada Post Receipt Verification Unit. This area is part of the Canada Post receiving area in the plant for Customer Manifests by the driver from LVM pick-ups.

Pin Switch: Is to pick up a preloaded trailer which has been dropped at a Customer facility and replaced with an empty trailer. Usually lasts between 10 to 15 minutes; but can be as long as 40 minutes if shunting is needed.

PDT: Portable Data Terminal which are used by en-route personnel to scan items and documents at point of pick up. PDTs are also used to complete Manifest scans.

Schedule “A”: A detailed description of equipment and services rendered to Canada Post along with receipt and dispatch times and description of the work entailed to service each office.

Shunting: Shunting is required when a Canada Post Customer pick up location does not provide two or more docks needed to perform a Pin Switch. Therefore, the full trailer needs to be pulled out and an empty trailer is shunted onto the dock, and then the driver reconnects to the pulled trailer. This will happen for every pull in the schedule where extra docks are not provided.

TT: Tractor Trailer

Weekday: refers to Monday, Tuesday, Wednesday, Thursday and/or Friday

Weekend: refers to Saturday and Sunday

7-APPENDICES

The appendices in this Schedule A, as identified below are an integral part of this Schedule A.

Schedule A – Appendix 1: Safety Rules & Requirements

Schedule A – Appendix 2: Dock Safety Requirements

SCHEDULE A – APPENDIX 1: SAFETY RULES & REQUIREMENTS

Make it **safe.** | Pensez **sécurité.**
 Make it **home.** | Rentrez **sain et sauf.**



Safety rules All drivers in the yard

You are now entering a Canada Post mail processing facility. All visitors must report to a supervisor to receive a health and safety orientation, or be accompanied by an employee.

Employees and visitors are expected to follow all safety rules that apply to their position in addition to those described below. Note that hazard reporting and resolution are key responsibilities for all employees and team leaders, regardless of where they work.

**DURING ANY EMERGENCY EVACUATION,
ALL VEHICLE YARD TRAFFIC MUST STOP.**

Règles de sécurité Tous les conducteurs dans la cour

Vous entrez maintenant dans une installation de traitement du courrier de Postes Canada. Tous les visiteurs doivent se présenter à un superviseur pour recevoir une orientation sur la santé et la sécurité, ou être accompagnés d'un employé.

Les employés et les visiteurs doivent respecter toutes les règles de sécurité applicables à leur poste, en plus de celles décrites ci-dessous. Veuillez noter que la déclaration et la résolution des risques sont des responsabilités clés pour tous les employés et les chefs d'équipe, peu importe où ils travaillent.

**PENDANT TOUTE ÉVACUATION D'URGENCE,
TOUTE CIRCULATION DE VÉHICULES DOIT CESSER.**

<p>A class 2, level 2 high-visibility vest is mandatory when entering designated areas.</p>		<p>Le port d'un gilet de haute visibilité de classe 2, niveau 2 est obligatoire pour entrer dans les aires désignées.</p>
<p>Footwear: CSA-approved protective footwear bearing a green triangle or blue square patch is mandatory.</p>		<p>Chaussures : Le port de chaussures de protection homologuées CSA (portant le triangle vert ou le carré bleu de la CSA) est obligatoire.</p>
<p>Obey all posted traffic signs.</p>		<p>Obéissez à tous les panneaux de signalisation affichés.</p>
<p>Dock restraint mechanisms (dock locks)</p> <ul style="list-style-type: none"> Use dock restraints with ICC bars. Only go on green light. 		<p>Mécanismes de retenue des quais (dock locks)</p> <ul style="list-style-type: none"> Attachez le mécanisme de retenue des quais au pare-chocs. Déplacez-vous au feu vert seulement.
<p>Wheel chocks</p> <ul style="list-style-type: none"> Wheel chocks must be used for all medium and heavy vehicles while at the dock. Ensure both right and left rear wheels are chocked correctly. Put chocks back in place after use. 		<p>Cales de roue</p> <ul style="list-style-type: none"> Les cales de roue doivent être utilisées pour tous les véhicules moyens et lourds sur le quai. Assurez-vous que les roues arrière droite et gauche sont calées correctement. Remettez les cales de roue à leur place après usage.
<p>Wear your seat belt at all times when vehicle is in motion.</p>		<p>Portez votre ceinture de sécurité en tout temps lorsque le véhicule est en marche.</p>
<p>Sound the horn if there is no backup alarm.</p>		<p>Klaxonnez si le véhicule n'a pas d'avertisseur de recul.</p>
<p>Personal electronic devices such as cellphones and headsets are prohibited while traveling.</p>		<p>Les appareils électroniques personnels tels que les cellulaires et les casques d'écoute sont interdits lorsqu'on se déplace.</p>
<p>Motorized material handling equipment (MMHE) must be operated only in designated areas and by trained personnel.</p>		<p>L'équipement motorisé de manutention (EMM) doit être mis en marche uniquement dans les aires désignées et par des employés ayant la formation nécessaire.</p>

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Dock safety procedures – trucks and trailers



Applies to employees who use vehicles or trailers when entering Canada Post facilities.

Disconnecting trailers from tractors

For air-ride trailers:

1. Set spring brakes for truck and/or trailer (where applicable).
2. Release air from trailer manually **OR** wait for air to be released automatically.
3. Once air bags are empty, release spring brakes.
4. Back up slowly, making contact with loading dock.
5. Reset spring brakes.
6. Chock the wheels.
7. If the facility is equipped with a dock restraint mechanism, check that it is properly connected to the ICC bar.
8. Lower the stabilizing wheels/support legs.
9. Use CSA-approved jack if trailer is less than 32 feet (9.75 meters) long. Jacks are not required for longer trailers.
10. Disconnect the tractor in accordance with safe disconnecting procedures.
11. Carefully move the tractor away from the trailer.

Trucks and trailers left connected

For air-ride trucks/trailers:

1. Release air from trailer manually **OR** wait for air to be released automatically.
2. Once air bags are empty, release spring brakes.
3. Back up slowly, making contact with loading dock.
4. Set brakes for truck or tractor/trailer.
5. Shut off the engine and remove the key.
6. If the vehicle will be left unattended, lock the doors.

7. Chock the wheels and report to the dock supervisor (or designate) that the vehicle is secure.
8. If a dock restraint mechanism is available, visually inspect that it is properly connected to the ICC bar.

Using wheel chocks

It is mandatory for all vehicles docked at any Canada Post facility to have two wheels chocked.

Place one wheel chock in front and one behind the rear tire on each side of the truck or trailer (even if truck/trailer is against bollards, **as long as it can safely be accessed by driver from the side, i.e., not against a wall**).



Section 9.0 Schedules / Attachments 2 to 7

Attachment 2 – Schedule “B” – Fixed Yearly Service Rates

SCHEDULE “B” REGINA (SK) & PRINCE ALBERT HIGHWAY SERVICES (S019/S020)

Proposer Information // Information du soumissionnaire	
Name // Nom:	
Address // Adresse:	
Phone Number // Numéro de téléphone :	
Email Address // Adresse de courriel:	

1.0 Service Rate Instructions:

Proposers are to complete the Schedule “B” tables in Sections 2 and 3, with consideration of the following instructions:

- a) Payment to the Contractor shall be payable in Canadian funds after receipt of invoice or on an automatic monthly recurring basis, as the case may be, "**NET THIRTY (60) DAYS**". The Corporation will pay the amounts owing to the Contractor under this Agreement by direct deposit to the bank account designated by the Contractor.
- b) All Section 2 Fixed Yearly Service Rates must:
 - (i) **EXCLUDE FUEL:** The Corporation will pay additional fuel amounts separately and in accordance with the Schedule “D” Fuel Provision.
 - (ii) **EXCLUDE GST/HST:** The Service under this Agreement is zero-rated for the purposes of the Goods and Services Tax and the Harmonized Sales Tax (hereinafter referred to as "GST" and "HST") pursuant to Section 11 of Part VII of Schedule VI to the Excise Tax Act, R.S.C. 1985, Chapter E-15, as amended from time to time. It is also zero-rated for the purposes of the Quebec Sales Tax pursuant division VII of chapter IV of the Quebec Sales Tax Act, as amended from time to time.
 - (iii) **BE INCLUSIVE:** With the exception of fuel amounts as per Schedule “D” or unless otherwise stated within this schedule or as pre-authorized by The Corporation, Fixed Yearly Service Rates are considered inclusive of all Contractor costs required to execute the requested service, such as, but not limited to wages, maintenance, weather related delays, contingencies, stop charges, road closure detours, wait times, layover expenses and toll fees.

2.0 Fixed Yearly Service Rates

Subject to all other terms and conditions in this Agreement, The Corporation shall pay the Contractor, as consideration for the performance of the Regular Service as defined in Schedule “A” Section 3 – Surface Transportation Schedule (excluding Section 5 – Adhoc & Peak Season Obligations), the following Annual Rates:

Proposers must submit rates for all lanes for all five (5) years.

PERIOD	FROM	TO	ANNUAL RATE (EXCLUDING FUEL)
Year 1	September 1, 2022	August 31, 2023	\$
Year 2	September 1, 2023	August 31, 2024	\$
Year 3	September 1, 2024	August 31, 2025	\$
Year 4	September 1, 2025	August 31, 2026	\$
Year 5	September 1, 2026	August 31, 2027	\$
TOTAL			\$

All Annual Rates shall be automatically paid by the Corporation, therefore the Contractor is not required to submit a monthly invoice for the Regular Service. For the purpose of calculating the monthly amounts payable to the Contractor under this Agreement, all annual rates will be divided by 12 months.

3.0 Ad Hoc Rates for Additional Services

a) Ad Hoc Rates (Excluding Fuel)

Where the Contractor is required on a temporary ad hoc basis to perform additional services that are not provided for in Schedule “A”, the Contractor shall be paid in accordance with the following rates. All Trip Rates, Rate per KM and Rate per Hour shall exclude fuel. Fuel charges shall be in addition to the rates set forth below, and calculated at the time of invoice in accordance with provision (d) below.

Trip Rates

Lane Description	Year 1	Year 2	Year 3	Year 4	Year 5
Regina – Prince Albert – Regina (Round Trip with stops as listed in Section 3 Schedule “A”) (794 km round trip)	\$	\$	\$	\$	\$
Regina – Prince Albert (One-way Trip with stops as listed in Section 3 Schedule “A”) (397 one-way trip)	\$	\$	\$	\$	\$
Prince Albert – Regina (One-way Trip with stops as listed in Section 3 Schedule “A”) (397 round trip)	\$	\$	\$	\$	\$

Rate per KM, Rate per Stop and Rate per Hour:

Where a Trip Rate above does not apply, the following rates shall apply:

- i) For services greater than, or equal to 100 km of round trip distance, the Rate per km and Rate per Stop will apply. Note: Where the Contractor is required to perform stops, which are in addition to the Designated Delivery Point, the Contractor may include the Rate per Stop charge for each Designated Intermediate Point.
- ii) For services less than 100 km round trip, only the Rate per Hour will apply.

Ad hoc rates should take into consideration costs which may be required to deploy additional resources such as, but not limited to drivers and vehicles, and/or hiring of subcontractors. Where the Contractor is requested by Canada Post to provide a one-way delivery service, the Contractor may invoice the distance and/or time required for repositioning.

The Proposer is to complete all per km and per hour fields on the basis of **excluding fuel**.

Period	Distance >= 100 km (round trip)		<100 km (round trip)
	Rate per km (Excluding Fuel)	Rate per Stop	Rate per Hour (Excluding Fuel)
Year 1	\$ per km	\$ per stop	\$ per hour
Year 2	\$ per km	\$ per stop	\$ per hour
Year 3	\$ per km	\$ per stop	\$ per hour
Year 4	\$ per km	\$ per stop	\$ per hour
Year 5	\$ per km	\$ per stop	\$ per hour

b) Peak Season (CH) Trip Rate (Excluding Fuel)

Where the Contractor is required to perform Peak Season (CH) obligations as per Schedule “A” Section 5.0, the following trip rate shall apply. All Peak Season Rates shall take into consideration all Contractor incremental costs (if and when applicable), such as but not limited to, additional resources (drivers and vehicles), empty backhauls, extra vehicle/trailer rentals, temporary labour, employee overtime, sub-Contracting, and/or administrative costs (example: Security clearing additional drivers). Fuel charges shall be in addition to the rates set forth below and calculated at the time of invoice in accordance with provision (d) below.

	Year 1	Year 2	Year 3	Year 4	Year 5
Regina – Prince Albert – Regina (Round Trip with stops as listed in Section 3 Schedule “A”) (794 km round trip)	\$	\$	\$	\$	\$
Regina – Prince Albert (One-way Trip with stops as listed in Section 3 Schedule “A”) (397 one-way trip)	\$	\$	\$	\$	\$
Prince Albert – Regina (One-way Trip with stops as listed in Section 3 Schedule “A”) (397 round trip)	\$	\$	\$	\$	\$

Where the Corporation cancels a scheduled “CH” service with 4 hours of the scheduled load time, the Contractor may invoice the full amount of the cancelled trip.

- c) **Minimum Call-Out Charge:** Where additional services rendered are of minimal distance or time, a minimum charge may be invoiced. The Minimum Call-Out Charge will only apply when the total calculated charge as per Section (a) is less than the following Minimum Call-Out Charge rate set forth below: The Minimum Call-Out Charge is not in addition to the calculated rate as per Section (a).

	Year 1	Year 2	Year 3	Year 4	Year 5
Minimum Call-Out Charge	\$	\$	\$	\$	\$

Note that the Minimum Call-Out Charge will not apply in situations whereby the Contractor is requested to perform additional services that are within one hour of the commencement or completion of, or during the existing scheduled service as per Schedule “A” Section 3 – Surface Transportation Schedule, with the exception being situations whereby the additional service necessitates a driver change due to situations such as exceeding the legislated Hours of Service regulations.

- d) **Ad Hoc Fuel:** Where the Rate per km or Rate per hour as per Section a) applies, the Contractor will invoice fuel in addition to the Rate per km or Rate per hour. All fuel amounts and calculations must be included with the monthly invoice and the invoice must be accompanied by a printed copy of the Kent Marketing monthly average rates. All ad hoc fuel amounts must be calculated in accordance with the following formula:

$([MA] \times [d] \times [c]) \div 100 \div (1 + [TR])$; where:

- MA = Kent Marketing Monthly Average (\$/L), based on the month for which the service was performed and as per Schedule “D”.
- d = Distance (km) from Canada Post departure point to the authorized destination point, plus return trip where applicable.
- c = Consumption Rate as per Schedule “D” (L/100km).
- TR = Tax Rate as per Schedule “D”.

Example: Where: MA = \$1.00, d = 672 km, c = 45.0, TR = 1.13%
 $= \$1.00/L \times 672 \text{ km} \times 45.0 \text{ L} \div 100 \div (1+.13)$
 $= \$1.00 \times 672 \times 0.45 \div 1.13$

Ad Hoc Fuel = \$267.61

- e) **Ad hoc invoices** pertaining to this Agreement must be sent to the following address:

Canada Post Corporation
 Attn: Transportation Area West
 1870 Wellington Ave.
 Winnipeg, MB, R3H 3H3

All monthly invoices must include Line Item Details, date of invoice, Canada Post vendor number, invoice number, agreement number, Contractor name, Contractor address and Contractor remit-to address. **Where the Contractor performs multiple ad hoc trips within a monthly period, the Contractor shall combine all trips to one monthly invoice and submit to the Corporation at the end of the month for which the service(s) were performed.** Peak Season “CH” trips shall also be combined to one monthly invoice.

Line Item Details must include the following: Date of Ad hoc or “CH” Service, Authorization Number, rates charged, total distance in kilometers (or total hours incurred) and line total. Where applicable, all ad hoc fuel amounts and

calculations must be included on the monthly invoice and must be accompanied by a printed copy of the Kent Marketing monthly average rates that were utilized for the fuel calculations.

Each invoice must be accompanied by copies of Canada Post Surface Transportation Report (STR) or equivalent Canada Post document as predetermined by the Canada Post Designated Official, for each trip performed. Failure to provide an STR (or equivalent) with the invoice may nullify payment to the Contractor.

The Contractor shall not submit an invoice until after the requested service has been fully performed. Monthly invoices must be submitted to Canada Post within 30 days following the end of the month for which the Service was performed. All invoices shall be subject to the approval by the Canada Post Designated Official.

- f) **Trip Distance:** The trip distance which may be applicable to ad hoc services, will be based on the distance from the Canada Post Designated Tender Point to the requested Designated Delivery Point, and including any Designated Intermediate Points. Canada Post will not pay for any distances which may be required by the Contractor to arrive at the Canada Post Designated Departure Point. Total distance travelled must be based on the most reasonable direct route from the Designated Tender Point to the Designated Intermediate Points, Designated Delivery Point and return trip to the Designated Tender Point. Where trip distances have been identified as per the Schedule “A”, the Schedule “A” distances should be utilized in the cost calculation.

“Designated Delivery Points” means the locations where the Contractor shall deliver the Mail/parcels/freight tendered to it.

“Designated Intermediate Points” means the Designated Tender Points or Designated Delivery Points which are located on the route of the Service between the first Designated Tender Point and the last Designated Delivery Point.

“Designated Tender Points” means the locations where the Mail/parcels/freight is tendered to the Contractor.

- g) **Additional Trailer Rate:**

Where Canada Post requires additional dry van trailers (beyond that of the quantity set forth as per Schedule “A”) for situations such as, but not limited to, temporary storage or pre-loading, the following rates will apply:

	Year 1	Year 2	Year 3	Year 4	Year 5
Trailer - Per Day	\$	\$	\$	\$	\$
Trailer - Per Week	\$	\$	\$	\$	\$
Trailer - Per Month	\$	\$	\$	\$	\$

Additional trailer rates must include all costs associated with positioning the trailer to the Canada Post Facility in [Reina](#), and subsequent return back to the Contractor’s location. Where the total daily rate exceeds the weekly rate, the Contractor will invoice the lesser amount. Where the total weekly rate exceeds the monthly rate, the Contractor will invoice the lesser amount.

Where the Contractor is requested to perform Peak Season services as per Schedule “A” Section 5.0, any incremental trailer assets required for the performance of Peak Services additional trips shall include trailer costs within the trip rate, and therefore this Additional Trailer Rate would not apply.

- h) **Trailer Shunting Rate:**

Where the Contractor is requested by Canada Post to reposition third-party trailers within the yard locations set forth within Schedule “A”, the following Trailer Shunt Rate will apply for each trailer moved. The Contractor’s rate shall take into consideration all cost considerations, such as, but not limited to damage inspection, communications with Canada Post staff, hooking and unhooking, and movement within the yard.

	Year 1	Year 2	Year 3	Year 4	Year 5
Trailer Shunt Rate	\$	\$	\$	\$	\$

Where the Contractor is required to reposition trailers to an off-site location or where the Contractor is requested to dispatch resources (driver/tractor) that are not already on site, the Hourly Rate as per 3.0 (a) shall apply instead of this Trailer Shunting Rate.

Where the Contractor is requested to reposition their own trailer assets within the Canada Post yard, the Trailer Shunting Rate does not apply, as this is deemed an operational expectation within scope of the Contractor’s obligations within Schedule “A”.

When moving third-party trailers, the Contractor may consider performing a visual inspection prior to movement. Where the Contractor identifies trailer damage to a third-party trailer, the Contractor may consider notifying Canada Post staff prior to movement.

i) Wait Time:

Where the Contractor is required to wait beyond 30 minutes after the scheduled completion time due to off-loading delays caused by the Corporation, the Contractor must contact the Area Performance Centre (APC) every 30 minutes to obtain further instructions.

Where the Contractor incurs wait time greater than or equal to 60 minutes beyond the scheduled or planned off-loading time, the Contractor may invoice in increments of 15 minutes at a rate of fifty (50) percent of the Hourly Rate Ad hoc Rate, for each 30 minute period beyond the end of the first 60 minutes of wait time. As such, the first 60 minutes of wait time are deemed “Free Time” whereby the Contractor has taken Free Time into consideration when establishing rates for the service schedule as per Schedule “A” Section 3-Surface Transportation Schedule. Example: Contractor waits 1 hour and 30 minutes, therefore the billable amount is 0.5 hours multiplied by the Ad Hoc Hourly Rate. Standard rounding rules shall apply, such as 1 hour 8 minutes of wait time would be billable at 0.25 hours or 1 hour 35 minutes would be billable at 0.5 hours.

The Corporation will only accept Wait Time charges where the Contractor has obtained an Authorization Number from the Area Performance Centre or Transportation Control Officer. Where documented past performance demonstrates the Contractor having had “at fault” late services, on this Agreement, in the most recent 30 calendar day period, the Corporation reserves the right to forfeit the Contractor’s right to charge for Wait Time.

4.0 Amendment to Rates as per Service Specifications Change Schedule “A”

Should the Contractor be required on a permanent basis to perform additional or reduced services not provided for in Schedule “A”, an amendment to include these services and the adjusted fixed yearly service rate shall be agreed to by both parties.

The adjustment to the fixed yearly service rate per lane shall:

- i. Be based on current rate per kilometer or rate per hour for that lane, determined through a pro-rata calculation (i.e.: Annual cost (\$) for the lane at the date prior to the specification change of Schedule “A” divided by the annual distance (km) covered by the lane at the date prior to the specification change Schedule “A” = Pro rata rate (\$) per kilometer) for that lane;
- ii. Plus or minus such adjustments, if any, as may be appropriate to reflect the circumstances particular to the required change.

Failing such agreement, either party may terminate this Agreement as per section 12.0 Term and Termination of the Agreement.

5.0 Insurance Requirements

In accordance with Section 9.1 of the Agreement, the Contractor shall provide and maintain, at its own expense, the following minimum insurance coverage:

- i) **Commercial General Liability insurance**, with a minimum limit of \$2,000,000.00 per occurrence for personal injury, bodily injury (including death) and property damage. Canada Post shall be added to the policy as an additional insured and the policy shall contain cross liability and severability of interest clauses.
- ii) **Commercial Automobile Liability insurance**, with a minimum limit of \$3,000,000.00 per occurrence for bodily injury (including death) and property damage.
- iii) **Cargo insurance** covering the property of others in the Contractor's care, custody or control with a minimum limit of \$100,000.00 per occurrence.

Attachment 3 – Canada Post Sample Agreement

MAIL TRANSPORTATION & DELIVERY AGREEMENT¹ ("Agreement")

Between: Canada Post Corporation ("Canada Post")

- and -

("Contractor")

1.0 DEFINITIONS

"Mail" means any message, information, funds or goods tendered for delivery by or on behalf of Canada Post as set forth in the **Canada Post Corporation Act**, as amended, and includes without restricting the generality of the foregoing, equipment and property of Canada Post and any other Item tendered by Canada Post for transportation.

"Contractor" means the Contractor herein, including all of the Contractor's directors, officers, employees, agents, subcontractors or other authorized representatives.

2.0 SERVICE REQUIREMENTS

- 2.1 The Contractor shall, accept, carry and deliver all Mail tendered by Canada Post, and perform all such services set out in Schedule "A" (the "Service") in accordance with this Agreement and all of the attached Schedules. When the Contractor is providing the Service, no other product shall be loaded on the same vehicle except if authorized in writing by a Canada Post representative.
- 2.2 The parties acknowledge and agree that Canada Post may, from time to time, amend Schedule "A" on a permanent or on a temporary/seasonal basis as Canada Post, in its sole discretion, deems necessary to enable it to meet its changing requirements. Canada Post shall provide a one week notice to the Contractor prior to the execution of the amended Schedule "A". All such amendments to Schedule "A" shall be subject to the parties reaching agreement on the revised rates that may be required by the same
- 2.3 Where Schedule "A" is amended, the amount paid to the Contractor pursuant to this Agreement shall be adjusted in accordance with the provisions set out in Schedule "B".
- 2.4 Without prejudice to any other rights or remedies available to Canada Post herein, or by statute, regulation, law or in equity, it is understood and agreed that should the Contractor at any time fail to provide the Service as required by this Agreement, Canada Post may make alternative arrangements, and the Contractor hereby agrees and covenants to pay any reasonable costs incurred by Canada Post forthwith. Canada Post may deduct such costs as per paragraph 4.0 Schedule "B", from the amount owing or accruing due to the Contractor from Canada Post.
- 2.5 Any and all taxes, tolls and other lawful fees levied on routes traveled by the Contractor in its Performance of the Service shall be to the account of the Contractor.
- 2.6 The Contractor's performance on this service may be factored by Canada Post into future tender evaluation on the same or similar service.

¹ Version 2015-03-27

3.0 PAYMENT PROCEDURES

3.1 Canada Post shall pay the Contractor in accordance with Schedule "B", subject to this Agreement, including other Schedules, as consideration for the performance of the Service.

Fuel payments shall be paid monthly in accordance with Schedule "D".

3.2 Payment to the Contractor shall be payable in Canadian funds after receipt of invoice or on an automatic monthly recurring basis, as the case may be, "**NET SIXTY (60) DAYS**". Canada Post will pay the amounts owing to the Contractor under this Agreement by direct deposit to the bank account designated by the Contractor.

Refer to the table below for an overview of the payment procedures;

Services rendered in:	Will be paid in:	Services rendered in	Will be paid in:
January	March	July	September
February	April	August	October
March	May	September	November
April	June	October	December
May	July	November	January
June	August	December	February

At the expiry date of the Agreement, the Contractor shall receive the two last monthly payments beyond the expiry date as per the payment process table above.

3.4 Each invoice for payment shall be certified as correct by an officer of the Contractor and accompanied by such supporting documentation as Canada Post may require.

The Contractor must forward all invoices pertaining to this Agreement to the attention of the Canada Post designated Local Postal Official.

Any error in payment, shall be adjusted forthwith upon discovery by the Contractor or within a reasonable time upon notice from Canada Post.

The Service under this Agreement is zero-rated for the purposes of the Goods and Services Tax and the Harmonized Sales Tax (hereinafter referred to as "GST" and "HST") pursuant to Section 11 of Part VII of Schedule VI to the Excise Tax Act, R.S.C. 1985, Chapter E-15, as amended from time to time. It is also zero-rated for the purposes of the Quebec Sales Tax pursuant division VII of chapter IV of the Quebec Sales Tax Act, as amended from time to time.

3.5 **No improper payments** - The Contractor warrants that it has not been, and will not be involved, either directly or indirectly, in giving, offering or agreeing to give or offer, any loan, reward, advantage or benefit of any kind to an elected representative, a government official, an employee of any government or ministry, state corporation, including Canada Post or public international organization (or to any relative or other person connected with such an individual) in exchange for, or in order to induce, favourable business treatment or to affect any decision. Any breach of the preceding sentence shall be deemed to be a material breach of this Agreement giving rise to all of Canada Post's rights arising therefrom.

4.0 NON EXCLUSIVE AGREEMENT

The Contractor agrees that nothing in this Agreement or elsewhere shall prevent Canada Post at any time from entering into any Agreement or business arrangement (including but not limited to, any joint venture or alliance) with any other party, whether or not the Agreement or business arrangement, as the case may be, would compete with the Contractor's business that relates to the service the Contractor is carry out under this Agreement or any other aspect of the Contractor's business.

5.0 COVENANTS OF THE CONTRACTOR

- 5.1 The Contractor covenants and agrees to furnish all labour, materials, tools and equipment necessary for the performance of the Service, and to carry out such Service diligently and in a careful and professional manner.
- 5.2 The Contractor and its employees are required to conduct themselves at all times in a professional manner when performing the Service under this Agreement. The Contractor agrees to implement and maintain a dress and grooming code compatible with the highest industry standards.
- 5.3 The Contractor shall comply with all legislation directly or indirectly applicable to the performance of its obligations under this Agreement.
- 5.4 The Contractor shall promptly provide such reports on the progress and results of the performance of the Service as Canada Post may require.
- 5.5 The Contractor shall not in any way alter the scope of the Service without prior written consent of Canada Post.
- 5.6 The Contractor shall not use Canada Post trade-marks and logos without the express written consent of Canada Post, or unless required in the Agreement.

6.0 SECURITY REQUIREMENTS

- 6.1 In respect of every Contractor having or requiring access, for any reason, to Canada Post protected information and/or assets ("Protected Assets and Information"), which include, but shall not be limited to mail, Canada Post proprietary, commercial or confidential information of any kind and in whatever form, and all facilities, premises, equipment and assets of any kind and in whatever form in, on or with which the Service is provided, the Contractor shall comply with the Security Requirements set out in Schedule "C".

7.0 LIABILITY FOR LOSS OR DAMAGE

- 7.1 Without limiting any general liability and indemnity provisions that are set out in the body of this Agreement, the Contractor assumes all risk and shall be liable to Canada Post for any loss or damage to all Mail tendered to, provided to, or otherwise received by, the Contractor, while such Mail is in the care, custody or control of the Contractor. Where such loss or damage occurs Canada Post shall have the right to deduct the amount of such loss or damage from any monies due to the Contractor from Canada Post. Canada Post shall also have the right to seek recovery at law or in equity for such further compensation to which Canada Post may be entitled.
- 7.2 For the purposes of this Agreement the Contractor shall be deemed to have care, custody or control of the Mail from the time the Mail is tendered to the Contractor up to the point of delivery of the Mail which locations are listed in Schedule "A" or as otherwise directed by Canada Post.

8.0 INDEMNIFICATION

- 8.1 The Contractor shall at all times indemnify and render harmless Canada Post, its directors, officers, employees and any others for whom it may become responsible in law, from and against all losses, claims (including claims made by the Contractor's personnel under Worker's Compensation legislation), claims by any person alleging an employer/ employee relationship, demands, awards, judgments, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property (including loss or damages sustained by the Contractor) or personal injury including death and from and against any and all loss of, damage to or destruction of property, expenses and costs (including legal fees and disbursements) suffered or incurred by Canada Post, its directors, officers, employees and any others for whom it may become responsible in law, arising out of or in any way connected with the Contractor's provision of service under this Agreement and whether or not caused by the Contractor's negligence. Loss or damage sustained by the Contractor shall also include loss as a result of loss of use.

9.0 INSURANCE

- 9.1 The Contractor shall provide and maintain, at its own expense, insurance coverage in accordance with the terms and conditions set out in Schedule "B" of this Agreement.
- 9.2 The Contractor shall provide Canada Post with certificates of insurance as evidence that the required coverages are in effect and Canada Post shall be given 60 days prior written notice of cancellation or material change to any such coverage.
- 9.3 Compliance with the foregoing insurance provisions shall not relieve the Contractor of the duty to comply with any other obligation to Canada Post including the obligations set out in the Indemnification clause, nor shall the foregoing provision limit the insurance coverages required by municipal, provincial or federal law. It shall be the sole responsibility of the Contractor to determine what additional insurance coverages, if any, are necessary and advisable for its own protection or to fulfill its obligations under this Agreement. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.

10.0 WORKERS' COMPENSATION AND OTHER COVERAGE

- 10.1 The Contractor acknowledges that it is its sole responsibility to obtain and maintain such workers' compensation or other coverage as may be required in the Province(s) in which the Contractor will be performing its obligations under this Agreement.

11.0 DANGEROUS GOODS

- 11.1 The parties acknowledge that the Transportation of Dangerous Goods Act, S.C. 1992, c.43, as amended from time to time (herein the "TDGA"), prohibits the transportation of any explosive, dangerous or destructive substance, or anything likely to injure or damage property or persons (herein "Dangerous Goods") unless the requirements of the TDGA are met. The parties agree that they only intend for Dangerous Goods to be carried pursuant to this Agreement if the requirements of the TDGA are met and both parties are aware that such goods are being carried. Notwithstanding the foregoing, the parties agree that neither the Contractor nor Canada Post shall be under any obligation or duty whatever to open for prior inspection any Mail tendered to the Contractor pursuant to this Agreement. Neither party shall be responsible for any losses or damage whatsoever that may be sustained by the other party, its directors, officers, employees and any persons for whom it may become responsible in law, as a result of any Dangerous Goods contained in the Mail unless such party had actual knowledge of the presence of Dangerous Goods and failed to provide the other party with adequate warning thereof.

12.0 TERM AND TERMINATION

- 12.1 This Agreement shall bind the parties for a term commencing on October 1, 2021 until September 30, 2023, which may be renewed on consent of the parties for a further specified period of time (the "Term") unless terminated earlier under Article 12.3 or Article 12.4.

The Term of this Agreement may be further extended by Notice at the sole discretion of Canada Post by one (1) individual additional Term from October 1, 2023 to September 30, 2024.

- 12.2 For the purpose of this Agreement the following shall constitute events of default (herein "Events of Default"):
- (a) if a petition is filed or resolution passed or an order on its business made or the Contractor agrees to make a bulk sale of its assets or if the Contractor otherwise ceases or threatens to cease to carry on its business;
 - (b) if the Contractor has acted in such a way that would materially adversely affect the purpose and objectives of this Agreement, including but not restricted to acts such as theft of mail and delay of mail;
 - (c) if there is a breach of any representation or warranty made by the Contractor in connection with this Agreement or if any such representation or warranty proves untrue;
 - (d) if the Contractor neglects or fails to perform or observe any of its obligations under this Agreement and fails to

cure the breach to the satisfaction of Canada Post following written notice to the Contractor;

- (e) notwithstanding the foregoing sub-section (d), if the Contractor is in breach of Article 3.8 of this Agreement;
- (f) if the Contractor or its subContractor(s) are not in compliance with Schedule "C" as determined by Canada Post.
- (g) if the Contractor or SubContractor, or any of their respective directors, officers or employees are, or have been, convicted of an offence, other than an offence for which a criminal pardon has been granted, that in the opinion of Canada Post, could materially adversely affect the ability or desirability of the Contractor or SubContractor to deliver all or part of the Work".

12.3 Canada Post may, upon the occurrence of any of the Events of Default, and in addition to any rights or remedies available to it under this Agreement, or by law, exercise either or all of the following remedies:

- (a) terminate this Agreement, in whole or in part, immediately without notice;
- (b) take possession, immediately, without demand or notice, without any court order or other process of law, any and all property of Canada Post and Mail tendered to, provided to, loaned to or otherwise received by the Contractor, as the case may be, under this Agreement.

12.4 Canada Post may in its sole discretion without cost or liability terminate this Agreement in whole or in part by giving **ninety (90) days written notice** to the Contractor.

The Contractor may terminate this Agreement by giving **one hundred twenty (120) day notice** in writing to Canada Post. Notwithstanding the foregoing, Contractor agrees that Contractor may not give notice of termination between 1 November and the following 15 January, Canada Post's Peak Season, nor may its notice period, if notice has been given prior to 1 November, expire between 1 November and the following 15 January; in the latter case, the notice period will resume effective 16 January.

- a) The Contractor will not be allowed to terminate this Agreement during the first year (October 1, 2021 to September 30, 2022)
- b) If the Contractor gives notice of Termination during the second year (October 1, 2022 to September 30, 2023), the Contractor will pay to Canada Post, a Termination Penalty of 15% of the second year's annual rate (~\$xxx,xxx)

12.5 The Contractor shall have no claim against Canada Post for damages or for loss of anticipated profits as a result of the termination of this Agreement as herein provided.

12.6 Termination of this Agreement shall be without prejudice to the rights of the parties that have accrued prior to termination.

12.7 The provisions of clauses 6.0, 7.1, 7.2, 8.1, 12.3, 12.5, 12.6, 17.1, 31.0 and all of section 14.0 shall survive the termination or expiry of this Agreement.

Any notice of Termination given by the Contractor will be subject to the **120-day notice period** specified above. As per Article 31.0 SET OFF below, Canada Post will exercise its right of Set-Off in order to collect any applicable Termination Penalties

13.0 WARRANTIES RE CAPACITY, STANDARD OF WORK AND QUALITY OF ITEMS DELIVERED

13.1 The Contractor warrants

- (a) that it has the status, capacity and authority to enter into this Agreement and that it is unaware of anything that would prevent it from fulfilling its obligations under this Agreement,

- (b) that it is free of any Contractual or statutory rights or obligations in favour of any third party that would prevent or impair it from entering into or fulfilling its obligations under this Agreement,
- (c) that, by entering into this Agreement and fulfilling its obligations under this Agreement, it will not knowingly be in breach of any existing Agreement or any statute, law, rule or regulation of any federal, provincial, state or local government or administrative agency,
- (d) that it has the experience, expertise and resources necessary in order to fulfill its obligations under this Agreement,
- (e) that all Work to be carried out by the Contractor under this Agreement shall be carried out in a competent manner and meet or exceed the standards for such Work as are generally acceptable in the industry, and
- (f) that all items to be delivered by the Contractor under this Agreement will be fit for the purpose for which Canada Post has advised the Contractor that they will be used for,
- (g) that it has the capacity, power and lawful authority to enter into this Agreement and to fulfill any and all covenants set forth in this Agreement.

13.2 The Contractor acknowledges that the number of items of Mail or trips set forth in the RFP and Schedule "A" are an estimate only.

14.0 NON-DISCLOSURE AND CONFIDENTIALITY COVENANTS

14.1 The parties recognize that this Agreement contains information that is commercially sensitive and each of the parties agrees to keep the entire contents of this Agreement confidential and not to make any disclosures to any third parties unless required by law to do so or unless prior written consent is obtained from the other party.

14.2 The Contractor shall not use or disclose any of the information acquired by the Contractor while carrying out its obligations under this Agreement as well as any information related to the Service, including, but not limited to, information created by the Contractor, information relating to Canada Post's mail operations, transportation, rates, trade secrets, customer lists, salaries or business affairs, as well as addresses or other information as it may appear on a piece of Mail (herein "Confidential Information") except for the purpose of carrying out the Contractor's obligations under this Agreement.

14.3 The Contractor shall keep confidential and not divulge, or use without the written consent of Canada Post, any personal information about an identifiable individual (including, but not limited to, the name and address of an individual) provided to the Contractor by Canada Post or obtained by the Contractor from any other source, except as required by the Contractor in order to carry out its obligations under this Agreement. For the purposes of handling such information, the Contractor shall govern itself as if directly subject to the requirements of the Privacy Act, R.S.C. 1985 c.P-21, as amended, and any other applicable legislation. The Contractor shall not destroy any information about an identifiable individual unless expressly instructed to do so in writing by an authorized representative of Canada Post.

14.4 Notwithstanding clauses 14.1 and 14.2, the Contractor may disclose the Confidential Information to those who have a need to know such information in order that the Contractor can carry out its obligations under this Agreement but then only to the extent of such need to know.

14.5 The obligations and limitations set forth in this Agreement regarding Confidential Information shall not apply to information that is known or available to the public.

14.6 Where the Contractor is required to make disclosure of Confidential Information in accordance with clause 14.1, such disclosure shall be made only to the extent so ordered and only if the Contractor has notified Canada Post in sufficient time to enable Canada Post to intervene prior to compliance by the Contractor with the order, if Canada Post should so desire; or where insufficient time for the giving of such notice exists, the Contractor obtains an order from the body directing disclosure, for the protection of the Confidential Information.

14.7. Upon becoming aware of any unauthorized access to, copying, modification, use, disclosure, theft, loss of, or

inability to account for, any personal information, the Contractor shall immediately

- (i) notify Canada Post, and
- (ii) take such steps as may be reasonably necessary, or reasonably requested by Canada Post, to minimize the impact of the disclosure or loss and any damage resulting therefrom.

14.8. Without limiting the foregoing, the Contractor shall cooperate with Canada Post, and provide reasonable assistance to it, with respect to any requests or instructions concerning personal information issued by the Office of the Privacy Commissioner of Canada.

14.9 The Contractor acknowledges that this section is reasonable in the circumstances for the purpose of maintaining the integrity and efficiency of Canada Post's business and the Contractor further acknowledges that any breach hereof shall cause irreparable harm to Canada Post.

15.0 INSPECTION AND AUDIT

(a) The Contractor shall, and shall cause its subcontractors and agents to, provide the Corporation (through the Corporation's authorized representatives) with such records, reports and access to premises as the Corporation may reasonably request for the purposes of conducting an audit to determine compliance by the Contractor with its obligations under this Agreement including, but not limited to, compliance with its obligations under Article 3.0, 6.0, 14.0.

(b) For the purposes of clause (a), the Corporation shall have access to, and may examine, audit, and take copies and extracts from, all records including, but not limited to, all activity logs, time sheets, books of account, vouchers, cheques, papers, certificates, licences and other documents that relate to this Agreement. Contractor shall retain and continue to grant access to its foregoing records to Canada Post during the term of the Agreement and for a period of twelve (12) months following its termination, not to exceed 7 year from the date of creation of the document.

16.0 FORCE MAJEURE

16.1 No party hereto shall be in breach of this Agreement by reason of a delay in the performance of, or failure to perform, any of its obligations hereunder if such a delay or failure is a result of an event of an Act of God, revolution, riot, act or war, insurrection, civil commotion, blockade, high jacking, or any other act against public order or authority, weather conditions, floods, strikes, lockouts or other industrial disputes, or any cause beyond the reasonable control of Canada Post or the Contractor, as the case may be, which prevents, seriously hinders or interferes with the performance by either party of their obligations under this Agreement (herein "Force Majeure").

16.2 Each of the parties hereto shall take commercially reasonable steps to minimize the impact on the other party of any of the events of Force Majeure in its performance of its obligations under this Agreement.

16.3 The party invoking an event of Force Majeure shall immediately notify in writing the other party of such occurrence.

17.0 ASSIGNMENT AND CHANGE OF CONTROL

17.1 The Contractor shall provide notice to Canada Post prior to execution of a Change of Control.

"Change of Control" typically refers to a change in ownership or structure of a business, where effective voting control changes hands. This can be the result of a sale of shares, a merger or amalgamation of two companies, or the death of a significant shareholder.

17.2 The Contractor shall not sell, assign, transfer, subcontract, or dispose of this Agreement or any part thereof without prior written consent of Canada Post and any such reported sale, assignment, transfer, subcontract or disposal without such prior consent is void.

17.3 Canada Post may assign in whole or in part the benefits of this Agreement without the consent of the Contractor.

18.0 SUB-CONTRACTING

- 18.1 Where the Service, or any part thereof, is sub-contracted by the Contractor to another person (herein "Sub-Contractor"), the Contractor shall remain fully responsible for ensuring that the Service as per Schedule "A" is performed strictly in accordance with the requirements of this Agreement.
- 18.2 The Contractor shall not subcontract any of its obligations under this Agreement without the prior written approval of Canada Post. The duly authorized representative for granting any such approval shall be designated by the Agreement Authority.

If the Work, or any part of the Work, is subcontracted by the Contractor to any subContractor (each subContractor being a "SubContractor"), the Contractor shall remain fully responsible for ensuring that the Contractor's obligations are carried out in accordance with this Agreement including, but not limited to, the Contractor's obligation to ensure that

- (i) the security requirements under Article 6.0, as applied to the SubContractor, are met,
- (ii) the SubContractor is not involved in any improper payments of the nature described in Article 3.8,
- (iii) the SubContractor is at all times bound to the warranties set out in Article 13.0,
- (iv) the SubContractor at all times complies with all applicable legislation with respect to the aspect of the Work that is subcontracted to it.

The Contractor shall be fully responsible for and to the SubContractor. Canada Post shall have no obligation whatsoever to the SubContractor. The Contractor shall, upon request by Canada Post, promptly provide Canada Post with a copy of any and all correspondence and other documentation exchanged between the Contractor and the SubContractor and such other information, as may be requested by Canada Post, respecting the progress and results of any aspect of the Work that the Contractor has subcontracted to the SubContractor and respecting any disclosure of Confidential Information to the SubContractor.

19.0 ENTIRE AGREEMENT

- 19.1 This Agreement and all Schedules attached hereto, embody the entire agreement of the parties hereto and no representation, understanding, or agreement, verbal or otherwise exists between the parties except as herein expressly provided. In the event of a conflict between the Agreement and the Schedules, the Agreement shall have precedence.

20.0 WAIVER

- 20.1 Failure of any party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions but the same shall be and remain at all times in full force and effect.

21.0 AMENDMENTS

- 21.1 Unless otherwise provided herein, this Agreement shall not in any manner be supplemented, amended or modified except by written instrument describe as follows:
- a) **NOTICE:** In the case of minor service specification changes that can be adjusted as per the rates set up in Schedule "B" of the Agreement, Canada Post will forward a written notice to the Contractor to confirm the specification change and the adjusted rate.
 - b) **AGREEMENT AMENDMENT:** In the case of service specification changes or any other amendment that will require further negotiation, a formal Agreement amendment will be prepared an executed on behalf of both parties.

22.0 TIME OF THE ESSENCE

22.1 Time shall, in all respects, be of the essence in each and every of the terms, covenants, obligations and conditions in this Agreement.

23.0 SEPARATE COUNTERPARTS

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original of this Agreement and such counterparts together shall constitute but one and the same instrument.

24.0 SEVERABILITY

24.1 In the event that any provision of this Agreement is invalid, unenforceable or illegal, then such provision shall be severed from this Agreement and this Agreement shall be read as if such provision were not part of this Agreement and provided such severance does not substantially frustrate the intention of this Agreement such invalidity or unenforceability or illegality shall not affect any other provision of this Agreement.

25.0 BINDING EFFECT

25.1 This Agreement shall ensure the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

26.0 CONFLICT OF INTEREST

26.1 The Contractor shall ensure that neither it nor any of its sub-Contractors enter into an agreement with a third party that would place the Contractor or sub-Contractor in a conflict, or potential conflict of interest position with respect to carrying out any obligations under this Agreement.

26.2 The Contractor shall forthwith give notice to Canada Post of a conflict, or potential conflict of interest.

26.3 If Canada Post, following consultation with the Contractor and acting reasonably, determines that the Contractor is in, or that any of the Contractor's sub-Contractors is in, a conflict, or potential conflict of interest position, Canada Post may request the Contractor, or request the Contractor to require the sub-Contractor, to withdraw its services from the employment or service that is causing, or may potentially cause, the conflict.

26.4 If the Contractor does not comply forthwith with a request made by Canada Post under clause 26.3, Canada Post may terminate this Agreement forthwith by notice to the Contractor. Such termination shall be deemed to be termination for cause for the purpose of this Agreement and the provisions of Article 12.0 shall apply.

26.5 The Contractor agrees not to deliver nor cause to be delivered, while performing the Service under this Agreement, such mailable items as newspapers, circulars, catalogues and samples on which no postage has been paid.

27.0 INDEPENDENT CONTRACTOR

27.1 The parties recognize that the Contractor operates as an independent business and declare that nothing in this Agreement shall be construed as creating a relationship of employment, joint venture, partnership or agency between Canada Post and the Contractor, and no act or omission of either party shall bind or obligate the other except as expressly set forth in this Agreement.

27.2 The Contractor shall provide all personnel and services required to carry out its obligations under this Agreement as an independent Contractor. All personnel provided by the Contractor shall be and remain employees of the Contractor.

28.0 LAW OF THE AGREEMENT

28.1 This Agreement shall be governed and construed in accordance with the laws of the territory or the province where the Service is predominantly performed.

29.0 COMPLIANCE WITH LAW

29.1 The Contractor shall comply with all legislation directly or indirectly applicable to the performance of its obligations under this Agreement.

29.2 In addition, the Contractor shall comply with the following in respect of any facilities used by the Contractor or its Subcontractors :

- a) forced labour in any form shall not be used;
- b) child labour shall not be used;
- c) all workers shall be fairly compensated and be provided with appropriate benefits and leave time;
- d) healthy and safe working conditions shall be provided to all employees at all times;
- e) all building facilities shall fully comply with all building laws, codes, and regulations;
- f) all environmental laws and regulations shall be complied with;
- g) there shall be no employee harassment, abuse or discrimination on any basis, including gender, age race or worker representation and association,

- h) and all other obligations outlined in the Corporation's Supplier Code of Conduct, a copy of which has been provided to the Contractor.

30.0 REMEDIES

30.1 All remedies herein are cumulative and are in addition to, not in lieu of any remedies provided in law or in equity.

31.0 NOTICE

31.1 All notices, requests including, but not limited to amendments to this Agreement or other communications required or permitted to be given under this Agreement shall, unless otherwise specifically provided for in this Agreement, be given in writing in accordance with Article 21.0.

Notices or Agreement Amendments may be

- i. sent by facsimile,
- ii. sent by email, or

to the Parties at the addresses set out as follows:

(a) in the case of Canada Post to:

CANADA POST CORPORATION
SOURCING MANAGEMENT

Attention: Contracting Officer

(b) in the case of the Contractor to:

COMPANY NAME
ADDRESS

Attention: Contractor

or to any other address of which a party advises the other party in writing.

Any notice that is hand delivered shall be deemed to have been received on the date of delivery; any notice sent by facsimile or electronic mail shall be deemed to have been received one (1) working day after being sent, and any notice that is mailed shall be deemed to have been received three (3) calendar days after being mailed.

32.0 SET OFF

Canada Post may at any time determine and set off any amount owing by the Contractor to Canada Post from any amount owed by Canada Post to the Contractor.

33.0 COUNTERPARTS

This Agreement may be executed in several counterparts by original signature, facsimile or electronically, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

Attachment 4 – Letter of Offer

To: RFP CONTROL OFFICER
CANADA POST CORPORATION

Re: Letter of Offer – TSKF221881-REGIN (SK) & PRINCE ALBERT HIGHWAY SERVICES (S019/S020)

We are submitting a Proposal in response to the referenced RFP, and hereby offer to provide the goods and/or services as indicated in the RFP in consideration of payment by the Corporation.

The Proposer acknowledges that responses to the RFP must be stand-alone documents, complete and integral in their own right, containing everything necessary to allow the Corporation to evaluate them fully, subject to any need the Corporation may have for clarification in respect of any given response. Previously submitted information cannot be considered.

We have carefully examined the RFP documents and have a clear understanding of the requirements of the RFP and the RFP Process. By submitting the Proposal, we acknowledge that we have read and understood and will comply with Sections 1, 2 and 3 of the RFP and with all the Mandatory Requirements as stated in Section 4.0 of the RFP and have submitted all substantiating information as requested. Failure to submit requested substantiating information or if the substantiating information does not meet the Mandatory Requirements will result in disqualification of the Proposal.

We, or any of our sub-Contractors, or any of our employees or any of our sub-Contractor's employees do not and will not have any conflict of interest (actual or potential) in submitting this Proposal or, if selected, with our Contractual obligations as the vendor under Agreement.

We are not aware of any potential conflict of interest where an employee or family member of an employee of the Corporation has an interest in our organization (the Proposer), or in any of our sub-Contractors or any Proposer that may be included in the RFP submission.

If we are in a Conflict of Interest (Actual or Potential) we have completed the Declaration of (Actual or Potential) Conflict of Interest document located in this Attachment 4.

We agree to abide by all of the terms of the Supplier Code of Conduct located in this Attachment 4.

We have no knowledge of or ability to avail ourselves of Confidential Information of the Corporation other than the Confidential Information, which may have been disclosed by the Corporation to the Proposers in the normal course of this RFP.

We are not involved in collusion or arrangement with any other Proposers in connection with this RFP. We have no knowledge of and have made no comparison of the information in our Proposal with the information contained in any other Proposal.

Other than as disclosed in an annex to this letter, neither we, nor any of our directors, officers or senior management, nor any of our employees who in the latter case, may be responsible to perform any work under any resulting Agreement with the Corporation are, or have been, convicted of any of the following offences (other than an offence for which a criminal pardon has been granted):

- frauds against the government under the Criminal Code;
- frauds under the Financial Administration Act;
- payment of a contingency fee to a person to whom the Lobbying Act applies;
- corruption, collusion, bid-rigging or any other anti-competitive activity;
- money laundering;
- participation in activities of criminal organizations;
- income and excise tax evasion;

- bribing a foreign public official; or
- offences in relation to drugs.

We certify that the submitted financial information is correct.

We understand that our submitted Proposal may be accepted by the Corporation in whole or in part, within the Validity Period, and is irrevocable during that period.

In the event the Corporation selects our Proposal, in whole or in part, we agree to finalize and execute the Agreement in accordance with procedures stated in the RFP. We understand that the Proposal must be a standalone document complete in its own right containing everything necessary to allow the Corporation to evaluate you fully.

We hereby consent to the Corporation performing checks with the references listed in the Proposal.

We acknowledge and understand that the Corporation may disqualify the Proposal of any Proposer where the Proposer fails to provide information or makes misrepresentations regarding any of the information included in the Letter of Offer. Further, we acknowledge and understand that the Corporation will have the right to rescind any Agreement resulting from this RFP with the Selected Proposer in the event that the Corporation, in its sole discretion, determines that the Selected Proposer has failed to provide information or made misrepresentations regarding any of the information in the Letter of Offer or the Proposal, in addition to or in lieu of any other remedies that the Corporation has in law or in equity.

SIGNED

Company Name

Print Name and Title

Signature of Proposer

Date

I have authority to bind the Proposer

Attachment to Letter of Offer

Declaration of (Actual or Potential) Conflict of Interest:

ATTACHMENT TO LETTER OF OFFER: SUPPLIER CODE OF CONDUCT

INTRODUCTION

Canada Post Corporation (Canada Post), a federal Crown corporation, aims to maintain the confidence of all its stakeholders by minimizing legal, financial and reputation risks. Canada Post believes that adherence to its corporate values and undertakings in social responsibility is essential. Canada Post and the other members of the Canada Post Group of Companies (Group of Companies) endeavour to deal with suppliers who share this view. The Canada Post Supplier Code of Conduct (Code) outlines the guidelines, principles and standards that suppliers of the Canada Post Group of Companies are expected to follow and uphold in their business and throughout their supply chain.

APPLICATION

The Code applies to all suppliers of the Canada Post Group of Companies, their sub-suppliers and sub-Contractors, be it for the supply of goods or services. All suppliers of the Group of Companies must carefully review the guidelines in the Code and agree to abide by the guidelines as a condition of doing business with Canada Post.

BUSINESS INTEGRITY

Compliance with Laws

In all their activities, suppliers must ensure that they conduct business in compliance with the laws, rules and regulations applicable to the goods and services they provide.

Conflicts of Interest

In their relationship with Group of Companies employees, suppliers must not try to gain improper advantage or preferential treatment for other relationships they may have with Canada Post (for example, as a client); furthermore, suppliers must not inappropriately influence Group of Companies employees.

Gifts and Entertainment

The inappropriate use by suppliers of entertainment and gifts with Group of Companies employees is prohibited. As such, the nature of any gifts or entertainment must not be used – whether by their quality, quantity or timing – by suppliers to gain improper advantage or preferential treatment. Canada Post expects suppliers to maintain appropriate records of gift and entertainment offers to Group of Companies employees. Suppliers are advised that Group of Companies employees must seek approval from the head of their Sourcing Management team before accepting entertainment or gifts from a supplier.

Anti-bribery and Anti-Corruption

It is never acceptable for any supplier to offer any bribe, kickback or other unlawful payment or benefit to secure any concession, Agreement or other favourable treatment.

Confidential Information and Information Barriers

If in their dealings with Canada Post, suppliers become aware of confidential or material undisclosed information about the Group of Companies or its clients, Canada Post expects suppliers to have in place policies and procedures for the proper handling and use of such information (such as information barriers). These policies and procedures must meet applicable legal and regulatory requirements to prevent inappropriate access or disclosure of this information.

RESPONSIBLE BUSINESS PRACTICES

Privacy and Information Security

Suppliers must use information obtained through their relationship with the Group of Companies only for the purpose of the supply relationship.

Suppliers must store information securely, as agreed with Canada Post, and have in place appropriate information security policies and procedures. Suppliers must notify Canada Post promptly of actual or suspected privacy breaches, security breaches or losses of Group of Companies information.

Business Resumption and Contingency Planning

As some suppliers' goods and services are critical to the Group of Companies' businesses, suppliers are expected to have and maintain business continuity and disaster recovery plans in accordance with applicable regulatory, Contractual and service level requirements.

RESPONSIBLE TREATMENT OF INDIVIDUALS

Respect and Dignity

Suppliers must maintain workplaces characterized by professionalism, and respect for the dignity of every individual with whom their employees interact. Suppliers must respect the diversity of their employees, clients and others with whom they interact, both in and outside the workplace, including respect for differences such as gender, race, colour, age, disability, sexual orientation, ethnic origin and religion. Suppliers must not tolerate harassment, discrimination, violence, retaliation and other disrespectful and inappropriate behaviour.

Employment Practices

Suppliers must abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination or where they allow for differential treatment, suppliers are expected to be committed to non-discrimination principles and to operate in a way that does not differentiate unfairly.

Suppliers must demonstrate that, in their workplaces:

- child labour is not used;
- discrimination and harassment are prohibited;
- employees are free to raise concerns and speak up without fear of reprisal;
- appropriate and reasonable background screenings, including investigations for prior criminal activity, have been done to ensure the integrity and good character of the suppliers' employees;
- clear and uniformly applied employment standards meet or exceed legal and regulatory requirements.

Health and Safety

Suppliers are expected to provide healthy and safe workplaces and comply with relevant health and safety laws. Suppliers are expected to provide all their employees with adequate information and instruction on health and safety concerns and to enable their employees to meet their responsibilities for the maintenance of a healthy and safe workplace.

ENVIRONMENT

Suppliers are required to work with Canada Post to promote environmental sustainability. Suppliers are to help reduce its collective environmental footprint.

SUB-SUPPLIERS and SUB-CONTRACTORS

Suppliers will ensure that their sub-suppliers and sub-Contractors comply with a set of standards compatible with the Code.

RECORD KEEPING

Suppliers must not destroy records that may be relevant to any pending or threatened legal or regulatory proceeding of which suppliers become aware.

Suppliers must maintain adequate internal records to document compliance with supply requirements of the Group of Companies and the suppliers' commitments under the Code.

CODE COMPLIANCE AND MONITORING

Suppliers are expected to adhere to and comply with the Canada Post Supplier Code of Conduct. Suppliers may be required to periodically confirm in writing that they meet their obligations under the Code. In some circumstances, the Group of Companies may audit a supplier's control environment.

Failure to comply with the Code may result in the termination of a supplier's relationship with Canada Post.

Attachment 5 – Schedule “D” – Fuel Consumption Flow-Through Provision

SCHEDULE “D” FUEL CONSUMPTION FLOW THROUGH (FCFT) PROVISION

Recognizing that there may be fluctuation in the price of fuel over the life of the Agreement, Canada Post Corporation has established a method to calculate the price of fuel as described below. The program is a zero (0) based program, as such, Canada Post Corporation, unless otherwise stated, expects the Contractor not to include the price of fuel within the rates/costs submitted by the Contractor in Schedule “B”. Fuel amounts will be paid to the Contractor in accordance with this provision.

The price of fuel for a month will be defined by the Pump Price of diesel fuel, including taxes, derived from the Kent Marketing Services Ltd (Kalibrate) Fuel Price Listings located at <https://charting.kalibrate.com/#dataAnalytics> and shall be based on said prices for the location of **REGINA**. The monthly price will be used to calculate the payment to the Contractor, in conjunction with the vehicle fuel consumption indicated as below.

Note that the Contractor is not required to submit a monthly invoice for fuel, unless the services rendered are under the Ad hoc Provision of the Agreement, Schedule “B” 3.0. Where Ad hoc services are performed, the Trip Distance will replace Annual Distance within the formula below.

Since carriers are entitled to an input tax credit on fuel expenses (further to Section 169 of the Excise Tax Act.) the corresponding retail taxes from Figure 1 will be deducted from the Average retail price to form the Monthly Fuel Price.

Canada Post Corporation shall calculate the Monthly Fuel Payable amount as follows:

$$\text{Monthly Fuel Payable} = [\text{Monthly Distance}] \times [\text{Fuel Consumption Rate}] \times [\text{Monthly Average Rate}] \div [\text{Retail Tax Rate}]$$

Example:

$$\begin{aligned} \text{Monthly Fuel Payable} &= 413,340 \text{ kms} \div 12 \text{ months} \times 0.45 \text{ fuel consumption} \times \$1.00 \text{ Kent Marketing (Kalibrate)} \div 1.13 \text{ HST} \\ &= \$13,717.04 \end{aligned}$$

Example #1: Fuel = \$1.00/L			Example #2: Fuel = \$1.25/L		
Theoretical Annual Distance in km:	Theoretical Kent Marketing Rate:	Theoretical Monthly Fuel Payment:	Theoretical Annual Distance in km:	Theoretical Kent Marketing Rate:	Theoretical Monthly Fuel Payment:
413,340	\$ 1.00	\$ 13,717.04	413,340	\$ 1.25	\$ 17,146.29

Where:

- (a) Monthly Average Rate is equal to the Kent Marketing Index (Kalibrate) (<https://charting.kalibrate.com/#dataAnalytics>) for diesel (Average retail prices, including taxes).
- (b) Fuel Consumption Rate:

$$\text{VEHICLE METRIC CONSUMPTION for Tractor Trailers} = 45.0 \text{ L} / 100 \text{ KM}$$

Note: Where the Proposer determines their total expected fuel consumption to vary, for reasons such as, but not limited to; fuel consumption rate; or distance variances, the Proposer should take such variance into consideration when establishing their Schedule “B” Rates

(c) Figure 1 – Retail Tax Rates – Retail Tax Rates within this schedule are subject to change and are in accordance with the legislated Provincial and/or Federal taxation laws.

Province	Tax Rate	Tax Credit Rate
British Columbia	GST	5%
Alberta	GST	5%
Saskatchewan	GST	5%
Manitoba	GST	5%
Ontario	HST	13%
Yukon	GST	5%

Province	Tax Rate	Tax Credit Rate
Quebec	GST & QST	GST = 5%, QST = 9.5%
		<i>Effective rate = 14.975%</i>
New Brunswick	HST	15%
Nova Scotia	HST	15%
PEI	HST	15%
Newfoundland	HST	15%

(d) The Monthly Fuel Payable will be paid monthly (within 30 days of the final day of the month for which the services were performed. Example: Fuel for March services will be paid by the end of April.

Attachment 6 – Qualification Questionnaire

See Attached.

Attachment 7 – Schedule “C” – Security Requirements

In respect of every Contractor employee, sub-Contractor, agent or other representative (“Contractor Personnel”) having or requiring access, for any reason, to Canada Post protected information and/or assets (“Protected Assets and Information”), which include, but shall not be limited to mail, as defined by the *Canada Post Corporation Act*, as amended, Canada Post proprietary, commercial or confidential information of any kind and in whatever form, and all facilities, premises, equipment and assets of any kind and in whatever form in, on or with which the Service is provided, the Contractor shall:

Personnel

1. Appoint and maintain at all times during the Term a Company Security Officer (“CSO”) and an Alternate Company Security Officer (“ACSO”) whose duties shall include, but not be limited to:
 - a. Identifying all Contractor’s Personnel and its subcontractor’s personnel who will require access to Protected assets and information and ensuring that accurate and complete Security Screening documentation is submitted for such personnel;
 - b. Ensure that all Contractor’s Personnel and its subcontractor’s personnel provide a photograph in digital colour photograph in JPEG format or a passport size photograph with the employee’s full name and date of birth indicated on the back (note, the photograph should have a white background);
 - c. Will provide the collected photograph to Canada Post Security and Investigation Service, along with the security screening application for the purpose of the creation of an identification card;
 - d. Will provide a photograph to Canada Post Security and Investigation Service, for employees who already hold a valid Reliability Status or security clearance;
 - e. The Company Security Officer is accountable for all identification cards issued to Contractor’s Personnel and its subcontractor’s personnel;
 - f. Upon departure (ie. Resignation or termination) of Contractor’s Personnel and its subcontractor’s personnel, the identification card must be retrieved and returned to Canada Post Security and Investigation Services by the Company Security Officer without delay;
 - g. Upon detection, lost or stolen identification cards must be reported to Canada Post Security and Investigation Services by Company Security officer without delay;
 - h. Upon end of Agreement, all identification cards issued for Contractors Personnel and its subcontractors must be retrieved and returned to Canada Post Security & Investigation Services by the Company Security Officer without delay.
 - i. Providing change of circumstance reports for personnel with regard to their security screening status;
 - j. Ensuring that Contractor personnel receive a security briefing upon notification of having been granted Reliability Status;
 - k. Ensuring that Contractor personnel complete and return the Security Clearance Certificate and Briefing form and the Protection of Mail and Corporate Assets Contractor Declaration form;
 - l. Maintaining a valid list of security screened Contractor personnel on the prescribed template in attachment 1 below and submitting it to Canada Post Security Investigation Services on a quarterly basis on or by, February 1st, May 1st, August 1st and November 1st of each calendar year;
 - m. Ensuring that Contractor personnel security screening information is safeguarded properly;
 - n. Reviewing security requirements in the Agreement and ensuring all requirements are adhered to;

2. Contractor personnel must be granted Reliability Status before access to Protected Assets and Information can be shared;
3. Canada Post Security and Investigation Services will recognize valid Reliability Status or valid Security Clearance issued by Public Works Government Services of Canada (Industrial Security Program) as meeting the security screening requirements for Contractor personnel;
4. Contractor personnel who do not hold a valid Reliability Status or Valid Security clearance issued by Public Works Government Services of Canada (Industrial Security Program); must complete the security screening process through Canada Post Security and Investigation Services;
5. The Contractor shall ensure that security screening application(s) are accurately completed for a sufficient number of Contractor employees, representatives, including sub-Contractors or agents who are, or may be working on services related to this Agreement (the "Personnel") and submitted to the Corporation;
6. For clarity, a sufficient number of Personnel shall at all times be deemed to include a sufficient number of personnel required to perform the services on an on-going basis, plus an additional number of personnel, to be determined by the Contractor, to ensure that should any personnel with security clearance be unable, for whatever reason, to work on the services related to this Agreement, the Contractor will have enough additional personnel with security clearance to stand in for, or otherwise replace them;
7. In the event that the security clearance of the Contractor personnel is compromised as determined by Canada Post Security and Investigation Services, Canada Post may terminate the Agreement forthwith and no compensation shall be payable to the Contractor arising from said termination;

Transportation

8. Ensure that all Contractor vehicles, whether owned or leased by, or belonging to Contractor Personnel used in the provision of the Service ("Vehicles") shall provide reasonable security with fully functioning locks and other reasonable security features given the nature of the Service provided;
9. Conduct semi-annual inspection and audit of all Vehicles to ensure the proper functioning of all security features and mechanisms and to repair and maintain the same as circumstances reasonably require in a prompt and timely fashion;
10. Ensure that all Vehicles are left locked and otherwise fully secured within the Vehicles' capacity, with engine turned off and ignition keys removed from the Vehicle whenever the Vehicle is left unattended;
11. Grant reasonable access to Canada Post Security and Investigation Services to Vehicles for routine audit and the investigation of specific incidents when required by Canada Post;

Protection of the mail

12. Ensure, specifically with respect to mail, as defined by the *Canada Post Corporation Act*, as amended, in the care, custody and control of the Contractor is at all times protected from theft, weather and other damage of whatsoever kind;
13. Ensure that no mail in the care, custody and control of the Contractor is opened, seized, delayed, detained, misdirected or otherwise interfered with in any manner.

Compliance

14. The Contractor shall ensure that the Contractor's Personnel and its subcontractor's personnel, who will have access to the mail, information, assets and/or the Corporation's premises in relation to this Agreement, comply with the Corporation's security procedures;
15. The deadline for the Contractor being in full compliance with the security requirements is before commencement of work, unless otherwise agreed to in writing by Security and Investigation Services;

16. For greater clarity, in the event the Contractor or Contractor Personnel fails to comply with the any of the above security requirements, the Contractor shall be in default of the security requirement of this agreement and thus give rise to Canada Post termination rights.
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