

**CANADIAN PAYMENTS ASSOCIATION**  
**ASSOCIATION CANADIENNE DES PAIEMENTS**

**RULE B13**

**PROCEDURES FOR JOINT AIR/GROUND  
COURIER ARRANGEMENTS**

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## **Rule B13 – Procedures for Joint Air/Ground Courier Arrangements**

### **Implementation and Revisions**

#### **Implemented**

November 23, 1983.

#### **Amendments Pre-November 2003**

November 22, 1989, November 24, 1994, March 23, 1995, March 25, 1996, January 27, 1997, March 4, 1999, May 15, 2002 and July 15, 2002.

#### **Amendments Post-November 2003**

1. Amendments to reflect consistency with the new CPA Payment Items and ACSS By-law, approved by the Board November 27, 2003, effective January 27, 2004.
2. Subsection 7 (a), approved by the Board, November 27, 2003, effective January 27, 2004.



## **Rule B13 - Procedures for Joint Air/Ground Courier Arrangements**

### **Introduction**

1. This Rule outlines the procedures for the establishment of joint air/ground courier arrangements between two or more Members and a designated Carrier(s).

### **Scope**

2. The procedures in this Rule shall apply to the establishment of the National Courier Service Arrangement and to regional courier arrangements established at the discretion of Regional Clearing Associations (RCAs).

### **Definitions**

3. In this Rule,
  - a) "National Courier Service Arrangements" means an agreement between two or more Members and a designated Carrier(s) for the shipment of non-negotiable Items from each participating Financial Institution's designated location(s) to their designated location(s) in another city or province.

### **Procedures**

4. The relationship between all parties to an air/ground courier arrangement shall be clearly established. Therefore, the following procedures shall be adhered to at all times:
  - a) The ground Carrier must have executed a separate transportation agreement with each participating Member. A pro-forma transportation agreement may be obtained from the Association.
  - b) Request for Quotations (RFQ) submitted to courier firms covering a combination of air and ground service shall clearly indicate that the request is for a proposal covering "door to door" service and that the ground Carrier is responsible for the "door to door" insurance coverage.
  - c) Tenders for air support shall be submitted by the air Carriers to the ground Carrier firm not to the coordinating group of Members.
  - d) Ground Carriers shall be formally advised in any RFQ that the air Carrier is their agent or sub-contractor as described in the transportation agreement signed between the ground Carrier and each participating Member.
  - e) The tender submission details appended to the RFQ, shall be substantially in the form of Appendix I.
  - f) Tenders (the original and a specified number of additional copies) are to be submitted in sealed envelopes directly to the Chairperson of the coordinating committee which will oversee the courier arrangement.
  - g) A meeting of the co-ordinating committee shall be convened wherein participating Members shall open the sealed bids and review the tenders. The contents of the tenders shall be kept strictly confidential.



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### **Release and Indemnity**

5. a) The Association shall not be held liable for the actions or conduct of any person that participates in the tendering process outlined in section 4, in the course of, or in any way related to that tendering process.
- b) Each Member shall indemnify and save the Association harmless from and against all liability, claims, demands, actions or other proceedings for, or in respect of any such loss or damage caused in the course of the tendering process outlined in section 4, or directly related to their actions or conduct.
- c) In this section, "actions or conduct" include but are not limited to fraud, breach of trust, breach of duty and any other offence committed during the exercise of functions in any way related to the tendering process outlined in section 4.

### **National Courier Service Arrangement**

6. a) The detailed Guidelines for the National Courier Service Arrangement, which may be obtained from the Association, should be consulted. These Guidelines describe the operational aspects relating to the National Courier Service Arrangement and include the voting rights determination.
- b) The procedures to be followed in the event the incumbent air or ground Carrier is on strike may be obtained from the Association.

### **Regional Courier Voting Rights Determination and Performance Criteria and Monitoring**

7. a) The manner in which voting rights are allocated among participants in a regional courier arrangement shall be based on the number of designated delivery points for each participant within each separately tendered zone or route within the region, with one vote per delivery point. Changes to the service must be approved by a simple majority of the voting rights.
- b) The establishment of performance criteria and monitoring of regional courier arrangement(s) are the responsibility of each RCA.



### **Sample Tender Submission Details**

Name and Address  
of Tenderer

On behalf of the [co-ordinating committee] I hereby invite you to tender for the provision of courier services for the [national/regional courier service] as detailed in the attached Request for Quotations.

#### Submission of Tenders

Tenders (original and X number of copies) shall be submitted in a sealed envelope addressed to:

Name and Address of the  
Coordinating Committee  
Chairperson

The sealed envelope shall be prominently marked "Tender for the [national/regional courier service] - DO NOT OPEN" and the name of the tenderer shall be clearly shown on the envelope.

Tenders shall be delivered to the above address not later than XX hours, mm/dd/yy. Tenders which are delivered after this closing time shall not be accepted or considered by the [co-ordinating committee].

If you do not wish to tender for the [national/regional courier service] would you kindly so advise in writing.

#### Acceptance and Rejection of Tenders

The [co-ordinating committee] reserves the right to reject any or all tenders, to waive any irregularity in bids it receives and to accept any tender it considers appropriate. The contract for the provision of the [national/regional courier service] need not necessarily be awarded to the lowest bidder. Tenders may not be withdrawn for a period of 60 days after the closing date for delivery of the tender.

Tenders which are incomplete, conditional or obscure, or which in any way fail to conform strictly to the requirements of the Request for Quotations or which contain alterations, erasures or irregularities of any kind may be rejected.

Notice by the [co-ordinating committee] to a tenderer of its acceptance shall constitute the award of the contract for the [national/regional courier service].

The bid of the successful tenderer shall, following such award, be incorporated as part of separate and individual contracts to be entered into by the successful tenderer with each of the financial institutions listed in the RFQ.



### **Sample Tender Submission Details (continued)**

#### Responsibility of Tenderer

The tender is to be based upon the Request for Quotations included with this letter. It shall be the responsibility of the tenderer to obtain all necessary information which may influence or affect its tender. Should any details necessary for a clear and comprehensive understanding of the Request for Quotation be omitted, or any error appear in the Request for Quotations, it shall be the responsibility of the tenderer to obtain clarification before submitting its tender.

Requests for such clarification shall be made in writing to the Chairperson of the [co-ordinating committee], at the above-noted address. The answer to any such request for clarification will be issued to all parties that have been invited to tender for the [national/regional courier service]. The [co-ordinating committee] hereto shall not be responsible for any instructions or information given to the tenderer otherwise than by the Chairperson of the [co-ordinating committee].

#### Information to be Submitted with Tender

Each tenderer shall submit sufficient information with its tender to show that it has the staff, ability, experience, equipment and facilities to perform the courier services. The tender shall include a declaration by the tenderer to the effect that “we have examined the Request for Quotations and are fully informed of all terms, conditions and characteristics for the performance of the services for the [national/regional courier service]”.

The tenderer shall include with its tender a representation, warranty or evidence, as the case may be, that it has on hand, or is able to obtain, all necessary licences or permits required to perform the courier services.

The tenderer shall also include a declaration and brief description of contingency and back-up procedures that will be in place upon commencement of the service. To ensure the financial institution material will be transported without delay for the duration of the service agreement, procedures are to include plans for labour disputes affecting both the ground and air service and for mechanical problems or mishandling of the material by the air carrier.

#### Insurance/Contract Requirements

The tenderer shall include with its tender, evidence that it can obtain sufficient insurance coverage (independent letter from the insurer is required) for the provision of the [national/regional courier service]. Satisfactory contracts and insurance must be in place for each financial institution prior to the initiation of the service.

All of the financial institutions listed in the RFQ require ‘Transportation Agreements’ between themselves and the couriers with whom they do business. THE SUCCESSFUL TENDERER MUST HAVE THESE INSTRUMENTS IN PLACE AND CURRENT BY THE TENDER CLOSE-OFF DATE OF mm/dd/yy.



### **Sample Tender Submission Details (continued)**

#### Pricing Requirements

All prices tendered shall be firm, shall be in Canadian dollars, shall include all freight, customs and excise duties and all applicable taxes, including federal and provincial retain sales tax and all other costs pertaining to the provision of the services required for the [national/regional courier service].

The tender shall include a statement to the effect that the quoted prices shall remain in effect for a period of X year(s) following the date of commencement of service under the contracts, expected to commence on or about mm/dd/yy.

#### Signature and Seals

All tenders shall be executed under seal, and if the tenderer is a corporation, the affixing of its corporate seal shall be duly attested by the signatures of the/its authorized signing officers.

#### Alternatives

The [co-ordinating committee] would be pleased to discuss any innovation or alternative to the "Request for Quotations". Any such innovation or alternative should be submitted to the Chairperson in writing at the above-noted address.

