

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Office Supplies	
Solicitation No. - N° de l'invitation H4004-132341/A	Date 2013-08-09
Client Reference No. - N° de référence du client H4004-132341	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-018-6327	
File No. - N° de dossier TOR-3-36066 (018)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-23	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dhillon, Ambreen	Buyer Id - Id de l'acheteur tor018
Telephone No. - N° de téléphone (905) 615-2466 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH ONTARIO REGL OFFICE 2301 MIDLAND AVE SCARBOROUGH Ontario M1P4R7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents

List of Annexes:

- | | |
|---------|------------------|
| Annex A | Requirement |
| Annex B | Basis of Payment |

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

5. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must

be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (2 hard copies)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3010T (2013-04-25), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

A) A sample mock-up must be provided at the time of bid closing.

B) Proposed product must meet the following specifications:

- Folder: 11 point manila 9.5" x 12.25" with notched double end tab
- Fastener: 1.5" 2-prong pin fastener installed
- Patch: 2.25" x 2.25" fabrene flat patch (no flap) installed to hold pin fastener
- Labels: 15/15" x 1.25" datafile labels with acrylic adhesive, machine applied to folder by supplier
- Lettering/Numbering: 9/16" high, white with black outline
- Colour Code: datafile

1.2 Financial Evaluation

- a) Bidders must submit their financial bid in Canadian funds in accordance with Basis of Payment in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.
- b) The evaluated price for each will be calculated by adding the total cost of the extended prices for all three periods of the contract.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received in accordance with the Delivery Schedule outlined in Annex A-Requirement.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ambreen Dhillon
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Ontario Region
33 City Centre Drive, Suite 480C
Mississauga ON L5B 2N5

Telephone: 905-615-2466

Facsimile: 905-615-2060

E-mail address: ambreen.dhillon@pwgsc.gc.ca

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

5.2 Project Authority

(insert at Contract Award)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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

5.3 Contractor's Representative

(insert at Contract Award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex B. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (insert at Contract Award) . Customs duties are included and Applicable Taxes are extra.

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

- A) when it is 75 percent committed, or
- B) four (4) months before the contract expiry date, or
- C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Instruction to contracting officers: Use the following paragraph when invoices must be accompanied by supporting documents. The documents listed are examples only and must be revised to reflect the requirement. Delete this paragraph if no supporting documents are required.

Each invoice must be supported by:

a copy of time sheets to support the time claimed;
a copy of the release document and any other documents as specified in the Contract;
a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
a copy of the monthly progress report.

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

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

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010 C (2013-
- (c) Annex A Requirement;
- (d) Annex B Basis of Payment
- (e) the Contractor's bid dated _____ (insert at time of contract award)

ANNEX A**REQUIREMENT**

Health Canada, located in Toronto, ON has a requirement for the supply and delivery of pre-coded numeric file folders. The approximate quantity to be ordered annually is about 40,000 file folders. The file folders are pre-coded to reflect the current year along with an identifying tracking number that links up to LIMS. LIMS is a Drug Exhibit Database that tracks all seized exhibits by Government Officials. Each entry in LIMS automatically generates a file number that corresponds with the pre-coded file folder. Each folder in addition to the pre-coded identifying year and numerical number has a metal tab within the folder to secure documents.

File Folder Specifications

A sample mock-up must be provided with the bid proposal at the time of bid closing.

The proposed product must meet the following necessary specifications:

- Folder: 11 point manila 9.5" x 12.25" with notched double end tab
- Fastener: 1.5" 2-prong pin fastener installed
- Patch: 2.25" x 2.25" fabrene flat patch (no flap) installed to hold pin fastener
- Labels: 15/15" x 1.25" datafile labels with acrylic adhesive, machine applied to folder by supplier
- Lettering/Numbering: 9/16" high, white with black outline
- Colour Code: datafile

Delivery Schedule for File Folders

Quantity	Datafile Label (Numbering Sequence)	Delivery Date (at Midland)
UP TO 10,000 (MORE OR LESS, TO BE DETERMINED BY CLIENT)	13-30001 UP TO 13-40000	December 10, 2013
5,000	14-00001 TO 14-05000	February 14, 2014
5,000	14-05001 TO 14-10000	April 15, 2013
10,000	14-10001 TO 14-20000	July 1, 2013
10,000	14-20001 TO 14-30000	September 6, 2014
UP TO 10,000 (MORE OR LESS, TO BE DETERMINED BY CLIENT)	14-30001 UP TO 14-40000	December 12, 2014
5,000	15-00001 TO 15-05000	February 15, 2015
5,000	15-05001 TO 15-10000	April 15, 2015
10,000	15-10001 TO 15-20000	July 1, 2015
10,000	15-20001 TO 15-30000	September 6, 2015
UP TO 10,000 (MORE OR LESS, TO BE DETERMINED BY CLIENT)	15-30001 UP TO 15-40000	December 12, 2015
5,000	16-00001 TO 16-05000	February 15, 2016
5,000	16-05001 TO 16-10000	April 15, 2016
10,000	16-10001 TO 16-20000	July 1, 2016
10,000	16-20001 TO 16-30000	September 6, 2016

Solicitation No. - N° de l'invitation

H4004-132341/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

tor018

Client Ref. No. - N° de réf. du client

H4004-132341

File No. - N° du dossier

TOR-3-36066

CCC No./N° CCC - FMS No/ N° VME

Note:

Packing

- boxed in equal amounts in new uniform cartons not exceeding 35 lb. With file folders in numerical order;
- must have labels on box exteriors identifying box contents;
- packed on skids, with lowest numbers at the top of the skid

ANNEX B**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Period of Contract	Price per Folder (a)	Estimated Requirement (b)*	Total Extended Price (a x b)
Contract Award-December 12, 2014	\$_____	50,000	
December 13, 2014- December 12, 2015	\$_____	40,000	
December 13, 2015- September 6, 2016	\$_____	30,000	
Total			\$_____
Total (HSTI)			\$_____

***Quantities are subject to change**