



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

Contracting Officer : Jason Knowles  
Agente d'approvisionnement  
Services partagés Canada | Shared Services  
Canada  
180 Kent St, 13th floor  
Ottawa, Ontario K1P 0B6

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Shared 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 thereof.

**Proposition aux: Services partagés 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-annexées, au(x) prix indiqué(s)

**Comments - Commentaires**

This document contains a Security Requirement

**Issuing Office – Bureau de distribution**

SSC | SPC  
Procurement and Vendors Relationships |  
Achats et relations avec les fournisseurs  
180 Kent St, 13th floor  
Ottawa, Ontario  
K1P 0B6

|  |  |
|--|--|
| <b>Title – Sujet</b><br>Corporate Mail Delivery Services   |  |
| <b>Solicitation No. – N° de l'invitation</b><br>10033434   | <b>Date</b><br>December 16, 2013   |
| <b>Client Reference No. – N° référence du client</b>   |  |
| <b>File No. – N° de dossier</b>  |  |
| <b>Solicitation Closes – L'invitation prend fin</b><br>at – à 11 :59 PM<br>on – le 27 January, 2014  | <b>Time Zone Fuseau horaire</b><br>Eastern Standard Time (EST) /<br>Heure Normale de l'Est (HNE) |
| <b>F.O.B. - F.A.B.</b><br>Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>   |  |
| <b>Address Inquiries to : - Adresser toutes questions à:</b><br>Jason Knowles  |  |
| <b>Telephone No. – N° de téléphone :</b><br>613-769-1035   |  |
| <b>Delivery required - Livraison exigée</b><br>See Herein  | <b>Delivered Offered – Livraison proposée</b>  |
| <b>Destination – of Goods, Services, and Construction:</b><br><b>Destination – des biens, services et construction :</b><br>See Herein   |  |
| <b>Vendor/firm Name and address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <b>Facsimile No. – N° de télécopieur</b>   |  |
| <b>Telephone No. – N° de téléphone</b>   |  |
| <b>Name and title of person authorized to sign on behalf of Vendor/firm</b><br><b>(type or print)-</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b> _____  |



**REQUEST FOR PROPOSAL  
CORPORATE MAIL DELIVERY SERVICES  
FOR  
SHARED SERVICES CANADA**

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- Annex A Statement of Work
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- Annex D Federal Contractors Program for Employment Equity – Certification

**List of Attachments to Part 3 (Bid Preparation Instructions):**

Attachment 3.1: Pricing Tables

**Forms:**

- Form 1 - Bid Submission Form
- Form 2 - Client Reference Verification Form for Mandatory Technical Criteria
- Form 3 - Client Reference Verification Form for Point-Rated Technical Criteria
- Form 4 - Substantiation of Technical Compliance Form
- Form 5 - Code of Conduct Certification Form



## **PART 1 GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security and Financial Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The annexes include the Statement of Work and its appendices, Basis of Payment, Security Requirements Checklist, Federal Contractors Program for Employment Equity – Certification, and Insurance Requirements.

### **1.2 Summary**

The Government of Canada (Canada) has a requirement to provide Mail Delivery Services to Shared Services Canada (SSC) from a Contractor-supplied facility to/from SSC locations within the National Capital Region (NCR) boundaries, as defined in the National Capital Act (R.S.,c.N-3.Sch.). The Act can be viewed at <http://laws.justice.gc.ca/en/N-4/index.html>.

This bid solicitation is being issued by SSC It is intended to result in the award of a contract for 2 years, plus 1 one-year irrevocable option allowing Canada to extend the term of the contract. This bid solicitation does not preclude Canada from using another method of supply for entities of the Government of Canada with the same or similar needs.

There is a security requirement associated with this requirement. For additional information, see Part 6 – Security and Financial Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the “Security Requirements on PWGSC Bid Solicitations - Instructions for Bidders” document on the Departmental Standard Procurement Documents (<http://www.pwpsc.gc.ca/acquisitions/text/plain/plain-e.html#top>) Website.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA) if it is in force, and the Agreement on Internal Trade (AIT).

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of the Standard Instructions 2003.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification



### **1.3 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 provided in writing, by telephone or in person.



## **PART 2 BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- 2.1.1 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.
- 2.1.2 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.
- 2.1.3 The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails. All references to PWGSC contained within the Standard Instructions will be interpreted as a reference to SSC, except for section 5(2)(d).
- 2.1.4 Section 3 of the Standard Instructions – Goods and Services – Competitive Requirements 2003 is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”
- 2.1.5 Subsection 5(4) of 2003, Standard Instructions - Goods or Services - Competitive Requirements is amended as follows:  
Delete: sixty (60) days  
Insert: one hundred and eighty days (180) days
- 2.1.6 Section 7 is replaced by the following:
1. A bid delivered to the specified address after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to a Delivery Service Company. Delivery Company means an incorporated courier company, Canada Post Corporation, or a national equivalent of a foreign country). The only pieces of evidence relating to a delay that are acceptable are:
    - a) a cancellation date stamp; or
    - b) a courier bill of lading; or
    - c) a date stamped labelthat clearly indicates that the bid was received by the Delivery Company before the bid closing date.
  2. Postage meter imprints, whether imprinted by the Bidder or the Delivery Company are not acceptable as proof of timely mailing.
- 2.1.7 For purposes of this procurement the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

### **2.2 Submission of Bids**

- 2.2.1 Bids must be mailed to Shared Services Canada by the date, time and place indicated on page one (1) of the bid solicitation.
- 2.2.2 Due to the nature of the RFP solicitation, responses delivered by hand or transmitted by facsimile or electronically will not be accepted.
- 2.2.3 Vendors intending to submit a bid are requested to notify the Contracting Authority by email (email address can be found on page 1 of the solicitation document), prior to the bid closing date, indicating their intention to submit a bid.



## 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

### 2.3.1 Definitions

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

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

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

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

### 2.3.2 Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### 2.3.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;



- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

## 2.4 Enquiries - Bid Solicitation

- 2.4.1 All enquiries must be submitted in writing to the Contracting Authority no later than ten calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 2.4.2 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.

## 2.5 Applicable Laws

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

**Note to Bidders:** A Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder. Bidders are requested to indicate the Canadian province or territory they wish to apply to any resulting contract in their Bid Submission Form.

## 2.6 Improvement of Requirement During Solicitation Period

If bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries - Bid Solicitation". Canada will have the right to accept or reject any or all suggestions

## 2.7 Volumetric Data

The volumetric data provided in Annex A section 4 and the delivery data provided in Schedule A has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of mail and messenger services will be consistent with this data. It is provided purely for information purposes.





## **PART 3 BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

**3.1.1 Copies of Bid:** Canada requests that Bidders provide their bid in separately bound sections as follows:

3.1.1.1 Section I Technical Bid:

3.1.1.1.1 Form 1: 1 hardcopy of the signed and completed Bid Submission Form (Form 1).

3.1.1.1.2 3 CD-ROMs or DVDs containing the bidder's complete technical proposal in Adobe PDF compatible format. The disks should be clearly labelled on their face as follows:

3.1.1.1.2.1 The bidder's name;

3.1.1.1.2.2 The solicitation number;

3.1.1.1.2.3 "Technical Proposal"; and

3.1.1.1.2.4 The signature of the authorized representative of the Bidder.

3.1.1.2 Section II Financial Bid: The Financial Bid should be provided in a sealed envelope containing the following:

3.1.1.2.1 1 hardcopy of the complete financial proposal

3.1.1.2.2 1 CD-ROM or DVD containing the complete financial proposal in Microsoft Excel compatible format. The disk should be clearly labelled on the face as follows:

3.1.1.2.2.1 The bidder's name;

3.1.1.2.2.2 The solicitation number;

3.1.1.2.2.3 "Financial Proposal"; and

3.1.1.2.2.4 The signature of the authorized representative of the Bidder.

3.1.1.2.3 If there is a discrepancy between the wording of the softcopy and the hardcopy, the wording of the hardcopy will have priority over the wording of the softcopy.

3.1.1.3 Section III Certifications: 1 hardcopy of any required certifications

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

**3.1.2 Format for Bid:** Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

3.1.2.1 use 8.5 x 11 inch (216 mm x 279 mm) paper format;

3.1.2.2 use a numbering system that corresponds to the bid solicitation;

3.1.2.3 include a title page for each volume of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative; and

3.1.2.4 include a table of contents

**3.1.3 Canada's Policy on Green Procurement:** 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. See the Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

3.1.3.1 use paper containing fibre certified as originating from a sustainably-managed forest and/or containing a minimum of 30% recycled content; and



3.1.3.2 use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, and using staples or clips instead of cerlox, duotangs or binders.

### 3.1.4 **Submission of Only One Bid from a Bidding Group:**

3.1.4.1 The submission of any bids from one or more members of the same bidding group, except as set out in (i), is not permitted in response to this bid solicitation. If the members of a bidding group participate in additional bids, Canada will choose in its discretion which bids to consider. If the members of a bidding group choose to participate in two bids, each bid must be a physically separate document, clearly marked as a separate bid. Each bid will be evaluated independently without regard to other bids submitted and, therefore, every bid must be complete.

3.1.4.2 For the purposes of this article, "bidding group" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "related" for the purposes of this bid solicitation if:

3.1.4.2.1 they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

3.1.4.2.2 they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*,

3.1.4.2.3 the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

3.1.4.2.4 the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

### 3.1.5 **Joint Venture Experience:**

3.1.5.1 Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet any given mandatory requirement of this bid solicitation. Joint venture members cannot pool their abilities to satisfy any single mandatory requirement of this bid solicitation. Wherever substantiation of a mandatory requirement is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the solicitation period.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance services, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

## 3.2 **Section I: Technical Bid**

3.2.1 In their technical bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their



bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.2.2 The technical bid consists of the following:

3.2.2.1 **Bid Submission Form:** Bidders are requested to include the Bid Submission Form with their bids. It provides a common form in which Bidders can provide information required for evaluation and contract award, such as a contact name, the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

3.2.2.2 **Security, Financial & Other Requirements:** Security requirements required by Part 6 of the bid solicitation.

3.2.2.3 **Customer Reference Contact Information:**

3.2.2.3.1 The Bidder must provide client references who must each confirm if requested by SSC that Bidder meets the criteria, as specified in Attachment 4.1 – Technical Evaluation.

3.2.2.3.2 The format to be used to request confirmation from customer references is as follows:

Sample Question to Client Reference: "Has [the bidder] provided your organization with [describe the services and, if applicable, describe any required timeframe within which those services must have been provided]?"

Yes, the bidder has provided my organization with the services described above.

No, the bidder has not provided my organization with the services described above.

I am unwilling or unable to provide any information about the services described above.

3.2.2.3.3 For each client reference, the Bidder must, at a minimum, provide the name and either the phone number or email address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail. Bidders are also requested to also include the company name and title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its client and who is willing to act as a client reference.

3.2.2.3.4 Crown references will be accepted.

3.2.2.4 **Proposed Resources:** The technical bid must include a résumé for the proposed Supervisor. The Technical Bid must demonstrate that the proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements). With respect to résumés and resources:

3.2.2.5 **Proposed resources** may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work (refer to Part 5, Certifications).

3.2.2.6 For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programs that were successfully completed by the resource by the time of bid closing.

3.2.2.7 For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal co-operative programme at a post-secondary institution.



- 3.2.2.8 For any requirements that specify a particular time period (e.g., 2 years) of work experience, SSC will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- 3.2.2.9 For work experience to be considered by SSC, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

### 3.3 Section II: Financial Bid

- 3.3.1 **Pricing:** Bidders must submit their financial bid in accordance with the pricing tables detailed in Attachment 3.1: Pricing Tables. The total amount of Applicable Taxes must be shown separately. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive price quoted in Canadian dollars in each cell requiring an entry in the pricing tables.
- 3.3.2 **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- 3.3.3 **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- 3.3.4 **Exchange Rate Fluctuation:** The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### 3.4 Section III: Certifications

Bidders must submit the certifications required under Part 5.

### 3.5 Section IV: Additional Information

#### 3.5.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country



## PART 4 EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 4.1.3 In addition to any other time periods established in the bid solicitation:
  - 4.1.3.1 **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
  - 4.1.3.1 **Requests for Survey:** If Canada wishes to survey the Bidder's facilities, the Bidder must make its facilities available for this purpose within 5 working days of a request by the Contracting Authority.
  - 4.1.3.2 **Requests for Further Information:** If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions - Goods or Services - Competitive Requirements:
    - 4.1.3.2.1 verify any or all information provided by the Bidder in its bid; OR
    - 4.1.3.2.2 contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,  
  
the Bidder must provide the information requested by Canada within 2 working days of a request by the Contracting Authority.
  - 4.1.3.3 **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

### 4.2 Technical Evaluation

- 4.2.1 Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- 4.2.2 For the Technical Criteria below, where References are required, GC clients can be used as References. Canada will use the same process for verifying Reference information from GC References as for private sector or other public sector references used by the Bidder. Canada will not be responsible for obtaining the required Reference information from any GC client used as a Reference.
- 4.2.3 Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being considered for evaluation purposes.
- 4.2.4 Proposals not meeting the Mandatory Technical Criteria will be declared non-responsive and will not be considered for contract award.
- 4.2.5 The the Mandatory Technical Criteria are as follows:

| Reference No. | Mandatory Technical Criteria | Reference to Bid |
|---------------|------------------------------|------------------|
|---------------|------------------------------|------------------|



|                     |   |  |
|---------------------|---|--|
| <p><b>M-001</b></p> | <p>The Bidder must have five years' experience within the last eight years prior to the date of the submission in providing mail and messenger services to a Government of Canada federal organization. The experience ranging from one to a number of different projects must be demonstrated. For each demonstrated project, the services must be provided to an organization with a minimum of one hundred (100) employees, and the following details as a minimum must be provided:</p> <ul style="list-style-type: none"> <li>• a brief description of each project,</li> <li>• the responsibilities of the Bidder,</li> <li>• the project(s) duration (from and to what months and years) within the past eight (8) years,</li> <li>• the project(s) dollar value,</li> <li>• the client(s) name for whom the services were provided, including reference contacts and phone number(s) to validate the information provided, and</li> <li>• indicate the number of employees with the client organization for whom the services were provided.</li> </ul> <p><b>All information may be verified by SSC by communicating with the Reference.</b></p>   |  |
| <p><b>M-002</b></p> | <p><b>The proposed Supervisor resource must:</b></p> <ul style="list-style-type: none"> <li>• hold a valid Secret level clearance issued by Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada at the date of bid closing;</li> <li>• be fluently bilingual in both official languages;</li> <li>• have a minimum of two (2) years supervisory experience of at least ten (10) employees within the last ten (10) years prior to the bid submission date;</li> <li>• have two (2) years experience in Mail and Messenger Services operations within the last five (5) years prior to the bid submission date;</li> <li>• have two (2) years experience, within the last five (5) years, in applying the Canada Postal Services rules, regulations and guidelines currently in effect;</li> <li>• have experience, within the last three (3) years prior to the bid submission date, in operating an automated mailing system;</li> <li>• have experience in using the Microsoft Windows 2000 Excel, Word and Outlook applications; and</li> <li>• have experience using an X-ray inspection system, and have received formal training and certification through an authorized trainer.</li> </ul> |  |
| <p><b>M-003</b></p> | <p>The Bidder must provide a comprehensive Management Plan on how the work is to be managed in accordance with Annex A - Statement of Work. The Management Plan must address:</p> <ul style="list-style-type: none"> <li>• schedule for daily services (sorting/departure/arrival time, accommodation and co-ordination of runs based on the daily service deliveries stated in Schedule A);</li> <li>• proposed staffing schedule (work hours, workload, personnel required);</li> <li>• operation's monitoring methods to be used (i.e. work standards and levels of service);</li> <li>• contingency plans for back-up and replacement of</li> </ul>   |  |



|  |   |  |
|--|---|--|
|  | <p>personnel; and</p> <ul style="list-style-type: none"> <li>• a strategy explaining how the services will be operational on the first day of the contract (staff, positions, training, security clearances phased-in period, timelines)</li> </ul> |  |
|--|---|--|

**4.2.6 Reference Validation Checks:**

4.2.6.1 For reference validation checks, Canada will conduct the reference validation check in writing by email. Canada will send all email reference validation check requests to contacts supplied by all the Bidders using the email address provided in the bid. Canada will not award any points nor consider a mandatory criterion met unless the response is received within 5 working days of the date that Canada's e-mail was sent.

4.2.6.2 On the third working day after sending out the reference check request, if Canada has not received a response, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within 5 working days. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and email address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling or unable to respond). The 5 working days will not be extended to provide additional time for the new contact to respond.

4.2.6.3 Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.

4.2.6.4 Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the customer reference states he or she is unable or unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Whether or not to conduct reference checks is discretionary. However, if SSC chooses to conduct reference checks for any given mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

**4.3 Financial Evaluation**

4.3.1 The financial evaluation will be conducted by calculating the Total Evaluated Bid Price using the Pricing Tables completed by the bidders as follows:

**Total Evaluated Bid Price =**

(SSC Corporate Mail Delivery Services Firm All Inclusive Monthly Rate x 36) +

(Internal Mail Delivery Services Per 5 Locations All Inclusive Monthly Rate x 12 x 36)

**4.4 Formulae in Pricing Tables**

4.4.1 If the pricing tables provided to bidders include any formulae, Canada may re-input the prices provided by bidders into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by a bidder.

**4.5 Basis of Selection**

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



- 4.5.2 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.



## **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 made knowingly or unknowingly, 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.

### **5.1 Mandatory Certifications Required Precedent to Contract Award**

#### **5.1.1 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.

#### **5.1.2 Federal Contractors Program for Employment Equity – Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder is not named on the Federal Contractors Program (FCP) for employment equity “FCP Limited Eligibility to Bid” list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) – Labour's website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

### **5.2 Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **5.2.1 Price Certification**

In the event that this RFP results in only one bid being received, any resulting contract awarded will contain the following price certification terms. The Bidder must agree to these terms in order to be awarded the contract.

##### **5.2.1.1 Price Certification - Canadian-based Suppliers (other than agency and resale outlets)**



The Bidder certifies that the price proposed:

is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both;

does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of goods, services or both of like quality and quantity, and

does not include any provision for discounts to selling agents.

#### **5.2.1.2 Price Certification - Foreign Suppliers**

The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the goods, services or both.

### **5.2.2 Code of Conduct Certifications – Certifications Required Precedent to Contract Award**

5.2.2.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

5.2.2.2 The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form – PWGSC-TPSGC 229](#)) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.



## PART 6 SECURITY AND FINANCIAL REQUIREMENTS

### 6.1 Security Requirement

- 6.1.1 At the date of bid closing, the following conditions must be met:
- 6.1.1.1 the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - 6.1.1.2 the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 – Resulting Contract Clauses;
  - 6.1.1.3 the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding.
- 6.1.2 For additional information on security requirements, Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions to Bidders" document (<http://tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) on the Departmental Standard Procurement Documents Website.
- 6.1.3 In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

### 6.2 Financial Capability

- 6.2.1 SACC Manual clause A9033T (2012-07-16) Financial Capability applies, except that subsection 3 is deleted and replaced with the following: "If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1(a) to (f) must also be provided by each level of parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that one or more parent companies grant a performance guarantee to Canada."
- 6.2.2 In the case of a joint venture bidder, each member of the joint venture must meet the financial capability requirements.

**Note to Bidders:** *This financial information is only to be submitted following explicit written request by the Contracting Authority; it is however, mandatory on request.*

## PART 7 RESULTING CONTRACT CLAUSES

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

### 7.1 Requirement

7.1.1 \_\_\_\_\_ (the “**Contractor**”) agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with, and at the prices set out in, the Contract.

**Client:** Under the Contract, the “**Client**” is Shared Services Canada (SSC).

7.1.2 **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

7.1.3 **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions.

### 7.2 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 (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada. All references contained within the General Conditions or Supplementary General Conditions to the Minister of Public Works and Government Services will be interpreted as a reference to the minister presiding over Shared Services Canada and all references to the Department of Public Works and Government Services will be interpreted as Shared Services Canada.

For purposes of this contract the PWGSC policies referenced within the Standard Acquisitions Clauses and Conditions Manual are adopted as SSC policies.

#### 7.2.1 General Conditions:

2035 (2013-06-27), General Conditions - Higher Complexity - Services, apply to and form part of the Contract. These General Conditions are amended as follows:

Section 2 of the General Conditions is amended as follows: delete “Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16”

### 7.3 Security Requirement

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

7.3.1 The Contractor must, at all times during the performance of the Contract, Standing Offer or Supply Arrangement, maintain a valid Facility Security Clearance (FSC) issued by Public Works and Government Services Canada – Industrial Security Program.

7.3.2 The Contractor and/or its employees must EACH maintain a valid Secret level clearance issued by Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada.

7.3.3 The Contractor must maintain a valid Document Safeguarding Capability (DSC) at the SECRET level issued by Public Works and Government Services Canada – Industrial Security Program.

7.3.4 The Contractor and/or its employees MUST NOT use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data.



7.3.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Shared Services Canada.

7.3.6 The Contractor and its employees must comply with the provisions of the:

a) Justice Canada – Security of Information Act (Latest Edition); (<http://laws-lois.justice.gc.ca/eng/acts/O-5/>)

b) Industrial Security Manual (Latest Edition). (<http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>)

7.3.7 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:

Street Number/Street Name, Unit/Suite/Apartment Number

City, Province, Territory/State

Postal Code/Zip Code

Country

## 7.4 Contract Period

7.4.1 **Contract Period:** The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

7.4.1.1 The "**Initial Contract Period**", which begins April 1, 2014 and ends 2 years later; and

7.4.1.1 The period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

7.4.2 **Option to Extend the Contract:**

7.4.2.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1-year period under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

7.4.2.2 Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7.5 Authorities

7.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Jason Knowles

Title: Supply Team Leader

Shared Services Canada

Procurement and Vendor Relationships

180 Kent St, 13th floor

Ottawa, Ontario K1P 0B6

Telephone: (613) 769-1035

E-mail address: [jason.knowles@ssc-spc.gc.ca](mailto:jason.knowles@ssc-spc.gc.ca)

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



### 7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Technical Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Contractor's Representative

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 7.6 Payment

### 7.6.1 Basis of Payment

7.6.1.1 For providing services in accordance with the Contract, Canada will pay the Contractor the firm prices set out in Annex B.

7.6.1.2 **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

7.6.1.1 **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase goods or services in these amounts. Any commitment to purchase specific amounts or values of goods or services is described elsewhere in the Contract.

### 7.6.2 Limitation of Expenditure

7.6.2.1 Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included, if applicable. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.

7.6.2.2 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 when:

- 7.6.2.2.1 it is 75 percent committed, or
- 7.6.2.2.2 4 months before the Contract expiry date, or



7.6.2.2.3 as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,  
whichever comes first.

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

### 7.6.3 **H1008C (2008-05-12), Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

### 7.6.4 **Payment Credits**

7.6.4.1 **Credits for Failure to Meet Minimum Service Level:** If the deliverables do not meet the Minimum Service Level of 100% of all scheduled deliveries for the month, Canada will be entitled to a credit in the following amount:

7.6.4.1.1 Payment Credit of \$1000.00 for each missed delivery in a given month.

7.6.4.2 **Corrective Measures:** If credits are payable under this Article for two consecutive months or for three months in any 12-month period, the Contractor must submit a written action plan describing measures it will implement or actions it will undertake to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority and 20 working days to rectify the underlying problem.

7.6.4.3 **Termination for Failure to Meet Service Levels:** In addition to any other rights it has under the Contract, Canada may terminate the Contract for default in accordance with the General Conditions by giving the Contractor three months' written notice of its intent, if any of the following apply:

7.6.4.3.1 the total amount of credits for a given monthly billing cycle reach a level of \$10,000.00;  
or

7.6.4.3.2 the corrective measures required of the Contractor described above are not met.

This termination will be effective when the three-month notice period expires, unless the Contractor has sustained the Service Levels during those months.

7.6.4.4 **Credits Apply during Entire Contract Period:** The Parties agree that the credits apply throughout the Contract Period

7.6.4.5 **Credits represent Liquidated Damages:** The Parties agree that the credits are liquidated damages and represent their best pre-estimate of the loss to Canada in the event of the applicable failure. No credit is intended to be, nor will it be construed as, a penalty.

7.6.4.6 **Canada's Right to Obtain Payment:** The Parties agree that these credits are a liquidated debt. To collect the credits, Canada has the right to hold back, draw back, deduct or set off from and against any money Canada owes to the Contractor from time to time.

7.6.4.7 **Canada's Rights & Remedies not Limited:** The Parties agree that nothing in this Article limits any other rights or remedies to which Canada is entitled under the Contract (including the right to terminate the Contract for default) or under the law generally.



**7.6.5 Audit Rights:** The Contractor's calculation of credits under the Contract is subject to verification by government audit, at the Contracting Authority's discretion, before or after payment is made to the Contractor. The Contractor must cooperate fully with Canada during the conduct of any audit by providing Canada with access to any records and systems that Canada considers necessary to ensure that all credits have been accurately credited to Canada in the Contractor's invoices. If an audit demonstrates that past invoices contained errors in the calculation of the credits, the Contractor must pay to Canada the amount the audit reveals was required to be credited to Canada, plus interest, from the date Canada remitted the excess payment until the date of the refund (the interest rate is the Bank of Canada's discount annual rate of interest in effect on the date the credit was first owed to Canada, plus 1.25% per year). If, as a result of conducting an audit, Canada determines that the Contractor's records or systems for identifying, calculating or recording the credits are inadequate, the Contractor must implement any additional measures required by the Contracting Authority.

**7.6.6 No Responsibility to Pay for Work not performed due to Closure of Government Offices**

7.6.6.1 Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.

7.6.6.2 If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

**7.7 Invoicing Instructions**

7.7.1 The Contractor must submit invoices in accordance with the information required in the General Conditions.

7.7.2 The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

7.7.3 By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

7.7.4 The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

**7.8 Certifications**

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

**7.8.2 Federal Contractors Program for Employment Equity – Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

**7.9 Applicable Laws**

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





## 7.10 Priority of Documents

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

- 7.10.1 these Articles of Agreement, including any individual SACC clauses incorporated by reference in these Articles of Agreement;
- 7.10.2 General Conditions 2035 (2013-06-27);
- 7.10.3 Annex A, Statement of Work;
- 7.10.4 Annex B, Basis of Payment;
- 7.10.5 Annex C, Security Requirements Check List;
- 7.10.6 Annex D, Federal Contractors Program for Employment Equity – Certification (if applicable);
- 7.10.7 the Contractor's bid dated \_\_\_\_\_, as amended \_\_\_\_\_, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

## 7.11 Foreign Nationals (Canadian Contractor)

- 7.11.1 SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

**Note to Bidders:** *Either this clause or the one that follows, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.*

## 7.12 Foreign Nationals (Foreign Contractor)

- 7.12.1 SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

## 7.13 Insurance Requirements

- 7.13.1 SACC Manual clause G1005C (2008-05-12) Insurance Requirements

## 7.14 Joint Venture Contractor

- 7.14.1 The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members: *[list all the joint venture members named in the Contractor's original bid]*.
- 7.14.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - 7.14.2.1 \_\_\_\_\_ has been appointed as the “representative member” of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - 7.14.2.2 by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - 7.14.2.3 all payments made by Canada to the representative member will act as a release by all the members.
- 7.14.3 All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada’s opinion, affects the performance of the Work in any way.
- 7.14.4 All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- 7.14.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.



7.14.6 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

### **7.15 Safeguarding Electronic Media**

7.15.1 Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

7.15.2 If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

### **7.16 Representations and Warranties**

The Contractor made statements regarding its experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

### **7.17 Access to Canada's Property and Facilities**

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

### **7.18 Termination for Convenience**

7.18.1 With respect to Section 30 of General Conditions 2035, if applicable, subsection 4 is deleted and replaced with the following subsections 4, 5 and 6:

4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of

- a. the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or
- b. the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this



section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



## **ANNEX A**

### **STATEMENT OF WORK**

(The Statement of Work and its appendices are attached as separate documents)



**ANNEX B**

**BASIS OF PAYMENT**

**1. SSC Corporate Mail Delivery Services**

For the provision of SSC Corporate Mail Delivery Services in accordance with Annex A Statement of Work (excluding Internal Mail Delivery Services described in section 7.3.2), and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm All Inclusive monthly rates for work performed pursuant to this Contract, Applicable Taxes extra.

SSC Corporate Mail Delivery Services Firm All Inclusive Monthly Rate: \$ \_\_\_\_\_

**2. Internal Mail Delivery Services**

For the provision of Internal Mail Delivery Services in accordance with Annex A Statement of Work section 7.3.2, and in consideration of the Contractor satisfactorily completing all of its obligations in accordance with the Contract, the Contractor will be paid the following Firm All Inclusive monthly rates for work performed pursuant to this Contract, Applicable Taxes extra. The Delivery Locations List will be updated on a continuous basis and provided to the Contractor by the Technical Authority. Payment will be rounded up to the nearest 5 locations for each monthly payment.

| Internal Mail Delivery Services  | Per 5 Locations Monthly Rate | Estimated Number of Locations |
|--|------------------------------|-------------------------------|
| <ul style="list-style-type: none"> <li>• locations within the National Capital Region</li> <li>• up to 2 deliveries per Government of Canada working day to each location</li> </ul> | \$ _____                     | 57                            |

**3. Pre-Authorized Postage Expenses**

Canada will reimburse the Contractor for its pre-authorized postage expenses reasonably and properly incurred for delivery of mail outside the National Capital Area through Canada Post, at cost, without any allowance for profit and/or administrative overhead. All postage expenses must have the prior authorization of the Technical Authority. All payments are subject to government audit.



## **ANNEX C**

### **SECURITY REQUIREMENTS CHECK LIST**

(The SRCL is attached as a separate document)



## ANNEX D

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



**FORM 1**

**BID SUBMISSION FORM**

| <b>BID SUBMISSION FORM</b>  |   |
|---|---|
| <b>Bidder's full legal name</b><br><i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>  |   |
| <b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>   | Name  |
|   | Title   |
|   | Address   |
|   | Telephone #   |
|   | Fax #   |
|   | Email   |
| <b>Bidder's Procurement Business Number (PBN)</b><br><i>[see the Standard Instructions 2003]</i><br><b>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</b> |   |
| <b>Jurisdiction of Contract:</b> Province in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)  |   |
| <b>Former Public Servants</b><br><br>See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".  | Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?<br>Yes ____ No ____<br>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"                           |
|   | Is the Bidder a FPS who received a lump sum payment under the terms of a work force adjustment directive?<br>Yes ____ No ____<br>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant" |
| <b>Number of FTEs</b> [Bidders are requested to indicate, the total number of full-time-equivalent positions that would be created and maintained by the Bidder if it were awarded the Contract. This information is for information purposes only and will not be evaluated.]  |   |
| <b>Security Clearance Level of Bidder</b><br><i>[include both the level and the date it was granted]</i><br><b>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security</b>   |   |





|   |  |
|---|--|
| <b><i>clearance is not valid for the Bidder.]</i></b>   |  |
| <p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ol> |  |
| <b>Signature of Authorized Representative of Bidder</b>   |  |



**FORM 2**

**CODE OF CONDUCT CERTIFICATION FORM**

|   |
|---|
| <b>Adresse de courriel /E-mail Address:</b>   |
|   |
| <b>Ministère/Department:</b>  |
|   |
| <b>Dénomination sociale complète du fournisseur / Complete Legal Name of Supplier</b>   |
|   |
| <b>Adresse du fournisseur / Supplier Address</b>  |
|   |
| <b>NEA du fournisseur / Supplier PBN</b>  |
|   |
| <b>Numéro de la demande de proposition<br/>Request for Proposal Number</b>  |
|   |
| <b>Membres du conseil d'administration (Utilisez le format - Prénom Nom)<br/>Board of Directors (Use format - first name last name)</b> |
| <b>1. Membre / Director</b>   |
| <b>2. Membre / Director</b>   |
| <b>3. Membre / Director</b>   |
| <b>4. Membre / Director</b>   |
| <b>5. Membre / Director</b>   |
| <b>6. Membre / Director</b>   |
| <b>7. Membre / Director</b>   |
| <b>8. Membre / Director</b>   |
| <b>9. Membre / Director</b>   |
| <b>10. Membre / Director</b>  |
|   |
| <b>Autres Membres/ Additional Directors:</b>  |
|   |