



**RETURN BIDS TO : - RETOURNER LES  
SOUMISSION À:**

**Canada Revenue Agency  
Agence du revenu du Canada**  
*See herein / Voir dans ce document*

**Proposal to: Canada Revenue Agency**

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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition à : l'Agence du revenu du Canada**

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

**Bidder's Name and Address -  
Raison sociale et adresse du Soumissionnaire**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Bidder is required to identify below the name and title of the individual authorized to sign on behalf of the Bidder – Soumissionnaire doit identifier ci-bas le nom et le titre de la personne autorisée à signer au nom du soumissionnaire***

**Name /Nom**

\_\_\_\_\_  
**Title/Titre**

**Signature**

**Date (yyyy-mm-dd)/(aaaa-mm-jj)**

(\_\_\_\_) \_\_\_\_\_

**Telephone No. – No de téléphone**

(\_\_\_\_) \_\_\_\_\_

**Fax No. – No de télécopieur**

**E-mail address – Adresse de courriel**

**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

**Title – Sujet**

**Cardboard Boxes for Forms**

**Solicitation No. – No de  
l'invitation :**

**1000314359A**

**Date:**

**November 27th, 2014**

**Solicitation closes –  
L'invitation prend fin:**

**on – le: 2015-01-06  
at – à: 2:00 P.M. / 14 h**

**Time zone – Fuseau  
horaire :**

**EST /HNE Eastern  
Standard Time/ Heure  
Normale de l'Est**

**Contracting Authority – Autorité contractante**

**Name – Nom - Katherine Hutton**

**Address – Adresse - See herein / Voir dans ce document**

**E-mail address – Adresse de courriel - See herein / Voir  
dans ce document**

**Telephone No. – No de téléphone**

(613) 941-5146

**Fax No. – No de télécopieur**

(613) 957-6655

**Destination - Destination**

**See herein / Voir dans ce document**



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## REQUEST FOR PROPOSAL (RFP)

### PART 1 GENERAL INFORMATION

#### 1.1 INTRODUCTION

The 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 solicitation;

Part 3 Proposal Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided by Bidders; and

Part 6 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

#### 1.2 SUMMARY

The Canada Revenue Agency (CRA) has a requirement for the supply and delivery of boxes to the National Forms Distribution Centre in Winnipeg. These boxes are required to ship forms and other materials of specific sizes to various destinations.

#### 1.3 GLOSSARY OF CONTRACT TERMS

TERM	DEFINITION
<b>"Canada", "Crown", "Her Majesty" or "the Government"</b>	Refers to Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA).
<b>Contract or This Contract</b>	The Articles of Agreement, the specified general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
<b>CRA</b>	Canada Revenue Agency
<b>Day/Month/Year</b>	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
<b>DDP</b>	Delivered Duty Paid
<b>ECT</b>	Edge Crush Test. This is a strength rating measured in pounds.



TERM	DEFINITION
<b>EDT</b>	Eastern Daylight Time
<b>Environmentally Preferable</b>	Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw materiel acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service
<b>Green Product</b>	<p>A product that is less harmful to the environment throughout its lifecycle than the next best alternative, having characteristics including, but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life;</li> <li>• Biodegradable - will not take a long time to decompose in landfill;</li> <li>• Contains recycled material (post-consumer recycled content preferred);</li> <li>• Minimal packaging (take-back and reuse/recycling by the supplier preferred);</li> <li>• Reusable and/or contains reusable parts;</li> <li>• Contains no or minimal hazardous substances;</li> <li>• Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal;</li> <li>• Produces the minimal amount of hazardous substances during production; use and disposal;</li> <li>• Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or</li> <li>• Durable - has a long economically useful life and/or can be economically repaired or upgraded.</li> </ul>
<b>Project</b>	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
<b>Proposal</b>	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
<b>RFP</b>	Request for Proposal
<b>Solicitation</b>	An act or instance of requesting proposals/bids on specific products and/or services.
<b>SOR</b>	Statement of Requirement
<b>Sustainable Development</b>	An internationally recognized concept that embodies social, economic and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, which are both critically dependent on the protection of air, land, water and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal



TERM	DEFINITION
	quality of life.
<b>Task Authorization</b>	Also considered an "Order"
<b>VOC: Volatile Organic Compounds</b>	A group of common industrial and household chemicals that evaporate or volatilize, when exposed to air. VOCs are used as cleaning and liquefying agents in fuels, degreasers, solvents, polishes, cosmetics, and dry cleaning solutions.

#### 1.4 DEBRIEFINGS

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



## PART 2 BIDDER INSTRUCTIONS

### 2.1 MANDATORY REQUIREMENTS

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

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will not be considered further.

### 2.2 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

#### REVISIONS TO STANDARD INSTRUCTIONS 2003

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

Section 01 titled “Code of Conduct and Certifications – Bid”, is revised as follows:

Subsection 1 is hereby deleted in its entirety and replaced with:

1. Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
  - a. payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
  - b. corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

Subsection 4, delete reference to: (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) and replace with: (Consent to a Criminal Record Verification form).

Section 03 titled “Standard Instructions, Clauses and Conditions”, “Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c.16),” is hereby deleted.

Section 05 titled “Submission of Bids”, paragraph 2 (d) is deleted in its entirety and replaced with the following: “(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.”

Section 06, titled “Late Bids”, reference to “PWGSC” is hereby deleted and replaced with CRA.

Section 07 titled “Delayed Bids”, all references to “PWGSC” are hereby deleted and replaced with “CRA”.



Section 08 titled "Transmission by Facsimile", this section is not applicable to this solicitation and is hereby deleted.

Section 11 titled "Rights of Canada", add the following:

- h) accept, or waive, a non-material error of form in a Bidder's proposal or, where practical to do so, request a Bidder to correct a non-material error of form in the Bidder's proposal provided there is no change in the price quoted;
- i) award more than one contract for the requirement if it is determined that no single proposal satisfies the project objectives; and
- j) retain all proposals submitted in response to this bid solicitation.

Section 12 titled "Rejection of Bid", delete subsections 1(a) and 1(b) in their entirety.

Section 17 titled "Joint Venture" delete in its entirety and replace with the following:

#### 17 Joint Venture

1. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Attachment 4) that they are bidding as a contractual joint venture and shall provide the following information.
  - a) the name of the contractual joint venture;
  - b) the name of each member of the contractual joint venture;
  - c) the Procurement Business Number of each member of the contractual joint venture;
  - d) a certification signed by each member of the joint venture representing and warranting:
    - (i) the name of the joint venture (if applicable);
    - (ii) the members of the joint venture;
    - (iii) the Procurement Business Numbers (PBN) of each member of the joint venture;
    - (iv) the effective date of formation of the joint venture;
    - (v) that the joint venture continues to be in effect as of the date of the bid submission; and
    - (vi) that each member of the joint venture has appointed and granted full authority to the specified member of the joint venture (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award (if the joint venture is awarded a contract), including but not limited to Contract Amendments and Task Authorizations.
  - e) the name of the representative of the joint venture (the "Lead Member"), i.e. the member chosen by the other members to act on their behalf.
2. Notwithstanding that the joint venture members have appointed one of the members of the joint venture to act as the representative of the joint venture, the bid including any certifications to be submitted as part of the bid, as well as any resulting contract must be signed by all the members of the joint venture.
3. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.





4. In the case of a contractual joint venture, no dispute, claim or action for damages, whether based in contract, or in tort, or any other theory of law, howsoever arising from the Request for Proposal, Contract, or any other related or subsequently issued documents including without limitation Task Authorizations, Contract amendments may be commenced, or brought against the CRA, including without limitation any of its officers, employees or agents unless each member of the joint venture is a party to such dispute, claim, or action (as the case may be).
5. The Bidder shall obtain the prior written approval of the Contracting Authority to any change in the membership of a contractual joint venture after bid submission. Any change in the membership of a contractual joint venture after bid submission without the prior written approval of the Contract Authority shall result in elimination of the bid or if such change occurs after contract award shall be deemed to be default under the Contract.

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

### 2.3 SUBMISSION OF PROPOSALS

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

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency

Bid Receiving Unit

Ottawa Technology Centre

Receiving Dock

875 Heron Road

Room D-95

Ottawa, ON

K1A 1A2

Telephone No: (613) 941-1618

Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding Statutory Holidays.

**ELECTRONIC BIDS WILL NOT BE ACCEPTED.** Due to the nature of this solicitation, electronic transmissions of a proposal by such means as electronic mail or facsimile is not considered to be practical and therefore will not be accepted.



## 2.4 COMMUNICATIONS - SOLICITATION PERIOD

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the solicitation must be directed only to the Contracting Authority identified in the solicitation. Failure to comply with the request may result in the bid being declared non-responsive.

Bidders should reference as accurately as possible the numbered item of the 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 to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

All enquiries regarding the RFP must be submitted in writing to the Contracting Authority named below as early as possible within the solicitation period to allow sufficient time to provide a response. The following schedule applies to this RFP:

RFP 1000314359A released:	November 27 <sup>th</sup> , 2014
First deadline for questions on RFP: (at Noon EST)	December 15 <sup>th</sup> , 2014
RFP Amendment (Q&A) released (estimated)	December 22 <sup>nd</sup> , 2014
RFP closing date:	January 6 <sup>th</sup> , 2015

To ensure consistency and quality of information provided to suppliers, the Contracting Authority will simultaneously distribute any information with respect to significant inquiries received and the replies to such inquiries, without revealing the sources of the inquiries, by way of a formal RFP Amendment.

Meetings will not be held with individual Bidders prior to the closing date and time of this RFP.

## 2.5 CONTRACTING AUTHORITY

The Contracting Authority is:

Name: Katherine Hutton

Telephone Number: (613) 941-5146

Fax Number: (613) 957-6655

E-mail address: [katherine.hutton@cra-arc.gc.ca](mailto:katherine.hutton@cra-arc.gc.ca)

## 2.6 AMENDMENTS TO BIDDER'S PROPOSAL

Notwithstanding the Rights of Canada, amendments to the Bidder's proposal will not be accepted after the RFP closing date and time.



## **2.7 APPLICABLE LAWS**

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

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



### PART 3 PROPOSAL PREPARATION INSTRUCTIONS

CRA requests that Bidders provide their bid in separately bound sections as follows:

#### Section I Technical Proposal

The technical proposal should demonstrate the Bidder's understanding of the requirements of the Statement of Requirement and explain how they will meet the mandatory detailed in Attachment 1.

The technical proposal should address clearly and in sufficient depth the items that are subject to the evaluation criteria. Simply repeating the statement contained in the solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that the Bidders address and present topics in the same order as the evaluation criteria, and under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### Section II Financial Proposal

The Bidder shall provide prices for the cardboard boxes requested in the Statement of Requirement, using the format outlined in Attachment 2: Financial Proposal. The total amount of the Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Prices must appear in the financial proposal only. Pricing information must not be indicated in any other section of the proposal.

#### Section III Certifications

Bidders must provide the required certifications in order to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Please refer to Part 5 "Certifications" of this document for more details.

### 3.1 NUMBER OF COPIES

The Bidder is requested to submit the following number of printed and soft copies of the separately bound sections as follows:

SECTION	MASTER	NUMBER OF PRINTED COPIES	NUMBER OF SOFT COPIES CD-ROM, DVD or USB Stick
Technical Proposal	1	3	0
Financial Proposal	1	0	0
Certifications	1	3	0
Supporting Information	1	0	0



### 3.2 BID FORMAT

CRA requests that the Bidder follow the format instructions described below in the preparation of their bid:

- Use recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- Use 8.5 inch x 11 inch (or equivalent metric dimensions) bond paper and avoid the use of colour and glossy formats
- Use a numbering system corresponding to that of the RFP and Statement Requirement. All references to descriptive material, technical manuals and brochures should be included in the Bidder's proposal.

#### **Sustainable Development**

CRA Materiel Management policy requires that contracting be conducted in a manner that will ensure the pre-eminence of operational requirements and comply with international trade agreements. It also requires that contracting support national CRA objectives, such as protection of the environment.

In support of the CRA Sustainable Development (SD) Strategy, the Agency is committed to:

- Carrying out its mandate in a manner consistent with the principles of sustainable development (SD) and to promote SD opportunities and obligations with respect to economic growth, social well-being, and a healthy environment. Opportunities and cooperative efforts related to SD will be supported and encouraged throughout the contract period; and
- The purchase of green products and services that are of equal or better performance and quality where available and cost effective.

It is the policy of the CRA to:

- Demonstrate leadership and commitment to SD; and raise the level of management and employee involvement and support for SD;
- Communicate our SD commitment and be accountable to the public;
- Assess the economic, social, and environmental effects of our programs, policies and plans leading to integrated and informed decision-making; and leverage sustainable development to enable efficient and innovative program delivery;
- Monitor, measure, and report on our SD progress;
- Enhance partnerships with clients and partners to support shared responsibility and cooperation for SD objectives; and
- Reduce waste, ensure efficient use of resources, and comply with environmental legislation resulting in environmental stewardship.



### **3.3 PRIORITY OF DOCUMENTS FOR REQUEST FOR PROPOSAL**

The documents listed below form part of and are incorporated into this Request for Proposal.

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) This Request for Proposal and Attachments 1-4, and any amendments; excluding Part 6 Model Contract and Annexes A to D;
- b) Standard Instructions 2003 (2013-06-01) Goods or Services – Competitive Requirements as amended in section 2.2 of this RFP;
- c) Part 6 – Model Contract;
- d) General Conditions 2030 (2013-06-27) Higher Complexity – Goods, as amended in the Model Contract in Part 6 of the RFP;
- e) Annex A – Statement of Requirement and any attachments;
- f) Annex B – Basis of Payment;



## **PART 4 EVALUATION AND SELECTION**

### **4.1 GENERAL**

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

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

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

Canada will evaluate the bid only on the documentation provided as part of the bid. References in a bid to additional information not submitted with the bid, such as website addresses where additional information can be found or technical manuals or brochures not submitted with the bid will not be considered in the evaluation of the bid.

### **4.2 STEPS IN THE EVALUATION PROCESS**

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

Notwithstanding Steps 1 and 2 below, in order to expedite the evaluation process, CRA reserves the right to conduct Step 3 - Evaluation of Financial Proposals concurrently with Steps 1 and 2. Should CRA elect to conduct Step 3 prior to the completion of Step 2, the information in the Financial Proposal will not be disclosed to the team evaluating the mandatory and rated sections until the completion of Steps 1 and 2. However, if the Contracting Authority is able to ascertain that a proposal is non-responsive by virtue of incomplete information or an error in the financial proposal, the Contracting Authority will advise the team evaluating the mandatory and rated sections that the proposal is not compliant and should no longer be considered. The concurrent evaluation of the financial proposal does not in any way construe compliance in Steps 1 and 2 despite the statement "All bids meeting the minimum thresholds in Step 2 will proceed to Step 3".

Please note that all numbers and figures used in the Point-Rated and Financial Evaluation will be rounded to **two** decimal places.

#### **STEP 1 – EVALUATION AGAINST MANDATORY CRITERIA**

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



## **STEP 2 – EVALUATION AGAINST POINT-RATED CRITERIA**

Point-rated criteria do not apply to this requirement.

## **STEP 3 – EVALUATION OF FINANCIAL PROPOSALS**

Only technically compliant bids meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Prices submitted will be evaluated to determine the bid evaluation price as defined in Attachment 2: “Financial Proposal”.

Should there be an error in the extended pricing of the bid, the unit pricing and rates shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in quantities of the bid shall be changed to reflect the quantities stated in the RFP.

Should the Bidder not provide a price (for example: the space is left blank or the letters N/A or the words “no charge” or “included”) for one or more items in Attachment 2: Financial Proposal, the following steps will be taken:

The CRA Contracting Authority will notify the Bidder of any omission(s) in its financial proposal and provide the opportunity to withdraw its bid, or agree to the following:

- If the Bidder does not wish to withdraw its bid, CRA will insert a price of \$0.00 for evaluation purposes for all cells in which financial information is omitted. The price of \$0.00 would also be reflected in any resulting contract and the Bidder would be obliged to honour those prices for the period of the contract.
- The Bidder must advise the Contracting Authority of its decision to withdraw the bid or agree to the process described above in writing, within two (2) business days of notification. If the Bidder does not respond within the two (2) business days, CRA will render the bid non-responsive and the bid will receive no further consideration.

## **STEP 4 – BASIS OF SELECTION**

### **BASIS OF SELECTION - MANDATORY CRITERIA ONLY**

A bid must comply with the requirements of the solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

## **STEP 5 – CONTRACTOR SELECTION**

The Bidder with the highest ranked responsive bid will be considered the successful Bidder.





**STEP 6 – CONDITIONS PRECEDENT TO CONTRACT AWARD**

The Bidder recommended for award of a Contract must meet the requirements provided in Part 5 “Certifications”.

**STEP 7 – CONTRACT ENTRY**

The Bidder with the highest ranked responsive bid and meeting all the requirements listed above 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.

The Bidder must submit the original of the completed Attachment 3: "Certifications required to be submitted at time of bid closing" along with its bid, by the bid closing date.

When notified by the Contracting Authority, the Bidder shall submit the original of the completed Attachment 4: "Certifications required to be submitted prior to contract award" at the time and date specified by the Contracting Authority. However, at their discretion, Bidders may submit these certifications with their proposal.

The Bidder should contact the Contracting Authority if they require further clarification on any certification.

### **Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.



## **PART 6 MODEL CONTRACT**

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

### **6.1 AGENCY RESTRUCTURING**

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

### **6.2 REQUIREMENT**

The Contractor must perform the Work in accordance with the Statement of Requirement (SOR) at Annex A.

### **6.3 PERIOD OF CONTRACT**

The period of the Contract is for one (1) year, from the date of Contract award to \_\_\_\_\_ inclusive (fill in end date of the period).

### **6.4 OPTIONS**

#### **6.4.1 OPTION TO EXTEND THE CONTRACT**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2) additional one year period(s)** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### **6.4.2 OPTION TO PURCHASE ADDITIONAL QUANTITIES**

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

The Contracting Authority may exercise an option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **6.5 SECURITY REQUIREMENTS**

No security requirement for this Contract.



## 6.6 AUTHORITIES

### 6.6.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Name: Katherine Hutton

Telephone Number: (613) 941-5146

Fax Number: (613) 957-6655

E-mail address: [katherine.hutton@cra-arc.gc.ca](mailto:katherine.hutton@cra-arc.gc.ca)

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

### 6.6.2 PROJECT AUTHORITY

The Project Authority is the representative of the CRA 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.

All work carried out under this Contract is to be performed to the satisfaction of the Project Authority or a designated representative in accordance with the terms and conditions of this Contract. Should the work or any portions thereof not be satisfactory, the Project Authority reserve the right to reject it, in part or in its entirety, and to require its correction before recommending payment.

The Project Authority will be responsible for:

- arranging for access to Crown facilities and equipment;
- review and inspection of all invoices submitted;
- inspection and acceptance of all work performed as detailed in this contract;
- defining any proposed changes to the scope of work.

*To be completed at the time of Contract award.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



### 6.6.3 CONTRACTOR'S REPRESENTATIVE

*To be completed at the time of Contract award.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

### 6.7 WORK AUTHORIZATION PROCESS

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

For the option Periods, The CRA will authorize the Work with the Contractor, at the CRA's discretion, by the following:

- Submitting a Task Authorization form, signed by the Contracting Authority and sent to the Contractor via facsimile or email.

### 6.8 TASK AUTHORIZATION PROCESS

When using the Additional Quantities option, CRA will submit orders to the Contractor using a Task Authorization process. The CRA will issue a Task Authorization, as applicable, in accordance with the requirements contained herein. Each Task Authorization will contain the following information:

- a. the details of the goods to be delivered and the services to be performed within the scope of the contract;
- b. an estimate of the cost;
- c. the required delivery date; and
- d. the delivery location.

CRA shall send a signed copy of the Task Authorization to the Contractor via e-mail or fax. The Contractor shall review the Task Authorization and within twenty-four (24) hours return a signed copy of the Task Authorization to CRA. In the event that the Task Authorization was placed after 5:00 p.m. local time, it will be deemed to have been submitted as of 9:00 a.m. the next working day, and the Contractor will be required to return a signed copy of the Task Authorization by 9:00 a.m. the following working day.

The Contractor shall not commence Work until an approved Task Authorization that includes all the required signatures has been received from CRA. The Contractor acknowledges that any and all Work performed in the absence of the aforementioned approved Task Authorization will be done at the Contractor's own risk, and the Crown shall not be liable for payment therefore, unless or until an approved Task Authorization is provided by CRA.

All Work carried out under the Task Authorization is to be performed to the satisfaction of the CRA, in accordance with the terms and conditions of the Contract and Task Authorization.



The Contractor agrees to provide to the CRA, upon request, any information and estimates that may be required to prepare the Task Authorization.

## 6.9 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)

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

## 6.10 GENERAL CONDITIONS

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Section 01 titled "Interpretation" the definition of "Canada", "Crown", "Her Majesty" or "the Government" is hereby amended to read: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Canada Revenue Agency (CRA) ".

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

Section 18 titled "Payment Period" will not apply to payments made by credit cards

Section 19 titled "Interest on Overdue Accounts" – Interest on Overdue Accounts will not apply to payments made by credit cards.

Section 22 titled "Warranty", subsection (4) is hereby deleted and replaced with:

The Contractor must pay the transportation costs associated with returning any Work or part thereof to the Contractor's plant pursuant to subsection (3) as well as the transportation costs associated with forwarding the replacement or returning the Work or part thereof when rectified to the delivery point required to transport the Work or part thereof to another location directed by the CRA Purchaser.

Section 23 titled "Confidentiality",

- Subsection 5 is hereby amended to delete:

Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).

- Subsection 6 is hereby amended to delete:

"PWGSC *Industrial Security Manual* and its supplements", and insert: "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 23 remains unchanged.

Section 43 titled "Code of Conduct and Certifications - Contract", subsection 1 is hereby deleted in its entirety and replaced with:

The Contractor must comply with the terms set out in this section.



## 6.11 PACKAGING AND SHIPPING

The Contractor must deliver goods to the delivery destination specified on the order. All items supplied shall remain the responsibility of the Contractor until delivered and installed. Packaging and shipping shall be in accordance with industry standards in order to ensure safe arrival at destination.

It is the Agency's objective to promote sustainable development initiatives by purchasing environmentally preferable products, where possible, as well as encouraging vendors to use best practices in packaging and delivery to reduce environmental impacts.

All packaging material is to be removed from the site by the Contractor for reuse, recycling, or be disposed of in an environmentally preferable manner.

## 6.12 DELIVERY

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

## 6.13 BASIS OF PAYMENT

The Basis of Payment will be reflected in the final award document.

## 6.14 LIMITATION OF EXPENDITURE

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ *(to be inserted at contract award)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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:
  - 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.
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. Provision of such information by the Contractor does not increase Canada's liability.



## 6.15 METHOD OF PAYMENT

At Canada's discretion, the Contractor will be paid using direct deposit. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend this Contract if the payment method is changed.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto, to one of the other two payment methods stated above.

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

### 6.15.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (**2013-06-27**) forming part of this Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-fill-09e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (**2013-06-27**) forming part of this Contract will not apply, until the Contractor corrects the matter.

## 6.16 TAXES – FOREIGN BASED CONTRACTOR TAXES

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.





## 6.17 INVOICING INSTRUCTIONS

In those instances where the method of payment is by Direct Deposit, the Contractor must submit an invoice that adheres to the following:

1. 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.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the Project Authority of the Contract, identified under the section entitled "Authorities", for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - c) CRA, at its sole discretion, may request the invoices be submitted in electronic pdf format and emailed to both the Project Authority and Contracting Authority.
3. One (1) copy must be forwarded to the consignee (i.e. the person to whom goods are shipped).

## 6.18 CERTIFICATIONS

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 period of the contract. 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, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 6.19 JOINT VENTURE

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

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

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

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

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



joint venture shall be deemed to be payment to the joint venture and shall act as a release from all the members of the joint venture.

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

## 6.20 APPLICABLE LAWS

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

## 6.21 PRIORITY OF DOCUMENTS

If there is any conflict or inconsistency between the wording of any documents that appear on the list, the wording of the document that first appears on the list shall take precedence over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement;
- b) The General Conditions 2030 (2013-06-27), General Conditions - Higher Complexity - Goods;
- c) Annex A: Statement of Requirements and Attachments;
- d) Annex B: Basis of Payment;
- e) The Request for Proposal No.1000314359A dated *(insert date)* including any amendments thereto;
- f) The Contractor's proposal dated *(insert date of bid)*, *(If the bid was clarified, insert) as clarified on \_\_\_\_\_(and insert date(s) of clarification(s)).*

## 6.22 INSURANCE REQUIREMENTS

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## 6.23 ALTERNATIVE DISPUTE RESOLUTION

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

The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to this contract or any breach thereof. If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. The mediator will be chosen from a roster of qualified mediators maintained by the Canada Revenue Agency. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled with a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to



the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.

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

#### **6.24 ANNEXES**

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

ANNEX A: STATEMENT OF REQUIREMENT

ANNEX B: BASIS OF PAYMENT (to be completed at time of Contract Award)



## **ATTACHMENT 1: MANDATORY CRITERIA**

### **1. EVALUATION PROCEDURES**

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. Bids failing to adequately respond to ALL mandatory requirements will be considered non-responsive and will be given no further consideration.

### **2. MANDATORY TECHNICAL CRITERIA**

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met, and it is preferred that the Bidder fill out this chart to indicate where in its bid the information is to be found. Proposals that fail to meet all mandatory requirements will be given no further consideration.



Column A  Item	Column B  Mandatory Requirement	Column C  BIDDER USE ONLY  Page Reference
	<b>AT THE TIME OF BID CLOSING, THE FOLLOWING CRITERIA MUST BE MET:</b>	
<b>M1.</b>	<b>PRODUCT SPECIFICATIONS</b>	
<b>M1.1</b>	<p>The Bidder must submit one (1) sample of each size of box requested, along with their bid submission. Each box should be labelled to indicate the size dimensions they are intended to meet.</p> <p>These samples, along with product literature the Bidder may submit as needed (including, but not limited to, pictures, drawings, pamphlets, and specification guides), will determine compliance with the following product specifications:</p> <p>The proposed cardboard boxes must meet the interior size dimensions specified under Section 3.0 of Annex A: Statement of Requirement, along with all other product specifications, including the following:</p> <ul style="list-style-type: none"> <li>• The cardboard boxes must consist of a single wall C flute.</li> <li>• The flaps on the long edge of the boxes must meet when folded down, the short edge flaps must not overlap, and the gap between flaps must be 3/8 of an inch or less, both before and after being packed.</li> </ul> <p>The samples must be delivered with the bid submission to the Bid Receiving Unit in accordance with clause 1.10 SUBMISSION OF PROPOSALS.</p>	



Column A  Item	Column B  Mandatory Requirement	Column C  BIDDER USE ONLY  Page Reference
M1.2	<p>The boxes must contain a minimum of 25% recycled paper. To demonstrate this, the Bidder must provide one of the following:</p> <p>A copy of their Environmental Policy or Environmental Management Strategy, which states the amount of recycled materials contained in the boxes they manufacture.</p> <p style="text-align: center;">- OR -</p> <p>CRA will accept a copy of a third party certification (i.e. Environmental Choice Program (ECP) or equivalent) to demonstrate this requirement.</p>	
M1.3	<p>The Bidder must be able to accommodate minor adjustments to the box dimensions specified in the Statement of Requirement, up to 1" (in 1/8<sup>th</sup> inch increments) in the length, height or depth of the boxes, within 30 days of the request.</p> <p>To demonstrate that the Bidder can meet this requirement, they must provide a description of how their business or manufacturing approach will allow adjustments within this timeframe.</p>	
M1.4	<p>The Bidder must provide cardboard boxes that will not tear or split during or after the packing process, as outlined in subsection 3.5 of Annex A: Statement of Requirement.</p> <p>To demonstrate that the Bidder can meet this requirement, they must provide one (1) cardboard box along with their bid submission. The box must have been assembled through the <u>full manufacturing process</u>. The box should be a dimension of 10" L X 6" W X 4" D or larger, with an Edge Crush Test (ECT) of 26 or higher, and <b>must be labelled "Final Product"</b> for identification purposes.</p>	



Column A  Item	Column B  Mandatory Requirement	Column C  BIDDER USE ONLY  Page Reference
<b>M2.</b>	<b>Certifications</b>  The bidder must complete and sign Attachment 3, titled "Certifications required to be submitted at time of bid closing".	
<b>M3.</b>	<b>Financial Proposal</b>  The bidder must provide a financial proposal in accordance with Section II of Part 3, titled "Proposal Preparation Instructions".	



## ATTACHMENT 2: FINANCIAL PROPOSAL

### 1.1 FINANCIAL PROPOSAL

The Bidder should submit their financial bid in accordance with the attached Basis of Payment in Annex B. The prices specified, when quoted by the Bidder, include all of the requirements defined in the Statement of Requirement in Annex A.

Bidders must quote prices in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (201 Weston Street, Winnipeg MB), for the supply and delivery of the deliverables outlined in Annex A “Statement of Requirement” for the initial Contract period and Option periods.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (201 Weston Street, Winnipeg MB) Incoterms 2010 for shipments from a commercial supplier.

The Bidder will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

**TABLE 1**

Product Description	Quantity (Firm)	Firm Unit Price	Extended Total Unit Price
<b>Initial Contract Period</b>			
<b>Boxes</b>			
1. 12" Length (L) X 9.5" Width (W) X 4" Depth (D) - 32 Edge Crush Test (ECT), single wall C flute cardboard boxes	3,000	\$X.XX	\$XXX.XX
2. 12" L X 9.5" W X 6" D - 26 ECT, single wall C flute cardboard boxes	4,000	\$X.XX	\$XXX.XX
3. 11.5" L X 9" W X 8" D – 32 ECT, single wall C flute cardboard boxes	1,500	\$X.XX	\$XXX.XX
4. 14.125" L X 9" W X 4" D - 32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
5. 11.25" L X 8.75" W X 10" D -32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
		<b>TOTAL COST FOR FIRM REQUIREMENT</b> (sum of items 1-5)	<b>\$XXXXX.XX</b>





**TABLE 2**

<i>Product Description</i>	<i>Quantity (Estimated)</i>	<i>Firm Unit Price</i>	<i>Extended Total Unit Price</i>
<b>OPTION YEAR 1</b>			
<b>Boxes</b>			
1. 12" Length (L) X 9.5" Width (W) X 4" Depth (D) - 32 Edge Crush Test (ECT), single wall C flute cardboard boxes	6,000	\$X.XX	\$XXX.XX
2. 12" L X 9.5" W X 6" D - 26 ECT, single wall C flute cardboard boxes	4,000	\$X.XX	\$XXX.XX
3. 11.5" L X 9" W X 8" D - 32 ECT, single wall C flute cardboard boxes	1,500	\$X.XX	\$XXX.XX
4. 14.125" L X 9" W X 4" D - 32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
5. 11.25" L X 8.75" W X 10" D -32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
		<b>TOTAL COST FOR OPTION YEAR 1</b> <b>(sum of items 1-5)</b>	<b>\$XXXXX.XX</b>



**TABLE 3**

<b>OPTION YEAR 2</b>			
<b>Boxes</b>			
1. 12" Length (L) X 9.5" Width (W) X 4" Depth (D) - 32 Edge Crush Test (ECT), single wall C flute cardboard boxes	6,000	\$X.XX	\$XXX.XX
2. 12" L X 9.5" W X 6" D - 26 ECT, single wall C flute cardboard boxes	4,000	\$X.XX	\$XXX.XX
3. 11.5" L X 9" W X 8" D – 32 ECT, single wall C flute cardboard boxes	1,500	\$X.XX	\$XXX.XX
4. 14.125" L X 9" W X 4" D - 32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
5. 11.25" L X 8.75" W X 10" D -32 ECT, single wall C flute cardboard boxes	1,000	\$X.XX	\$XXX.XX
		<b>TOTAL COST FOR OPTION YEAR 2</b> (sum of items 1-5)	<b>\$XXXXX.XX</b>

**BID EVALUATION PRICE = TABLE 1 + TABLE 2 + TABLE 3 = TOTAL BID PRICE**

**For evaluation purposes, the prices shall be weighted as follows:**

**Table 1 - 35.00%, Table 2 - 0.00%, Table 3 - 0.00%**

**ALL PAYMENTS ARE SUBJECT TO GOVERNMENT AUDIT.**



## ATTACHMENT 3: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING

Bidders must submit the following duly completed certifications as part of their bid at bid closing. The Bidder should ensure they review and understand the certifications below. The Bidder should contact the Contracting Authority if they require further clarification on these certifications.

Please ensure all the required signatures are provided at bid closing, as indicated below.

### 3.1 TERMS AND CONDITIONS

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Requirement (SOR). Any modifications, deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOR document will render the bid non-responsive.

### 3.2 CERTIFICATION STATEMENT

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 and/or attached hereto, the goods and/or services listed herein and on any attached sheets at the price(s) set out therefor.

The Bidder, by signing below, hereby certifies that it has read the solicitation and is in compliance with the above noted certifications, that all statements made in its proposal are accurate and factual, that it is aware that CRA reserves the right to verify all information provided in this regard, and that untrue statements may result in the proposal being declared non-responsive or in other action being taken which CRA deems appropriate.

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_  
(Title of duly authorized representative of business)

Place: \_\_\_\_\_

For: \_\_\_\_\_  
(Name of Business)



**3.3 CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**Canada Revenue Agency**

(Corporate Name of Recipient of this Submission)

for:

**Cardboard Boxes for Forms**

(Name of Project and Solicitation Number)

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

**Canada Revenue Agency**

(Name of Tendering Authority)

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

I certify, on behalf of:

\_\_\_\_\_  
(Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - (a) has been requested to submit a bid in response to this call for bids;
  - (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. The Bidder discloses that (check one of the following, as applicable):
  - (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;



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

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

(a) prices;

(b) methods, factors or formulas used to calculate prices;

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

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

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

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

\_\_\_\_\_  
(Printed Name and Signature of Authorized Agent of Bidder)

\_\_\_\_\_  
(Position Title)

\_\_\_\_\_  
(Date)

### 3.4 JOINT VENTURE CERTIFICATION

**NOTE TO BIDDER: Complete this certification if a joint venture if being proposed otherwise check the box below.**

This certification is not applicable.

The Bidder represents and warrants the following:

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

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



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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

(e) The effective date of formation of the joint venture is: \_\_\_\_\_

(f) Each member of the joint venture has appointed and granted full authority to \_\_\_\_\_ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award, including but not limited to Contract Amendments and Task Authorizations.

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

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

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

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

**Signature of an authorized representative of each member of the joint venture (the Bidder is to add signatory lines as necessary):**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Individual (Please Print)

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Individual (Please Print)

\_\_\_\_\_  
Name of Business Entity

\_\_\_\_\_  
Date



## ANNEX A: STATEMENT OF REQUIREMENT

### 1.0 TITLE: CARDBOARD BOXES

### 2.0 BACKGROUND

The Canada Revenue Agency has a requirement for the supply and delivery of boxes to the National Forms Distribution Centre in Winnipeg. These boxes are required to ship forms and other materials of specific sizes to various destinations.

### 3.0 PRODUCT SPECIFICATIONS

3.1 The Contractor is required to provide the following box dimensions and features, and the quantities provided apply to the initial Contract Period only:

- 12" Length (L) X 9.5" Width (W) X 4" Depth (D) 32 Edge Crush Test (ECT) single wall C flute cardboard boxes.  
Quantity: 3,000
- 12" L X 9.5" W X 6" D 26 ECT single wall C flute cardboard boxes.  
Quantity: 4,000
- 11.5" L X 9" W X 8" D 32 ECT single wall C flute cardboard boxes.  
Quantity: 1,500
- 14.125" L X 9" W X 4" D 32 ECT single wall C flute cardboard boxes.  
Quantity: 1,000
- 11.25" L X 8.75" W X 10" D 32 ECT single wall C flute cardboard boxes. Quantity: 1,000

Note: ECT refers to the Edge Crush Test rating expressed in pounds.

Note: The length, width and depth dimensions are all interior box dimensions (i.e. the dimensions of the space within the box). These dimensions must be exact, as there cannot be any space between the interior of the box and the forms. This is required to prevent shifting of the product during transit, which could cause damage to the forms.

3.2 An adjustment could be requested when the dimensions of the forms being shipped are revised. The Contractor must be able to accommodate minor adjustments to the dimensions specified of up to 1" (in 1/8<sup>th</sup> inch increments) in the length, height or depth of the boxes, upon request. Should a change be requested, CRA would require boxes with the new dimensions within 30 calendar days or the date of the next scheduled shipment, whichever is greater.

3.3 All boxes must contain a minimum of 25% recyclable material.

3.4 The box design must be a "Regular Slotted Container" (RSC) design.

3.5 The flaps on the long edge of the boxes must meet when folded down, the short edge flaps must not overlap, and the gap between flaps must be 3/8 of an inch or less, both before and after being packed.



3.6 When the forms are being inserted into the box as part of the packing process, the flaps are first opened outwards by hand to approximately a 90 degree angle from the box, to allow for easier access to the interior. The flaps are then folded inwardly to seal the box once the forms are in place. The box must not tear or split during or after this packing process.

3.7 The boxes will be shipped through either Canada Post or by courier, and must not tear or split with regular handling during the shipping process.

4.0 TASKS

- The Contractor must supply, package and deliver the boxes ordered.
- Any shipments in excess of 100 lbs must be shipped using standard 40" by 48" wooden warehousing skids and the skids must be shrink-wrapped prior to delivery. The total packaged skid height, including pallet, must not exceed 58".
- If the supplier requires a replacement skid for any that are left behind, CRA will be able to provide replacements upon request.

5.0 DELIVERABLES

The Contractor must deliver the following goods by the date and at the location specified:

Description of the Goods, Items or Component	Delivery Date for Initial Contract Period	Delivery Location
<ul style="list-style-type: none"> <li>• 12" X 9.5" X 4" 32 cardboard boxes. Quantity: 3,000</li> <li>• 12" X 9.5" X 6" 26 cardboard boxes. Quantity: 4,000</li> <li>• 11.5" X 9" X 8" 32 cardboard boxes. Quantity: 1,500</li> <li>• 14.125" X 9" X 4" 32 cardboard boxes. Quantity: 1,000</li> <li>• 11.25" X 8.75" X 10" 32 ECT cardboard boxes. Quantity: 1000</li> </ul>	<p><b>Initial Shipment – Due no later than February 9<sup>th</sup>, 2015</b></p>	<p>201 Weston Street, Winnipeg MB R3E 3H4</p>





## **6.0 OPTION TO PURCHASE ADDITIONAL QUANTITIES**

CRA reserves the right to purchase up to the same quantity as the initial Contract Period per year, over the next two (2) years, but is not obligated to purchase these quantities.

The Contractor must deliver any boxes ordered within ten (10) business days.

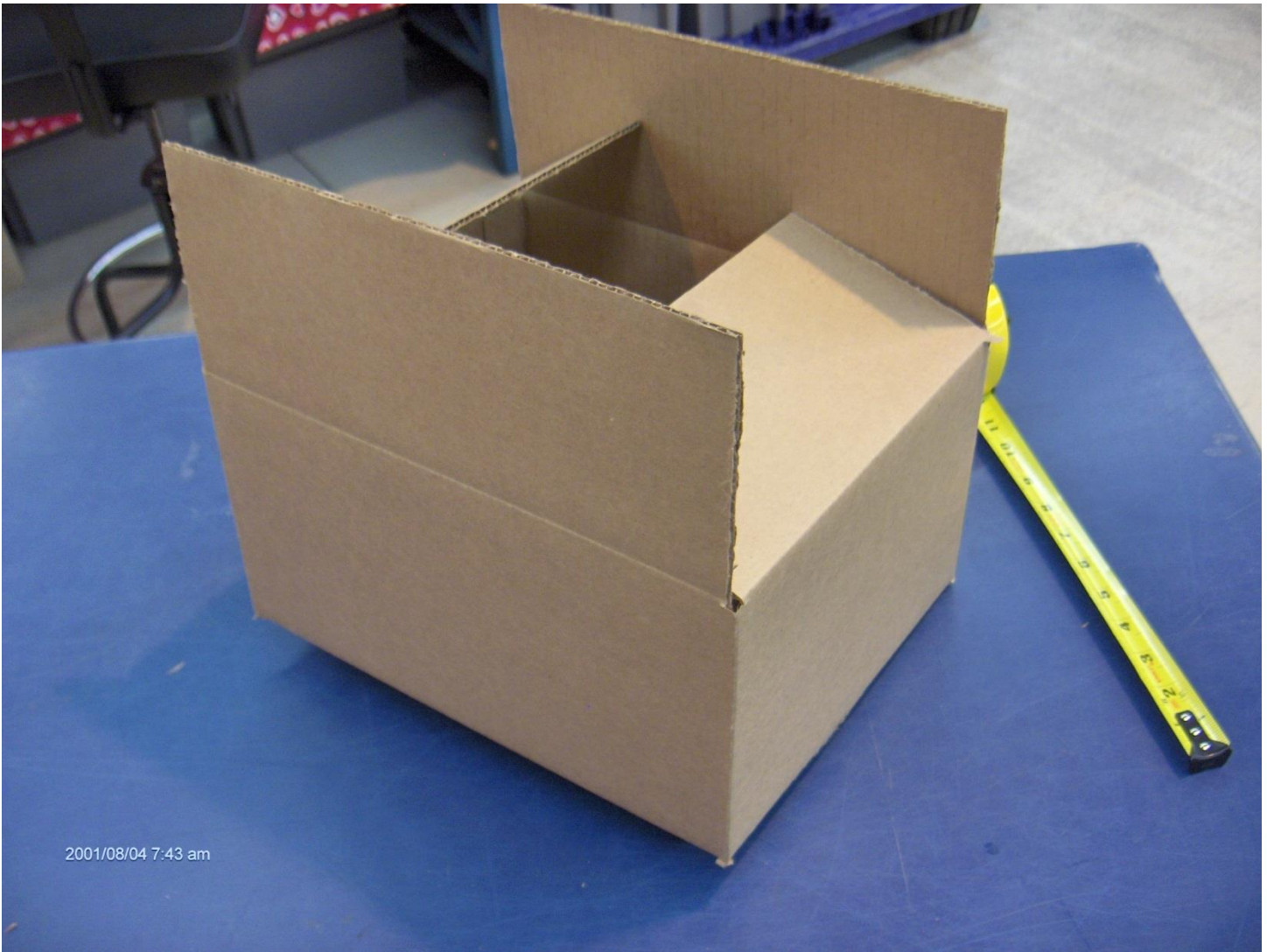
The frequency of orders is anticipated to be twice per year; however the specific quantities and timing of orders will vary. The CRA shall not be bound to accept delivery of the commodity according to a specified timetable, but shall have the right to place orders as required.

## **7.0 IMAGES**

For reference purposes, included here are images of two of the five box sizes that are ordered the most frequently, (pictures are of the boxes both folded and flat). The other sizes are similar in appearance.



**Item 1 – 12 x 9.5 x 6 box - folded**





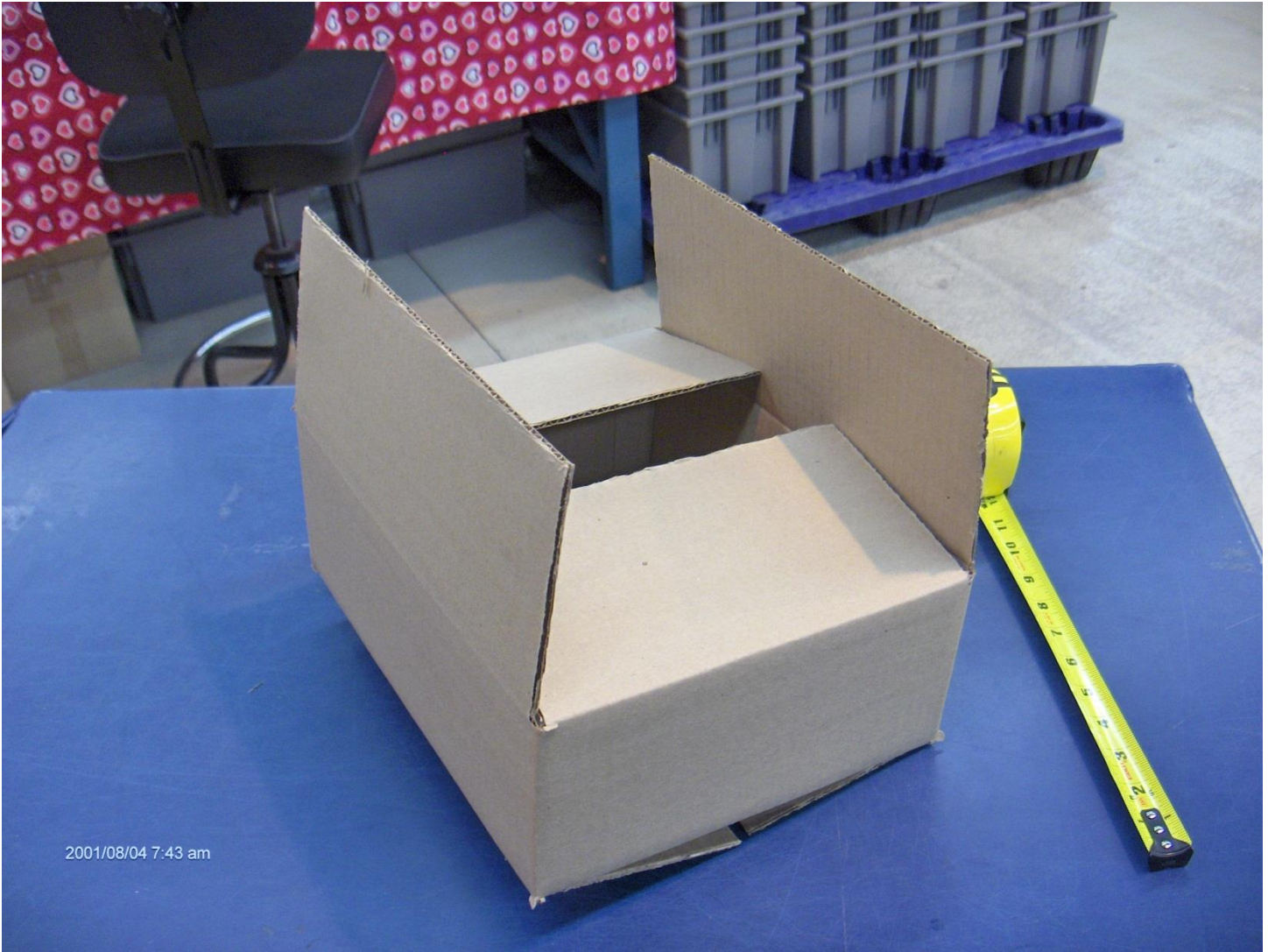
Item 2 – 12 x 9.5 x 6 box – flat







**Item 3 – 12 x 9.5 x 4 box – folded**





Item 4 – 12 x 9.5 x 4 box – flat



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## **ANNEX B: BASIS OF PAYMENT**

**NOTE TO BIDDERS: TABLES TO BE COMPLETED AT TIME OF AWARD BASED ON THE SUCCESSFUL BIDDER'S PROPOSAL.**