

**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

<b>Title – Sujet</b>  Cardboard Boxes for Forms	
<b>Solicitation No. – No de l'invitation</b> 1000314359A	<b>Date</b> December 19th, 2014
<b>Solicitation closes – L'invitation prend fin</b>  <b>On – le: January 6th, 2015</b> <b>At – À: 2:00 P.M.</b>  Time zone – Fuseau horaire: Eastern Standard Time (EDT)	
<b>Contracting Authority – Autorité contractante</b>  Kathy Hutton  <b>Address</b> <b>E-mail address</b> See herein / Voir dans ce document	
<b>Telephone No. – No de téléphone</b> (613) 941-5146	
<b>Fax No. – No de télécopieur</b> (613) 957-6655	
<b>Destination - Destination</b>  See herein / Voir dans ce document	
<p style="text-align: center;"><b>THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT.</b></p> <p style="text-align: center;"><b>LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.</b></p>	

**Return Bids to: - Retourner les soumissions 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 or attached hereto, the goods, services, and construction 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, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Bidder's Name and Address -  
Raison sociale et adresse du Fournisseur/de  
l'entrepreneur**

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

**Telephone No. – No de téléphone**

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

**Fax No. – No de télécopieur**

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

**This document consists of:**

**A. Amendments to the Request for Proposal**

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**A. Amendments to the Request for Proposal**

**Amend #1.** In **PART 2 BIDDER INSTRUCTIONS**, under section **2.2 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS**, located on pages 7-9 of 46:

**DELETE** in it's entirety.

**INSERT** the following:

**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 (**2014-03-01**) Standard Instructions - Goods or Services – Competitive Requirements as revised herein, are incorporated by reference into and form part of the solicitation.

Section 01 titled “Integrity Provisions– 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 02 titled "Procurement Business Number", is hereby deleted in its entirety and replaced with:

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>.

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 05 titled "Submission of Bids" paragraph 4, delete sixty (60) days and replace with one hundred and twenty (120) days.

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 Business Numbers (BN) 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 Contracting 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.

**Amend #2** In **PART 3 PROPOSAL PREPARATION INSTRUCTIONS**, under section **3.3 PRIORITY OF DOCUMENTS FOR REQUEST FOR PROPOSAL**, located on page 14 of 46:

**DELETE the following:**

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 1-3, and any amendments; excluding Part 6 Model Contract and Annexes A to C;
- 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)**, General Conditions - 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
- g) Annex C – Security Requirements Check List (SCRL);

**INSERT the following:**

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 1-3, and any amendments; excluding Part 6 Model Contract and Annexes A to C;
- b) Standard Instructions 2003, **(2014-03-01)** Goods or Services – Competitive Requirements as amended in section 2.2 of this RFP;
- c) Part 6 – Model Contract;
- d) General Conditions 2030 **(2014-03-01)**, General Conditions - 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
- g) Annex C – Security Requirements Check List (SCRL);

**Amend #3** In **PART 6 MODEL CONTRACT**, under section **6.9 STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC)**, subsection **6.10 GENERAL CONDITIONS**, located on page 22 of 46:

**DELETE in its entirety.**

**INSERT the following:**

2030 **(2014-03-01)**, 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 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 "Integrity Provisions- Contract", subsection 1 is hereby deleted in its entirety and replaced with:

1. The Contractor must also comply with the terms set out in these Integrity Provisions

**Amend #4** In **PART 6 MODEL CONTRACT**, under section **6.15 METHOD OF PAYMENT**, subsection 6.15.1 **PAYMENT BY DIRECT DEPOSIT**, located on page 24 of 46:

**DELETE in it's entirety.**

**INSERT the following:**

#### **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 (**2014-03-01**) forming part of this Contract 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/rc231-14e.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 (**2014-03-01**) forming part of this Contract forming part of this Contract will not apply, until the Contractor corrects the matter.

**Amend #5** In **PART 6 MODEL CONTRACT**, under section **6.21 PRIORITY OF DOCUMENTS**, under part b) on page 26 of 46:

**DELETE the following:**

- b) The General Conditions 2030 (**2013-06-27**), General Conditions - Higher Complexity – Goods;

**INSERT the following:**

- b) The General Conditions 2030 (**2014-03-01**), General Conditions - Higher Complexity – Goods;



**Amend #6** Following **ATTACHMENT 3: CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING**, on page 35-38 of 46:

**INSERT the following:**

**ATTACHMENT 4: CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid-non responsive.

**4.1 INTEGRITY PROVISIONS – ASSOCIATED INFORMATION**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 **(2014-03-01)**. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME**