



Transport  
Canada

Transports  
Canada

Twentieth Floor  
Tower "C", Place De Ville  
330 Sparks Street  
Ottawa, Ontario K1A 0N5

23 December 2014

Subject: Request for Proposal T8080-140296  
Corporate Records and Mail Management Services Division  
Transport Canada – National Capital Region

The Department of Transport has a requirement to establish a contract for the services that are described in the Terms of Reference attached hereto as Annex "A".

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "BID/PROPOSAL T8080-140296", together with the title of the work, name and address of your firm, and address it to:

Transport Canada  
Tender Reception  
Business Centre, Ground Floor  
Tower "C", Place de Ville  
330 Sparks Street  
Ottawa, Ontario K1A 0N5

Proposals must be received at the above noted address no later than **2<sup>nd</sup> of February 2015 14:00 hours (2 p.m.) Ottawa local time. It is the bidder's responsibility to deliver their proposal prior to tender closing.** Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

Proposals submitted by Fax, E-mail or Internet will not be accepted.

Note: It is the practice for local couriers to deliver directly to the above noted address. However, we have noted that out-of-town couriers deliver to our main mailroom, which requires an internal mail delivery that can delay reception of the bid by Tender Reception. If your proposal is sent from outside the National Capital Region, please ensure that the courier company delivers it directly to the above noted Tender Address no later than the time and date specified herein.

If your tender or proposal is valued at \$1,000,000 or more (applicable taxes included), and your organization employs 100 or more permanent full-time or permanent part-time employees, the requirements contained in the Appendix "E" on the Federal Contractors Program for Employment Equity may apply.

Proposals will be evaluated in accordance with the pre-determined Evaluation Criteria and methodology specified in Appendix "B".

**PROPOSALS ARE TO BE SUBMITTED USING THE FOLLOWING FOUR-ENVELOPE SYSTEM.**

### **ENVELOPE 1 - TECHNICAL PROPOSAL**

Your proposal is required to form the basis of a contractual agreement and should respond to all requirements detailed in the Statement of Work in sufficient detail to enable evaluation in accordance with the Evaluation Criteria including:

- an indication of an understanding of the requirements and responsibilities of the project;
- a summary of company experience directly related to the Statement of Work;
- sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project.

**FOUR copies of the Technical Proposal are required.**

NOTE: NO COST INFORMATION IS TO BE INCLUDED IN ENVELOPE 1.

### **ENVELOPE 2 - COST PROPOSAL**

Bidders must complete and return TWO copies of the “Offer of Services” (Appendix “A”) form in Envelope 2.

Note: Only cost information shall be provided in Envelope 2. All technical information supporting the proposal must be in Envelope 1 as Envelope 2 will only be opened after the technical evaluation is complete, and only if the technical proposal achieves at least the minimum score(s) indicated in the Evaluation Criteria.

Proposals that do not meet all the MANDATORY requirements will not be considered, and the Cost envelope will be returned to the bidder unopened.

The Offer of Services form is to be signed in accordance with the Requirements for Signature attached hereto as Appendix “D”.

### **ENVELOPE 3 – CERTIFICATION**

Bidders shall complete and return one (1) copy of the following documents in Envelope 3:

Requirements for Signatures – refer to Appendix “D” ;  
Federal Contractor’s Program – refer to Appendix “E” ;  
Certifications – refer to Appendix “F”; and

The Technical Proposal, Cost Proposal and Certification envelopes are to be sealed and submitted together in a fourth envelope addressed to the Tender Reception address shown on Page 1 of this letter.

In the event that you are the successful bidder, you will be expected to enter into an agreement that includes:

The Resulting Contract Clauses attached hereto as Appendix “J”;  
Statement of Work (SOW) attached hereto as Annex “A”;

Terms of Payment attached hereto as Annex “B”;  
General List of Organization Services by Messenger Services attached hereto as Annex “C”; and  
Security Requirement Checklist (SRCL) hereto as Annex “D”.

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, must be submitted in writing to [claudio.cormier@tc.gc.ca](mailto:claudio.cormier@tc.gc.ca), Transport Canada (AFTC), FAX: (613) 993-8680, and must be received before 12:00 hours (noon) the 16<sup>th</sup> of January, 2015. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Claude Cormier at 613-993-8680.

The lowest or any bid not necessarily accepted. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Cancel the bid solicitation at any time;
- c. Reissue the bid solicitation; and
- d. Negotiate with the sole responsive bidder to ensure best value to Canada.

By submitting a bid, the Bidder acknowledges Canada’s rights under this section and waives any claim, or cause of action, against Canada by reason of Canada’s exercise of its rights under this section, whether such claim or cause of action arises in contract, negligence, or otherwise.

Yours truly,

Claude Cormier  
Transport Canada/Transports Canada  
Contracting Officer/Agent aux contrats  
330, rue Sparks Street/Tour C  
Place de Ville - AFTC  
Ottawa, Ontario - K1A 0N5  
Tel.: 613-993-8680  
Fax: 613-991-0854  
[claudio.cormier@tc.gc.ca](mailto:claudio.cormier@tc.gc.ca)

**Canada**

## **CHECKLIST OF DOCUMENTS**

### **INVITATION TO TENDER**

### **APPENDICES**

<b>OFFER OF SERVICES (Required with Bid)</b>	<b>“A”</b>
<b>EVALUATION CRITERIA</b>	<b>“B”</b>
<b>INSTRUCTIONS TO TENDERERS</b>	<b>“C”</b>
<b>REQUIREMENT FOR SIGNATURES (Required with Bid)</b>	<b>“D”</b>
<b>FEDERAL CONTRACTOR’S PROGRAM (Required with Bid)</b>	<b>“E”</b>
<b>CERTIFICATIONS (Required with Bid)</b>	<b>“F”</b>
<b>INSURANCE CONDITIONS</b>	<b>“G”</b>
<b>VIEWING OF DOCUMENTATION</b>	<b>“H”</b>
<b>SECURITY REQUIREMENTS</b>	<b>“I”</b>
<b>RESULTING CONTRACT CLAUSE</b>	<b>“J”</b>
<b>ANNEXES</b>	
<b>TERMS OF REFERENCE</b>	<b>“A”</b>
<b>BASIS OF PAYMENT (Provided at contract Award)</b>	<b>“B”</b>
<b>GENERAL LIST OF ORGANIZATIONS SERVICED BY MESENGER SERVICES</b>	<b>“C”</b>
<b>SECURITY REQUIREMENT CHECK LIST (SRCL)</b>	<b>“D”</b>
<b>SAMPLE RETURN ENVELOPE</b>	<b>Appendix “K”</b>

**APPENDIX “A”****TRANSPORT CANADA****OFFER OF SERVICES**

**OFFER FOR:**        **T8080-140296 – Records and Mail Management Services**  
**Division of Transport Canada – National Capital Region**

**OFFER SUBMITTED BY:**

\_\_\_\_\_  
**(Name of Company)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**(Complete Address)**

GST Number \_\_\_\_\_

PBN Number \_\_\_\_\_

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

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

Contact Person: \_\_\_\_\_

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

1. The Undersigned (hereinafter referred to as “the Contractor”) hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as “Her Majesty”) as represented by the Minister of Transport (hereinafter referred to as “the Minister”) to furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Terms of Reference which are attached hereto as Annex “A”.
2. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:
  - (i) This Offer form marked Appendix “A”, attached hereto and entitled “Offer of Services”;
  - (ii) Document marked Annex “A”, attached hereto and entitled “Terms of Reference”;
  - (iii) Document marked Appendix “J”, attached hereto and entitled “Resulting Contract Clauses”;
  - (iv) Document Marked Annex “D”, attached hereto and entitled “Security

## Requirement Check List”.

**3. Period of Services**

The Contractor hereby offers to perform the work commencing at contract award until the 31<sup>st</sup> of March 2018.

**4. Cost Proposal**

The Contractor hereby offers to perform and complete the work for the following tendered hourly rates.

The all-inclusive hourly rates quoted below include all expenses that may be incurred in providing the services such as profit, overhead, administrative costs, equipment and materials.

Fuel Surcharge will be addressed in this RFP and resulting contract. The Surcharge will be based on the difference between a base price to be established at the start of the contract and the average price for the month being billed. All surcharges must be itemized separately on the monthly invoice. The surcharge could result in an increase or decrease to the monthly charges. (See Annex “A” – Section 6)

**4.1 Price Table – Fixed Period of Services –  
01 April 2015 to 31 March 2016 (YEAR # 1)**

<b><u>Classes of Work/ Description</u></b>	<b><u>Unit of/ Measure</u></b>	<b><u>Estimated Quantity Per Period</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Amount</u></b>
<b>Team Leader (1)</b>	Hour	<b>1867.5 X</b>		
<b>Mail &amp; Messenger Services (3)</b>	Hour	<b>5602.5 X</b>		
<b>Shipper and mail Processors (2)</b>	Hour	<b>3735 X</b>		
<b>Driver and Vehicle (1)</b>	Hour	<b>1992 X</b>		

**Total for Year # 1 = \_\_\_\_\_ (GST/HST extra)**

**Price Table – Fixed Period of Services –  
01 April 2016 to 31 March 2017 (YEAR # 2)**

<b><u>Classes of Work/ Description</u></b>	<b><u>Unit of/ Measure</u></b>	<b><u>Estimated Quantity Per Period</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Amount</u></b>
<b>Team Leader (1)</b>	Hour	<b>1890 X</b>		
<b>Mail &amp; Messenger Services (3)</b>	Hour	<b>5670 X</b>		
<b>Shipper and mail Processors (2)</b>	Hour	<b>3780 X</b>		
<b>Driver and Vehicle (1)</b>	Hour	<b>2016 X</b>		

**Total for Year # 2 = \_\_\_\_\_ (GST/HST extra)**

**Price Table – Fixed Period of Services –  
01 April 2017 to 31 March 2018 (YEAR # 3)**

<b><u>Classes of Work/ Description</u></b>	<b><u>Unit of/ Measure</u></b>	<b><u>Estimated Quantity Per Period</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Amount</u></b>
<b>Team Leader (1)</b>	Hour	<b>1860 X</b>		
<b>Mail &amp; Messenger Services (3)</b>	Hour	<b>5580 X</b>		
<b>Shipper and mail Processors (2)</b>	Hour	<b>3720 X</b>		
<b>Driver and Vehicle (1)</b>	Hour	<b>1984 X</b>		

**Total for Year # 3 = \_\_\_\_\_ (GST/HST extra)**

**Price Table – Fixed Period of Services –  
01 April 2018 to 31 March 2019 (OPTION YEAR # 1)**

<b><u>Classes of Work/ Description</u></b>	<b><u>Unit of/ Measure</u></b>	<b><u>Estimated Quantity Per Period</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Amount</u></b>
<b>Team Leader (1)</b>	Hour	<b>1875 X</b>		
<b>Mail &amp; Messenger Services (3)</b>	Hour	<b>5625 X</b>		
<b>Shipper and mail Processors (2)</b>	Hour	<b>3750 X</b>		
<b>Driver and Vehicle (1)</b>	Hour	<b>2000 X</b>		

**Total for Option Year # 1 = \_\_\_\_\_ (GST/HST extra)**

**Price Table – Fixed Period of Services –  
01 April 2015 to 31 March 2016 (OPTION YEAR # 2)**

<b><u>Classes of Work/ Description</u></b>	<b><u>Unit of/ Measure</u></b>	<b><u>Estimated Quantity Per Period</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Amount</u></b>
<b>Team Leader (1)</b>	Hour	<b>1882.5 X</b>		
<b>Mail &amp; Messenger Services (3)</b>	Hour	<b>5647.5X</b>		
<b>Shipper and mail Processors (2)</b>	Hour	<b>3765 X</b>		
<b>Driver and Vehicle (1)</b>	Hour	<b>2008 X</b>		

**Total for Option Year # 2 = \_\_\_\_\_ (GST/HST extra)**

**Total Estimated Tendered Cost (Contract Year # 1+2+3+ Option Year #1+ 2):  
\$ \_\_\_\_\_ (GST/HST extra)**

The all-inclusive hourly rates quoted above include all expenses that may be incurred in providing the services such as profit, overhead, administrative costs, courier services, equipment and materials, excluding applicable taxes.

**\*\* NOTE: The Estimated Quantity per period is only intended to be used for the Financial Evaluation purposes only. The actual contract could have more or less than what is indicated. \*\***



## 5. Provincial Sales Tax (PST)

Federal government departments are exempt from Provincial Sales Tax under authority of licences or certificates, which will be indicated in any resulting contract. The Contractor is not relieved of any obligation to pay provincial sales taxes on taxable goods or services used or consumed in the performance of the work.

## 6. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

The prices and rates quoted herein are not to include any provision for the Goods and Services Tax or the Harmonized Sales Tax.

## 7. Method of Payment

Payment for services rendered will be made upon receipt and acceptance of each deliverable by the Departmental Representative. Invoicing instructions will be provided in any contract concluded as a result of the acceptance of this offer.

## 8. Appropriate Law

Any contract awarded as a result of this Request for Proposal shall be governed by and construed in accordance with the laws in force in the Province/Territory of Ontario, Canada.

## 9. Tender Validity

The Contractor agree(s) that this Offer of Services will remain firm for a period of 120 calendar days after the proposal closing date.

## 10. Proposal Documents

The Contractor herewith submits the following:

- (a) A proposal in **four (4)** copies to undertake the work in accordance with the requirements detailed in the Request for Proposal document.
- (b) **Two (2)** copies of this Offer of Services, duly completed and signed.
- (c) **One (1)** copy of the following documents for Certification:

Requirements for Signatures – refer to Appendix “D” ;  
Federal Contractor’s Program – refer to Appendix “E” ;  
Certifications – refer to Appendix “F”;

**OFFERS THAT DO NOT CONTAIN THE ABOVE-MENTIONED**

**DOCUMENTATION OR DEVIATE FROM THE COSTING FORMAT MAY  
BE CONSIDERED INCOMPLETE AND NON-RESPONSIVE.**

**11. Bidder's Declaration**

- (a) The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
- (b) The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

**12. Signatures**

The Contractor herewith submits this proposal in accordance with the requirements specified in the Request for Proposal documents.

SIGNED, SEALED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2015

In the presence of

Per \_\_\_\_\_  
NAME OF COMPANY

Per _____	_____
(Signing Officer and Position)	(Signature of Witness)

Per _____	_____
(Signing Officer and Position)	(Signature of Witness)

## EVALUATION CRITERIA

### 1. SELECTION CRITERIA

Bidders must clearly indicate where the supporting information can be found in their proposal by completing the “Referenced Section/Page in Bidder’s Proposal” field in the Selection Criteria and including it in their proposal.

#### 1.1 Mandatory

Bidder’s proposals must meet all mandatory requirements for their proposal to qualify for further consideration. Those proposals not meeting the mandatory requirements will have the cost envelope returned to the bidder unopened.

Proposals must demonstrate that the mandatory requirements are met. If the mandatory requirements have been met, the proposals will then proceed to Technical Evaluation.

#### 1.2 Technical

In order to qualify for the technical evaluation, proposals **MUST** respond to the following mandatory requirements **IN THE ORDER SHOWN** and **MUST** include the referenced Section/Page in the Bidder’s proposal. Transport Canada may decide to terminate the evaluation upon the first non-compliance of the mandatory requirements.

The Technical Proposal must score a minimum of 70% (210 points) of the possible points (300) achievable to qualify. Proposals will be rated to the degree at which the bidder provides clear demonstration of relevant expertise and experience in managing and delivering similar projects.

#### 1.3 Cost Proposal

Costs will be evaluated and calculated as follows:

The qualifying proposal with the lowest overall bid will be assigned 150 points. Other compliant firms’ proposals will then be assigned points on a *pro rata* basis, using the formula below;

$$\text{Points awarded} = \frac{\text{Lowest proposal}}{\text{Bidder's proposal}} \times 150 = \text{points awarded}$$

The cost score will be added to the technical score to produce the final score for the proposal.

### 2. SELECTION OF BIDDER

The proposal with highest score (technical + cost) will be recommended for contract award.

## 2.1 Mandatory

Mandatory requirements are evaluated on a pass or fail basis. To be considered compliant, a proposal must meet all of the mandatory requirements of this solicitation. Proposals not meeting all of the mandatory requirements will be given no further consideration. Transport Canada may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

MANDATORY CRITERIA		MET/NOT MET	Referenced Section/Page in Bidder's Proposal
<b>M1</b>	Company has been in existence for at least 3 years and must demonstrate financial stability.		
<b>M2</b>	On-site bilingual Team Leader (English & French)		
<b>M3</b>	<p>The bidder's proposal must include the services of:</p> <ul style="list-style-type: none"> <li>- 3 Mail Messengers,</li> <li>- 2 Shippers/Mail processor services,</li> <li>- 1 Driver with vehicle,</li> <li>- 1 on site Team Leader,</li> </ul> <p>*1 Alternate on site Team Leader (the alternate Team Leader must be part of the existing staff and)</p>		
<b>M4</b>	A statement describing the proposed vehicle that will be used during the duration of the contract.		
<b>M5</b>	A statement explaining how the contractor anticipates the replacement of the vehicle within one-hour, should the usual vehicle breaks down.		

## 2.2 Technical

Proposals that fail to meet the above mandatory requirements will be judged non-compliant and will not be further assessed.

TECHNICAL		Maximum Points	Referenced Section/Page in Bidder's Proposal
R1	<p><b>The Bidder should demonstrate that they have experience performing similar work, as stated in Section 18.1 (a), (b) and (c) (Annex “A”) the capability and capacity of the firm of providing:</b></p> <p><b>a) General years of experience of the firm :</b></p> <ul style="list-style-type: none"> <li>- 0 to 3 years = 10 points</li> <li>- 3+ to 4 years = 20 points</li> <li>- 4+ to 6 years = 30 points</li> <li>- 6+ years = 50 points</li> </ul> <p><b>Note:</b> years of experience does not need to be consecutive.</p> <p><b>b) Related Experience</b></p> <ul style="list-style-type: none"> <li>- Experience in providing courier services in governmental institution:</li> <li>- 1 year = 5 points</li> <li>- More than 1 year = 10 points</li> <li>- Experience in providing courier services in a office space environment:</li> <li>- 1 year = 5 points</li> <li>- More than 1 year = 10 Points</li> </ul> <p><b>Definition:</b> “Office Space Environment”: office space environment is a room of rooms in a building that provide a suitable environment for office operations.</p> <p><b>c) Ability to Recruit and Retain Personnel:</b></p> <p>The bidder should demonstrate the following:</p> <ul style="list-style-type: none"> <li>i. Ability to recruit personnel;</li> <li>ii. Ability to retain employees;</li> <li>iii. Ability to temporary replace an employee.</li> </ul>	100	

	<p>- 10 points per Ability = 30 points</p> <p><b>The Bidder's response should be within a maximum of 8 pages. (Evaluation Committee will not consider information that goes pass the 8<sup>th</sup> page)</b></p>		
<b>R2</b>	<p><b>As specified in Section 18.2 (Annex "A"), the Bidder should clearly describe and explain in its proposal the following essential requirements:</b></p> <ul style="list-style-type: none"> <li>a) Understanding of the Requirements;</li> <li>b) Quality of the proposal;</li> <li>c) Short Term Continuity of Service;</li> <li>d) Long Term Continuity of Service;</li> <li>e) Administrative Capability;</li> <li>f) Training;</li> <li>g) Quality Assurance;</li> <li>h) Start-Up Strategy;</li> <li>i) Reference Checks.</li> </ul> <p>Points</p> <p>b) = maximum of 20 points</p> <p>a), c), d), e), f) g), h) and i) = maximum of 10 points each</p> <p><b>The Bidder's response should be within a maximum of 6 pages. (Evaluation committee will not consider information that goes pass the 6<sup>th</sup> page)</b></p>	<b>100</b>	
<b>R3</b>	<p><b>Proposed Team Leader</b></p> <p>The contractor shall propose a specific individual for the Team Leader. A résumé for the person proposed will clearly indicate the candidate meets the requirements specified in Section 18.3.1 of Appendix "B".</p> <p><b>Note:</b> <i>Evaluation based on years of experience</i></p> <p>0 to 2 years = 5 points</p> <p>2+ to 5 years = 15 points</p> <p>5+ years = 30 points</p> <p><b>The Bidder's response should be within a maximum of 2 pages. (Evaluation committee will not consider information that goes pass the 2<sup>nd</sup> page)</b></p>	<b>30</b>	
<b>R4</b>	<p><b>Proposed Alternate Team Leader</b></p> <p>The contractor should propose an alternate candidate for</p>	<b>20</b>	

	<p>the Team Leader. A résumé for the person proposed will clearly indicate the candidate meets the requirements specified in Section 18.3.2 of Annex "A".</p> <p><b>Note:</b> <i>Evaluation based on years of experience</i></p> <p>0 to 2 years = 5 points  2+ to 5 years = 10 points  5+ years = 20 points</p> <p><b>The Bidder's response should be within a maximum of 2 pages. (Evaluation committee will not consider information that goes past the 2<sup>nd</sup> page)</b></p>		
R5	<p><b>Messengers &amp; Shippers/Mail Processor and Driver Services</b></p> <p>The contractor should demonstrate the ability to supply qualified Messengers, Shippers/Mail Processors and Driver as specified in Section 18.3.3 and 18.3.4 of Annex "A".</p> <p><b>Note:</b> <i>Evaluation based on years of experience</i></p> <p><b>Calculation = Total years of experience divided by 6.</b></p> <p>0 to 2 years = 5 points  2+ to 5 years = 10 points  5+ years = 20 points</p> <p><b>The Bidder's response should be within a maximum of 2 pages. (Evaluation committee will not consider information that goes past the 2<sup>nd</sup> page)</b></p>	20	
R6	<p><b>Contractor Vehicle</b></p> <p>The contractor must describe how the proposed vehicle will meet the vehicle requirements as stated under Section 18.3.5 "Physical Requirements" of Annex "A".</p> <p><b>The Bidder's response should be within a maximum of 4 pages. (Evaluation committee will not consider information that goes past the 4<sup>th</sup> page)</b></p>	30	
	<b>Total Possible points (minimum pass score 70% or 210 points)</b>	<b>300</b>	

Bidders who do not meet the mandatory requirements or do not achieve a minimum of 70% of the maximum points for the Rated Requirements in their written proposal as indicated in 1.1 & 1.2 above will be eliminated and the cost envelope will be returned unopened.



**APPENDIX “C”****INSTRUCTIONS TO TENDERERS****1. DEFINITIONS**

In the Invitation to Tender

- 1.1. “Minister” includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister’s successors in the office, and the Minister’s or their lawful deputy and any of the Minister’s or their representatives appointed for the purpose of the Contract,
- 1.2. “Tender Closing Time” refers to the date, hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

**2. TENDER CLOSING**

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Invitation to Tender. Tenders received after Tender Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Minister reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date, hour and minute.

**3. TENDER OPENING**

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Invitation to Tender as soon as possible after Tender Closing Time unless specific instructions to the contrary regarding tender opening are included in the Invitation to Tender.
- 3.2. Where only one tender is received, the Minister reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

**4. OFFICIAL TENDER FORMAT**

Tenders must be submitted in the format provided and must be properly executed and submitted as instructed.

**5. QUESTIONS DURING TENDER PERIOD**

Questions during the tender period must be submitted in writing.

**6. REVISION OF TENDERS**

Tenders may be revised by letter or printed telecommunication provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

**7. TENDER SECURITY**

- 7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".
- 7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

## **8. CONTRACT SECURITY**

- 8.1. If specified in the Invitation to Tender, the successful tenderer will provide contract security, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Contract Security Requirements".
- 8.2. Where contract security is a requirement, all tenders **must** be accompanied by evidence from a bank, financial institution or surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

## **9. INSURANCE**

- 9.1. If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".
- 9.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

## **10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY**

The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

## **11. SIGNING OF DOCUMENTS**

See attached form entitled "Requirements for Signature and Description of Parties Other Than Her Majesty".

## **12. TENDER VALIDITY PERIOD**

- 12.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 120 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect,

whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the ministerial notice or withdraw the tender.

- 12.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the tender security shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the ministerial notice. In the event the tenderer does not respond to the ministerial notice, the tenderer shall be conclusively deemed to have accepted the extension referred to in the ministerial notice.

### **13. INCOMPLETE TENDERS**

- 13.1. Incomplete or conditional tenders **will** be rejected.
- 13.2. Tenders that omit any mandatory requirements specified in the Invitation to Tender **will** be rejected.
- 13.3. In the event that tender security is required and is not provided with the tender, the tender **will** be rejected.

### **14. REFERENCES**

The Minister reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as the Minister may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

### **15. LOWEST TENDER NOT NECESSARILY ACCEPTED**

Lowest or any bid not necessarily accepted. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Cancel the bid solicitation at any time;
- c. Reissue the bid solicitation; and
- d. Negotiate with the sole responsive bidder to ensure best value to Canada.

By submitting a bid, the Bidder acknowledges Canada's rights under this section and waives any claim, or cause of action, against Canada by reason of Canada's exercise of its rights under this section, whether such claim or cause of action arises in contract, negligence, or otherwise.

**CONTRACTS AND OTHER LEGAL DOCUMENTS  
(COMMON-LAW PROVINCES)**

**REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER  
THAN HER MAJESTY**

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation duly incorporated under the laws of _____ and having a head office and principal place of business at _____.	By the representative(s) duly authorized by a resolution of the board of directors.
PARTNERSHIP (two or more partners)	(name), (occupation), (address) of each acting partner carrying on the partnership business.  If the partnership operates under a name other than the name of the partners, state the name and style under which it carries on business.	By one or more partners duly authorized to sign on behalf of partnership.
SOLE PROPRIETORSHIP (single individual enterprise)	(name), (occupation), (address) of individual carrying on business under his/her personal name.  If the business is carried out under a “trade name”, the trade name may be included after the name of the sole proprietor such as: “Mr. X carrying on business under the name and style of _____”.	By the sole proprietor.  By the sole proprietor under the trade name: ex. X reg. By: _____ (X’s signature)
MUNICIPALITY	(name of municipality) incorporated under the laws of the Province of _____, herein acting through and represented by (name), one of its officers duly authorized under a resolution of its Council adopted on the ____ day of _____, 2____.	By the municipal officer(s) authorized by a resolution of the Municipal Council.

**IMPORTANT:**

Certain provinces\* require that documents bear the seal of the tenant or the bidder in the case of: leases in excess of three years or any other disposition of land or an interest therein; and offers submitted in response to any invitation to tender which requires that the offer remain outstanding without revocation until the tender validity date has expired.

\* *Statute of Frauds*, R.S.O., 1990, c.S.19, ss 1, 2 and 3.

**CONTRACTS AND OTHER LEGAL DOCUMENTS  
(PROVINCE OF QUEBEC)**

**REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER  
THAN HER MAJESTY**

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation whose head office is located at _____, which has been duly incorporated and is validly existing under the laws of Quebec.	By the representative(s) authorized by a resolution of the board of directors.
PARTNERSHIP		
General Partnership two partners or more (persons or legal persons)	Name and type of the partnership contained in the Declaration of Partnership, having its head office at _____, Province of Quebec.	By one or more partner(s) duly authorized to sign on behalf of partnership.
Limited Partnership two partners or more (person or legal persons)	Same as above.	By one or more general partner(s).
Undeclared Partnership two partners or more (persons or legal persons)	(name) and (domicile) of each partner carrying on business in an Undeclared Partnership.	By each of the partners.
SOLE PROPRIETORSHIP (single individual enterprise)	(name), (occupation), (domicile) of sole proprietor carrying on business under his personal name.  If the business is carried out under a trade name, the trade name should be included after the name of the individual such as: "Mr. X carrying on business under the name and style of _____".	By the sole proprietor.  By the sole proprietor under the trade name Ex. X reg'd By: _____ (Signature of X)
MUNICIPALITY	(name of municipality), incorporated under the laws of the Province of Quebec, herein acting through and represented by (name), one of its officer(s) duly authorized by a resolution of its Council adopted on the _____ day of _____, 2____.	By the municipal officer(s) authorized by resolution of the Municipal Council.

**COMMENTS:**

In Quebec, the seal is not required and adds nothing to the document. Any such requirement on a blank form can be ignored.

T8080-140296  
**APPENDIX “E”**  
**(REQUIRED WITH BID)**

**FEDERAL CONTRACTORS PROGRAM  
FOR EMPLOYMENT EQUITY  
AN IMPORTANT NOTICE FOR BIDDERS**

The Federal Contractors Program (FCP) requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity\*, as a precondition to the validation of their bids. Your organization is covered by this program:

**1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;**

**2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA**

If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP. **Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.**

Please complete the form below. In cases where the FCP requirements do not apply please check the applicable box. **The completed form must always be returned with your bid.**

\*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.

**PROGRAMME DE CONTRATS FÉDÉRAUX  
POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI  
AVIS IMPORTANT AUX SOUMISSIONNAIRES**

En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en oeuvre un programme d'équité en matière d'emploi\* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme:

**1. SI VOUS SOUMISSEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET**

**2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE**

Si les deux conditions sont remplies, vous devez joindre une attestation d'engagement dûment signée ou, si vous en avez déjà présenté une, indiquer le numéro officiel qui vous a été attribué dans le cadre du PCF. **Veillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.**

Veillez remplir le formulaire ci-dessous. Lorsque que le PCF ne s'applique pas, veuillez cocher la case pertinente. **Le présent formulaire doit toujours être joint à votre soumission.**

\*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.

**NOTE - NOTA**

ALL BIDDERS MUST CHECK THE APPLICABLE BOX(ES) BELOW.  
TOUS LES SOUMISSIONNAIRES DOIVENT COCHER LES CASES PERTINENTES CI-DESSOUS.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.  
SI VOUS OMETTEZ DE REMPLIR ET DE RENVOYER LE PRÉSENT FORMULAIRE VOTRE SOUMISSION POURRA ÊTRE REJETÉE.

- ☐ COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED  
☐ DOUBLE DE L' ATTESTATION D'ENGAGEMENT EST CI-JOINT.

OR - OU

- ☐ CERTIFICATE NUMBER IS  
☐ LE NUMÉRO OFFICIEL DE L' ATTESTATION EST \_\_\_\_\_

OR - OU  
PROGRAM REQUIREMENTS DO NOT APPLY FOR REASON CHECKED BELOW:  
LE PROGRAMME NE S'APPLIQUE PAS POUR LES RAISONS SUIVANTES:

- ☐ BID IS LESS THAN \$200,000;  
☐ LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 200 000 \$;
- ☐ THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;  
☐ VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;
- ☐ THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.  
☐ VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI.

**NAME AND ADDRESS OF ORGANIZATION  
NOM ET ADRESSE DE L' ORGANISATION**

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## FEDERAL CONTRACTORS PROGRAM

### INFORMATION FOR SUPPLIERS AND CONTRACTORS

#### OBJECTIVE

The objective of the Federal Contractors Program (FCP) is to ensure that suppliers of goods and services who do business with the Government of Canada achieve and maintain a fair and representative workforce in compliance with the FCP Criteria for Implementation and the Employment Equity Act.

#### DESCRIPTION

Suppliers of goods and services to the federal government that

- have a national workforce of 100 employees or more and
- are bidding on contracts valued at \$1,000,000.00 or more

are required to commit themselves to implementing employment equity as a condition of their bid. Upon bidding on a contract, the supplier of goods and services signs a *Certificate of Commitment* and receives a Certificate Number from Human Resources Development Canada (HRDC) Labour.

Once an organization's bid for a government contract has been accepted and meets the above requirements, the organization becomes a federal contractor subject to the FCP. Federal contractors are randomly selected for a compliance review after one year in the Program. The FCP is administered by HRDC Labour.

#### REQUIREMENTS

The FCP requires contractors to implement employment equity measures consistent with the 11 FCP Criteria for Implementation. Such measures require the identification and removal of barriers to the selection, hiring, promotion, and training of members of the designated groups; that is, women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

Contractors must also take steps to improve the employment status of these designated groups by increasing their participation in all levels of employment within their organizations. **Failure to subsequently comply with prescribed employment equity obligations will result in the loss of opportunity to bid on government contracts.**

#### OPERATION

There are three essential steps in the implementation and operation of the FCP for employment equity:

- Certification
- Implementation
- Compliance Review

The timing of each step varies on a case-by-case basis and is not prescribed by the Program.

### **Step 1: Certification**

Organizations that have a national workforce of 100 employees or more and who wish to, or are invited to, bid on federal government contracts valued at \$1,000,000.00 or more, must first certify in writing their commitment to implement employment equity according to specific criteria.

### **Step 2: Implementation**

Upon having been awarded a federal government contract valued at \$1,000,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation. Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

- Removal of discriminatory barriers to the employment and promotion of designated groups, including the elimination or modification of all human resources practices and systems that cannot be shown to be bona fide occupational requirements;
- Improvement in the participation of designated group members throughout the contractor's organization through hiring, training and promotion;
- Introduction of special measures and the establishment of internal goals and timetables towards the achievement of employment equity through recruitment, hiring, training, and promotion of designated group members, and through the provision of reasonable accommodations to enable members of such groups to compete with others on an equal basis; and
- Retention of records regarding the employment equity implementation process for assessment by HRDC Labour officers.

### **Step 3: Compliance Review**

In-depth compliance reviews will be conducted by HRDC Labour officers to

- review the records and documents kept by contractors;
- assess compliance with the FCP Criteria for Implementation and the results obtained;
- determine the extent of efforts made by contractors on behalf of designated groups; and
- measure the performance levels attained by contractors.

If the compliance review results are positive, the process is complete and the contractor is so informed.

If the compliance review results are negative, the contractor is so informed and is expected to initiate remedial action for review within a prescribed time limit not to exceed 12 months.

When a contractor is found in non-compliance with the Program, appeals and sanctions may follow. The timing of each step is dependent upon individual circumstances.

## **APPEALS AND SANCTIONS**



The contractor has the right to appeal an unfavorable finding resulting from a compliance review to the Minister of Labour. In that instance, an independent review will be undertaken to study the findings of the original compliance review and advise the Minister of Labour. In the event that the results of the independent review indicate a failure to comply, sanctions will be applied including the contractor's exclusion from bidding on federal government contracts.

## **FCP CRITERIA FOR IMPLEMENTATION**

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. **The following summaries of each of the criteria are intended as brief points of reference.** For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the Federal Contractors Program-Criteria for Implementation on the HRDC website at the following address:

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml>

### **CRITERION 1: COMMUNICATION OF EMPLOYMENT EQUITY TO EMPLOYEES**

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President, about

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities, and members of visible minorities);
- the measures the organization has undertaken or will undertake to develop an employment equity program and meet the corporate objective; and
- progress toward implementation of employment equity.

### **Criterion 2: Assignment of a Senior Official to be Responsible for Employment Equity**

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization, with sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to

- demonstrate the commitment among senior management to employment equity;
- select staff members to comprise an Employment Equity Committee;
- encourage union representatives to participate; and
- ensure that the other 10 FCP Criteria for Implementation are carried out with the support of the above-noted individuals.

### **Criterion 3: Collection and Maintenance of Workforce Information**

Contractors can fulfill this criterion by collecting and recording the data for all employees and each of the designated group members. The data to be collected includes

- internal representation data (stock data), collected via a self-identification survey. For accurate data collection and further analysis, the organization is required to achieve a high response rate to the survey;
- hiring, promotions, and terminations data (flow data) that will allow the contractor to track the progress of employment equity over time; and

- salary data, including top and bottom salary ranges.

#### **Criterion 4: Workforce Analysis**

Contractors can fulfill this criterion by

- analyzing the organization's internal representation data (stock data) generated in criterion 3;
- developing a narrative summary of the results of the analysis; and
- incorporating the data analysis and narrative summary (workforce analysis) into the Employment Equity Plan (criterion 7).

#### **Criterion 5: Employment Systems Review**

Contractors can fulfill this criterion by

- analyzing the hiring, promotions, and terminations data (flow data) generated in criterion 3;
- conducting an intensive review of all formal and informal employment systems, policies and practices;
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits; and
- demonstrating that new policies and procedures are practiced at all levels of the organization.

#### **Criterion 6: Establishment of Goals**

Contractors can fulfill this criterion by establishing

- numerical goals to address any deficiencies identified in the workforce analysis (criterion 4) and in the flow data analysis in the employment systems review (criterion 5); and
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (criterion 5).

#### **Criterion 7: Development of an Employment Equity Plan**

Contractors can fulfill this criterion by developing, implementing, and revising an Employment Equity Plan that contains all the components of the FCP Criteria for Implementation.

The objective of the Employment Equity Plan is to guide the organization toward meeting its employment equity goals. It should contain a sequence of tasks and activities to be assigned to individuals or units within the organization, scheduled according to a definite timetable.

The plan should be viewed as a working document, and as such, be reviewed regularly. Changes to the plan should be made as needed when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

#### **Criterion 8: Adoption of Positive Policies and Reasonable Accommodation**

Contractors can fulfill this criterion by taking proactive measures within their organizations to accelerate the entry, development, and promotion of designated group members. The aim of these

measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

**Criterion 9: Establishment of a Positive Work Environment**

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but that is also conducive to the movement of these employees from one occupational level in the organization to another.

**Criterion 10: Adoption of Monitoring Procedures**

Contractors can fulfill this criterion by including in the organization's *Employment Equity Plan*, a plan to regularly monitor and evaluate the organization's employment equity program, and retain all relevant statistics and documentation.

**Criterion 11: Authorization to Enter Premises**

Contractors can fulfill this criterion by permitting an on-site review, conducted by an HRDC Labour officer, in order to determine the organization's progress toward achieving a representative workforce that meets the conditions of the FCP.

**Human Resources  
Development Canada**

**Développement des ressources  
humaines Canada**

**Labour Branch**

**Direction générale du travail**


**Federal Contractors  
Program**

**Programme de contrats fédéraux**

<b>OFFICIAL USE ONLY CERTIFICATE NO.</b>

**Certificate of Commitment to Implement Employment Equity**

**ORGANIZATION**

Legal name of organization	Parent company is located outside Canada  <input type="checkbox"/> Yes <input type="checkbox"/> No
Operating Name (if different)	
Type of Industry (sector, purpose, etc.)	Total no. employees in Canada (Full-Time/Part-Time) 

**HEAD OFFICE**

Address (street, building, etc.)	City	Province	Postal Code
	Telephone	Fax	

**EMPLOYMENT EQUITY CONTACT**

Name	Title
Telephone	Email

**CERTIFICATION**

The above-named organization:

- having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, **AND**
- intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$1,000,000.00 or more,

hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.

**SIGNATORY**

**NOTE:** If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position **with the authority to implement Employment Equity in the organization.**

Name (print)	Title
Signature	Date

**RETURN INSTRUCTIONS**

**IMPORTANT**

- You must include the *signed original* of this form with your bid.
- You must also fax a *copy* of the signed form to Labour Branch, at (819) 953-8768.

**Criteria for Implementation**

1. Communication of Employment Equity to Employees
2. Assignment of Senior Official to be Responsible for Employment Equity
3. Collection of Workforce Information
4. Workforce Analysis
5. Employment Systems Review
6. Establishment of Goals
7. Development of an *Employment Equity Plan*
8. Adoption of Positive Policies and Reasonable Accommodation
9. Establishment of a Positive Work Environment
10. Adoption of Monitoring Procedures
11. Authorization to Enter Premises

Please refer to the document *Information for Suppliers and Contractors* for more details about the Federal Contractor's Program (FCP) Criteria for Implementation.

## **CERTIFICATIONS**

### **VENDOR CERTIFICATION**

We hereby certify that all information provided herein is accurate. Furthermore we have satisfied ourselves that the personnel proposed by us for this requirement is capable of satisfactorily performing the requirement described herein. In addition, we certify that individuals proposed will be available until completion of the project. Also that the work specified herein can be met in a timely manner, and will be achieved within the time frame allocated.

### **LANGUAGE CAPABILITY**

The Vendor certified that it has the language capability required to perform the work, as stipulated in the statement of work.

### **EDUCATION AND EXPERIENCE**

The Vendor hereby certifies that all the information provided in the résumés and supporting material submitted with its proposal, particularly as this information pertains to education achievements, experience and work history, has been verified by the Vendor to be true and accurate. Furthermore, the Vendor warrants that the individuals proposed by the Vendor for the requirement are capable of satisfactorily performing the work described herein.

Should a verification by the Minister disclose untrue statements, the Minister shall have the right to declare the proposal non responsive and, pursuant to the default provisions of any resulting contract, terminate any such contract for default.

### **FORMER PUBLIC SERVANTS**

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Vendors must provide the information required below.

#### Definitions

For the purpose of this clause,

“former public servant” means a 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 and includes: a) an individual

b) an individual who has incorporated

c) a partnership made up 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, in the context of the fee abatement formula, 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.

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

Is the Vendor a FPS in receipt of a pension as defined above? **YES ( ) NO ( )**

*(Note that the information provided in response to the question above will be disclosed publicly.)*

If so, the Vendor must provide the following information:

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

### **Work Force Reduction Program**

Is the Vendor a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES ( ) NO ( )**

If so, the Vendor 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

### **Equipment**

The Contractor certifies that throughout the life of this contract that the Contractor will provide equipment as outlined in the Terms of Reference in Section 3.3 b), 4.1 category 2, 6.1 a), b), c), d) and e), 9.0 c) and e).

Print Name of Authorized Representative \_\_\_\_\_

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



**INSURANCE CONDITIONS**  
**for Service Contracts**

The Vendor shall, at the Vendor's own expense, provide and maintain insurance as indicated here under:

1. DEFINITIONS

- 1.1. "Contract" means "Purchase Order".
- 1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. INDEMNIFICATION

- 2.1. The insurance coverage required by the provisions of these Insurance Conditions shall in no way limit the Vendor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Vendor may deem necessary to fulfill obligations under the indemnity section shall be at the Vendor's own discretion and expense.

3. PERIOD OF INSURANCE

- 3.1. The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. PROOF OF INSURANCE

- 4.1. Within fourteen (14) days after acceptance of the Vendor's tender, the Vendor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Vendor pursuant to the requirements of these Insurance Conditions.

5. NOTIFICATION

- 5.1. Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. INSURED

- 6.1. Each insurance policy shall insure the Vendor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Transport.

7. PAYMENT OF DEDUCTIBLE

- 7.1. The amount of the deductible, if any, shall be borne by the Vendor.

## 8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

8.1. The Vendor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injuries and loss or damage to the property so as to fully cover the Vendor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$2,000,000

8.2. The policy shall be issued with a deductible amount of not more than \$1,000 per occurrence applying to property damage claims only.

## 9. THIRD PARTY LIABILITY INSURANCE FOR VEHICLES AND EQUIPMENT OWNED, LEASED, USED OR OPERATED BY THE VENDOR

9.1. The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor.

Minimum acceptable amount is \$2,000,000.

## 10. TENANTS LEGAL LIABILITY INSURANCE (WHERE APPLICABLE)

10.1. The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a minimum amount of \$500,000.

### **VIEWING OF DOCUMENTATION**

Bidder may inspect/view the manuals that are indicated below and stipulated in Annex “A” section 7.0 b) at the Transport Canada site by appointment. Vendors are requested to communicate with the Transport Canada Contracting Authority before to schedule an appointment. Vendors should provide, in writing, to the Contracting Authority, the names of no more than 2 people that will view the manuals and submit the below form before the 15<sup>th</sup> of January 2015.

- [Section 1 & 3.7 of TP 2331](#) (Records Office Procedures Manual);
- [Form n° 26-0762 \(1004-01\)](#) (Authorization to use courier Company or Canada Post Service – Civil Aviation HQ);
- [Parts 1&2 \(Canada Postal Guide\)](#); and
- [RCMP G1-024 Control Access - Physical Security Guide - Lead Agency Publication](#);
- [RCMP – Responding to Suspicious Mail - Guidelines](#)
- [RCMP – Identifying Suspicious Mail – Canadian Bomb Data Centre - Guideline](#)

**Names**

**Positions**

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**Transport Canada Contracting Authority:**

Claude Cormier  
 Senior Contracting Officer  
 Materiel, Contracting, Security & Facility Management - AFTC  
 Tel: (613) 993-8680  
 Fax: (613) 991-0854  
 E-mail: [claudcormier@tc.gc.ca](mailto:claudcormier@tc.gc.ca)

## SECURITY REQUIREMENTS

### Security Requirement

Mandatory at bid closing

At the date of bid closing, the following conditions must be met:

- the Bidder must hold a valid organization security clearance as indicated in Appendix J "Resulting Contract Clauses";
- the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must each meet the security requirement as indicated in Appendix J "Resulting Contract Clauses"; and
- the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work site(s).

In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.

## RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract.

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Terms of Reference at Annex "A".

### 2. GENERAL CONDITIONS - PROFESSIONAL SERVICES

#### 2.1 Interpretation

In the Purchase Order,

2.1.1 "Amendment" means "Revision";

2.1.2 "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;

2.1.3. "Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;

2.1.4. "Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;

2.1.5. "Her Majesty" includes Her Majesty the Queen in right of Canada or any agent of Her Majesty the Queen in right of Canada, and includes a Crown corporation and a departmental corporation.

2.1.6. "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

2.1.7. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;

2.1.8. "per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;

2.1.9. "prototypes" includes models, patterns and samples;

2.1.10. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;

2.1.11. "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

#### 2.2 Priority of Documents

In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up the Contract, the General Conditions govern.

### 2.3. Successors and Assigns

The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

### 2.4. Assignment, Subcontracting and Novation

2.4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

2.4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

2.4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

2.4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

### 2.5. Time of the Essence

2.5.1. Time is of the essence of the Contract.

2.5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

2.5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

2.5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.

2.5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

## 2.6. Indemnification

2.6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.

2.6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.

2.6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

## 2.7. Notices

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered by hand, or by courier, or if sent by registered mail, or facsimile or other electronic means that provides paper records of the text of the notice, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; if by facsimile or other electronic means, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

## 2.8. Termination or Suspension

2.8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

2.8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

2.8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of

obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

2.8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.

2.8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.

2.8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

## 2.9. Termination due to Default of Contractor

2.9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:

2.9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

2.9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.

2.9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.

2.9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

2.9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.



2.9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

## 2.10. Records to be kept by Contractor

2.10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

2.10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.

2.10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

## 2.11. Ownership of Intellectual and Other Property including Copyright

2.11.1. Technical documentation and prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.

2.11.2. Technical documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA  
as represented by the Minister of Transport

2.11.3. Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the Contract shall be the property of Her Majesty. The Contractor shall have no rights in and to such technical information and inventions. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the Contract, and shall not sell other than to Her Majesty any articles or things embodying such technical information and inventions.

## 2.12. Conflict of Interest and Post-Employment Measures

2.12.1. It is a term of the Contract that no individual for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

2.12.2. It is a term of the Contract that during the term of the Contract any persons engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Code for the Public Service. Should an interest be acquired during the life of

the Contract that would cause a conflict of interest or seem to cause a departure from such principles, the Contractor shall declare it immediately to the Departmental Representative.

2.12.3. It is a term of the Contract that any persons engaged in the course of the Contract and subsequent to it shall conduct themselves in a manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the Contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Departmental Representative.

2.12.4. It is a term of the Contract that no individual, for whom the provisions of the *Conflict of Interest Act* apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable provisions of the *Act*.

## 2.13. Contractor Status

This is a contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, or Income Tax.

## 2.14. Warranty by Contractor

2.14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

2.14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

## 2.15. Member of House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise therefrom.

## 2.16. Amendments

2.16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.

2.16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

## 2.17. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

## 2.18. Payment by the Minister

### 2.18.1. Applicable when the Terms of Payment specify PROGRESS payments.

#### 2.18.1.1. Payment by the Minister to the Contractor for the work will be made:

2.18.1.1.1. in the case of a progress payment other than the final payment, within 30 days following the date of receipt of a duly completed progress claim or invoice, or

2.18.1.1.2. in the case of a final payment, within 30 days following the date of receipt of a duly completed final claim or invoice, or within 30 days following the date on which the work is completed, whichever is the later.

2.18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

### 2.18.2. Applicable when the Terms of Payment specify payment on COMPLETION.

#### 2.18.2.1. Payment by the Minister to the Contractor for the work will be made within:

2.18.2.1.1. 30 days following the date on which all of the work has been delivered at the location(s) specified in and pursuant to the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed, or

2.18.2.1.2. 30 days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract, whichever is later.

2.18.2.2. If the Minister has any objection to the form of the invoice or substantiating documentation, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the invoice. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

## 2.19. Payment of Interest on Overdue Accounts

### 2.19.1. For the purposes of this Article:

2.19.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association,

2.19.1.2. "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable,

2.19.1.3. an amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and

2.19.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

2.19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

2.19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.

2.19.4. The Minister shall not be liable to pay interest on overdue advance payments.

## 2.20. Schedule and Location of Work

2.20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.

2.20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.

## 2.21. No Other Benefits

2.21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.

2.21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.

## 2.22. Applications, Reports, Payments by Contractor and Applicable Legislation

2.22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.

2.22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.

2.22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.

2.22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

### 2.23. Minister's Responsibilities

The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.

### 2.24. Certification - Contingency Fees, Criminal Code, Public Disclosure

2.24.1. The contractor declares that the contractor has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act;

2.24.2. All accounts and records relating to any payment by the contractor of fees or other compensation for the solicitation, negotiation or obtaining of the contract shall be subject to any accounting and auditing provisions of the contract;

2.24.3. The contractor declares that the contractor has not been convicted of an offence, other than an offence for which a pardon has been granted, under section 121, 124 or 418 of the Criminal Code;

2.24.4. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract; and

2.24.5. If the contractor makes a false declaration under paragraph (a) or (c) or fails to comply with the terms set out in paragraph (b) or (d), it is an act of default under the contract and the contractor agrees, in addition to any other remedies that may be available against the contractor, to immediately return any advance payments and agrees that the contracting authority may terminate the contract.

2.24.6. In this Article:

2.24.6.1. "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

## 3. Security Requirements

3.1 The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

3.2 The Contractor personnel requiring access to PROTECTED or CLASSIFIED information must do so on an approved Transport Canada site only.

3.3 The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid personnel security screening at the level of **SECRET**, granted or approved by CISD/PWGSC.

3.4 The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store PROTECTED or CLASSIFIED information.

3.5 The Contractor **MUST NOT** receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises.

3.6 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Transport Canada Departmental Security Officer or TC Contracting Authority.

3.7 The Contractor must comply with the provisions of the:

- 3.7.1 Security Requirements Check List and security guide (if applicable), attached at Annex D;
- 3.7.2 Industrial Security Manual (Latest Edition).
- 3.7.3 Policy on Government Security and associated instruments

#### **4. Term of Contract**

##### **4.1 Period of Contract**

The period of the Contract is for contract award until the 31<sup>st</sup> of March 2018.

##### **4.2 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 (1) 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) 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.

##### **4.3 Termination on Thirty Days Notice**

4.3.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

4.3.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Claude Cormier  
 Contracting Officer  
 Transport Canada  
 Place de Ville – Tour C  
 330 Sparks Street – 20<sup>th</sup> Floor  
 Ottawa, Ontario K1A 0N5  
 Telephone: 613-993-8680  
 Facsimile: 613-991-0854  
 E-mail address: [claudio.cormier@tc.gc.ca](mailto:claudio.cormier@tc.gc.ca)

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

## **5.2 Project Authorities**

The Project Authorities for the Contract are:

### **To be identified at Contract award.**

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

## **5.3 Contractor's Representative**

### **To be determined.**

## **6. Payment**

### **6.1 Basis of Payment**

#### **6.1.1 Firm Hourly Rates**

For the Work described in the Terms of Reference in Annex “A”.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm hourly price(s) in accordance with the basis of payment, in Annex “B”. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

## **6.2 Canada's Total Responsibility**

**6.2.1** Canada's total liability to the Contractor under the Contract must not exceed \$ (To be identified at contract Award). Customs duties are excluded and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**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 for travel and living expenses 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.

**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. Provision of such information by the Contractor does not increase Canada's liability.

## **6.3 Method of Payment**

### **6.3.1 Monthly Payments**

Canada will pay the Contractor on a monthly basis for work performed, in accordance with the Terms of Reference (Annex A), during the month covered by the invoice in accordance with the payment provisions of the 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. Invoicing Instructions**

**7.1** Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

**7.2** Invoices must show:

- a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;



- c. deduction for holdback, if applicable;
- d. the extension of the totals, if applicable; and
- e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

7.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

7.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.5 Invoices must be distributed as follows:

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

## **8. Certifications**

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

## **9. Applicable Laws**

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

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) Annex "A", Statement of Work;
- (c) Annex "B", Basis of Payment;
- (d) Annex "D", Security Requirement Check List
- (e) the Contractor's bid dated \_\_\_\_\_

## TERMS OF REFERENCE

### 1. TITLE

Corporate Records and Mail Management Services Division of Transport Canada – National Capital Region

### 2. BACKGROUND

The Corporate Records and Mail Management Services Division of Transport Canada plans to re-tender the contract for its internal and external mail and messenger services to continue to provide a first class and a cost-effective service in the National Capital Region (NCR). There are risks for both Transport Canada and the contractor, if either party enters into a contract without fully understanding the basis of the agreement.

To eliminate any risks, these Terms of Reference are designed to provide the contractor a clear and comprehensive statement of the needs and detailed requirements for messenger services for Transport Canada within the National Capital Region. This will enable the contractor to prepare a quality proposal for the provision and management of messenger services for Transport Canada.

#### 2.1 Current Operations

The nature of messenger services within Transport Canada consists of the careful and confidential handling, sorting and delivering of the royal mail and other bulk correspondence. Bulk deliveries are made to other government and non-government buildings within the National Capital Region while non-bulk deliveries are made to the various floors and sites within core Transport Canada buildings located within the NCR. Items may be picked-up at the same time that deliveries are made. Items and correspondence consist of inter-office memos and letters, reports, files, books, parcels and boxes. All departmental mail and parcels must be handled securely in accordance with the [RCMP Physical Security Guide - Lead Agency Publication G1-024](#).

**2.1.2** The scope of services presently covers about 32 different organizations, located in approximately 27 different buildings in the National Capital Region. These services take place on both a scheduled and unscheduled basis. Variations in the number of organizations serviced may increase or decrease while this contract is in effect.

*Note: See Appendix ‘F’ for a current sampling of organizations and buildings serviced.*

**2.1.3** These services are divided into two major categories: internal and external. The internal delivery service within Transport Canada covers scheduled and unscheduled service to a minimum of 177 drop-off and pick-up locations occupied by Transport Canada (see Table 7.1 for scheduled start times). The core building is Place de Ville Tower C.

**2.1.4** The external service covers other Transport Canada offices and other federal buildings in the National Capital Region. The majority of these deliveries require the use of a driver and vehicle.

### **2.1.5 Existing Contractual Arrangements**

Since 1992 Transport Canada's Departmental Delivery Services have been contracted to a private service provider. The contractors have supplied the staff for the Transport Canada requirement of 6 mail messengers, 3 Shippers/Mail Processor Services, 2 drivers with vehicles and 1 Team leader.

Note 1: MedExpress Messenger Service holds the current contract with Transport Canada, which it won by competitive RFP in 2008. The contract value over 3 plus 3 optional years will end on March 31, 2015 for an approximate cost of \$1.7 M.

## **3.0 THE OVERALL REQUIREMENT**

### *Objectives*

**3.1** To implement a contracted service that ensures effective, timely, accurate, qualitative and cost efficient operation of mail and messenger services for Transport Canada in the National Capital Region that addresses departmental requirements and adapts to changes over the life of the contract.

**3.2** With quality and stability being a key need, the primary objective of the proposed contract is to provide Transport Canada with a quality mail and messenger delivery service that is:

- I. Reliable, efficient, and effective;
- II. Has low turnover of staff; and
- III. Meshes harmoniously with the current operational structure within Transport Canada.

### **3.3 Sub-objectives are to provide**

- a) Quality messengers that can meet the internal and external delivery requirements;
- b) Quality driver and vehicle that can meet the external delivery requirements; and
- c) An experienced Team Leader to lead the overall operation.

## **4.0 DETAILED SERVICE REQUIREMENTS**

### **Categories of Service**

#### **4.1 Four Categories**

The contractor shall provide messengers, shippers/mail processor services, a driver with vehicle, and Team Leader resources to meet the requirements of the internal and external

delivery services of Transport Canada. The scope and nature of services required will vary depending on the four major categories of service, as follows:

Category 1 - Mail Messenger Services (3 resources)

Category 2 - Driver and Vehicle Service (1 resource)

Category 3 - Shippers/Mail Processor Services (2 resources)

Category 4 – Team Leader (1 resource)

#### **4.1.1 Mail Office**

All staff will be situated within the mailroom located in Place de Ville Concourse level of Tower C.

#### **4.1.2 Days and Hours of Service**

The contractor is responsible for ensuring that any individual assigned is replaced in case of either planned or unplanned absences. Should the contractor be unable to replace the absent employee; he must inform the Chief, Records and Mail Services or his/her delegate.

The contractor shall provide Category 1 and Category 3 between the hours of 7:30 to 17:00 (see Tabel 4.1). Any individual mail messenger / Shippers-Mail Processors will provide service for seven and one-half hour (7.5) a day, in accordance with the pre-arranged individual schedule. (see Table 4.1.4)

#### **4.1.3 Statutory Holidays**

All messengers are required Monday to Friday excluding the following 11 Government of Canada recognized statutory holidays:

New Year's Day;  
Good Friday;  
Easter Monday;  
Victoria Day;  
Canada Day;  
Ontario August Civic Holiday  
Labour Day;  
Thanksgiving;  
Remembrance Day;  
Christmas Day; and  
Boxing Day.

**Note 1:** The hours of service assume a one-hour (1hr) unpaid lunch period, which is built into the schedule. For example, the pre-arranged individual schedule for a particular messenger might have him arrive at 7:30, have lunch designated from 11:45 to 12:45, and have him depart at 16:00. Unless otherwise stated, this unpaid lunch hour also applies to all other categories of service.

**Note 2:** Pre-arranged individual schedules will be made available to the successful contractor upon award of the contract. These individual schedules are dynamic and undergo revisions during the course of a year.

#### **4.1.4 Table - Normal Service Hours**

Mail and Messenger Services	Normal Service Hours
A	7:30 - 16:00
B	8:00 - 16:30
C	8:30 - 17:00

#### **4.1.5 Provision of services on provincial statutory holidays not recognized by the Federal Government**

The contractor is expected to provide regular service on provincial statutory holidays not recognized by the Federal Government (e.g. Ontario Family Day) at the rates specified in the contract.

### **4.2 Messenger Services & Shippers/Mail Processor Services**

#### **4.2.1 Scheduled Services to be performed**

- a) Messengers have varied times for their scheduled runs per day, and this may change over the course of the contract. A run includes both pick-ups and deliveries.
- b) Messengers deliver and pick up items at other Transport Canada offices, and at other federal government offices in the National Capital Region.
- c) Messengers assigned to deliver/pick up mail from in/out baskets are required to perform two scheduled runs per day. A run includes pickups and deliveries as well as sorting materials before and after a run. Approximate times for these internal runs occur at 9:30 a.m. and 1:30 p.m.
- d) The mail sorting ledges are located in the Tower C mailroom and all scheduled delivery runs are controlled from this area. Transport Canada utilizes and maintains a unique routing symbol system to identify the various office drop-off and pickup points.
- e) On average, each messenger will cover from 6-12 floors, making from 40-60 stops. Volumes of items will vary from day to day and from area to area, but, on average, the number of items delivered and picked up per day range from 900 - 1000 per messenger. Included in the list of items are by-hands and direct deliveries/pickups outside of the regular runs, and boxes.
- f) Carrying out the two scheduled runs per day and sorting materials before and after a run are critical services. When not involved in these scheduled critical services the mail messengers perform additional services.
- g) Listed below are the following requirements performed by a messenger yet, not limited to:
  - Sort incoming material from the sorting table;

- Sorting mail received from mail runs;
  - Sort internal mail for direct delivery to addresses;
  - Sort material from delivery run/pick-up;
  - Pick-up and delivery of by-hand and direct items (this priority may change depending on the urgency of the request);
  - Pick-up and delivery of cheques/monies to Finance Branch; and
  - Pick-up and delivery of boxes.
- h) In carrying out scheduled services, the delivery and collection schedules must:
- I. Be coordinated to ensure progressive processing of outgoing mail by Shippers/Mail Processor Services to avoid sudden rushes prior to scheduled deliveries to Canada Post;
  - II. Provide for uninterrupted and onward transmission of mail between offices and buildings. Eighty percent of all such mail must be delivered within four hours and 100% within eight hours; and
  - III. Provide for each collection and delivery run to originate and return to mail room Tower C.

#### **4.2.2 Additional Services to be performed**

- a) Carrying out scheduled runs per day and sorting materials before and after a run are critical services. When not involved in these critical scheduled services, the mail messengers perform additional services. Listed below, in equal order of priority, are the services performed by a mail messenger based in a mailroom office.
- I. Receive, record all incoming courier/express shipments into Transport Canada's incoming courier tracking system;
  - II. Assist in receiving and processing incoming mail;
  - III. Assist the Shippers/Mail Processor Services in the preparation and dispatch of outgoing mail;
  - IV. Deliver to and pick up materials from Transport Canada offices that cannot be processed through the scheduled messenger runs;
  - V. Fold, count and ensure that all contents have been removed from Canada Post mailbags and containers;
  - VI. Assist with loading dock pickups or deliveries for the Records and Mail Management Division;
  - VII. Maintain a clean and secure working environment.
- b) In carrying out services, the messengers will be required to operate Transport Canada's inbound shipping system and manually and electronically complete various forms such as transmittal slips, courier slips, bills of lading, and operate electronic handheld palm pilots (Electronic device used to obtain electronically the signature of the person acknowledging receipt of the package) to obtain signatures.
- c) Transport Canada uses a routing symbol system to identify delivery points internal to Transport Canada.

**Note:** The activities presented above are approximate and subject to change. They are intended to serve only as a guide for tendering purposes.

### 4.2.3 Shippers/Mail Processor Services

Listed below, in an approximate descending order of priority, are the services performed by a Shippers/Mail Processor Services.

- I. Sorting, processing and metering outgoing mail volumes;
- II. Sorting, bulking and prepare for shipping regional mail;
- III. Operate various types of mail equipment including the shipping system;
- IV. Label, insert publications and circular mail into envelopes;
- V. Complete various bills of lading for mail and courier shipment.

When not involved in these schedules critical services the Shippers/Mail Processor Services will perform additional services as those listed in section 4.2.

### 4.3 Driver and Vehicle Services Days and Hours of Service

The driver is required Monday to Friday excluding the 11 statutory holidays. (See Sections 4.1.3 but including those listed in Section 4.1.5)

The contractor shall provide driver service between the hours of 7:00 to 16:00. Unlike the mail messengers who provide service for seven and one-half hours a day, there will be 1 driver who will provide service for eight hours per day. Pre-arranged individual schedules will be provided upon award of the contract. The following table shows the hours of service and approximate kilometers used each day for each driver/vehicle.

4.3.1 - Table - Normal Service Hours

<i>Driver/ Vehicle</i>	<i>Normal Service Hours</i>	<i>Average Distance Traveled Per Day (km)</i>
A	7:00 -16:00	130

The contractor is responsible for ensuring that any individual assigned is replaced in case of either planned or unplanned absences.

### 4.3.2 Scheduled Services to be Performed

- a) Like the mail messengers, the driver will have varied times for its scheduled run per day, and this schedule may change over the course of the contract. A run includes both pick-ups and deliveries.
- b) The driver's primary scheduled service is conveying items between the various Transport Canada and other buildings in the National Capital Region.
- c) The driver will be required to both manually and electronically complete various forms such as transmittal slips, courier slips, bills of lading and logbooks and operate electronic handheld palm pilots (Electronic device used to obtain electronically the signature of the person acknowledging receipt of the package) to obtain signatures. Transport Canada uses a routing symbol system to identify delivery points internal to Transport Canada.



- d) Transport Canada, Chief, Records and Mail Services or his delegate will inform Canada Post of the names of the contractor's staff who are authorized to pick up mail addressed to Transport Canada, including any mail requiring Special signature (i.e. Registered Mail, Customs Postal Import Mail).
- e) In carrying out scheduled services, the delivery and collection schedules must:
  - I. be coordinated to ensure progressive processing of outgoing mail by Shippers/Mail Processor Services to avoid sudden rushes prior to scheduled deliveries to Canada Post;
  - II. provide for uninterrupted and onward transmission of mail between offices and buildings. Eighty percent of all such mail must be delivered within four hours and one hundred percent within eight hours; and
  - III. provide for each collection and delivery run to originate and return to the Tower C mailroom.

### **4.3.3 Additional Services to be Performed**

When not involved in scheduled services the driver will be required to provide additional services. These additional services are identical to those additional services provided by the mail messengers (See Section 4.2.2).

## **4.4 Team Leader**

### **4.4.1 Days and Hours of Service**

- a) The Team Leader is required Monday to Friday excluding the 11 statutory holidays. (see Sections 4.1.3 but including those listed in Section 4.1.5)
- b) The Team Leader will be required to be on-site from 7:30 - 16:00 and provide service for 7.5 hours per day. The contractor and Team Leader are responsible for ensuring that a back-up is available in case of either planned or unplanned absences.
- c) The earliest start time for a messenger or driver is 7:00 and the latest finish time is 17:00. When the Team Leader is unavailable during these hours the contractor should have a method of ensuring that the Transport Canada representative and messengers/driver can communicate with the Team Leader (e.g. cellular phone or other telecommunications mechanism) or some other qualified representative from the contractor.

### **4.4.2 Services to be Provided**

The Team Leader will be required to lead the contractor's resources and workload for the entire delivery service. Listed below are the major service responsibilities for the Team Leader.

- a) Develops and maintains lines of communication with Transport Canada representatives to ensure a quality and cost-effective service is maintained.
- b) Provides required information for administration and evaluation of services. Utilizing an inbound and outbound mail management system, produces various reports and statistics for the Departmental Representative. Collects and prepares accurate statistics and other information to support departmental payments for postage, courier costs as well as statistics to support payment for services rendered.
- c) Ensures compliance to Transport Canada policies and procedures. Ensures that proper codes of conduct are adhered to (includes proper dress, wearing of TC ID badges). Also advises and assists in maintaining the distribution centre.
- d) Ensures contractor resources are available to provide services and have TC Security confirmed secret clearances.
- e) Plans, directs, organizes and allocates contractor staff as required to carry out the various categories of service.
- f) Provides the proper environment to support Transport Canada's objectives for the contract (see 3.0). Ensures that the contractor's staff are productive, motivated, and service oriented.
- g) Ensures that proper training (both people skills and specific messenger skills) is provided to staff to carry out their scheduled and additional services in accordance with Transport Canada policies, procedures, standards, guidelines and objectives for this contract.

## **5.0 STAFF QUALIFICATION REQUIREMENTS**

### **5.1 Qualifications for Messengers - Shippers / Mail Processors**

Messengers must:

- a) Have a working knowledge of, and be able to express oneself verbally, and in writing, in one of the official languages (English or French);
- b) Be physically fit and have the capacity for: continual walking and standing, and being exposed to year-round weather conditions;
- c) Be able to lift loads of up to 30 kilograms on a regular basis;
- d) Be able to operate an inbound/outbound courier system and outbound mail equipment/mail management shipping system, be able to sort mail and fill in the prescribed written and/or electronic forms (e.g. transmittal slips, courier slips, bills of lading and logbooks);

- e) Be able to use the Transport Canada routing symbol system;
- f) Be friendly and exercise good judgment in such activities as maneuvering delivery carts on and off crowded elevators, or in sharing hallways with active pedestrians; and
- g) When providing service, the contractor's employees are required to wear contractor's clothes (shirt or sweater) identifying the company and other apparel that are clean and suitable for a business environment, and adhere to general principles of cleanliness and hygiene. It is strongly recommended that contractor's employees wear safety steel toe boots/shoes.

## **5.2 Qualifications for Driver**

Driver must:

- a) Have the same qualifications as messengers; and
- b) Possess a valid driver's license. A graduated license is not acceptable.

## **5.3 Qualifications for the Team Leader**

The Team Leader must:

- a) Be fluently bilingual (English and French);
- b) Possess the demonstrated management and scheduling experience to be able to lead 6 people, with a record of past positions involving one or more of the following:
  - I. Line management (formal and long term direct supervision of staff);
  - II. Staff management (acting as an advisor/consultant);
  - III. Project management (fixed resources ending at a specific time), or;
  - IV. Matrix management (various hybrids of the above).
- c) Demonstrate superior interpersonal skills and flexibility in a position that involves extensive coordination and discussion with Transport Canada officials and representatives;
- d) Be able to lead and motivate people; and
- e) Be able to administer and manage the full range of reporting, mail processing equipments and activities associated with providing a quality service.

## **5.4 Qualification for Alternate Candidate – Team Leader**

The Alternate Team Leader must:

- a) Be Messengers & Mail Processors staff member; and
- b) Have experience working in a mailroom environment;

## **6.0 VEHICLE REQUIREMENTS**

### **6.1 Physical Requirements**

A separate vehicle is required for the driver. Should the contractor's vehicle breakdown, a replacement vehicle acceptable to the departmental representative shall be provided on-site, within one-hour.

Vehicle must:

- a) be a visibly presentable late model (2013 or newer) closed-in van or pick-up truck in which material cannot be viewed from outside the vehicle;
- b) be in good working condition, mechanically sound and meet vehicle safety and provincial inspection requirements;
- c) comply with the Royal Canadian Mounted Police Guide for High Security Carrier Service ([http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/page\\_0082\\_e.htm](http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/page_0082_e.htm)) and the Treasury Board Secretariat "Operational Security Standard on Physical Security". (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12329&section=text#Security> )
- d) have lockable cargo areas capable of carrying load factors up to and including 900 kilograms;
- e) vehicle must be capable of entering and exiting underground parking facilities at Place de Ville, which has a maximum clearance of 1.77 meters (6.0 feet), or if this is not possible; the contractor must provide assurance that materials conveyed from the street are secure at all times and protected from damage (e.g. items getting wet if it is raining).

### **6.2 Maintenance, Licensing and Parking**

The contractor will be required to:

- a) Pay all costs of supplying, operating and maintaining the vehicle;
- b) Obtain all required licensing and insurance for the vehicle to operate and convey material in the National Capital Region (between Ontario and Quebec);
- c) Pay for all parking costs.

### **6.3 Fuel Surcharges**

Transport Canada recognizes that the significant variations occurring to fuel prices will impact the contractor's transportation costs and therefore will support the following fuel surcharge procedure.

1. The contractor will include with the monthly invoice, a report of kilometres driven and fuel used related to this contract. Specifics of the reporting requirement will be established by the Chief, Corporate Records and Mail Management Division and the contractor during the transition period.

2. TC will establish the base price per litre for regular unleaded gasoline based on the March 2015 average monthly price for Ottawa shown on the [Natural Resources Canada Average Retail Prices for Regular Gasoline Historical Report](#). This base price will be used for the duration of the contract.
3. Vendor will subtract the TC base price from the monthly price for the month being invoiced (e.g. April 2015) for Ottawa from the Natural Resources Canada historical report to determine the basic surcharge for the month, and multiply the surcharge times the number of litres used for that month. This amount will be added to or subtracted from the invoice. Only the amount of the surcharge may be added, as the base price for fuel is to be included in the driver + vehicle rate.

Example 1:

TC base price (March 2015)	= \$ 1.40 per litre regular unleaded
Average price for month	= \$ 1.43 per litre
Surcharge rate for month	= \$ 0.03 per litre
Fuel usage for month	= 520 litres (4,000 Kilometres)
<b>Surcharge amount</b>	<b>= \$ 15.60</b>

Example 2:

TC base price (March 2015)	= \$ 1.40 per litre regular unleaded
Average price for month	= \$ 1.37 per litre
December surcharge rate	= \$-0.03 per litre
December fuel usage	= 520 litres (4,000 Kilometres)
<b>Surcharge amount</b>	<b>= \$-15.60</b>

## 7.0 SERVICE STANDARDS AND GUIDELINES

In providing services the contractor shall abide by the norms, standards, policies and guidelines set forth by Transport Canada.

- a) Upon award of the contract Transport Canada shall provide the contractor with the specific schedules for individual runs and times for the various categories of service.

**Table 7.1**

<b>Internal</b>	<b>External</b>
9:30 and 13:00	7:00, 8:30, 9:00, 10:00, 10:30, 11:00, 12:00, 13:00, 13:30, 14:30, 15:00

*Note: As discussed throughout these Terms of Reference, these scheduled runs and times shall be viewed as dynamic, subject to change as circumstances require, with changes being initiated by both the contractor and Transport Canada.*

- b) In providing services the contractor's staff shall abide by the standards, policies and guidelines as set forth in various manuals and directives that will be made available to the contractor. These will be made available upon award of the contract and will include, but will not necessarily be limited to:
  - I. [Section 1 & 3.7 of TP 2331](#) (Records Office Procedures Manual);
  - II. [Form n° 26-0762 \(1004-01\)](#) (Authorization to use courier Company or Canada Post Service – Civil Aviation HQ);
  - III. [Parts 1&2 \(Canada Postal Guide\)](#); and
  - IV. [RCMP G1-024 Control Access - Physical Security Guide - Lead Agency Publication](#);
  - V. [RCMP – Responding to Suspicious Mail - Guidelines](#)
  - VI. [RCMP – Identifying Suspicious Mail – Canadian Bomb Data Centre - Guideline](#)

*Bidders may inspect these manuals on January 27, 2015 see Appendix H for more information*

- c) The contractor's staff, when providing service, shall wear clothes identifying the company and other apparel that are clean and suitable for a business environment, and they shall adhere to the required standards of cleanliness and hygiene.
- d) Any individual while performing his or her daily service shall not conduct any service, of any kind, for any other company or organization unless expressly approved by Transport Canada.
- e) While backups for messengers and driver are required for reasonable absences (e.g. sick leave, holidays), substitution of backups will not be allowed for situations where the contractor needs temporary help on another contract independent of Transport Canada unless by prior written arrangement with TC. Such practices directly affect the quality of service and shall not be permitted.

## **8.0 SECURITY REQUIREMENTS**

- a) The contractor's staff must observe security regulations at all times while conveying, preparing, or remitting items, and ensure that classified material is handled in accordance with security directives;
- b) Proposed contractor staff, before coming on-site to provide any service, will be required to pass a secret check. **Contractor staff must possess a secret clearance confirmed by TC Security;**
- c) The contractor's staff, when on-site, must carry special identification cards, which Transport Canada will obtain for them.

## **9.0 INSURANCE REQUIREMENTS**

- a) The contractor shall, at all times during execution of the contract, maintain sufficient public liability and property damage insurance against personal injuries and loss or damage of the property to fully cover the contractor's liabilities to any person. The insurance provided under this policy shall include coverage for all risks associated with the activities of the contractor. Coverage shall be \$2,000,000 (Two million dollars) with not more than \$1,000 (one thousand dollars) deductible;
- b) The contractor shall maintain a 3-D (dishonesty, disappearance and destruction) employee policy. Coverage shall be \$10,000 (ten thousand dollars) with a \$ 0 (zero or nil) deductible;
- c) The driver must have been personally bonded for a minimum amount of 10 000 \$;
- d) Policies for All Risk shall be jointly in the name of the contractor and Her Majesty the Queen. The proceeds of such insurance shall be payable only to Her Majesty the Queen in right of Canada;
- e) The vehicle shall be insured for operation in the National Capital Region (i.e. provinces of Ontario and Quebec). Proof of valid insurance shall be carried in the vehicle; and
- f) Immediately following notification of contract award and preceding the start of any on-site work, the contractor shall have his insurance broker(s) provide written confirmation that the insurance and bonding required herein is in force. The contractor will have his insurance broker(s) provide written confirmation at renewal, change of provider, or if changes are made to the policy that would reduce the coverage below the minimums required by this contract;

## **10.0 TRAINING**

- a) At the start of the contract Transport Canada will assist the contractor in all aspects of providing service. This start up period shall consist of 20 working days (about one calendar month); and
- b) After the initial start up period, the contractor shall be responsible for undertaking all training of its staff. If, for any reason, a staff member must be replaced, the contractor is responsible for providing a replacement that is adequately trained the first day he or she provides billable messenger, Shippers / Mail Processors, driver, or on-site Team Leader services.

## **11.0 TERM OF CONTRACT**

- a) The contract will be awarded for a fixed period of 3 years with the option for two (2) one year extensions and the anticipated start date would be April 1, 2015.

- b) The successful bidder will be notified of contract award at least four weeks prior to the April 1, 2015 start date to enable pre-startup activities including: confirming Secret Clearances, proof of insurance, licensing, orientation and training have been satisfactorily completed. Costs incurred during this period are the responsibility of the contractor and will not be billed to Transport Canada.
- c) A meeting between the TC representatives and the Contractor representatives shall be setup as soon as possible after contract award notification to introduce the participants and to initiate discussions on the transition process.

## 12.0 COSTING AND INVOICING

12.1 Monthly invoices are to be submitted by the contractor. The invoice will be based on the actual number of hours provided during that month multiplied by the appropriate fixed unit price established for each year of the contract and for each category of service. Timesheets for the period covered must be included with each invoice.

The final invoice(s) for each TC fiscal year (April 1 through March 31) must be received within 5 working days of March 31 of that calendar year to meet TC fiscal year end accounting deadlines.

*Note: The fixed unit price for each year of the contract is based on the hourly dollar rate quoted in the cost proposal, for the particular year in question (i.e. first, second, or third year of the contract). A fixed hourly rate is to be quoted for each of:*

- a Team Leader;
- a messenger;
- a shipper/Mail Processor;
- a driver and vehicle.

12.2 In order to synchronize the contract with Transport Canada's fiscal year budgeting, the bidder's financial proposal shall specify the rates for each of the following six periods.

- i. April 1, 2015 through March 31, 2016
- ii. April 1, 2016 through March 31, 2017
- iii. April 1, 2017 through March 31, 2018
- iv. April 1, 2018 through March 31, 2019 (Option 1)
- v. April 2, 2019 through March 31, 2020 (Option 2)

Details are provided in Cost Proposal/Offer of Services document sent out with these Terms of Reference.

12.3 The contractor will also be responsible for maintaining logs or records supporting the hours charged, which must be produced upon request.

12.4 The estimates and amounts paid are on the basis of providing service seven and one-half hours per day for messengers, Shippers/Mail Processor Services and the Team Leader. The driver is based on eight hours per day.



12.5 Service may be required for additional hours other than those specified above. Additional payment for this will be based on the applicable tendered fixed hourly rates, for the particular year in question. Authorization to work additional hours must be obtained from the Chief, Corporate Records and Mail Management Division prior to the work being performed.

12.6 The fixed hourly rates include all expenses of the contractor, including but not limited to costs of salaries, benefits, vehicle, licenses, fuel, maintenance, parking, and last but not necessarily least, those infra-structure costs that will ensure adequate training is given, proper back-up is maintained, and so on.

### **13.0 INSPECTION OF WORK AND DEPARTMENTAL REPRESENTATIVE**

All work performed, and services provided, will be to the satisfaction of and subject to acceptance by the departmental representative, namely, the Chief, Records and Mail Management. The departmental representative may delegate some or all of this authority.

### **14.0 TRANSPORT CANADA RESPONSIBILITIES**

14.1 Transport Canada will supply functional and operational guidance to the contractor in the performance of services, including providing the detailed schedules and operating manuals required for each messenger, messenger/mail processor and driver.

14.2 Transport Canada will make available, and maintain, the requisite equipment and materials (except vehicle and any item associated with a vehicle) necessary to provide the service, including:

- i. sorting and mailing equipment;
- ii. delivery carts for internal use;
- iii. forms, paper and computers.

14.3 Additionally, Transport Canada will provide a workstation commensurate with the needs of the Team Leader.

### **15.0 CHANGES AND ADJUSTMENTS TO CONTRACT**

15.1 The established schedules and runs are to be viewed as dynamic and will be subject to change as a result of departmental decisions taken by the departmental representative. This may also include recommendations made by the contractor about improving service.

15.2 The contractor shall be informed by the departmental representative when such changes affect the established pattern for service delivery. Minor changes will be arranged directly with the Team Leader. Major changes affecting the established pattern for service delivery shall be directed to the contractor.

**Note:** Twenty working days; advance notice will be given.

15.3 When such changes demonstrably increase (or decrease) the time required to perform the scheduled runs and/or related services then the additional (or decreased) time anticipated for such a change shall be determined through negotiations with the contractor. These negotiations may affect the number of personnel required to deliver the services but shall not affect the rates charged, which will continue to be those quoted by the contractor for the particular year under consideration. These changes shall be confirmed in writing.

15.4 It is important to note that Transport Canada's organizational structure may undergo changes during the term of this contract. Any changes may have a direct impact on the size and number of persons working for the department along with the internal and external delivery service required.

## **16.0 Replacement Personnel**

16.1 If during the term of the contract it becomes necessary to replace the Team Leader or any other resources, the Contractor must provide a replacement of equal or superior qualifications deemed acceptable by the Chief, Corporate Records and Mail Management Division.

16.2 The resource must be capable of performing at a level of competence deemed acceptable by the Chief, Corporate Records and Mail Management Division or his/her delegate. Should the resource be deemed unsuitable, the Chief, Corporate Records and Mail Manager may request a replacement by verbally contacting the contractor and then following up with written notice. The contractor shall have one (1) week from receipt of verbal notice to provide a replacement.

16.3 The Team Leader is responsible for ensuring that all of the other contractor personnel assigned meet the terms of this contract.

16.4 As noted in section 8.0 Security Requirements, Contractor staff including replacement personnel will not work on this contract until their secret clearance has been confirmed by TC Security;

## **17.0 ADHERENCE TO GOVERNMENT POLICIES**

The contractor shall adhere to all relevant federal government legislation, directives, standards, policies and guidelines where applicable.

## **18.0 PROPOSAL REQUIREMENTS**

- a) Based on existing operations and workloads, and as discussed in the objectives, the contractor shall prepare a proposal based on providing:
  - i. 3 messengers;
  - ii. 2 Shippers/Mail Processor Services;
  - iii. 1 driver and 1 vehicle; and
  - iv. 1 Team Leader to lead the overall operation.

b) The evaluation of the proposal will be based on three major factors:

- i. Capability and Capacity of the Firm
- ii. Approach Proposed and the Management of the Service
- iii. Adequacy of Proposed Resources

The information to be provided for each of these major factors is outlined below.

### **18.1 Capability and Capacity of the Firm**

#### **a) General Experience of Firm**

Describe the history of the firm, including the company's mission, business values and future directions.

#### **b) Related Experience**

Provide the following information on projects or contracts of a similar nature to the one described herein giving:

- i. title and scope of work;
- ii. individual responsibilities on the contract
- iii. experience in providing courier services to governmental institution;
- iv. experience in providing courier services in an office space environment (see definition here below)
- v. the firm's responsibilities on the contract; and
- vi. client references and telephone numbers.

Definition:

“Office Space Environment”: office space environment is a room of rooms in a building that provide a suitable environment for office operations.

#### **c) Ability to Recruit and Retain Personnel**

Demonstrate the firm's recruitment practices with special emphasis on its plans to recruit and retain personnel for the proposed contract as well as the demonstration on how the firm anticipates to replace an employee who would for any reason need to be absent for a limited period of time. E.g. holidays, illness, injury etc.

### **18.2 Approach Proposed and the Management of the Service**

#### **a) Understanding of the Requirement**

In a specific section of the proposal, demonstrate the firm's clear understanding of the need, objectives and scope of work. In doing so, the firm should discuss the significant risk factors and show how they can be removed. The proposal should itemize the firm's agreement and compliance to the requirements in these Terms of Reference.

b) Quality of the Proposal

The firm's proposal should be clear and comprehensive and organized so that the evaluation team can relate the contents easily and directly to the evaluation factors outlined in this section.

c) Short Term Continuity of Service

Show how short term continuity of service will be maintained (e.g. how will planned/unplanned absences or illness be handled, how backup for a truck will be handled?) This should be done for each category of service. As well, describe mechanisms for management communication when the Team Leader is not on-site during certain hours of the day.

d) Long Term Continuity of Service

Show how long term continuity of service will be maintained (e.g. what incentives and strategies will be in place to minimize staff turnover and dissatisfaction?).

e) Administrative Capability

The firm should demonstrate its ability to maintain accurate logs and records of hours worked on a monthly basis, plans to invoice, and how it will deal with general paper flow surrounding the contract.

f) Training

Demonstrate how the company plans to train its staff after the initial training period with Transport Canada. This demonstration should include not only the task-relevant training, but also training for such items as dress codes, inter-personal skills, and so on.

g) Quality Assurance

The approach taken to providing a quality delivery service is paramount. While the approach taken on the other factors will directly affect this factor, a special section of the proposal should address the approach the firm will take to quality assurance.

h) Start-Up Strategy

The startup will be a significant undertaking. Demonstrate how the firm plans to deal with the start-up and transition phase.

i) Reference Checks

The bidder will provide two (2) references (i.e. Company name, Company location, Contact person, phone number) from current or previous clients for which the bidder supplied similar services to those requested in this RFP for a period of not less than 12

months. Transport Canada reserve the right to contact the references in order to validate the information provided in the Firm's proposal.

### **18.3 Adequacy of Proposed Resources**

#### **18.3.1 Proposed Team Leader**

The contractor should propose a specific individual for the Team Leader. A résumé for the person proposed should clearly indicate that the qualifications of the person meet the following requirements:

- a) Be fluently bilingual (English and French);
- b) Possess the demonstrated team leading capabilities and scheduling experience to be able to lead 6 people, with a record of past positions involving one or more of the following:
  - i. Line management (formal and long term direct supervision of staff);
  - ii. Staff management (acting as an advisor/consultant);
  - iii. Project management (fixed resources ending at a specific time),or;
  - iv. Matrix management (various hybrids of the above).
- c) Demonstrate strong interpersonal skills and flexibility in a position that involves extensive coordination and discussion with Transport Canada officials and representatives;
- d) Be able to lead and motivate people;
- e) Be able to administer and manage the full range of reporting, mail processing equipments and activities associated with providing a quality service and;
- f) At least two work references with up-to-date telephone numbers to validate the information described in the résumé.

**Note:** The department reserves the right to interview the proposed Team Leader before the contract is awarded.

#### **18.3.2 Proposed Alternate Candidate – Team Leader**

The contractor should propose an alternate candidate for the Team Leader. A résumé for the person proposed should clearly indicate that the qualifications of the person meet the following requirements:

- a) Have the same qualifications as the messenger & Mail Processor; and
- b) Have experience working in a mailroom environment;
- c) at least two work references with up-to-date telephone numbers to validate the information described in the résumé.

**Note:** The department reserves the right to interview the proposed alternate Team Leader before the contract is awarded.

### 18.3.3 Messengers & Shippers/Mail Processor Services

The contractor must demonstrate the ability to supply qualified messengers and Shippers/Mail Processor Services.

The proposed Messengers & Shippers/Mail Processors must:

- a) Have a working knowledge of, and be able to express oneself verbally, and in writing, in one of the official languages (English or French);
- b) Be physically fit and have the capacity for: continual walking and standing, and being exposed to year-round weather conditions;
- c) Be able to lift loads of up to 30 kilograms on a regular basis;
- d) Be able to operate an inbound/outbound courier system and outbound mail equipment/mail management shipping system, be able to sort mail and fill in the prescribed written and/or electronic forms (e.g. transmittal slips, courier slips, bills of lading and logbooks);

### 18.3.4 Driver

The contractor must demonstrate the ability to supply a qualified driver. The term qualified is based on direct experience performing the job, years of related experience and a good driving record. A graduated license is not acceptable. The Driver must also:

- a) Have the same qualifications as the messenger & Mail Processor; and
- b) Possess a valid driver's license. A graduated license is not acceptable.

### 18.3.5 Vehicle

#### Physical Requirements

A separate vehicle is required for the driver. Should the contractor's vehicle breakdown, a replacement vehicle acceptable to the departmental representative shall be provided on-site, within one-hour.

Vehicle must:

- a) be a visibly presentable late model (2013 or newer) closed-in van or pick-up truck in which material cannot be viewed from outside the vehicle;
- b) be in good working condition, mechanically sound and meet vehicle safety and provincial inspection requirements;
- c) comply with the Royal Canadian Mounted Police Guide for High Security Carrier Service [http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/page\\_0082\\_e.htm](http://www.rcmp-grc.gc.ca/physec-secmat/res-lim/pubs/seg/html/page_0082_e.htm)

and the Treasury Board Secretariat “Operational Security Standard on Physical Security”.

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12329&section=text#Security>

- d) have lockable cargo areas capable of carrying load factors up to and including 900 kilograms;
- e) vehicle must be capable of entering and exiting underground parking facilities at Place de Ville, which has a maximum clearance of 1.77 meters (6.0 feet), or if this is not possible; the contractor must provide assurance that materials conveyed from the street are secure at all times and protected from damage (e.g. items getting wet if it is raining).

**BASIS OF PAYMENT**

**TO BE PROVIDED AT CONTRACT AWARD**



GENERAL LIST OF ORGANIZATION SERVICED  
BY MESSENGER SERVICES

Institution	Building	Location	Area
Canada Post		1424 Sandford Fleming Avenue	
Citizenship and Immigration Canada	Phase III Place du Portage	11 Laurier Street	Gatineau, Quebec
Canadian Security Intelligence Service		1941 Ogilvie Road	
Justice Canada		255 Albert Street	
Library and Archives Canada	Building 15	Bldg 15, Tunney's Pasture	Tunney's Pasture
Privy Council Office		11 Metcalfe Street	
Royal Canadian Mounted Police		1200 Vanier Parkway	
Transport Canada		275 Slater Street (Records Office)	
Transport Canada		80 Noel Street	Industrial Park (Gatineau, QC)
Transport Canada		331 Laurier Street	Transportation Appeal Tribunal
Transport Canada	Constitutional Square Building	350 Albert Street	
Transport Canada		200 Comet Private	Ottawa Airport Area
Transport Canada		1000 Airport Parkway	Ottawa Airport Area
Transport Canada		39 Camelot Street	Ottawa Airport Area
Transport Canada		1451 Coldrey Avenue	Ottawa Airport Area
Transport Canada		1600 Tom Roberts	Ottawa Airport Area
Transport Canada	Minto Plaza	427 Laurier Street	
Transport Canada	Minto Plaza	180 Kent Street	
Transport Canada		2655 Lancaster Road	
Treasury Board Secretariat	Esplanade Laurier	300 Laurier Street	

# **SECURITY REQUIREMENTS CHECK LIST**

## **SRCL**



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

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SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction	
Transport Canada		Corporate Services / Information Management Services	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Successful bidder will provide Transport Canada with internal and external mail and messenger services.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non ☐ Oui
- If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes  
Non ☐ Oui
- Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ    | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input checked="" type="checkbox"/> SECRET<br>SECRET | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET  | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS      |   |  |  |

Special comments:

Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes  
Non ☐ Oui
- If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté? ☐ No ☐ Yes  
Non ☐ Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non ☐ Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes  
Non ☐ Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes  
Non ☐ Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes  
Non ☐ Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes  
Non ☐ Oui

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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No  
Non

☐ Yes  
Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat T8080-140296
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Michel Legendre		Title - Titre Chief, Records and Mail Services	Signature 
Telephone No. - N° de téléphone 613-949-4646	Facsimile No. - N° de télécopieur 613-991-0854	E-mail address - Adresse courriel michel.legendre@tc.gc.ca	Date 19.11.2014
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées) Michael Sutherland		Title - Titre Chief, IM/IT Security	Signature 
Telephone No. - N° de téléphone 613-990-5531	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel michael.sutherland@tc.gc.ca	Date 19.11.2014
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées) Claude Gormier		Title - Titre Contracting Officer	Signature 
Telephone No. - N° de téléphone 613-993-8680	Facsimile No. - N° de télécopieur 613-991-0854	E-mail address - Adresse courriel claud.gormier@tc.gc.ca	Date 15 Dec 2014
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

## APPENDIX “K”

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR <b>Corporate Records and Mail Management Services Divison</b>
NUMBER - NUMÉRO <b>T8080-140296</b>
DATE DUE – DÉLAI 2 <sup>nd</sup> February, 2015 HRS (2:PM) OTTAWA TIME

# TENDER – SOUMISSION

## TENDER RECEPTION

Transport Canada  
Business Centre Ground Floor  
Place de Ville Tower "C"  
330 Sparks Street  
Ottawa, Ontario (K1A 0N5)