



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

**Canada Revenue Agency
Agence du revenu du Canada**

Proposal to: Canada Revenue Agency

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

Proposition à : l'Agence du revenu du Canada

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

Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)

Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)

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

Name /Nom

Title/Titre

Signature

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

(____) _____

Telephone No. – No de téléphone

(____) _____

Fax No. – No de télécopieur

E-mail address – Adresse de courriel

**REQUEST FOR PROPOSAL /
DEMANDE DE PROPOSITION**

Title – Sujet Folder Inserters	
Solicitation No. – No de l'invitation 1000328006	Date December 30, 2015
Solicitation closes – L'invitation prend fin on – le February 9, 2016 at – à 2:00 P.M. / 14 h	Time zone – Fuseau horaire EST Eastern Standard Time
Contracting Authority – Autorité contractante Name – Nom Kevin Hailemariam Address – Adresse 250 Albert Street, 8 th Floor, Ottawa, ON K1A 0L5 E-mail address – Adresse de courriel – Kevin.Hailemariam@cra-arc.gc.ca	
Telephone No. – No de téléphone 613-946-0790	
Fax No. – No de télécopieur 613-957-6655	
Destination - Destination See herein / Voir dans ce document	



Request for Proposal (RFP)

Title: Folder Inserters

PART 1 GENERAL INFORMATION

1.1. Introduction

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

Part 1	General Information: provides a general description of the requirement;
Part 2	Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;
Part 3	Proposal Preparation Instructions: provides bidders with instructions on how to prepare their bid;
Part 4	Evaluation and Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
Part 5	Certifications: includes the certifications to be submitted with the bid and before contract award
Part 6	Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

Appendices

Appendix 1: Mandatory Criteria

Appendix 2: Financial Proposal

Appendix 3: Certifications required to be submitted at time of bid closing.

Appendix 4: Certifications required to be submitted prior to contract award

Annexes

Annex A: Statement of Requirements (SOR)

Annex B: Basis of Payment

1.2. Summary

The Canada Revenue Agency (CRA) seeks to enter into a Contract with a single Contractor for:

- the supply, delivery, and installation of five (5) Folder Inserters, to the locations outlined in section 3.1 of Annex A – Statement of Requirements, on or before March 31, 2016;
- the supply, delivery, and installation of additional Folder Inserters (including the option of enabling Optical Mark Recognition) on an “as and when requested” basis to CRA locations across Canada; and
- the provision of Extended Maintenance Services, for Folder Inserters provided by the Contractor, on an “as and when requested” basis,

all in accordance with Annex A: Statement of Requirements.

The period of any resulting contract will be for three (3) years with three (3) additional one (1) year option periods.

SUSTAINABLE DEVELOPMENT

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

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

- Carrying out its mandate in a manner consistent with the principles of sustainable development (SD) and to promote SD opportunities and obligations with respect to economic growth, social well-being, and a healthy



environment. Opportunities and cooperative efforts related to SD will be supported and encouraged throughout the contract period; and

- The purchase of green products and services that are of equal or better performance and quality where available and cost effective.

It is the policy of the CRA to:

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

Contractors are encouraged to identify the way that their products and/or services benefit the environment and align with the CRA Sustainable Development Strategy which can be found at <http://www.cra-arc.gc.ca/gncy/sstnbl/menu-eng.html>

1.3. Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
DDP	Delivered Duty Paid
Proposal	A solicited submission by one party to supply certain goods or services. The word “proposal” is used interchangeably with “bid”
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency
Environmentally Preferable	Products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. The comparison may consider raw materiel acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re-use of the product or service.
Green Product	A product that is less harmful to the environment throughout its lifecycle than the next best alternative, having characteristics including, but not limited to the following: <ul style="list-style-type: none"> • Recyclable - local facilities exist that are capable of recycling the product at the end of its useful life; • Biodegradable - will not take a long time to decompose in landfill; • Contains recycled material (post-consumer recycled content preferred); • Minimal packaging (take-back and reuse/recycling by the supplier preferred);



TERM	DEFINITION
	<ul style="list-style-type: none">• Reusable and/or contains reusable parts;• Contains no or minimal hazardous substances;• Produces fewer and/or less polluting by-products during manufacture, distribution, use and disposal;• Produces the minimal amount of hazardous substances during production; use and disposal;• Makes efficient use of resources - a product that uses energy, fuel or water more efficiently or that uses less paper, ink or other resources; and/or• Durable - has a long economically useful life and/or can be economically repaired or upgraded.
Sustainable Development	An internationally recognized concept that embodies social, economic and environmental dimensions. It recognizes the fact that a healthy economy contributes to quality of life, which are both critically dependent on the protection of air, land, water and ecosystems that these resources support. The concept is intergenerational, ensuring that the actions of one generation do not compromise the ability of future generations to have an equal quality of life.

1.4. Debriefings

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



PART 2 BIDDER INSTRUCTIONS

2.1. Mandatory Requirements

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

Failure to comply or demonstrate compliance with a mandatory requirement will render the bid non-responsive and the bid will receive no further consideration.

2.1.1. Signatures

Bidders MUST sign Page 1 (front page) of the Request for Proposal and any certifications identified in Appendix 3.

2.2. Standard Instructions, Clauses and Conditions A0000T (2012-07-16)

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

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

The standard instructions and conditions 2003 (2014-09-25) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

2.2.1. Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2014-09-25) are revised as follows.

Section 01 titled “Integrity Provisions– Bid”, is revised as follows:

Subsection 1 is hereby deleted in its entirety and replaced with: Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract.

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

Section 02 titled “Procurement Business Number”, is hereby deleted in its entirety and replaced with: Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>.



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

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

Section 05 titled "Submission of Bids" paragraph 4, delete sixty (60) days and replace with ninety (90) days.

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

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

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

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

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

17 Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a contractual joint venture shall clearly indicate in their bid submission (in Appendix 3) that they are bidding as a contractual joint venture and shall provide the following information.

- a) the name of the contractual joint venture;
- b) the name of each member of the contractual joint venture;
- c) the Procurement Business Number of each member of the contractual joint venture;
- d) a certification signed by each member of the joint venture representing and warranting:
 - (i) the name of the joint venture (if applicable);
 - (ii) the members of the joint venture;
 - (iii) the Business Numbers (BN) of each member of the joint venture;
 - (iv) the effective date of formation of the joint venture;
 - (v) that the joint venture continues to be in effect as of the date of the bid submission; and
 - (vi) that each member of the joint venture has appointed and granted full authority to the specified member of the joint venture (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award (if the joint venture is awarded a contract), including but not limited to Contract Amendments and Task Authorizations.
- e) the name of the representative of the joint venture (the "Lead Member"), i.e. the member chosen by the other members to act on their behalf.

2. If the above information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

3. Notwithstanding that the joint venture members have appointed one of the members of the joint venture to act as the representative of the joint venture, the bid including any certifications to be submitted as part of the bid, as well as any resulting contract must be signed by all the members of the joint venture.

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



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

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

2.3. Submission of Proposals

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

BIDDERS ARE TO SUBMIT PROPOSALS TO:

Canada Revenue Agency
Bid Receiving Unit
Ottawa Technology Centre
Receiving Dock
875 Heron Road, Room D-95
Ottawa, ON K1A 1A2
Telephone No: (613) 941-1618

Bidders are hereby advised that the Bid Receiving Unit of CRA is open Monday to Friday inclusive, between the hours of 0730 and 1530, excluding those days that the federal government observes as a holiday.

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

2.4. Communications - Solicitation Period SACC A0012T (2014-03-01)

All enquiries must be submitted to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.



2.5. Applicable Laws SACC A9070T (2014-06-26)

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

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

2.6. Terms and Conditions

The Bidder hereby certifies compliance with and acceptance of all of the articles, clauses, terms and conditions contained or referenced in this Request for Proposal (RFP) and Statement of Requirements (SOR). Any modifications or conditional pricing by the bidder, including deletions or additions to the articles, clauses, terms and conditions contained or referenced in this RFP and/or SOR document will render the bid non-responsive and the bid will receive no further consideration.



PART 3 PROPOSAL PREPARATION INSTRUCTIONS

3.1. Bid – Number of Copies CRA MODA0055T (2007-11-30)

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

Section I: Technical Bid (3 hard copies and 1 soft copy on CD, DVD, or USB)

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the Work.

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

Section II: Financial Bid (1 hard copy and 1 soft copy on CD, DVD, or USB)

Bidders must submit their financial bid in accordance with the format outlined in Appendix 2: Financial Proposal. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications (1 hard copy)

Bidders must submit the certifications required under Part 5.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

3.2. Bid Format and Numbering System CRA MODA0054T (2007-11-30)

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

- a. Use 8.5 inch x 11 inch (or equivalent metric dimensions) bond paper;
- b. Use recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- c. avoid the use of colour and glossy formats
- d. use a numbering system corresponding to that of the bid solicitation;
- e. include the certification as a separate section of the bid.



PART 4 - EVALUATION AND SELECTION

4.1. General

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

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

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

4.2. Steps in the Evaluation Process

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

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

Bids will be ranked in accordance with the Selection Methodology.

Step 1 – Evaluation against Mandatory Criteria

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

Step 2 – Evaluation against Point-Rated Criteria

Point-rated criteria do not apply to this requirement.

Step 3 – Evaluation of Financial Proposals

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 2: "Financial Proposal". Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4. Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 2: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.



Step 4 – Basis of Selection

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

Step 5 – Conditions Precedent to Contract Award

The Bidder recommended for award of a Contract must meet the requirements provided in Appendix 4 “Certifications” of this RFP.

Step 6 – Contract Entry

The Bidder with the highest ranked responsive bid and meeting all the requirements listed above will be recommended for award of a contract.



PART 5 - CERTIFICATIONS

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

The Certifications listed in Appendix 3 must be completed and submitted with the bid. Failure to submit the Certifications listed in Appendix 3 will render the bid non-compliant and the bid will receive no further consideration.

5.1. Employment Equity

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

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

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

The Bidder must provide the Contracting Authority with a completed [Federal Contractors Program for Employment Equity - Certification](#) (found in Appendix 4), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



APPENDIX 1 MANDATORY CRITERIA

Evaluation Procedures

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. Bids failing to demonstrate compliance to ALL mandatory requirements will be considered non-responsive and the bid will receive no further consideration.

Mandatory Technical criteria

Bids will be evaluated in accordance with all the mandatory evaluation criteria detailed below. The Bidder must provide supporting documentation in its proposal as requested by CRA, in order to demonstrate that each technical mandatory requirement has been met. To assist with the evaluation process, it is preferred that the Bidder complete the table included below, to indicate where in its proposal the information can be located. Bids that fail to meet all mandatory requirements will be declared non-responsive and the bid will receive no further consideration.

	Mandatory Criteria	Page # of proposal where the bidder demonstrates compliance
a.	The Folder Inserter must complete up to 4300 inserts an hour of single 8.5" x 11" pages into the following types of envelopes: <ul style="list-style-type: none"> • TL10E – 8 3/4" x 3 7/8" • T1087 – 9 3/8" x 4 1/4" • T67A – 4 1/8" x 9" 	
b.	The Folder Inserter must perform tip to tip sealing.	
c.	The Folder Inserter must be able to fold a minimum of eight (8) sheets of paper at once.	
d.	The Folder Inserter must have a minimum of four (4) sorting options and four (4) folding options.	
e.	The Folder Inserter must fold and insert 8 1/2" x 11" sized documents into multi sized envelopes (up to 9 3/8" x 5 3/4").	
f.	The Folder Inserter must have the ability to do double document detection, and automatic document measurement before inserting, to ensure that envelopes are not double stuffed	
g.	The Folder Inserter must sustain continued use for up to five (5) hours a day.	
h.	The Folder Inserter must be ready to use and be operational within five (5) minutes of power ON.	
i.	The Folder Inserter must be able to do a trial piece before running a new job to confirm accuracy.	
j.	The Folder Inserter must be able to perform an average of 95,000 inserts per month	
l.	The console/table must be stable, level and properly support the full size and weight of the Folder Inserter to ensure it is fully functional. It must also have the ability to be mobile to allow for maintenance work and to make sure letters or documents that may fall in behind the equipment can be easily recovered.	
o.	The Folder Inserter feeder must hold a minimum of 725 sheets of paper	
p.	The Folder Inserter stacker must hold a minimum of 1000 envelopes.	



APPENDIX 2 FINANCIAL PROPOSAL

Table 1: Firm Requirement

Bidders must quote a firm all-inclusive unit price in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (locations outlined in section 3.1 of Annex A), for the supply, delivery, and installation of five (5) Folder Inserters in accordance with section 3.1 of Annex A: Statement of Requirements.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (locations outlined in section 3.1 of Annex A) Incoterms 2010 for shipments from a commercial supplier.

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

Item	Quantity	Firm All-Inclusive Unit Price	Extended Cost
A	B	C	D (=B*C)
Folder Inserter	5	\$ _____	=
Evaluated Price=			Sum of Column D

Table 2: Additional Folder Inserters

Bidders must quote firm all-inclusive unit prices in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (CRA locations across Canada), for the supply, delivery, and installation of additional Folder Inserters (including the option of enabling Optical Mark Recognition) in accordance with section 3.2 of Annex A: Statement of Requirements.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (CRA locations across Canada) Incoterms 2010 for shipments from a commercial supplier.

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

Item	Estimated Quantity (for evaluation purposes only)	Firm All-Inclusive Unit Price	Extended Cost
A	B	C	D (=B*C)
Folder Inserter	12	\$ _____	=
Option of enabling Optical Mark Recognition	3	\$ _____	=
Evaluated Price=			Sum of Column D

Note: The firm all-inclusive unit price for “Option of enabling Optical Mark Recognition” shall represent the cost of enabling Optical Mark Recognition on one (1) folder inserter.

Note: The Estimated Quantities in the Table 2 are simply an estimate for evaluation purposes. These figures do not represent a guaranteed order quantity, a lot size of any kind, or any other commitment to purchase additional folder inserters (including the option of enabling Optical Mark Recognition) in any quantity. If the CRA purchases additional quantities, the specific order quantity will be decided by the CRA’s discretion and included in a Task Authorization signed by the Contracting Authority.

Table 3: Extended Maintenance Services

Bidders must quote a firm all-inclusive annual rate in Canadian funds, taxes extra as applicable, for the provision of Extended Maintenance Services in accordance with section 3.3 of Annex A: Statement of Requirements.

Item	Estimated Quantity	Firm All-Inclusive Annual Rate	Extended Cost
A	B	C	D (=B*C)
Extended Maintenance Services (12 month extension)	61	\$ _____	=
Evaluated Price=			Sum of Column D



Note: The firm all-inclusive annual rate for Extended Maintenance Services shall represent the cost of extended Maintenance Services on a single Folder Inserter for an additional 12 months.

Note: The validity end date of Individual Task Authorizations cannot exceed the end date of the Contract period. The Bidder agrees that the firm all-inclusive annual rate for Extended Maintenance Services shall be pro-rated during the final year of the Contract to reflect the actual number of months remaining until the end date of the Contract.

Note: The Estimated Quantity in the Table 3 is simply an estimate for evaluation purposes. This figure does not represent a guaranteed order quantity, a lot size of any kind, or any other commitment to purchase Extended Maintenance Services in any quantity. If the CRA purchases Extended Maintenance Services, the specific order quantity will be decided by the CRA's discretion and included in a Task Authorization signed by the Contracting Authority.

Bid Evaluation Price

The Bid Evaluation Price will be calculated as the sum of the Evaluated Price from Tables 1, 2, and 3.



APPENDIX 3 CERTIFICATIONS REQUIRED TO BE SUBMITTED AT TIME OF BID CLOSING

Joint Venture Certification

Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

- (a) The bidding entity is a contractual joint venture in accordance with the following definition. A "contractual joint venture" is an association of two or more parties who have entered into a written contract in which they have set out the terms under which they have agreed to combine their money, property, knowledge, skills, time or other resources in a joint business enterprise, sharing the profits and the losses and each having some degree of control over the enterprise.
- (b) The name of the joint venture is: _____(if applicable).
- (c) The members of the contractual joint venture are (the Bidder is to add lines to accommodate the names of all members of the joint venture, as necessary): _____
- (d) The Business Numbers (BN) of each member of the contractual joint venture are as follows (the Bidder is to add lines for additional BNs, as necessary): _____
- (e) The effective date of formation of the joint venture is: _____
- (f) Each member of the joint venture has appointed and granted full authority to _____ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the Contract issued subsequent to contract award, including but not limited to Contract Amendments and Task Authorizations.
- (g) The joint venture is in effect as of the date of bid submission.

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

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

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

Signature of an authorized representative of each member of the joint venture

(the Bidder is to add signatory lines as necessary):

_____ Signature of Duly Authorized Representative	_____ Name of Individual (Please Print)	_____ Legal Name of Business Entity	_____ Date
--	--	--	---------------

_____ Signature of Duly Authorized Representative	_____ Name of Individual (Please Print)	_____ Legal Name of Business Entity	_____ Date
--	--	--	---------------



APPENDIX 4 CERTIFICATIONS REQUIRED TO BE SUBMITTED PRIOR TO CONTRACT AWARD

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certification within the time frame provided will render the bid non responsive and the bid will receive no further consideration.

Integrity Provisions – Associated Information

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

Federal Contractors Program for Employment Equity – Certification

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)
Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC- Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR



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

Vendor Reporting Information

The following information should be provided to enable CRA compliance with paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.) and report payments made to contractors under applicable services contracts (including contracts involving a mix of goods and services) on a T1204 Government Service Contract Payments slip.

For the purpose of this clause:

“Legal Name” means the name of the company, corporation or other entity constituted as a legal person under which this person exercises its rights and performs its obligations.

“Operating Name” means the name that is legally protected and used in the course of its business by a company, corporation or other entity legally constituted as a legal person, or by the individual.

The Bidder is requested to provide the following:

Legal Name:

Operating Name:

Address:

Payment/T1204 Address (if different)

Payment address is same as above

City:

Province:

Postal Code:

Telephone:

Fax:

Type of Business (Select only one)

- Corporation
- Partnership
- Sole Proprietor
- Non-Profit
- US or International



Organization Co.

All registered companies (excluding Non-Profit organizations and US or International companies) must provide their Goods and Services Tax (GST) or Business Number (BN). Additional details on how to obtain a BN can be found at: <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/bn-ne/menu-eng.html>

If the services will be rendered by an individual, please provide the Social Insurance Number (SIN).

Goods and Services Tax (GST) Number:

Business Number (BN):

If a SIN number is being provided, the information should be place in a sealed envelope marked "Protected".

Social Insurance Number (SIN):

N/A Reason:

Note: If you select "N/A", then you must give a reason.

Date: _____

Name: _____

Signature: _____

(Signature of duly authorized representative of business)

Title: _____

(Title of duly authorized representative of business)



PART 6 MODEL CONTRACT

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

6.1. Revision of Departmental Name

Reference to the Minister of Public Works and Government Services or to Public Works and Government Services Canada contained in any term, condition or clause of the contract shall be interpreted as a reference to the Commissioner of Revenue or the Canada Revenue Agency, as the case may be, with the exception of the following clauses:

- a) Standard Clauses and Conditions;

6.2. Agency Restructuring

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

6.3. Requirement

6.3.1. Firm Requirement

The Contractor must supply, deliver, and install five (5) Folder Inserters to the locations outlined in section 3.1 of Annex A, on or before March 31, 2016, all in accordance with Annex A: Statement of Requirements (SOR).

6.3.2. As and When Requested Requirements

6.3.2.1. Additional Folder Inserters

The Contractor must supply, deliver, and install additional Folder Inserters (including the option of enabling Optical Mark Recognition), all in accordance with Annex A: Statement of Requirements, to CRA locations across Canada on an "as and when requested" basis.

6.3.2.2. Extended Maintenance Services

The Contractor must provide extend maintenance services, all in accordance with Annex A: Statement of Requirements, on Folder Inserters provided by the Contractor against this agreement, on an "as and when requested" basis.

6.4. Options

6.4.1. Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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.

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

6.5. Period of Contract

The period of the Contract is for three (3) year from Contract award.



6.6. Replacement Products

The Contractor certifies that all products provided under this contract will be available for a minimum six-year period from date of contract award.

It is understood that product models change over time; however, the Contractor must provide at least sixty (60) days advance notice to the CRA prior to any change of product or model. If a product or model is discontinued, the Contractor must provide a similar product or model which meets or exceeds the original mandatory specifications, at no additional cost to the CRA. At this time, the CRA reserves the right to evaluate the replacement product or model to determine their suitability and approve their use.

6.7. Task Authorization Process for As and When Requested Requirements

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

The CRA will authorize the Work with the Contractor by submitting a Task Authorization form, signed by the Contracting Authority and sent to the Contractor via facsimile or email.

Each Task Authorization will contain the following information:

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

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

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

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

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

6.8. Standard Clauses and Conditions SACC A000C (2012-07-16)

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
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A2000C Or A2001C	Foreign Nationals (Canadian Contractor) Foreign Nationals (Foreign Contractor)	2006-06-16 2006-06-16
A3015C	Certifications	2014-06-26
A9068C	Site Regulations	2010-01-11
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

6.9. General Conditions

2030 (2014-09-25) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

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

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

Section 23 titled “Confidentiality”,

Subsection 5 is hereby amended to delete Public Works and Government Services (PWGSC) and insert Canada Revenue Agency (CRA).

Subsection 6 is hereby amended to delete “PWGSC Industrial Security Manual and its supplements”, and insert “Security Requirements for the Protection of Sensitive Information” issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 22 remains unchanged.

Section 43 titled “Integrity Provisions- Contract”, subsection 1 is hereby deleted in its entirety and replaced with:

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

6.9.1. SUPPLEMENTAL GENERAL CONDITIONS

4001 (2013-01-28), Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

6.10. Security Requirements

Contractor personnel must be escorted at all times while on CRA premises.

6.11. Authorities

6.11.1. Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Kevin Hailemariam



Telephone Number: 613-946-0790
Fax Number: 613-957-6655
E-mail address: Kevin.Hailemariam@cra-arc.gc.ca

The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority.

6.11.2. Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.

Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

The Project Authority is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work.

6.11.3. Local Contact

The Local Contact is the representative of the department or agency for whom the Work is being carried out under the Contract. The Local Contact will be responsible for inspecting and accepting work at the destination.

The Local Contact will be identified in each Task Authorization issued to the Contractor.

6.11.4. Contractor's Representative

To be completed at the time of Contract award.

Name:
Address:
Telephone Number:
Fax Number:
E-mail Address:

6.12. Delivery

6.12.1. Firm Requirement

The Contractor must supply, deliver, and install five (5) Folder Inserters to the locations outlined in section 3.1 of Annex A, on or before March 31, 2016.

6.12.2. Additional Folder Inserters

The Contractor must deliver and install additional Folder Inserters within twenty-eight (28) calendar days from the time of request by the CRA.



6.13. Liquidated Damages SACC D0024C (2008-05-12)

If the Contractor fails to deliver the goods within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$500.00 for each calendar day of delay. The total amount of the liquidated damages must not exceed ten (10) percent of the contract price. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

6.14. Packaging and Shipping

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

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

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

6.15. Inspection and Acceptance

All deliverables under the Contract shall be subject to inspection and acceptance by the Local Contact at destination.

6.16. Basis of Payment

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

6.16.1. Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are _____ (insert "included", "excluded" or "subject to exemption") and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - when it is 75 percent committed, or
 - four (4) months before the contract expiry date, or
 - as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 - whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.



6.17. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all Work identified in the invoice is completed, with the exception of invoices for Extended Maintenance Services which will be invoiced annually in advance.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the Technical Authority of the Contract, identified under the section entitled "Authorities", for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority on an "as and when" requested basis as identified under the section entitled "Authorities" of the Contract.
 - c) One (1) copy must be forwarded to the local contact.
3. Each invoice must include the Task Authorization reference number.
4. The Contractor must invoice for each Task Authorization individually. The CRA will not accept consolidated billing.

6.18. Payment Process

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-09-25) forming part of the Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <http://www.cra-arc.gc.ca/E/pbg/tf/rc231/rc231-14e.pdf>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2030 General Conditions (2014-09-25) forming part of the Contract will not apply, until the Contractor corrects the matter.

6.18.1. Firm Requirement and Additional Folder Inserters

Payment will be made in accordance with H1001C – Multiple Payments (2008-05-12)

6.18.2. Advance Payment for Extended Maintenance Services

For the Extended Maintenance Services listed in Annex A, payment shall be made annually in advance for each individual year for the work by Canada within:

- a) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of this Contract; or
- b) thirty (30) days following the start date of the annual maintenance and support services period(s) specified herein.

whichever is later.

Advance Payments will not be subject late interest as per Article 19 – "Interest on Overdue Accounts", set out in 2030 General Conditions (2014-09-25) forming part of this Contract forming part of this Contract.



6.19. Refund to the Crown in the Event of Termination

Notwithstanding Article 32 of 2030 (2014-09-25), "Termination for Convenience", General Conditions – Higher Complexity - Goods, in the event of termination of services for which an advance payment has been made, charges up to the date of termination will be calculated by prorating on the basis of a twelve (12) month year and a thirty (30) day month, and the Contractor shall immediately refund to Canada the unliquidated portion of the advance payment and pay to Canada interest thereon, from the date of the advance payment to the date of the refund, at the discount rate of interest per annum set by the Bank of Canada and prevailing on the date of the advance payment, plus 1¼ percent per annum.

6.20. Certifications

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification, fails to provide the associated information, or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.20.1. Federal Contractors Program for Employment Equity - Default by the Contractor

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

6.21. Joint Venture

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

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

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

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

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

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



6.22. Applicable Laws SACC A9070C (2014-06-26)

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

6.23. Priority of Documents SACC A9140C (2007-05-25)

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.

1. The Articles of Agreement;
2. The Supplemental General Conditions (4001 (2013-01-28) - Hardware Purchase, Lease and Maintenance);
3. The General Conditions (2030 (2014-09-25) – Higher Complexity – Goods);
4. Annex A: Statement of Requirements;
5. Annex B: Basis of Payment;
6. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

6.24. Alternative Dispute Resolution

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

The parties agree to meet, negotiate in good faith, and attempt to resolve, amicably, any dispute arising out of or related to the contract or any breach thereof.

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. The mediator will be chosen from a roster of qualified mediators maintained by the Canada Revenue Agency. All costs shall be shared equally between the disputing parties.

If a dispute cannot be settled within a 15 calendar day period after the mediator has been appointed, or if the parties are unable to select a mediator within 15 calendar days of the date of provision of notice by one party to the other of the intention to proceed to mediation, or such longer period as agreed to by the parties, the parties shall have the right to resort to any remedies permitted by law, including but not limited to arbitration or litigation.

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

6.24.1. Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the Department of Public Works and Government Services Act will, on request and consent of the parties, participate in these meetings to resolve any such dispute, and subject to their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

6.24.2. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1 (I) of the Department of Public Works and Government Services Act will review a complaint filed by [the supplier or the contractor or the name the entity awarded the contract] respecting administration of the contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of the contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



Annexes

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

ANNEX A: STATEMENT OF REQUIREMENTS

ANNEX B: BASIS OF PAYMENT



ANNEX A – STATEMENT OF REQUIREMENTS

1.0 TITLE

Folder Inserters

2.0 BACKGROUND

The Canada Revenue Agency’s (CRA) Mail Operations and Electronic and Print Media Directorate (EPMD) are responsible for mailouts of correspondence to taxpayers. Part of that workload includes the folding and inserting of correspondence requiring the use of high volume folder inserters in order to mechanize this process rather than doing manual folding and inserting.

Electronic and Print Media Directorate (EPMD) uses Folder Inserters in order to sustain their call centers mail output in Winnipeg and Summerside, as well as other small jobs that can not be processed through industrial equipment.

3.0 REQUIREMENT

3.1 Firm Requirement

The Contractor must supply, deliver, and install five (5) Folder Inserters the following locations on or before March 31, 2016 to:the following locations:

Address	Quantity
Sudbury ON,	2
Ottawa ON, K1	1
Winnipeg MB	1
Surrey, BC	1

- The Contractor must provide, from the date of delivery and installation, twelve (12) months of warranty and twelve (12) months of Maintenance Services (as defined in section 7.0) at no additional cost for each Folder Inserter provided.
- Each folder inserter provided by the Contractor must include a height adjustable console/table as detailed in section 4.0.

3.2 Additional Folder Inserters

The Contractor must supply, deliver, and install additional Folder Inserters to CRA locations across Canada (outlined in section 6.0) on an “as and when requested” basis.

- The Contractor must deliver and install additional Folder Inserters within twenty-eight (28) calendar days from the time of request by the CRA.
- The Contractor must provide, from the date of delivery and installation, twelve (12) months of warranty and twelve (12) months of Maintenance Services (as defined in section 7.0) at no additional cost for all additional Folder Inserters provided.
- Each folder inserter provided by the Contractor must include a height adjustable console/table as detailed in section 4.0.
- The Contractor must provide the CRA with the option of enabling “Optical Mark Recognition” functionality on Folder Inserters provided by the Contractor on an “as and when requested” basis.



3.3 Extended Maintenance Services

The Contractor must provide the CRA the option to extend maintenance services (as outlined in section 7.0) by twelve (12) month increments on Folder Inserters provided by the Contractor against this agreement, on an “as and when requested” basis.

4.0 PERFORMANCE REQUIREMENTS - GENERAL

The Folder Inserters must meet the following mandatory performance requirements:

a.	The Folder Inserter must complete up to 4300 inserts an hour of single 8.5” x 11” pages into the following types of envelopes: <ul style="list-style-type: none"> • TL10E – 8 ¾” x 3 7/8” • T1087 – 9 3/8” x 4 ¼” • T67A – 4 1/8” x 9”
b.	The Folder Inserter must perform tip to tip sealing.
c.	The Folder Inserter must be able to fold a minimum of eight (8) sheets of paper at once.
d.	The Folder Inserter must have a minimum of four (4) sorting options and four (4) folding options.
e.	The Folder Inserter must fold and insert 8 ½” x 11” sized documents into multi sized envelopes (up to 9 3/8” x 5 ¾”).
f.	The Folder Inserter must have the ability to do double document detection, and automatic document measurement before inserting, to ensure that envelopes are not double stuffed
g.	The Folder Inserter must sustain continued use for up to five (5) hours a day.
h.	The Folder Inserter must be ready to use and be operational within five (5) minutes of power ON.
i.	The Folder Inserter must be able to do a trial piece before running a new job to confirm accuracy.
j.	The Folder Inserter must be able to perform an average of 95,000 inserts per month
l.	The console/table must be stable, level and properly support the full size and weight of the Folder Inserter to ensure it is fully functional. It must also have the ability to be mobile to allow for maintenance work and to make sure letters or documents that may fall in behind the equipment can be easily recovered.
o.	The Folder Inserter feeder must hold a minimum of 725 sheets of paper
p.	The Folder Inserter stacker must hold a minimum of 1000 envelopes.

5.0 TRAINING

The Contractor must provide on-site train-the-trainer training for all Folder Inserters provided at no additional cost to the CRA.

- Training will be required for up to 8 CRA personnel for each Folder Inserter provided.
- Training must be available in both English and French, as specified by the CRA authorized representative at the delivery location.
- The training must provide the participants with the knowledge required to train other CRA personnel in the future. Training shall be provided within two (2) business days of delivery and acceptance of Folder Inserters.

6.0 LIST OF POTENTIAL DESTINATIONS



1. St. John's, NL
2. Summerside, PEI
3. Jonquiere, QC
4. Shawinigan, QC
5. Sudbury, ON
6. Ottawa, ON
7. Winnipeg, MB
8. Surrey, BC

7.0 MAINTENANCE SERVICES

Principle Period of Maintenance (PPM): 7:00am to 5:00pm LocalTime

7.1 REMEDIAL MAINTENANCE

The Contractor must provide On-Site Hardware Maintenance services in accordance with Supplemental General Conditions 4001 (2015-04-01), including the modifications below:

The Contractor must:

- Provide the CRA with technical support through a single toll-free line with service available in English and French, based on the caller's language.
 - The Contractor's toll free line must be staffed by qualified personnel who are able to respond to operator questions and, to the extent possible, resolve user problems and provide advice about problems relating to all Hardware and its various components.
 - For all user problems that cannot be resolved over the telephone, the Contractor must issue a service ticket for On-Site Hardware Maintenance Service.
- Maintain the hardware to ensure that it remains capable of fully functional operation throughout the contract period.
- Respond to maintenance requests by telephone within one (1) hour of the telephone call for service and a service technician must arrive at the site within forty-eight (48) hours of the initial call requesting service.
 - The local CRA contact will be available for an on-site visit by the Contractor's service technician during the PPM.
- Restore the affected hardware to fully functional operation or must deliver and install a fully functional replacement that meets the same specifications of the original item within seventy-two (72) hours of the initial call requesting service.

* Weekends and statutory holidays do not apply to the response, restoration, and resolution times described above.

7.2 PREVENTATIVE MAINTENANCE

The Contractor must ensure that the Folder Inserters remain capable of fully functional operation throughout the contract period by performing Preventative Maintenance, in accordance with the Manufacturer's recommended maintenance schedule and tasks.

- The Contractor must proactively schedule on-site preventative maintenance service calls, with the local CRA contacts, as required.



- The CRA reserves the right to schedule service calls specifically for preventative maintenance, as required
- Preventative maintenance must include cleaning and/or replacement of all parts such as, but not limited to: belts, rollers, motor that is required to keep the equipment at an optimal level of performance.
- The Contractor must provide maintenance documentation sufficiently detailed to permit Canada, or someone authorized by Canada, to maintain and repair the Hardware properly and to test it for that purpose.

8.0 CARE OF WORK

The Contractor must ensure that service technicians:

- perform all work in a safe, courteous, professional manner;
- are knowledgeable on relevant technical standards, industry best practices, CRA requirements;
- are trained on all industry standard safety practices; and
- have the proper tools and equipment to perform their tasks.



ANNEX B - BASIS OF PAYMENT

Note: Tables will be populated upon Contract Award.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm prices outlined below.

Pricing during the initial 3-year Contract period shall be firm; however, the Contractor shall be permitted to update its prices for option years 1, 2, and 3. The Contractor may only update its pricing once per option year. The CRA will not accept any price increases for any individual item in excess of the Statistics Canada Consumer Price Index (CPI) percentage change for "All-items Consumer Price Index (CPI)" for the previous twelve (12) month period. The September-September CPI will be used annually to determine the percent change. For example, to determine the CPI for 2016 prices, the CPI from September 2014 to September 2015 will be used.

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.

Table 1: Firm Requirement

The Contractor shall be paid a firm all-inclusive unit price in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (locations outlined in section 3.1 of Annex A), for the supply, delivery, and installation of three (3) Folder Inserters in accordance with section 3.1 of Annex A: Statement of Requirements.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (locations outlined in section 3.1 of Annex A) Incoterms 2010 for shipments from a commercial supplier.

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

Item	Quantity	Firm All-Inclusive Unit Price	Extended Cost
A	B	C	D
Folder Inserter	5	\$ _____	=

Table 2: Additional Folder Inserters

The Contractor shall be paid a firm all-inclusive unit prices in Canadian funds, taxes extra as applicable, Delivered Duty Paid (DDP) (CRA locations across Canada), for the supply, delivery, and installation of additional Folder Inserters (including the option of enabling Optical Mark Recognition) in accordance with section 3.2 of Annex A: Statement of Requirements.

Shipments shall be consigned to the destination specified in Annex A and Delivered Duty Paid (DDP) (CRA locations across Canada) Incoterms 2010 for shipments from a commercial supplier.

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

Item	Estimated Quantity (for evaluation purposes only)	Firm All-Inclusive Unit Price	Extended Cost
A	B	C	D
Folder Inserter	12	\$ _____	=
Option of enabling Optical Mark Recognition	3	\$ _____	=



Note: The firm all-inclusive unit price for “Option of enabling Optical Mark Recognition” shall represent the cost of enabling Optical Mark Recognition on one (1) folder inserter.

Table 3: Extended Maintenance Services

The Contractor shall be paid a firm all-inclusive annual rate in Canadian funds, taxes extra as applicable for the provision of Extended Maintenance Services in accordance with section 3.3 of Annex A: Statement of Requirements.

Item	Quantity	Firm All-Inclusive Annual Rate	Extended Cost
A	B	C	D
Extended Maintenance Services (12 month extension)	61	\$ _____	= _____

Note: The firm all-inclusive annual rate for Extended Maintenance Services shall represent the cost of extended Maintenance Services on a single Folder Inserter for an additional 12 months, up to a maximum of forty-eight (48) months.

Note: The validity end date of Individual Task Authorizations cannot exceed the end date of the Contract period. The firm all-inclusive annual rate for Extended Maintenance Services shall be pro-rated during the final year of the Contract to reflect the actual number of months remaining until the end date of the Contract.