

Secretariat

# **REQUEST FOR PROPOSAL** DEMANDE DE PROPOSITION

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

Heather.Ross@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

				-
Proposal to:	Treasury	Board	of Canada	Secretariat

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

Propositions aux : Secrétariat du Conseil du Trésor du Canada

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

Solicitation No N° de l'invitation	Type - Genre	Update - Mise à jour	
24062-19-504	RFP		
Solicitation closes - La demande prend fin	TBS File No N	l° de dossier de SCT	
at - à 2:00pm			
on - le June 4th, 2018	24062-19-504		

Please ensure this area appears in window of return envelope S'assurer que cette partie figure dans la fenêtre de l'enveloppe-réponse -

#### 83 Page 1 de Date of Solicitation - Date de la demande April 23rd, 2018 Address inquiries to - Adresser toute demande de renseignements à : Heather.Ross@tbs-sct.gc.ca Stephane.Julien@tbs-sct.gc.ca Area code and Telephone No. Facsimile No. Code régional et N° de téléphone N° de télécopieur 613 291-3773 N/A Special Instructions- Instructions spéciales

of

#### Instructions: Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the GST/HST is to be shown as a separate item.

#### Instructions:

Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la TPS/TVH devra être un article particulier.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée					
Vendor Name Address - Nom et adresse du fournisseur						
Facsimile No N° de télécopieur						
Telephone No N° de téléphone						
Name and title of person authorized print) - Nom et titre de la personne a fournisseur (caractère d'impression)						
Name / Nom						
Title/ Titre						
Signature :						
1						

# Canada

The Articles in the Resulting Contract Clauses are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this Annex, is a Mandatory requirement of this RFP. Suppliers submitting a bid containing statements implying that their bid is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Offerors with concerns regarding the provisions of the Bid Solicitation (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.

#### PART 1 - GENERAL INFORMATION

# 1.1 Introduction

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

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

Annexes include:

Annex A, Statement of Work:

- i. Appendix 1A to Annex A Suggested Resources
- ii. Appendix 1B to Annex A Suggested Flow Chart
- iii. Appendix 1C to Annex A Forms

Annex B, Basis of Payment

Annex C, Security Requirements Checklist

Annex D, Federal Contractors Program for Employment Equity – Certification

Annex E, Bid Submission Form

# 1.2 Summary

- a. This bid solicitation is being issued to satisfy the requirement of the Treasury Board of Canada Secretariat (the "Client") for Mail and Messenger Services.
- b. It is intended to result in the award of one (1) contract from date of Award to July 31, 2021 inclusive
- c. There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Services and Procurement Canada (<u>http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</u>) website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA). the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), and the Canada-Panama Free Trade Agreement (CPanFTA)
- e. As per the Integrity Provisions under section 01 of Standard Instructions <u>2003</u> bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section <u>4.21</u> of the *Supply Manual* for additional information on the Integrity Provisions.
- f. For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of *the bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- g. The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

# 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

A de-brief is intended to:

- 1. Provide the Bidder with feedback on their proposal and the solicitation process;
- 2. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;
- 3. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

# **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

- a. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> issued by Public Works and Government Services Canada (PWGSC\*).
- b. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

All references to the Minister of Public Works and Government Services should be deleted and replaced with the President of the Treasury Board. Also all reference to the Department of Public Works and Government Services should be deleted and replaced with the Treasury Board of Canada Secretariat.

- c. The <u>2003</u> (2017-04-27) Standard Instructions Goods or Services Competitive Requirements are incorporated by reference into and form part of the bid solicitation, with the following modifications:
  - i. with Subsection 5.4 of 2003 amended by deleting "sixty (60) days" and inserting "one-hundred-and-eighty (180) days". If there is a conflict between the provisions of 2003 and this document, this document prevails.
- d. The Bidder must diligently maintain this list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any contract arising from this bid solicitation.

#### \* Now known formally as Public Services and Procurement Canada (PSPC).

#### 2.2 FORMER PUBLIC SERVANT

See PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

#### 2.3 ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.

# 2.4 APPLICABLE LAWS

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

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

# 2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

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

# **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 SUBMISSION OF BIDS

#### 3.1.1 Submission of Only One Bid (Proposal)

- i. A Bidder, including related entities, will be permitted to submit only one proposal in response to this proposal solicitation. If a Bidder or any related entities participate in more than one (1) proposal (participating means being part of the Bidder, including under Joint Venture but not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single proposal to be considered by Canada and withdraw the other(s). Failure to meet this deadline will result in all the affected proposals being disgualified.
- ii. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be **"related"** to a Bidder if:
  - a. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - b. they are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
  - c. the entities have now or in the two years before proposal closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
  - d. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- iii. Individual members of a joint venture cannot participate in another proposal, either by submitting a proposal alone or by participating in another joint venture.

### 3.1.2 Bid Submission Form

Bidders are requested to submit their proposal along with the completed Bid Submission Form at Annex E. All proposals must be received by the closing date and time specified on the Buyandsell website and must include the solicitation number. Proposals received after the specified period will not be evaluated.

Due to the nature of the proposal solicitation, proposals transmitted by facsimile to TBS will not be accepted.

Unless otherwise indicated, prices are to appear in the financial proposal only. No prices should be indicated in any other section of the proposal.

Canada requests that Bidders follow the format instructions described below in the preparation of their proposal and use the numbering system that corresponds to the proposal solicitation.

# 3.2 SUBMISSION OF BID (PROPOSAL) BY EMAIL

Responses are to be sent by email to: Heather Ross, Senior Contracting Officer

Bids must be received by TBS by the date and time of solicitation closing:

Contracting Authority: E-mail: <u>Heather.Ross@tbs-sct.gc.ca</u> & <u>zzTBSCONT@tbs-sct.gc.ca</u> At 2:00 PM (14:00) On Monday June 4<sup>th</sup>, 2018 Time Zone: Eastern Daylight Saving Time (EDT)

\*\*\* Canada requests that bidders provide their technical, financial and certification bids in separate sections as follows:

Section I: Technical Bid: 1 soft copy via email to: <u>Heather.Ross@tbs-sct.gc.ca</u> & <u>zzTBSCONT@tbs-sct.gc.ca</u>

Section II: Financial Bid: 1 soft copy via email to: <u>Heather.Ross@tbs-sct.gc.ca</u> & <u>zzTBSCONT@tbs-sct.gc.ca</u>

Section III: Certification: 1 soft copy via email to: <u>Heather.Ross@tbs-sct.gc.ca</u> & zzTBSCONT@tbs-sct.gc.ca

# FAILURE TO SUBMIT A FINANCIAL PROPOSAL WILL RESULT IN DISQUALIFICATION AND REMOVAL FROM THE BIDDING PROCESS

- A. Format of Email Attachments: The approved formats for email attachments are any combination of:
- i) PDF attachments; and
- ii) documents that can be opened with either Microsoft Word or Microsoft Excel.

Bidders that submit attachments in other formats do so at their own risk.

B. **Email Size**: Bidders should ensure that they submit their proposal in multiple emails if any single email, including attachments, will exceed 7 MB. Except as expressly provided below, only emails that are received at the Email Address for Proposal Submission by the closing date and time will be considered part of the response.

C. **Email Title**: Bidders are requested to include the RFP (solicitation) number identified on the cover page of this document in the "subject" line of each email forming part of the response.

D. **Time of Receipt**: All emails received at the Email Address for Proposal Submission showing a "received" time before the Proposal closing date and time will be considered received on time. In the case of a dispute regarding the time at which an email arrived at TBS, the time at which the proposal is received by TBS will be determined:

- i) by the delivery time stamp received by the Bidder if the Bidder has turned on Delivery Status Notification for the sent email in accordance with RFC 1891 established by the Internet Engineering Steering Group (SMTP Service Extension for Delivery Status Notification); or
- ii) in accordance with the date and time stamp on the SMTP headers showing the time of first arrival on a server used to provide the Government of Canada with email services, if the Bidder has not turned on Delivery Status Notification for the sent email.

E. **Delayed Email Proposals**: Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the e-mailed bid including, but not limited to, the following:

- receipt of garbled or incomplete bid;
- file size of bid documents;
- availability or condition of the receiving equipment;
- incompatibility between the sending and receiving equipment;
- delay in transmission or receipt of the bid;
- failure of the Bidder to properly identify the bid;
- illegibility of the bid; or
- security of the bid data.

\*Please note that .zip files may be rejected by TBS servers.

- F. Responsibility for Technical Problems: Canada will not be responsible for:
  - any technical problems experienced by the Bidder in submitting its response, including emails that fail to arrive because they exceed the maximum email size of 7 MB or that are rejected or quarantined because they contain malware or other code that is screened out by TBS's security services; or
  - ii) any technical problems that prevent TBS from opening the attachments to the email(s). For example, if an attachment is corrupted or otherwise cannot be opened or cannot be read, it will be evaluated accordingly. Bidders will not be permitted to submit substitute attachments to replace any that are corrupt or empty or submitted in an unapproved format.

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

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, "**bidding group**" means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered "**related**" for the purposes of this bid solicitation if:
  - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - B. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*,
  - C. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

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

### Joint Venture Experience:

i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

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

iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submitted this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

#### 3.3 SECTION I: TECHNICAL BID

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 and describe their approach 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.

The technical bid consists of the following:

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

 each of the proposed resources with their bids on or before the bid closing date:
each of the proposed resources with their bids on or before the bid closing date.
• • • •

Security Clearance: Bidders are required to submit the following security information for

	Security Information		
	Name of individual as it appears on security		
1	clearance application form		
2	Level of security clearance obtained		
3	Validity period of security clearance obtained		
	Security Screening Certificate and Briefing Form		
4	file number		

If the Bidder has not included the security information in its bid, the Contracting Authority will provide the Bidder with an opportunity to submit the security information during the evaluation period. If the Bidder has not submitted the security information within the period set by the Contracting Authority, its bid will be declared non-responsive.

iii. For Proposed Resources: The technical bid must include résumés for the resources identified in Part 4, Technical Evaluation Criteria. The Bidder must only propose one (1) resource per work category as indicated in Annex A, Statement of Work, Section 5.0 Personnel Requirements. The Technical bid must demonstrate that each proposed individual meets the qualification requirements described (including any educational requirements, work experience requirements, and professional designation or membership requirements).

With respect to the proposed resources:

- A. Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.
- B. For educational requirements for a particular degree, designation or certificate, Canada will only consider educational programmes that were successfully completed by the resource by the time of bid closing.
- C. For requirements relating to professional designation or membership, the resource must have the required designation or membership by the time of bid closing and must continue, where applicable, to be a member in good standing of the profession or membership throughout the evaluation period and contract period. Where the designation or membership must be demonstrated through a certification, diploma or degree, such document must be current, valid and issued by the entity specified in this solicitation. If the entity is not specified, the issuer must be an accredited or otherwise recognized body, institution or entity.
- D. For work experience, Canada will not consider experience gained as part of an educational programme, except for experience gained through a formal cooperative programme at a post-secondary institution.
- E. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.
- F. For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be considered in accordance with the criteria outlined in Attachment 1 to Part 4, Technical Evaluation Criteria.
- iv. **Customer Reference Contact Information**: The Bidder must provide customer references who must each confirm, if requested by Canada, facts identified in the Bidder's bid, as required by Part 4, Technical Evaluation Criteria. For each customer reference, the Bidder must, at a minimum, provide the name, the telephone number and e-mail address for a contact person. Bidders are also requested to include the title of the contact person. If the named individual is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.

# 3.4 SECTION II: FINANCIAL BID

- a. **Pricing:** Bidders must submit their financial bid in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately, if applicable. Unless otherwise indicated, Bidders must include a single, firm, all-inclusive per diem rate in Canadian dollars in each cell requiring an entry in the pricing tables. Any deviation from the format may render the Bidder's proposal non-responsive.
- b. All Costs to be Included: The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- c. **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.
- d. **Exchange Rate Fluctuation:** The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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

#### 3.5 SECTION III: CERTIFICATIONS

Bidders must sign and submit the certifications required under Part 5 that have not been included in the Technical Bid.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Mandatory Technical Evaluation

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

Any bid which fails to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

The Crown reserves the right to validate all information provided in the proposal.

No.		Mandatory Requirement	S		Met/No Met		
M1.1	At the time of bid closing the Bidder must propose the resources as per the table below						
	and submit a CV for each reso	urce.					
	Functional Unit:	Resource Category	Number of Resources	Language Requirement			
	Internal Mail Operations	·					
	Mail Sorting and Internal /Departmental Scheduled Runs	Mail and Messenger Resource	1	English or French			
	Incoming Couriers and Client Services	Mail and Messenger Resource	1	English and French			
	Mail Scanning, Opening and Inspection	Mail and Messenger Resource	1	English or French			
	External/Internal Messenger			1			
	External/Internal Messenger Scheduled Runs	External/Internal Messengers: - 2 walkers - 2 drivers (with cars) - 1 driver (with regular van)	5	English or French			
	External/Internal Messenger Special Services	External/Internal Messengers: - 1 walker - 1 driver (with regular van)	2	English or French			

<b>1.2</b> The Bidder must provide a detailed Human Resources (HR) Plan demonstrating how it will effectively manage and support the Work in this Contract. This plan must include the following elements and will be evaluated in RT1, RT1, RT3 and RT4:	
a)	A recruitment plan in support of this contract.
b)	An employee retention plan in support of this contract.
c)	A risk management and contingency plan to account for foreseeable risks in the management of back-up and replacement resources for the work under this contract.
d)	Strategy explaining how the services will be operational on the first day of the contract (staff, positions, training, phased-in period, timelines).
	will effe the foll a) b) c)

# FUNCTIONAL UNIT: INTERNAL MAIL OPERATIONS (SECTION 7.2 OF SOW)

l	M2. Resource Category: Mail Sorting and Internal /Departmental Scheduled Runs - Junior Mail
	and Messenger Resource

No.	Mandatory Requirements	Met	Not Met	Demonstrated Experience
M2.1	The Bidder must demonstrate that the proposed Mail Sorting and Internal /Departmental Scheduled Runs Mail and Messenger resource has a minimum of six (6) months experience within the last sixty (60) months, at the time of bid closing, in Mail and Messenger Services.			
M2.2	The Bidder must demonstrate that the proposed Incoming Couriers and Client Services resource has a minimum of six (6) months experience within the last sixty (60) months, at the time of bid closing, in Mail and Messenger Services and the following: i) Experience using an X-Ray inspection system and ii) A valid certification. to operate an X-Ray inspection system (A copy of the certification must be submitted with the proposal)			
	and iii) Experience using all of the following Microsoft applications: A) Word B) Excel C) Outlook			

M2.3	The Bidder must demonstrate that the proposed Mail Scanning, Opening and Inspection resource has a minimum of six (6) months experience within the last sixty (60) months, at the time of bid closing, in Mail and Messenger Services and the following:		
	i) Experience using an X-Ray inspection system		
	and		
	<ul> <li>ii) A valid certification. to operate an X-Ray inspection system</li> <li>(A copy of the certification must be submitted with the proposal)</li> </ul>		
	and		
	<ul><li>iii) Experience using all of the following Microsoft applications:</li><li>A) Word B) Excel C) Outlook</li></ul>		

# FUNCTIONAL UNIT: EXTERNAL/INTERNAL MESSENGER (SECTION 7.3 OF SOW)

time of bid closing, in Mail and Messenger Services.

M3. Resource Category: External Messenger Scheduled Runs - External/Internal Messengers - Walkers				
No.	Mandatory Requirements	Met	Not Met	Demonstrated Experience
M3.1	The Bidder must demonstrate that each of the proposed Internal/External Messengers resources has a minimum of six (6) months experience within the last sixty (60) months, at the			

# M4. Resource Category: External Messenger Scheduled Runs - External/Internal Messengers – Drivers (Including Cars)

No.	Mandatory Requirements	Met	Not Met	Demonstrated Experience
M4.1	The Bidder must demonstrate that the proposed Internal/External Messengers resource has a minimum of six (6) months experience within the last sixty (60) months, at the time of bid closing, in Mail and Messenger Services.			
M4.2	The Bidder must demonstrate that the proposed Internal/External Messengers resource has the required drivers' license as applicable.			

M5. Resource Category: External Messenger Scheduled Runs - External/Internal Messengers –
Driver (Including Regular Van)

No.	Mandatory Requirements	Met	Not Met	Demonstrated Experience
M5.1	The Bidder must demonstrate that the proposed Internal/External Messenger resource has a minimum of six (6) months experience within the last sixty (60) months, at the time of bid closing, in Mail and Messenger Services.			
M5.2	The Bidder must demonstrate that the proposed Internal/External Messenger resource has the required drivers' license as applicable.			

# M6. Resource Category: External/Internal Messenger Special Services - External/ Internal Messengers - Walker

No.	Mandatory Requirements	Met	Not Met	Demonstrated Experience
M6.1	The Bidder must demonstrate that the proposed Internal/External Messenger resource has a minimum of six (6) months experience within the last sixty (60) months, at the time of bid closing, in Mail and Messenger Services.			

# M7. Resource Category: External/Internal Messenger Special Services - External/Internal Messengers – Driver (Including Regular Van)

No.	Mandatory Requirements	Met	Not Met	Demonstrated Experience
M7.1	The Bidder must demonstrate that the proposed Internal/External Messenger resource has a minimum of six (6) months experience within the last sixty (60) months, at the time of bid closing, in Mail and Messenger Services.			
M7.2	The Bidder must demonstrate that the proposed Internal/External Messenger resource has the required drivers' license as applicable.			

# 1.1.2 Point-Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. The Bidder must provide the necessary documentation to clearly demonstrate compliance with this requirement. Simply repeating the statement contained in the bid solicitation is not sufficient.

Bids which fail to obtain the required minimum number of points specified will be declared nonresponsive. Each point rated technical criterion should be addressed separately.

# The following rating scheme (Table 1) will be used to evaluate the Point-Rated Technical Criteria for RT1, RT2, RT3, and RT4

Table 1				
0	Information provided does not address the criterion. Bidder receives 0% for the available points for this element.			
3	Information provided demonstrates some understanding that is relevant to the stated criterion but does not demonstrate a full range of understanding for all elements of the rated criterion. Bidder receives 30% of the available points for this element.			
5	Information provided demonstrates understanding for most but not all of the elements of the rated criterion. Bidder receives 50% of the available points for this element.			
7	Information provided demonstrates understanding that is relevant to all of the elements of the rated criterion. Bidder receives 70% of the available points for this element.			
10	Rated criterion is dealt with in depth, information provided demonstrates a full range of in- depth understanding of all of the elements of the rated criterion. Bidder receives 100% of the available points for this element.			

# RT – Corporate Point-Rated Criteria

	Point-rated Requirements	Score	Reference to the bidder's proposal
RT1	The Bidder should demonstrate in its HR Plan that its recruitment plan is appropriate for all aspects of the Work under this Contract. <b>Maximum points available are: 10 points</b>		
RT2	The Bidder should demonstrate in its HR Plan that its employee retention plan is appropriate to support the Work under this Contract. Maximum points available are: 10 points		
RT3	The Bidder should demonstrate that it has an effective risk management and contingency plan to account for foreseeable risks in the management of back-up and replacement resources for the work under this contract. Maximum points available are: 10 points		
RT4	The Bidder should demonstrate their strategy explaining how the services will be operational on the first day of the contract (staff, positions, training, phased-in period, timelines) Maximum points available are: 10 points		
Maximum points available:		40 points	
Minin	Minimum Pass Mark (50%):		
Bidde	er's Technical Score:	/40 points	

# 4.2 Basis of Selection- Lowest Evaluated Price-Per-Point

- 4.2.1 To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
- 4.2.2 Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.3 The evaluated price-per-point of a responsive bid will be determined by dividing its evaluated price by the overall score it obtained for all the point-rated technical criteria detailed in Section 1.1.2, Point-Rated Technical Criteria.

4.2.4 The responsive bid with the lowest bid evaluated price-per-point will be recommended for award of a contract. In the event two or more responsive bids have the same lowest bid evaluated price-per-point, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

Bidders must submit the following duly completed certifications as part of their bid.

Canada will declare a bid non-responsive if the required certifications are not completed and submitted in accordance with the articles below.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

#### 5.1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

# 5.2 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

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

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

#### 5.3 PROFESSIONAL SERVICES RESOURCES

- a. By submitting a bid, the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives.
- b. By submitting a bid, the Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and

accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

- c. If the Bidder is unable to provide the services of an individual named in its bid due to the death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, within five business days of Canada's knowledge of the unavailability of the individual the Bidder may propose a substitute to the Contracting Authority, providing:
  - a. the reason for the substitution with substantiating documentation acceptable to the Contracting Authority;
  - b. the name, qualifications and experience of a proposed replacement immediately available for work; and
  - c. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

No more than one substitute will be considered for any given individual proposed in the bid. In response to the Bidder's proposed substitution, the Contracting Authority may elect in its sole discretion either to:

- A. set aside the bid and give it no further consideration; or
- B. evaluate the replacement in accordance with the requirements of the bid solicitation in the place of the original resource as if that replacement had originally been proposed in the bid, with any necessary adjustments being made to the evaluation results, including the rank of the bid vis-à-vis other bids.

If no substitute is proposed the Contracting Authority will set aside the bid and give it no further consideration.

d. If the Bidder has proposed any individual who is not an employee of the Bidder, by submitting a bid, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

#### 5.4 CERTIFICATION OF LANGUAGE

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in either English or French as referenced in Annex A, Statement of Work, Section 11 Language of Work. The individual(s) proposed must be able to communicate orally and in writing in either English or French without any assistance and with minimal errors.

#### 5.5 EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

#### 5.6 FORMER PUBLIC SERVANT

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

#### Definitions

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

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

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

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

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

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

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

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

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

#### Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00, including Applicable Taxes.

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

Name of Supplier's Authorized Signatory

Signature of Supplier's Authorized Signatory

Date

# 5.7 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.8 ADDITIONAL CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

#### 5.8.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

#### 6.1 Security Requirements

- 1. Before award of a contract, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- 3. For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.
- 4. In the case of a joint venture bidder, each member of the joint venture must meet the security requirements.
- 5. Before award of a contract the bidder must hold the security clearance for the resources they are proposing. If the supplier does not hold the resources' clearance, they should submit a request to CISD at PSPC to obtain the security clearance or to duplicate the resources' security clearance.

# PART 7 - RESULTING CONTRACT CLAUSES

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

#### 7.1 Statement of Work

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

# 7.2 Standard Clauses and Conditions

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

#### 7.2.1 General Conditions

<u>2035 (</u>2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

# 7.3 Security Requirements

The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

- The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, 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).
- 2. The Contractor/Offeror 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. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
- 4. The Contractor/Offeror must comply with the provisions of the:
  - 1. Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - 2. Industrial Security Manual (Latest Edition).

#### 7.4 Term of Contract

The period of the Contract is from date of Award to July 31, 2021 inclusive.

#### 7.5 Authorities

#### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

#### (to be provided at Contract Award)

During the Solicitation phase please address inquiries in writing to:

Heather.Ross@tbs-sct.gc.ca & Stephane.Julien@tbs-sct.gc.ca

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

#### 7.5.2 Project Authority

The Project Authority for the Contract is:

(to be provided at Contract Award)

In the Project Authority's absence, Please contact the Technical Authority:

#### (to be provided at Contract Award)

The Project Authority / Technical Authority is the representative 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 Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 7.5.3 Contractor's Representative

(to be provided at contract award)

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 7.7 Payment – Basis of Payment

The Contractor will be paid in accordance with Annex B – Basis of Payment for work performed pursuant to the Contract.

For the Work in section **1.0** Regular Hourly Rates for Regular Resources, of the Basis of Payment in Annex B:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot monthly price (based on a 40 hour work week) for a cost of \$\_\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

For the Work in section **1.1 Overtime rates for regular resources**, of the Basis of Payment in Annex B:

The Contractor will be paid firm hourly rates as detailed in Annex B – Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

For the Work in section **1.2** Rates for Additional Vehicles and Drivers and Messengers, of the Basis of Payment in Annex B:

The Contractor will be paid firm hourly rates as detailed in Annex B – Basis of Payment, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

#### 7.8 Limitation of Expenditure

- **7.8.1** Canada's total liability to the Contractor under the Contract, excluding all option periods, must not exceed \$1,700,000.00. Customs duties are included and Applicable Taxes are extra.
- **7.8.2** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or

(c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

**7.8.3** 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.

#### 7.9 Method of Payment – Monthly Payment

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

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

#### 7.10 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

# 7.11 Competitive Award

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

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

#### 7.13 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- (c) By submitting invoices, the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- (d) The Contractor must provide an electronic copy of each invoice via email to the following addresses:

(To be inserted at contract award)

# 7.14 Compliance with Certifications

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.15 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.

#### 7.16 Applicable Laws

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

# 7.17 **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) the general conditions 2035 (2016-04-04) Higher Complexity Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated \_\_\_\_\_, (to be inserted at contract award)

#### 7.18 Foreign Nationals (Canadian Contractor)

SACC Manual clause <u>A2000C</u> (2006-06-16) Foreign Nationals (Canadian Contractor) forms and is part of the contract.

# OR

# 7.18 Foreign Nationals (Foreign Contractor)

SACC Manual clause <u>A2001C</u> (2006-06-16) Foreign Nationals (Foreign Contractor) forms and is part of the contract.

# 7.19 Insurance

#### A. Compliance with Insurance Requirements

- 1. The Contractor must comply with the insurance requirements specified in this Article. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 2. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 3. The Contractor should forward to the Contracting Authority within ten (10) days after the date of award of the Contract a Certificate of Insurance evidencing the insurance coverage. Coverage must be placed with an Insurer licensed to carry out business in Canada and the Certificate of Insurance must confirm that the insurance policy complying with the requirements is in force. If the Certificate of Insurance has not been completed and submitted as requested, the Contracting Authority will so inform the Contractor and provide the Contractor with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within the time period will constitute a default under the General Conditions. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

# B. Commercial General Liability Insurance

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of the Contract.
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Advertising Injury: While not limited to, the endorsement must include coverage for piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

#### C. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000.00 per loss and in the annual aggregate, inclusive of defence costs.
- If the Professional Liability insurance is written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days' written notice of cancellation.

#### D. Automobile Liability Insurance

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
  - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits all jurisdictional statutes
  - c. Uninsured Motorist Protection

d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

# E. All Risk in Transit Insurance

- 1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount deemed appropriate by the Contractor per shipment. Government Property must be insured on an Agreed Value (appraisal) basis.
- 2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
- 3. The All Risk Property in Transit insurance must include the following:
  - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
  - b. Loss Payee: Canada as its interest appears or as it may direct.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Treasury Board of Canada Secretariat for any and all loss of or damage to the property however caused.

#### 7.20 LIMITATION OF LIABILITY – INFORMATION MANAGEMENT/INFORMATION TECHNOLOGY

- 1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.
- 2. First Party Liability:
  - a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
    - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
    - ii. physical injury, including death.

- b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
  - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
  - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.75 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00 (Canadian Dollars).

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00 (Canadian Dollars).

- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.
- 3. Third Party Claims:
  - a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
  - b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by

the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.

c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

# 7.21 JOINT VENTURE (if applicable)

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_\_ and that it is comprised of the following members: (to be entered at contract award).
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

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

# 7.22 PROFESSIONAL SERVICES – GENERAL

- a. The Contractor must provide professional services on request as specified in this contract. All resources provided by the Contractor must meet the qualifications described in the Contract (including those relating to previous experience, professional designation, education, and language proficiency and security clearance) and must be competent to provide the required services by any delivery dates described in the Contract.
- b. If the Contractor fails to deliver any deliverable (excluding delivery of a specific individual) or complete any task described in the Contract on time, in addition to any other rights or remedies available to Canada under the Contract or the law, Canada may notify the Contractor of the deficiency, in which case the Contractor must submit a written plan to the Technical Authority

within ten working days detailing the actions that the Contractor will undertake to remedy the deficiency. The Contractor must prepare and implement the plan at its own expense.

c. In General Conditions 2035, the Section titled "Replacement of Specific Individuals" is deleted and the following applies instead:

#### **Replacement of Specific Individuals**

- 1. If the Contractor is unable to provide the services of any specific individual identified in the Contract to perform the services, the Contractor must within five (5) working days of the individual's departure or failure to commence Work (or, if Canada has requested the replacement, within ten (10) working days of Canada's notice of the requirement for a replacement) provide to the Contracting Authority:
  - a. the name, qualifications and experience of a proposed replacement immediately available for Work; and
  - b. security information on the proposed replacement as specified by Canada, if applicable.

The replacement must have qualifications and experience that meet or exceed those obtained for the original resource.

- 2. Subject to an Excusable Delay, where Canada becomes aware that a specific individual identified under the Contract to provide services has not been provided or is not performing, the Contracting Authority may elect to:
  - a. exercise Canada's rights or remedies under the Contract or at law, including terminating the Contract for default under Section titled "Default of the Contractor", or
  - b. assess the information provided under (c) (i) above or, if it has not yet been provided, require the Contractor propose a replacement to be rated by the Technical Authority. The replacement must have qualifications and experience that meets or exceeds those obtained for the original resource and be acceptable to Canada. Upon assessment of the replacement, Canada may accept the replacement, exercise the rights in (ii) (A) above, or require another replacement in accordance with this sub-article (c).
- 3. Where an Excusable Delay applies, Canada may require (c) (ii) (B) above instead of terminating under the "Excusable Delay" Section. An Excusable Delay does not include resource unavailability due to allocation of the resource to another Contract or project (including those for the Crown) being performed by the Contractor or any of its affiliates. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contractor must immediately comply with the order. The fact that the Contracting Authority does not order that a resource stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 4. The obligations in this article apply despite any changes that Canada may have made to the Client's operating environment.

# 7.23 PROFESSIONAL SERVICES FOR PRE-EXISTING SOFTWARE

- a. **Pre-Existing Software**: The "**Pre-Existing Software**" consists of the computer programs listed in Annex A, Statement of Work, which are either proprietary to Canada or licensed to Canada by a third party, in respect of which Canada requires certain professional services.
- b. **Software Services**: During the Contract Period, the Contractor must provide the Client with the following "**Services for Pre-Existing Software**" as and when requested by Canada:
  - i. accessing, downloading, storing, installing, loading, processing, configuring and implementing any additional software code related to the Pre-Existing Software (such as new releases, versions, patches, and bug fixes), as soon as it becomes available;
  - ii. keeping track of the software publisher's software releases for the purpose of configuration control; and
- c. **No Software Development**: The Contractor is not required to develop, program or provide additional software code related to the Pre-Existing Software as part of the Work performed under the Contract.
- d. Providing Training related to Pre-Existing Software:
  - i. The Contractor must provide training in the use of the Pre-Existing Software on an "asand-when-requested" basis during the Contract Period in accordance with the Contract.
- e. **Title**: Except as otherwise specifically provided in these Articles of Agreement, title to the Pre-Existing Software will be unaffected by the performance of the Services for Pre-Existing Software and, to the extent that the Pre-Existing Software is subject to a license for use from a third party, its use will remain subject to the conditions of Canada's license.
- f. Access: Canada will provide to the Contractor any information regarding any passwords, authorization codes or similar information that might be necessary to perform the Software Services, provided that in doing so Canada is not in default of any obligations regarding the use of the Pre-Existing Software. The Contractor agrees that it is a term of the Contract that it will not disclose or distribute any part of the Pre-Existing Software to any other person or entity or otherwise violate the proprietary rights of the owner of the Pre-Existing Software.

# 7.24 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

# 7.25 REPRESENTATIONS AND WARRANTIES

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

# 7.26 TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees that, in the period leading up to the end of the Contract Period and for up to three (3) months afterwards, it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier. The Contractor agrees that there will be no charge for these services.

# 7.27 IDENTIFICATION PROTOCOL RESPONSIBILITIES

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if an individual is not a permanent employee of the Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Contractor permanent employee;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative;
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.
- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

# ANNEX A STATEMENT OF WORK

# 1.0 TITLE

Mail and Messenger Services

# 2.0 OBJECTIVE

To provide Mail and Messenger Services to the Department of Finance Canada and the Treasury Board of Canada Secretariat in 90 Elgin and 219 Laurier Ave. West Complexes and to/from other locations within the National Capital Region.

# 3.0 BACKGROUND

As the Treasury Board of Canada Secretariat and Finance Canada are high profile departments that deal with the House of Commons, Prime Minister's Office, various media outlets, other Government Departments/Agencies and the general public, it is to be cited that the documents being transported are highly classified and time sensitive. Work deliverables require attention to detail as well as being accountable for our standards of all services.

# 4.0 SCOPE OF WORK

On a full-time basis, the Contractor must provide a minimum of ten (10) personnel to provide Mail and Messenger Services to the Department of Finance Canada and the Treasury Board of Canada Secretariat in 90 Elgin and 219 Laurier Ave. West Complexes and to/from other locations within the National Capital Region

It is important to note that TBS will have two (2) floors occupied at 140 O'Connor St. from August 1, 2018 to approximately November 2018. The client will require two (2) runs a day. One in the AM and one in the PM. The Contractor will need to provide all mail services as offered to 90 Elgin Street and 219 Laurier Ave. West until the clients are relocated to a TBS building (90 Elgin Street and/or 219 Laurier Ave. West).

# 4.1 Additional Internal / External Personnel for Special Services

On occasion during special projects or large mail-outs, the mailroom services will require additional internal/external personnel (with vehicles if needed) who are not proposed in the bid to accommodate special deliveries and pick-ups.

# 4.1.1 Estimated Required Overtime (per year)

POSITIONS	HOURS TOTAL				
Messenger	10 hours				
Car	2 hours				
Regular Size Van	14 hours				

# 4.1.2 Estimated Required Additional Vehicles and Messengers (per year)

VEHICLES and Messengers	HOURS TOTAL			
Full Size Van	16 hours			
Cube Van	8 hours			
5 Ton	22 hours			

# 5.0 PERSONNEL REQUIREMENT

Functional Unit:	Resource Category	Estimated Number of Resources	Language Requirement
Internal Mail Operations			
Mail Sorting and Internal /Departmental Scheduled Runs	Mail and Messenger Resource	1	English or French
Incoming Couriers and Client Services	Mail and Messenger Resource	1	English and French
Mail Scanning, Opening and Inspection	Mail and Messenger Resource	1	English or French
External/Internal Messenger			
External/Internal Messenger Scheduled Runs	External/Internal Messengers: - 2 walkers - 2 drivers (with cars) - 1 driver (with regular van)	5	English or French
External/Internal Messenger Special Services	External/Internal Messengers: - 1 walker - 1 driver (with regular van)	2	English or French

# 6.0 SERVICES REQUIRED

**6.1** The work is to be performed normally between 7:30 a.m. and 5:00 p.m. from Monday to Friday inclusive. Occasionally the operation is required before and after normal operation hours including weekends.

The mail operations will be open from 8:00 a.m. to 5:00 p.m. from Monday to Friday inclusive.

The offices will not be opened during Statutory Holidays. NOTE: The Ontario Family Day in February is not a statutory holiday for the Government of Canada. The office will be open and the work will need to be performed during normal work hours on that day.

Weekly hours are based on Ontario Employment Standards. All additional work must receive prior authorization, in writing, by the Project Authority.

**6.2** The Contractor must designate an employee as the Site Authority for the purposes of liaising with the Project Authority and for the provision of these services during operational hours and any time period beyond these scheduled hours of operation including weekends. This person as Site Authority must be available and must respond to calls within a one-hour period.

**6.3** Since the work to be performed is the provision of services to clients and it is considered a front line function of the Corporate Services Sector, all persons performing the tasks must wear clothes appropriate for an office environment. Appropriate can be interpreted as broadly as possible, however, sweat suits, jogging apparel, shorts above knee level, tank tops, suggestive t-shirts, halter-tops, sports clothes, sandals and open toed shoes are considered inappropriate. Denim Jeans are permissible provided they are freshly laundered and not wrinkled, not ripped in any way and are deemed presentable. The Contractor must immediately replace any individuals wearing inappropriate attire.

**6.4** All personnel are required to have the necessary knowledge and experience to complete the work quickly and accurately. Personnel, who fail to achieve the levels of services identified under the article 4 herein, are to be replaced by the Contractor within a 24-hour period so as not to disrupt the level of service specified herein. Any replacement will be at the Contractor's sole expense.

**6.5** The Contractor must provide immediate qualified back-up personnel for all leave (sick leave, vacation leave, appointments, etc.) taken by all its personnel.

**6.6** A Site Authority must coordinate the attendance and replacement of personnel during Mail and Messenger Services operational hours.

**6.7** For regular work and additional work, the Contractor must maintain a daily attendance report detailing the hours worked by each regular and additional personnel and category (time sheets).

**6.8** The Contractor must provide parking facilities within the 90 Elgin Street complex for all contractor vehicles used in providing the service. Due to no public parking, Treasury Board will reserve four (4) parking spots at the 90 Elgin complex that the Contractor must cover the cost of the individual reserved spots. Treasury Board will reserve and absorb the cost for one (1) parking spot at the 219 Laurier Ave. West complex.

**6.9** The Contractor must provide all means of transportation and handcarts for the external by-hand deliveries. All means of transportation and equipment provided under this contract must be kept in excellent working condition and all operating requirements is the sole responsibility of the Contractor including full insurance. The external messengers/drivers and Site Authority must be equipped with cell phones (provided by the Contractor). Immediate replacement of faulty equipment is mandatory by the Contractor.

**6.10** The Contractor's personnel (External Drivers) must have the proper licenses that conform to the Public Commercial Vehicles Act, the Highway Traffic Act, and the National Transportation Act for the provinces of Ontario and Québec.

**6.11** Boxes and packages that are weighing up to 30 kg and located in various places (offices, hallways, storage rooms, etc.) will need to be lifted and transported within the 90 Elgin and 219 Laurier Ave. West Complexes and the National Capital Region. On occasions cases/equipment (kiosks, display cases, secure metal cases) weighing up to 50 kg will also need to be lifted and transported within the 90 Elgin and 219 Laurier Ave. West Complexes and the National Capital Region. The contractor must take the appropriate steps to ensure that their resources can meet this requirement.

**6.12** Occasionally during special projects, there may be requirements for additional personnel and/or transportation means, as identified by the Project Authority. The additional personnel must have the proper security clearance, the proper licenses (see 6.10 above) and the necessary experience and knowledge to perform the tasks. All additional means of transportation provided under this contract must always be working condition. All additional requirements must be authorized in writing in advance by the Project Authority.

# 7.0 TASKS

# Roles and Responsibilities of the Functional Unit and Required Personnel

The Contractor will be responsible for the following Mail and Messenger Services operations:

# 7.1 Mail and Messenger Services Operations General

- Receipt, sorting, security risk assessment, scanning, opening, inspecting, date stamping (invoices only), routing, controlling and distributing of incoming mail from Canada Post in accordance with the Treasury Board of Canada Secretariat's financial, administrative and security regulations;
- Receipt, registration, security risk assessment, scanning, inspecting and delivery of incoming items received over the counter;
- Collecting, sorting, security risk assessment, routing, controlling and distributing of internal mail;
- Sorting, and preparation of mail destined to other Government Departments, Agencies and Crown Corporations (K1A System) and for delivery throughout the National Capital Region (NCR) by 5:00 p.m. the next day;
- Timely internal and external scheduled runs or pick-ups and deliveries in order to adhere to and maintain the established level of services;
- Timely by-hand pick-up and delivery of urgent items within and outside the 90 Elgin Street and 219 Laurier Ave. West Complexes without compromising the regular service;
- Gathering and compilation of statistical information of all activities for each department and Corporate Services Sector and entering the data on the proper forms and spreadsheets and producing statistical reports on volume on a daily basis or as and when required;

- Maintenance of all equipment and furnishings such as mail carts (lubricate and clean casters, change and repair hanging file folders), flat beds, two wheeled carts (ensure proper inflation of tires), sorting bins, punch clocks (changing ribbons, cleaning plates and adjusting the date and time), sorting tables and other equipment not listed above;
- Participation in the planning and coordination of major deliveries and pick-ups such as the Federal Budget, Economic Statements, Main Estimates, Annual Reports, etc.

#### As part of the daily operations, the Contractor is also required to:

- Ensure the level of services are maintained and explained to clients;
- Ensure Security procedures are adhered to;
- When required, recommend to the Project Authority changes in the level of services and on the overall internal and external operations;
- Draw to the attention of the Project Authority any suspicious items and/or security infractions in accordance with Treasury Board of Canada Secretariat departmental security regulations and security procedures and practices.
- Provide input to the Project Authority for the maintenance and update of the mail and messenger services policies and procedures manual and training manual;
- Ensure that the full complement of personnel assigned to the contract are always on-site, and coordinates with the Contractor's representative any replacement of personnel on leave and/or attending appointments;
- Ensure that the personnel are able to perform their tasks in an effective and efficient manner and ensure all personnel are properly trained and rotated on each and every activity in their category in the Mail and Messenger Services operations; and
- Ensure that all Contractor vehicles assigned to this contract are kept in serviceable working condition at all times of the required service period.

# Roles and Responsibilities of the Functional Unit and Required Personnel

The responsibilities of each functional unit are outlined below.

### 7.2 Internal Mail Operations

### 7.2.1 Internal Special Mail Services

- Unscheduled pick-ups and deliveries of urgent by-hands within the 90 Elgin Street and 219 Laurier Ave. West Complexes and off-site locations;
- Picking up and delivering boxes, classified waste and packages within 90 Elgin Street and 219 Laurier Ave. West Complexes and off-site locations;
- Collating, packaging, addressing and processing news releases, departmental publications, stationary and reports.

# 7.2.2 Mail Sorting and Internal / Departmental Scheduled Runs

- Sorting, in accordance with the Departmental regulations and procedures; the incoming Canada Post mail, incoming mail from other Government Departments and Agencies and Crown Corporations, the Cabinet Documents, Treasury Board Books/Tablets, Parliamentary Papers, security classified records, security classified waste for disposal, circulars and directives, registered and diplomatic mail, newspapers, regular by-hand deliveries (obtain signatures), files, temporary dockets, envelopes, parcels/packages, boxes, equipment/cases and loose records;
- Sorting mail into the mail carts/containers and transporting them from floor to floor and to off-site locations as per the scheduled runs;
- Performing scheduled runs to and from departmental officials at the pre-determined mail pickup/distribution points as per the established schedule throughout the 90 Elgin Street and 219 Laurier Ave. West Complexes and departmental personnel in off-site locations;
- Sorting and packaging mail for other Government Departments and Agencies and Crown Corporations and items received from PSPC Hub, Statistics Canada Hub and downtown buildings;
- Sorting and packaging mail picked up internally for next day delivery to other Government Departments and Agencies and Crown Corporations;
- Ensuring the deliveries are done during the necessary timeframe and legible signatures are obtained;
- Counting all items received, delivered and processed in the Mail Operations Unit;
- Ensuring that the materials are safeguarded and accounted for while in transit.

# 7.2.3 Incoming Couriers and Client Services

- Receiving, signing and registering incoming courier items and registered mail using an automated incoming mail tracking system;
- Monitoring the delivery receipt and signatures and ensuring the deliveries were completed within allocated time-frames;
- Receiving, signing, registering and coordinating all incoming "by-hand" deliveries received from other Government Departments and Agencies and Crown Corporations and private firms and ensuring that the items are properly delivered to the addressee;
- Receiving, signing, registering and coordinating all incoming bids and ensuring that the items are properly delivered to the addressee;
- Answering in person (at the front counter), e-mails and telephone enquiries on the level of service, delivery schedules and mailroom operations in both official languages;
- Gathering and compiling statistical information of all incoming mail activities for each department and Corporate Services Sector and entering the data on the proper forms.
- Utilizing Microsoft Windows Excel, Word and Outlook Applications;
- Using an X-ray inspection system, and have received formal training and certification through an authorized trainer.
- The Incoming Courier and Client Services must be provided from 8:00 a.m. to 5:00 p.m.
- Between regular functions, assist with completing internal/external mail special services.

### 7.2.4 Mail Scanning, Opening and Inspection

- Scanning and inspecting all incoming mail and correspondence received from Canada Post and from the front counter receiving area to identify any suspicious items using an x-ray machine;
- Assessing and extracting any suspicious items and implementing the necessary security procedures;
- Monitoring and controlling incoming items, receipts, and proof of deliveries.
- Sorting and extracting all mail identified on the Mail Exempt from Opening list;
- Applying rules and regulations, opening and inspecting mail to verify for the presence of negotiable valuables according to the Financial Administration Act and guidelines;
- Scrutinizing the opened mail to detect breaches of security in accordance with the risk assessment procedures and guidelines;
- Ensuring that all urgent courier items are scanned, inspected and expedited as per delivery timeframe;

- Logging the registered items/valuables on cash blotters, monitoring, controlling, verifying and safeguarding items, and delivering to other personnel and Financial Services;
- Sorting, extracting and date stamping all incoming departmental invoices, and re-routing improperly addressed invoices to Financial Services;
- Advising external companies concerning improperly addressed bulk mail (i.e. junk mail), and rerouting of improperly addressed mail;
- Ensuring the proper usage of equipment, protective clothing and containment devices;
- Opening, and inspecting classified mail, ensuring confidentiality, and complying with the security regulations with regard to disclosure of sensitive information;
- Assisting in the emergency evacuation procedures and health and safety of employees; and
- Gathering and compiling statistical information of all mail opened, inspected and entering the data for each department and Corporate Services Sector on the proper forms.
- Utilising Microsoft Windows Excel, Word and Outlook Applications;
- Using an X-ray inspection system, and have received formal training and certification through an authorized trainer.
- Mail scanning, opening and inspection must be provided from 8:00 a.m. to 5:00 p.m.
- Between regular functions, assist with completing internal/external mail special services.

### 7.3 External/Internal Messenger

### 7.3.1 External Messenger Scheduled Runs

- Picking up and delivering on the external scheduled runs, in accordance with departmental regulations and procedures: Cabinet Documents, Treasury Board Books, Press Releases, regular and urgent by-hands, classified waste, diplomatic mail and all other types of correspondence, parcels/packages, boxes, equipment/cases and materiel to and from other Government Departments and Agencies and Crown Corporations and locations other than 90 Elgin Street and 219 Laurier Ave. West Complexes and within the National Capital Region (NCR);
- Ensuring the deliveries are done during the necessary timeframe and legible signatures are obtained;
- Ensuring that the materials are safeguarded and accounted for while in transit;
- Counting all items processed on a daily basis;
- External Messenger Special Services are also responsible to complete urgent pick-up and deliveries between the scheduled runs;
- Between scheduled runs, external messengers assist with completing internal/external mail special services.

### 7.3.2 External Messenger Special Services

- Unscheduled runs (pick-ups and deliveries) to/from the House of Commons;
- Performing unscheduled runs and urgent pick-up and deliveries within the National Capital Region and departmental personnel in offsite locations;
- Ensuring the deliveries are done during the necessary time-frame and legible signatures are obtained;
- Ensuring that the materials are safeguarded and accounted for while in transit;
- Counting all items processed on a daily basis;
- Between external special services, external messengers complete internal mail special services.

#### 7.4 Additional Internal / External Personnel for Special Services

The Contractor must provide a daily report detailing the additional hours worked by each personnel and category. The report shall contain the following pertinent information as required:

- Unscheduled runs (pick-ups and deliveries) to/from the House of Commons;
- Performing unscheduled runs and urgent pick-ups and deliveries within the National Capital Region and departmental personnel in offsite locations;
- Ensuring the deliveries are done during the necessary timeframe and legible signatures are obtained;
- Ensuring that the materials are safeguarded and accounted for while in transit; and
- Counting all items processed on a daily basis.

#### 7.5 Transition

- Contacting the Project Authority and requesting Mail and Messenger procedures between the period after the award of the Contract and commencement of services;
- Ensuring that all contract personnel report to work on the first working day of the Contract and thereafter, and that prior training and work schedule arrangements have been made to provide departmental services as per levels of service, the hours of operation, and according to roles and responsibilities as specified in the SOW. This transition should be completed without service disruptions;
- Ensuring that all means of transportation including handcarts and vehicles are fully serviced, operational, and available for work on the 1st working day of the contract and thereafter.

# 8.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

The Treasury Board of Canada Secretariat will provide the following:

Internal departmental work procedures, floor maps, access to employee database and lists, Intranet and limited Internet access, desks and chairs (based on personnel requirements of responsibilities), access to desktop computers and phones, sorting bins, carts and hand trucks for internal deliveries (various sizes), office supplies, photocopying equipment and scanner, secure delivery cases (various sizes), work and storage spaces, lunch area, washroom and showers facilities and punch clocks.

# Note: It is not the responsibility of the Treasury Board of Canada Secretariat to provide portable communication devices to consultants.

# 9.0 DELIVERABLES and ASSOCIATED SCHEDULE

# (Based on Section 7.0, Tasks - Roles and Responsibilities of the Functional Unit and Required Personnel)

The Contractor must:

- Adhere to all levels of service as outlined in section 9.1 of Annex A Level of Service;
- Engage in ongoing quality control measures to ensure departmental services are provided in an accurate, professional, and courteous manner;
- Complete forms (daily and monthly reports) depicting workload by department and submit reports to the Project Authority;
- Complete forms (adhering to client delivery deadlines) related to the delivery and/or receipt of mail,;
- Provide daily attendance reports to the Project Authority, detailing regular hours and additional hours of work performed.

# 9.1 Level of Service

The table below indicates the level of service to be provided for each mail and messenger services activity and the yearly quantities based on historical statistical information. The quantity of items to be processed for any given activity may vary from year to year.

ACTIVITIES	LEVELS OF SERVICE	ESTIMATED QUANTITIES (BY FISCAL YEAR)					
Incoming mail from Canada Post:	The mail must be picked-up from Alta Vista Postal Terminal at 7:30 a.m. (approximately 5 bags/boxes of mail) each day and brought to the Mail and Messenger Services Unit by 8:00 a.m.	5,000					
<ul> <li>Mail to be opened (Canada Post)</li> </ul>							
<ul> <li>Registration and delivery of negotiable valuables</li> </ul>	Delivered to Financial Services or recipients by end of day.	225					
Delivery of Canada     Post Mail	All Canada Post mail (including business class - bulk mail) must be delivered to its destination point by end of day.	20,000					
<ul> <li>Re-addressing of improperly addressed mail</li> </ul>	Processed by the close of business on the day received.	4,000					
Registration & distribution of items received over the counter to be scanned (X-Ray) & for internal delivery:							
<ul> <li>Registered Urgent by-hands</li> </ul>	Delivered within the hour.	3,000					
<ul> <li>Registered by- hands on runs</li> </ul>	Delivered between or on the next scheduled run.	12,000					
Unregistered mail	Delivered between or on the next scheduled run.	25,000					
Internal Circulation: • Circulars (# of copies)	Sorted and delivered on the next scheduled run or after operational hours as approved by Contract Authority.	4,000					
Outgoing mail:	The Canada Post lettermail / other products must be brought to the Alta Vista Terminal by 5:00 p.m. (Approximately 6 boxes).						
<ul> <li>Through K1A Delivery System (to other Government Departments and Agencies and Crown Corporations)</li> </ul>	30,000						
Messenger Operations-							

	1
A minimum of two (2) daily scheduled runs (8:15 a.m. and 1:15 p.m.) – with each run taking approximately one and three-quarter hours (1 <sup>3</sup> / <sub>4</sub> hours) to complete.	
Mail picked-up on any given scheduled run must be sorted and delivered to its destination point on the next scheduled run (maximum elapse turn- around time is five (5) hours within the James Michael Flaherty Building complex, and similar for external offsite departmental delivery locations pending run times and assigned schedules)	40,000
2 daily scheduled runs (as determined by Project Authority). Standard: 2 runs per day: 8:15 a.m. and 1:15 p.m. and each run takes approximately one and three-quarter hours (1 <sup>3</sup> / <sub>4</sub> hours).	
Picked-up and/or delivered within two (2) hours.	5,000
Delivered within one (1) hour	588
	1,109
Sorted and delivered on the next scheduled run	5,109
Pick-up of bags or boxes are done within two (2) hours and must all be completed by 5:00 p.m.	3,000
Pick-up of mail at Ministerial Offices (four (4) locations within the James Michael Flaherty Building complex and four (4) runs per day (8:05 a.m., 10:15 a.m., 1:15 p.m., and 3:30 p.m.) to the House of Commons Delivery of Ministerial mail to the House of Commons (8:20 a.m., 10:30 a.m., 1:30 p.m., and 3:45 p.m.) and pick up of mail for delivery to Ministerial Offices in the James Michael Flaherty	800
	a.m. and 1:15 p.m.) – with each run taking approximately one and three-quarter hours (1 <sup>3</sup> / <sub>4</sub> hours) to complete. Mail picked-up on any given scheduled run must be sorted and delivered to its destination point on the next scheduled run (maximum elapse turn- around time is five (5) hours within the James Michael Flaherty Building complex, and similar for external offsite departmental delivery locations pending run times and assigned schedules) 2 daily scheduled runs (as determined by Project Authority). Standard: 2 runs per day: 8:15 a.m. and 1:15 p.m. and each run takes approximately one and three-quarter hours (1 <sup>3</sup> / <sub>4</sub> hours). Picked-up and/or delivered within two (2) hours. Delivered within one (1) hour. Sorted and delivered on the next scheduled run. Sorted and delivered on the next scheduled run. Pick-up of bags or boxes are done within two (2) hours and must all be completed by 5:00 p.m. Pick-up of mail at Ministerial Offices (four (4) locations within the James Michael Flaherty Building complex and four (4) runs per day (8:05 a.m., 10:15 a.m., 1:15 p.m., and 3:30 p.m.) to the House of Commons Delivery of Ministerial mail to the House of Commons (8:20 a.m., 10:30 a.m., 1:30 p.m., and 3:45 p.m.) and pick up of mail for delivery to

	approximately one and one-half (1½) hours to complete	
	Other deliveries: Twenty (20) possible locations/addresses within this boundary including seven hundred (700) by-hand deliveries plus approximately one hundred (100) deliveries to the House of Commons and to Government Departments, Agencies, and Crown Corporations	
<ul> <li>National Capital Region (NCR)</li> </ul>	A by-hand delivery could contain multiple items in the form of envelopes, parcels/packages, boxes, equipment/cases. Minimum of two (2) daily- scheduled external runs (8:15 a.m. and 1:15 p.m.). Each run takes approximately three (3) hours in the AM and two (2) hours in the PM.	
	Please note the following combined vehicle runs: Core & East Ottawa Car Gatineau & West Ottawa Car	
	Ensure that the timeframe(s) stipulated on the Request for Messenger Services Forms are adhered to.	
	The normal turnaround time for the regular deliveries is five (5) hours.	
Messenger - Ottawa Core (West of Elgin to East of Kent, South of Wellington to North of Cooper)	55+ possible locations/addresses within this boundary including 1,450 by-hand deliveries, plus approx. 2,180 other deliveries to Government Departments and Agencies and Crown Corporations.	3,630
Vehicle - Ottawa Core (West of Elgin to East of Bronson, South of Wellington to North of Catherine) and Ottawa East (East of Rideau Canal, East of Bank Street South of Queensway to Hunt Club, Rockliffe Parkway to Blackburn Hamlet By-pass)	65+ possible locations/addresses within this boundary including 860 by-hand deliveries, plus approx. 2,290 other deliveries to Government Departments and Agencies and Crown Corporations.	3,150
Vehicle -Ottawa West (West of Bronson to Queensway, West of Bank Street South of Queensway to Herzberg Road,	55+ possible locations/addresses within this boundary including 800 by-hand deliveries plus approximately 270 other deliveries to Government Departments and Agencies and Crown Corporations.	1,070

from Ottawa River to Hunt Club) and Gatineau / Hull + 45 Sacré Coeur		
Urgent External Deliveries:(within the National Capital Region):	They shall be completed within one (1) hour from the time they are received in the Mail and Messenger Services Unit, or as specified by the client department. Occasionally, the operation will require urgent pick-up/delivery of bulk shipments (up to 75 boxes).	1,892
Note: All Internal and External between scheduled runs.	Messengers perform other duties including sorting and	d unscheduled deliveries

## CONSTRAINTS

From time to time, building closures on the delivery/pick-up destinations may occur that could affect the Contractor's ability to meet levels of service. The Contractor must advise the Project Authority immediately of any unforeseen events outside of its control that would disrupt the levels of service.

### 10. LANGUAGE OF WORK

The work will be conducted in English or French or both English and French (bilingual). The language requirements for each resource are outlined below. Each resource must be fluent in reading, writing and speaking in the language requirements as specified below.

Functional Unit:	Resource Category	Language Requirement
Mail Sorting and Internal /Departmental Scheduled Runs	-1 Junior Mail and Messenger Resource	English or French
Incoming Couriers and Client Services	-1 Mail and Messenger Resource	English and French
Mail Scanning, Opening and Inspection	-1 Mail and Messenger Resource	English or French
External/Internal Messenger Scheduled Runs	External/Internal Messengers: - 2 walkers - 2 drivers (with cars) - 1 driver (with regular van)	English or French
External/Internal Messenger Special Services	External/Internal Messengers: - 1 messenger - 1 driver (with regular van)	English or French

### Oral:

Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references.

#### Reading:

Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Understands all sociolinguistic and cultural references. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence.

#### Written:

Able to write the language precisely and accurately in a variety of prose pertinent to social issues and professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate connectors and discourse devices (ellipsis, parallelisms, and subordinates).

# 11. TRAVEL REQUIREMENTS.

There are no travel requirements outside of the NCR in the conduct of this work.

# 12. APPLICABLE DOCUMENTS

- a) Under services of the Corporate Services Sector, as defined in the National Capital Act (R.S.,c.N-3.Sch.). The Act can be viewed at: <u>http://laws-lois.justice.gc.ca/eng/acts/N-4/page-1.html#s-2.</u>
- b) Functional Unit and Personnel Category Form
- c) Procedural Forms
- d) Suggested Flow Chart

# 13. LOCATION OF WORK

The work site is 90 Elgin Street, Ottawa, Ontario. The alternate and/or contingency site would be at 45 Sacré-Coeur, Gatineau.

### 14. **REPORTING AND COMMUNICATION**

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Contact(s). Status updates, verbal or written, may be requested by the Project Contact(s) over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include: phone calls; electronic mail; faxes; and meetings. In addition, the Contractor is to immediately notify the Project Contact(s) of any issues, problems or areas of concern in relation to any work completed under the contract, as they arise.

### **15. SECURITY REQUIREMENTS**

The Security requirement is Secret; all resources must hold a valid Secret Clearance.

# APPENDIX 1A to ANNEX A

# SUGGESTED RESOURCES

Functional Unit	Suggested Resources
Internal Mail Operations	
- Mail Sorting and Internal / Departmental Scheduled Runs	1 messenger
- Incoming Couriers and Client Services	1 messenger
- Mail Scanning, Opening and Inspection	1 messenger
External / Internal Messengers	
- External Messenger Scheduled Runs	5 external messengers (2 walkers, 2 cars (including drivers), 1 regular van (including driver))
- External / Internal Messenger Special Services	2 special messengers (1 messenger, 1 regular van (including driver))

# APPENDIX 1B to ANNEX A

# SUGGESTED FLOW CHART

# Internal Mail Operation

**Mail Sorting and Internal Sheduled Runs** 

1 Messenger Incoming Couriers and Client Services 1 Messenger Mail Scanning, Opening and Inspection 1 Messenger

Site Authority

# External / Internal Messengers External Scheduled Runs

2 Walkers 2 Drivers (With Cars) 1 Driver (With Regular Van)

External / Internal Special Messengers

1 Messenger 1 Driver (With Regular Van)

# Appendix 1C to Annex A

# **FORMS**

	MAIL AND MESSENGER SERVICES K1A'S / K1A DU SERVICE DE COURRIER													
KIA'S RECE	KIA'S RECEIVED FROM OTHER DEPARTMENTS / KIA RECU DE D'AUTRE         MONTH / MOIS:           DEPARTEMENTS									k.				
DATE											TOTAL:			
1														
2														
3														
4														
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GRAND TOTAL														

Rev. April 7, 2017

Week of / Semaine de: \_\_\_\_\_

# **RE- ADDRESSING LOG**

# FEUILLE DE CONTRÔLE RÉADRESSAGE

Departments	Monday	Tuesday	Wednesday	Thursday	Friday
Ministères	Lundi	Mardi	Mercredi	Jeudi	Vendredi

Finance			
Treasury Board			



S.V.P. PHESSER FORTEMENT

TBS/SCT 315-0059 (2012/07)

White Blanche Distribution Centre

Government Gouvernement of Canada du Canada

ACTION SLIF Mail and Messenge		FICHE DE SERVICE Sous-section du courrier et de la messag		
Floor / Tower Étage / Tour	Name Nom			
Phone number Numéro de téléph	one Branch / Division	/ Section Direction / Division / Section		
Instructions				
Messenger's Initiais Initiales du m	essager Time pick	ved up Heure de la cuellette		
FTC/FCC 154-2 (Rex 2007/08)	· · · · · · · · · · · · · · · · · · ·			
UNITÉ DE RÉCE	S BID RECEIVING UNIT PTION DES SOUMISSION	IS DU SCT		
n identification tification de l'article	Solicitation / Reference No. Nº de solicitation / référence	Serial No. Nº de série		
		000387		
OM / EXPEDITEUR		000001		
/ DESTINATAIRE				
		Location / Emplacement		
partmental TBS Recipient / Dest	inataire ministériel du SCT			
ne (please print) / Nom (en lottras mou				

Canary \_ Recipient Jaune \_ Destinataire Goldenrod \_ Originator Chamois \_ Expéditeur \*

Department of Finance Ministère des Finances Canada

# **BID RECEIPT FORM**

# FORMULAIRE DE RÉCEPTION DES SOUMISSION

Item Identification (# of parcels) Identification de l'article (No. de colis)	Solicitation / Referen N* de solicitation / ré		Date and Time of Receipt Date et heure de réception
	FIN-XXXXXXXX	xx	
	Bid Closing Date and		
	Date et heure de clôt	ure	
FROM / EXPÉDITEUR			
TO / DESTINATAIRE			
		Location/Emplacement	
Departmental FIN Recipient / Des	tinataire ministé	riel de FIN	
Name (please print) / Nom (en lettres moulées	):	Signature:	

)ate:	-		
	INTERNAL RUN / CO		
	FLOORS / I	ÉTAGES	
eparture Time / Heure de dépai	8:15	13:15	Total
	TBS	TBS	TBS
TBS			
L'Esplanade			
	TBS	TBS	TBS
TBS			
45 Sacré-Coeur			
	TBS	TBS	TBS
TBS			
219 Laurier			
4-5-6-7-8-9-10-11-12-13-14			
	TBS	TBS	TBS
TBS			
90 Elgin			
0-1-2-3-4-5-6-7-8-9			]
	FIN	FIN	FIN
FIN			
90 Elgin 9-10-11-12-13-14-15-16-17			
3-10-11-12-13-14-13-16-17			

# **TBS Submissions**

# Présentations SCT

Control Number Numéro de contrôle	SUB-

Items delivered to MMS	
Items livrés au SMC	

From / De	
***************************************	

Accepte	ed by
Accepté	par
Date / 1 Date / H	
	·····
To / À	Treasury Board Submission Centre
	Centre des présentations du Conseil du Trésor
	90 Elgin Street / 90 rue Elgin
	9th Floor / 9 <sup>e</sup> Étage,
	Ottawa, On K1A 0R5

\_\_\_\_

Mail Services External Runs / Departmental Employees /	
Service de Courrier Course Externe / Employées du Ministère	

Date:

External runs departure time	FIN	FIN Hon. Bill Morneau	TBS	TBS Hon. Scott Brison
/ Course externe heure de départ	Privy Council Office (pieces / pièces)	435-S Centre Block Minister of Finance	Privy Council Office (pieces / pièces)	306 Justice Bldg. President of TBS
8:20				
10:30				
1:30				
3:30				×
Others / Autre:				
TOTAL				

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#### ITEMS RECEIVED AT THE COUNTER / ITEMS RECU AU COMPTOIR (EXCLUDING INCOMING REGISTERED ITEMS / EXCLUANT LES ITEMS ENREGISTRÊS)

)ate			

DEPARTMENTS MINISTÈRES	P	TOTALS	
FIN 90 Elgin		-	
TBS Various location			
TOTALS			

DATE D	SSING DATE / DE EMENT:		DELIVERING DATE		
RUN / C	COURSE: CORE - EAST / CENTRE-VILLE - 2	EST			
QTY / QTÉ	DEPT. ADDRESS / ADRESSE DEPT	POSTAL CODE / CODE POSTAL	SIGNATURE	TIME / HEURE	OPEN / OUVERT
	NAC - 53 Elgin St. Receiving	K1P 5W1			8:00 - 4:00
	DCC - 350 Albert St. Rm 1900	K1A 0K3			8:00 - 5:00
	CCC - 350 Albert St. 7th Floor	K1A 0S6			8:00 - 5:00
	NSERC-SSHRCC - 350 Albert St. 16th F1.	K1A 1H5/K1P 6G4			8:00 - 4:00
	IRB - 344 Slater St. 12th Floor	K1A 0K1			8:00 - 4:00
	CHRC - 344 Slater 8th Floor PICK-UP	K1A 1E1			8:00 - 4:30
	PSAC - 233 Gilmour St., back entrance.	K2P 0P1			8:00 - 4:00
	JUSTICE - 275 Sparks St. Basement	K1A 0H8			7:00 - 5:00
	AEC – 270 Albert street, Suite 1500	K1P 5G8			7:00 - 4:30
	IDRC - 150 Kent St. 3rd Floor #389	K1G 3H9			8:00 - 4:30
	HMIRC - 427 Laurier Ave W., 7th Floor	K1A 1M3			8:30 - 4:30
	MNT - 320 Sussex Dr. Main F1.	K1A 0G8			8:00 - 4:00

Mail and Messenger Services (FIN/TBS)

DATE D	SSING DATE / DE EMENT:		DELIVERING DATE		
RUN / C	OURSE: CORE - EAST / CENTRE-VILL	E - EST			
QTY / QTÉ	DEPT. ADDRESS / ADRESSE DEPT	POSTAL CODE / CODE POSTAL	SIGNATURE	TIME / HEURE	OPEN / OUVERT
	NGC - 380 Sussex Dr. L.D.	K1N 9N4			7:00 - 4:30
	EXT - 125 Sussex Dr. AG310	K1A 0G2			7:30 - 5:00
	GGC - 1 Sussex Dr. (Dome Bldg) Main Fl	. K1A 0A1			8:30 - 4:30
	H. OF C – 2303 Stevenage Dr.	K1A 0A6			8:00 - 4:00
	SENATE -2303 Stevenage Dr. (K1A & No	on Urgent Mail) K1A 0A4			8:00 - 4:00
	PSC – 2303 Stevenage Dr.	K1A 0M7			8:00 - 4:00
	NMS&T - 2421 Lancaster Rd., Door #N4	K1G 5A3			8:00 - 4:00
	CSIS - 1941 Ogilvie Rd. L.D.#5 (Dial 135	8) K1G 4G4			8:00 - 5:00
	CSE - 1929 Ogilvie Rd.	K1G 3Z4			8:00 - 5:00
	NRC – M19 Montreal Rd. Ground	K1A 0R6			7:30 - 4:00
	CMHC - 700 Montreal Rd., S + R	K1A 0P7			7:30 - 5:00
	NPB – 410 Laurier Ave 6th Fl.	K1A 0R1			7:30 - 4:00
					<b></b> `

Mail and Messenger Services (FIN/TBS)

DATE E TRAITH	SSING DATE / DE EMENT: COURSE: HOUSE OF COMMONS / CI	HAMBRE DES COMMU	DELIVERING DATE / DATE DE LIVRAISON:	
QTY /	DEPT.ADDRESS /	POSTAL CODE /	SIGNATURE	OPEN /
QTÉ	ADRESSE DEPT	CODE POSTAL		OUVERT
	PCO - 11 Metcalfe St. Main Floor	K1A 0A2 / 0A3		8:00 - 6:00
L	1			

Mail and Messenger Services (FIN/TBS)

Rev. Sept. 9, 2017

DATE D	SSING DATE / E EMENT:		DELIVERING DATE / DATE DE LIVRAISON:	
RUN / C	OURSE: Special Driver / Chauffe	eur spécial		
QTY / QTÉ	DEPT.ADDRESS / ADRESSE DEPT	POSTAL CODE / CODE POSTAL	SIGNATURE	TIME / HEURE

Dage 1

Mail and Messenger Services (FIN/TBS)

Rev. April 15, 2016

DATE	OCESSING / DATE DE EMENT:		DELIVERY DATE / DATE DE LIVRAISON:		
RUN / (	COURSE: WALK/MARCHE				
QTY/ QTÉ	DEPT.ADDRESS ADRESSE DEPT	POSTAL CODE / CODE POSTAL	SIGNATURE	TIME / HEURE	OPEN / OUVERT
	SOL - 340 Laurier Ave 1st Fl.	K1A 0P8			7:30 - 4:00
	CSC - 340 Laurier Ave 1st Fl.	K1A 0P9			7:30 - 4:00
	CIC & IC - 365 Laurier Ave Grd I	Fl. K1A 1L1			7:00 - 4:00
	PMPRB - 333 Laurier Ave 14th	K1P 1C1			7:00 - 5:30
	CITT - 333 Laurier Ave Rm 1503	K1A 0G7			7:00 - 5:30
	CNSC - 280 Slater St. 2nd Fl.	K1P 589			7:00 - 5:30
	SIR - 122 Bank St. 4th Fl.	K1P 5N6			8:00 - 4:00
	SCC – 55 Metcalfe St., Suite 600	K1P 6N7			7:00 - 5:30
	SFI - 255 Albert St. 12th Fl.	K1A 0H2			7:00 - 7:00
	CICS - 222 Queen St. 12th Fl.	K1N 8V5			7:00 - 5:30
	IC - 235 Queen St. <u>BASEMENT</u> .	Env. only) K1A 0H5			7:00 - 5:30
	IC - 235 Queen St.S-155 BASEM	ENT. (Boxes only) K1A 0H5			7:30 - 5:00
	AUD - 240 Sparks St. BASEMEN	<u>T</u> . K1A 0G6			7:30 - 5:00

Mail and Messenger Services (FIN/TBS)

DATE	OCESSING / DATE DE EMENT:		DELIVERY DATE / DATE DE LIVRAISON:		
RUN /	COURSE: WALK / MARCHE				
QTY/ QTÉ	DEPT.ADDRESS ADRESSE DEPT	POSTAL CODE / CODE POSTAL	SIGNATURE	TIME / HEURE	OPEN / OUVERT
	NJC - PSSRB / 240 Sparks St. Basement.	K1P 5V2			7:30 - 5:00
	CIRB - 240 Sparks St. Basement.	K1A 0X8			7:30 - 5:00
	EDC - 150 Slater St. 2nd Floor Loading Dock on L	aurier St. K1A 1K3			8:00 - 4:30
	IJC - 234 Laurier Ave. W., 22nd Floor	K1P 6K6			8:00 - 4:00
	CCA – 150 Elgin Street, 2nd Floor Mailroom	K1P 5V8			8:00 - 5:00
	HRT - 160 Elgin St. 11th Floor	K1A 1J4			8:00 - 5:00
	CIHR - 160 Elgin St. 10th Floor Room 501 E	K1A 0W9			8:00 - 4:00
	CJC - 150 Metcalfe St. 15Th Floor	K1A 0W8			8:00 - 4:00
	FJA - 99 Metcalfe St. Rm.853	K1A 1E3			8:30 - 5:00
	OEC - 66 Slater 22nd Floor (Main Reception)	K1A 0A6			8:30 - 5:00
	DVA - 66 Slater St. 14th.	K1A 0P4			7:30 - 5:00
	NCC - 40 Elgin St. Room 202	K1P 1C7			7:30 - 4:30

Mail and Messenger Services (FIN/TBS)

DATE	OCESSING / DATE DE TEMENT:		DELIVERY DATE / DATE DE LIVRAISON:		
RUN /	COURSE: WALK / MARCHE				
QTY/ QTÉ	DEPT.ADDRESS ADRESSE DEPT	POSTAL CODE / CODE POSTAL	SIGNATURE	TIME / HEURE	OPEN / OUVERT
	RCM - 60 Queen St.6 <sup>th</sup> Rm.600 (External Review Committee)	K1P 5R2			8:00 - 4:00
	RCM - 60 Queen St. 5th Reception (Public Complaint Commission Station)	K1P 5Y7			8:00 - 4:00
	TCC - 90 Sparks Main Floor	K1A 0M1			8:00 - 4:30
	COT - 90 Sparks St. Rm. 600	K1P 5B4			8:00 - 5:00
	FCC - 90 Sparks St. Main Floor room 01	K1A 0H9			8:00 - 4:30
	WEDC - 90 Sparks St., 3rd Floor, Rm. 341	K1P 5J3			8:00 - 5:00
	CDIC - 50 O'Connor ST. Rm. 1707	K1P 6L2			8:00 - 4:00
	CBC - 181 Queen St.	K1P 1K9			9:00 - 5:00
	SENATE - 140 Wellington St., Main Floor only)	(Flowers & Urgent K1A 0A4			8:00 - 4:15

Mail and Messenger Services (FIN/TBS)

/ DATE TRAIT	ESSING DATE DE EMENT: COURSE: WEST - GATINEAU / OUES	ST - GATINEAU	DELIVERING DATE / DATE DE LIVRAISON:		
QTY / QTÉ	DEPT. ADDRESS / ADRESSE DEPT	POSTAL CODE / CODE POSTAL	SIGNATURE	TIME / HEURE	OPEN / OUVERT
	SCC - 301 Wellington Street, east door	K1A 0J1			8:00 to 3:30
	NLA - 395 Wellington St. L. Dock	K1A 0N3			7:30 to 4:30

Mail and Messenger Services (FIN/TBS)

Rev. April 15, 2016

										1	Date:			
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# ANNEX B BASIS OF PAYMENT

For financial evaluation purposes, the Bidder's financial proposal will be the sum of the following:

### A – Contract Period

- 1.0 Regular Hourly Rates for Regular Resources
- 1.1 Overtime Rates for Regular Resources
- 1.2 Rates for Additional Vehicles and Drivers and Messengers

### B- Contract Period (From date of Award to July 31, 2021 inclusive)

The Contractor will be paid in accordance with the following Basis of Payment for work performed pursuant to the resulting Contract. Hours worked by each regular and additional personnel and category will be based on daily attendance report (timesheets).

NOTE: The following categories' firm all-inclusive hourly rate includes all expenses related to providing the driver and the vehicle. Charges for the resources separately will not be accepted:

Driver (including car) Driver (including regular van) Full-size Van (including driver) Cube Van (including driver) 5 Ton (including driver) Regular Size Van (including driver)

# 1.0 Regular Hourly Rates for Regular Resources

The rates for work performed by regular personnel for regular work will be firm all-inclusive hourly rates, GST/HST excluded, as follows:

Regular hourly rates in Canadian dollars for regular hours (weekly hours based on Ontario Employment Standards.)

Functional Unit - Category	Number of Resources (A)	Estimated Regular Hours (B)	Firm All- inclusive Hourly Rate (C)	Total (in \$CDN) (D) (AxBxC=D)						
Internal Mail Operations	1	1								
Mail Sorting and Internal/Departmental Scheduled Runs- Mail and	1	6240	\$	\$						
Messenger Resource										
Incoming Couriers and Client Services	1	6240	\$	\$						
Mail Scanning, Opening and Inspection	1	6240	\$	\$						
External/Internal Messenger Scheduled Runs-External/Internal Messengers										
Walkers	2	6240	\$	\$						

Drivers (including cars)	2	6240	\$	\$
Driver (including regular van)	1	6240	\$	
External/Internal Messenge	r Special S	Services-External	/Internal Messeng	jers*
Walker	1	6240	\$	\$
Driver (including Regular van )	1	6240	\$	\$
		·	Sub-total 1:	\$

\*If additional resources are required as per Section 7.4 of Annex A, Statement of Work, the additional resources will be paid at the rate identified for that resource category as per Annex B, Basis of Payment.

# 1.1 Overtime Rates for Regular Resources

Overtime will be paid in accordance with Ontario Employment Standards. Overtime rates cannot exceed 1.5 x the rate in table 1.0, Regular Hourly Rates for Regular Resources.

Functional Unit - Category	Number of Resources (A)	Estimated overtime Hours (B)	Firm All- inclusive Hourly Rate (C)	Total (in \$CDN) (D) (AxBxC=D)	
Internal Mail Operations				•	
Mail Sorting and	1	6	\$	\$	
Internal/Departmental					
Scheduled Runs- Junior					
Mail and Messenger					
Resource			•		
Incoming Couriers and Client	1	6	\$	\$	
Services			•	•	
Mail Scanning, Opening and	1	6	\$	\$	
Inspection					
External/Internal Messenger	Scheduled Rur	ns-External/Into	ernal wesseng	jers	
Walkers	2	6	\$	\$	
Drivers (including cars)	2	6	\$	\$	
Driver (including regular	1	6	\$	\$	
van)					
External/Internal Messenger	Special Service	es-External/Int	ernal Messeng	jers*	
Walker	1	6	\$	\$	
Driver (including Regular	1	36	\$	\$	
van)					
	•	•	Sub-total 2:	\$	

# 1.2 Rates for Additional Vehicles and Drivers and Messengers

The rates for work performed by additional vehicles and drivers will be firm all-inclusive hourly rates, GST/HST excluded, as follows:

Hourly rates in Canadian dollars for regular hours (weekly hours based on Ontario Employment Standards)

VEHICLES	Number of Vehicles (A)	Estimated Regular Hours (B)	Firm All- inclusive Hourly Rate (C)	Total (in \$CDN) (D) (AxBxC=D)
Full-size Van (including driver)	1	48	\$	\$
Cube Van (including driver)	1	24	\$	\$
5 Ton (including driver)	1	66	\$	\$
Junior Messenger	1	8	\$	\$
	\$			

# 2. Calculation of Total Evaluation Price

The total evaluation price will be calculated as follows: The sum of 'Sub-total - A – Contract Period (sub-total 1 + sub-total 2 + sub-total 3), excluding GST or HST.

Period	Total (in \$CDN)
Sub-total 1	\$
Sub-total 2	\$
Sub-total 3	\$
Sub-total	\$
	GST : \$
Insert GST or HST amount, as applicable:	HST : \$
TOTAL EVALUATION PRICE	\$

# Annex C

Government Gouvernement	1		Contract Number ( Numére du							
of Canada du Canada		Contract Number / Numéro du contrat 24062-19-504								
		S	Security Classification / Classification de sécurité							
		ES RELATIVE	IST (SRCL) S À LA SÉCURITÉ (LVERS)							
PART A - CONTRACT INFORMATION / PARTI	E A - INFORMATION CONTI	RACTUELLE	0 Description of Discourse of Discourse							
1. Originaling Government Department or Organization Ministère ou organisme gouvernemental d'origine Tropount Roard of Connector Sector										
Treasury Board of Canada Secretariat       Composite Services Sector         3. a) Subcontract Number / Numéro du contrat de sous-traitance       3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant										
-			of our contractor / Num et auresse (	au sous-traitant						
4. Brief Description of Work - Brève description d	u travail									
Mail and Messenger Services										
	10.10									
5. a) Will the supplier require access to Controlk Le fournisseur aura-t-il accès à des marche	indises contrôlées?			No Yes Non Oul						
5. b) Will the supplier require access to unclassing Regulations?				No Yes Non Oui						
Le fournisseur aura-t-il accès à des donnée Règlement sur le contrôle des données tec	es techniques militaires non c hniques?	lassifiées qui son	t assujetties aux dispositions du							
6. Indicate the type of access required - Indiquer										
6. a) Will the supplier and its employees require Le fournisseur ainsi que les employés auro (Specify the level of access using the chart (Préciser le niveau d'accès en utilisant le ta			nformation or assets? ens PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Non Oui						
<ol> <li>b) Will the supplier and its employees (e.g. cle No access to PROTECTED and/or Cl ASSI</li> </ol>	aners, maintenance personni	el) require access		No Yes						
Le tournisseur et ses employes (p.ex. netto L'accès à des renseignements ou à des ble	yeurs, personnel d'entretien) ns PROTÉGÉS et/ou CLASS	auront-ils accès à IFIES n'est pas a	des zones d'accès restreintes? utorisé.	Non L Oul						
<ol> <li>c) Is this a commercial courier or delivery requ S'agit-II d'un contrat de messagerie ou de la</li> </ol>	irement with <b>no ov</b> ernight sto rraison commerciales sans e	orage? ntreposage de nu	iit?	No Yes Non Oui						
7. a) Indicate the type of information that the sup		s / Indiquer le typ		devra avoir accès						
Canada 🖌 7. b) Release restrictions / Restrictions relatives a	NATO / OTAN		Forelgn / Étranger							
No release restrictions	All NATO countries		No release restrictions							
a la diffusion	Tous les pays de l'OTAN		Aucune restriction relative à la diffusion							
Not releasable À ne pas diffuser										
Restricted to: / Limité à :	Restricted to: / Limité à :		Restricted to: / Limité à :							
Specify country(ies): / Préciser le(s) pays :	Specify country(les): / Préc	siser le(s) pays :	Specify country(les): / Précis	ser le(s) pays :						
7. c) Level of Information / Niveau d'information	J									
PROTECTED A PROTEGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ		PROTECTED A PROTÉGÉ A							
PROTECTED B PROTEGE B	NATO RESTRICTED NATO DIFFUSION RESTR		PROTECTED B PROTEGE B							
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL		PROTECTED C PROTÉGÉ C							
CONFIDENTIAL CONFIDENTIAL	NATO SECRET NATO SECRET		CONFIDENTIAL							
SECRET 🖌	COSMIC TOP SECRET COSMIC TRÈS SECRET		SECRET							
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Security Classification / Classification de sécurité

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<b></b>	Government of Canada	Gouvernement du Canada		Contract Number / Numéro du contrat 24062-19-504				
					Security Classificatio	n / Classif	ication de séc	urité
				L				
PARTA	(continued) / I	PARTIE A (suite)				-		
8. Will t Le fo If Ye Dans	ne supplier requ urnisseur aura- s, indicate the la s l'affirmative, in	tire access to PROTE t-il accès à des rensel avel of sensitivity: diquer le niveau de se			or assets? OTEGES et/ou CLASSIFIES	57	No Non	Yes Oui
Le fo	umisseur aura-	t-il acces a des rensei	ely sensitive INFOSEC Information or asse gnements ou à des biens INFOSEC de na	ets: ature ext	trêmement délicate?		No Non	Qui Oui
Shor	t Title(s) of mat	erial / Titre(s) abrégé(:	s) du matériel :					
		Numéro du documen						
PART E 10. a) P	- PERSONNE ersonnel securi	L (SUPPLIER) / PAR ty screening level requ	TIE B - PERSONNEL (FOURNISSEUR) Jired / Niveau de contrôle de la sécurité du	person	nel requis			1.0
Г		( STATUS ABILITÉ			ECRET		TOP SECRET TRÈS SECRET	
	TOP SECRE	T - SIGINT	NATO CONFIDENTIAL NATO CONFIDENTIEL		ATO SECRET ATO SECRET		COSMIC TOP S COSMIC TRÈS	
Ε	SITE ACCES	SS (EMPLACEMENTS						
	Special comme Commentaires	spéciaux :						
	NOTE: If mult REMARQUE :	liple levels of screenin Si plusieurs niveaux d	g are identified, a Security Classification C e contrôle de sécurité sont requis, un guid	Suide mi le de cla	ust be provided. Issification de la sécurité do	t être four	ni.	
10. b) M	Aay unscreened Du personnel sa	personnel be used fo ns autorisation sécuri	r portions of the work? laire peut-il se voir confier des parties du t	ravail?			No Non	Yes Oui
ł	f Yes, will unscr Dans l'affirmative	eened personnel be e e, le personnel en que	scorted: stion sera-t-il escorté?				No Non	Ves Oui
PART	C - SAFEGUAR	RDS (SUPPLIER) / PA	RTIE C - MESURES DE PROTECTION (	FOURN	ISSEUR)		the state	
INFOR	MATION / ASS	ETS / RENSEIGNE	MENTS / BIENS					
			and store PROTECTED and/or CLASSIF				No Non	Yes Oui
1 1	CLASSIFIES?							
11. b)	Will the supplier Le fournisseur s	be required to safegu era-t-il tenu de protég	ard COMSEC information or assets? er des renseignements ou des biens COM	ISEC?			No Non	Oui Oui
	UCTION							
		ir at the supplier's site s du fournisseur servir	/or repair and/or modification) of PROTEC or premises? ont-elles à la production (fabrication el/ou				No Non	Oui Oui
INFO	RMATION TEC	HNOLOGY (IT) MEDI	A / SUPPORT RELATIF À LA TECHNOL	OGIE D	E L'INFORMATION (TI)			
1.240	CLASSIFIED in	formation or data?	s IT systems to electronically process, process propres systèmes informatiques pour PROTÈGÉS et/ou CLASSIFIÉS?			quement	No Non	Yes Oui
11. e)	Will there be ar Disposera-t-on gouvernementa	d'un lien électronique	en the supplier's IT systems and the gover entre le système informatique du fourniss	nment o eur et ci	department or agency? elui du ministère ou de l'age	nce	No Non	Yes Oui
L	Add							

TBS/SCT 350-103 (2004/12)

Security Classification / Classification de sécurité

Canadä



#### Gouvernement Government of Canada du Canada

Contract Number / Numéro du contrat 24062-19-504

Security Classification / Classification de sécurité

#### PART C (continued) / PARTIE C (suite)

For users completing the form manuality 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 Intenet), 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 récapitulaif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF															
Category Catégorie		OTEC			SSIFIED ASSIFIÉ		NATO				COMSEC				
	A	В	С	Confidential Confidential	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	otégé B		Confidential Confidentiel	Secret	Top Secret Très Secret
Information / Assets Renseignements / Biens															
Production															
IT Media Support TI															
IT Link Lien électronique															
2. 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 PROTÉGÉ et/ou CLASSIFIÉE? If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifier le présent formulaire en Indiquent le niveau de sécurité dans la case Intitulée.								Yes Oui							
2. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?															
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, classifier le présent formutaire 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 plèces jointes (p. ex. SECRET avec des plèces jointes).															

Security Classification / Classification de sécurité



#### ANNEX D

# FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with 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 <u>Employment and</u> <u>Social Development Canada (ESDC) – Labour's</u> 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 <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- 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 <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.

#### OR

- A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-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) 

# ANNEX E

BIDS	SUBMISSION FORM				
Bidder's full legal name					
Authorized Democratics of Didden for					
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:				
	Title: Address:				
	Telephone #: Email:				
Bidder's Procurement Business Number					
(PBN)					
[see the Standard Instructions 2003]					
[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]					
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)					
Former Public Servants	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?				
See the Article in Part 2 of the bid solicitation entitled Former Public Servant	Yes No				
for a definition of "Former Public Servant".	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"				
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?				
	Yes No				
	If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"				
Security Clearance Level of Bidder					
[include both the level and the date it was granted]					
[Note to Bidders: Please ensure that the security clearance matches the legal					

name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]		
On behalf of the Bidder, by signing below, I conduct documents incorporated by reference into the		itation including the
1. The Bidder considers itself and its propose described in the bid solicitation;	d resources able to meet all the mandato	ry requirements
2. This bid is valid for the period requested in	the bid solicitation;	
3. All the information provided in the bid is co	mplete, true and accurate; and	
4. If the Bidder is awarded a contract, it will a contract clauses included in the bid solicitation		in the resulting
Signature of Authorized Representative of Bidder		