



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

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

**Proposal to: Canada Revenue Agency**

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

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

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

**Bidder's Legal Name and Address (ensure the Bidder's complete legal name is properly set out)  
Raison sociale et adresse du Soumissionnaire (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)**

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

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

**Name /Nom**

\_\_\_\_\_

**Title/Titre**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

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

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

**Telephone No. – No de téléphone**

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

**Fax No. – No de télécopieur**

\_\_\_\_\_

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

**REQUEST FOR PROPOSAL /  
DEMANDE DE PROPOSITION**

<b>Title – Sujet</b>	
Mail transportation services for the Greater Montréal area	
<b>Solicitation No. – No de l'invitation</b>	<b>Date</b>
1000344218	December 19, 2018
<b>Solicitation closes – L'invitation prend fin</b>	<b>Time zone – Fuseau horaire</b>
<b>on – le February 5, 2019</b>	EST /HNE Eastern Standard Time/ Heure Normale de l'Est
<b>at – à 2:00 P.M. / 14 h</b>	
<b>Contracting Authority – Autorité contractante</b>	
Name – Henrik Schwerdtfeger Address – Adresse - See herein / Voir dans ce document E-mail address – Adresse de courriel - See herein / Voir dans ce document	
<b>Telephone No. – No de téléphone</b>	
(613) 608-6997	
<b>Fax No. – No de télécopieur</b>	
(613) 948-2459	
<b>Destination - Destination</b>	
See herein / Voir dans ce document	



## **Request for Proposal (RFP)**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

**Title:** Mail transportation services for the Greater Montréal area

### **Part 1 General Information**

#### **1.1 Introduction**

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the solicitation;

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

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

Part 5 Certifications and Additional Information

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

#### **Appendices**

Appendix 1: Mandatory Criteria

Appendix 2: Financial Proposal

Part 7 Model Contract: includes the clauses and conditions and any annexes that will apply to any resulting contract.

#### **Annexes**

Annex A: STATEMENT OF WORK

Annex B: BASIS OF PAYMENT

Annex C: SECURITY REQUIREMENTS

Annex D: CONFIDENTIALITY CERTIFICATION



## 1.2 Summary

The CRA requires **scheduled** and **unscheduled** mail pick-up and delivery services for the Canada Revenue Agency ("CRA").

## 1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
Day/Month/Year	For purposes of technical evaluation, one (1) month shall equal a minimum of 16.67 billable days (a day equals 7.5 hours) and one (1) year equals a minimum of 200 billable days. Any additional billable days within the same year will not increase the experience gained for the purposes of evaluation.
Project	A set of activities required to produce certain defined outputs, or to accomplish specific goals or objectives, within a defined schedule and resource budget. A project exists only for the duration of time required to complete its stated objectives.
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

## 1.4 Debriefings

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

## 1.5 Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. If you have issues or concerns regarding the solicitation, you have the option of raising them with the CRA, or, you may have the option of raising them with the OPO depending upon the nature of the complaint. You may contact the OPO by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca) ..

## 1.6 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within



that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. More information can be obtained on the Tribunal's Web site ([www.citt-tcce.gc.ca](http://www.citt-tcce.gc.ca)) or by contacting the Registrar of the Tribunal at 613-993-3595.

Also consult [Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>).



## Part 2 Bidder Instructions

### 2.1 Mandatory Requirements

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

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

#### 2.1.1 Signatures

Bidders MUST sign Page 1 (front page) of the Request for Proposal and any certifications identified in Part 5.

### 2.2 Standard Instructions, Clauses and Conditions A000T (2012-07-16)

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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

The standard instructions and conditions 2003 (2016-04-04) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A3005T	Status and Availability of Resources	2010-08-16
A3010T	Education and Experience	2010-08-16
A3015T	Certifications	2014-06-26
C3011T	Exchange Rate Fluctuation	2013-11-06

#### 2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services – Competitive Requirements 2003 (2016-04-04) are revised as follows.

Section 01 titled “Integrity Provisions– Bid”, is deleted in its entirety and replaced with the following:

1. The *Supplier Integrity Directive* (SID) dated May 24, 2016, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency’s website at <https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html>
2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from



entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.

3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Bidder certifies that:
  - a. it has read and understands the SID (<https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html>)
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the SID, will or may result in a determination of ineligibility or suspension under the SID;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the SID;
  - e. none of the domestic criminal offences, and other circumstances, described in the SID that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Bidder is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Bidder provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the SID, Canada may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

Section 02 titled "Procurement Business Number", is hereby deleted in its entirety and replaced with:

Suppliers should obtain a Business Number (BN) before contract award. Suppliers may register for a BN online at <https://www.canada.ca/en/services/taxes/business-number.html>.

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

Section 05 titled "Submission of Bids", paragraph 2 (d) is deleted in its entirety and replaced with the following:



(d) send its bid only to the Canada Revenue Agency Bid Receiving Unit or to the address specified in the solicitation in Section 2.3.

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

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

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

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

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

Section 21 titled "Code of Conduct for Procurement-bid" is hereby deleted in its entirety.

### 2.3 Submission of Proposals

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

BIDDERS ARE TO SUBMIT PROPOSALS TO:

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

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

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

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

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit



the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **2.5 Applicable Laws SACC A9070T (2014-06-26)**

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

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

## **2.6 Terms and Conditions**

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





### Part 3 Proposal Preparation Instructions

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

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

Section I: Technical Bid (one hard copy and one soft copy)

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 to provide Mail transportation services for the Greater Montréal area in a thorough, concise and clear manner for carrying out the Work.

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

Section II: Financial Bid (one hard copy and one soft copy)

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

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

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

Section III: Certifications (one hard copy and one soft copy)

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information (one hard copy and one soft copy)

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

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

- a. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b. Use recycled-fibre content paper and two-sided printing. Reduction in the size of documents will contribute to CRA's sustainable development initiatives and reduce waste;
- c. avoid the use of colour and glossy formats
- d. use a numbering system corresponding to that of the bid solicitation;
- e. include the certification as a separate section of the bid.



## Part 4 Evaluation and Selection

### 4.1 General

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

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

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

### 4.2 Steps in the Evaluation Process

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

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

Bids will be ranked in accordance with the Selection Methodology.

#### Step 1 – Evaluation against Mandatory Criteria

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

#### Step 2 – Evaluation of Financial Proposals

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



Bidders must quote an all-inclusive fixed per diem rate for the scheduled and unscheduled mail pick-up and delivery services as outlined in Annex A: Statement of Work (ROUTE 1, ROUTE 2, ROUTE 3, ROUTE 4, ROUTE 5, and ROUTE 6), in Canadian funds. Customs duties are included and Applicable Taxes are extra.

All rates must include all labour and material costs, fuel surcharge, administrative related fees, insurance costs, maintenance costs, and all other overhead costs including but not limited to any fees or other charges required by law, and insurance, in Canadian funds. Customs duties are included and Applicable Taxes are extra, for each run listed below.

No overtime premiums will be paid on scheduled run(s).

No allowance for lateness will be given. Lateness shall be regarded as a missed trip and not charged.

The Bidder must submit their financial bid in accordance with the Appendix 2: Financial Proposal.

Prices submitted will be evaluated to determine the total cost for Mail transportation services for the Greater Montréal area (**bid evaluation price**), as shown in the **example** below.



Item No.	Description	Estimated number of bins per year	Estimated number of days	Per Diem Rate	Extended Cost
1	ROUTE 1 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	2000	261	\$10	261x\$10 = \$2,610
2	ROUTE 2 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	1000	261	\$10	261x\$10 = \$2,610
3	ROUTE 3 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	500	261	\$10	261x\$10 = \$2,610
4	ROUTE 4 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	1000	261	\$10	261x\$10 = \$2,610
5	ROUTE 5 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	500	104	\$10	104x\$10 = \$1,040
6	ROUTE 6 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	Not available	10	\$10	10x\$10 = \$100

Total evaluation cost for mail transportation services for the Greater Montréal area ( <b>Bid Evaluation Price</b> )	$\$2,610 + \$2,610 + \$2,610 + \$2,610 + \$1,040 + \$100 = \mathbf{\$11,580}$
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Once the bid evaluation price is determined under Step 2, the proposals will proceed to Step 3.

Step 3 – Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated cost will proceed to Step 4.

Step 4 – Selection

The Bidder with the lowest evaluated cost and having passed all of the steps above will be considered the successful Bidder for this requirement and will be recommended for award of a contract.



Step 5– Conditions Precedent to Contract Award

The Bidder recommended for award of a Contract must meet the requirements provided in Part 5 “Certifications and Additional Information” and Part 6 “Security, Financial and Other Requirements” of this RFP.

Step 6 – Contract Entry

The Bidder with the lowest evaluated cost and meeting all the requirements listed above will be recommended for award of a contract.



Part 5 Certifications and Additional Information

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

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

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

The Certifications listed at 5.1 must be completed and submitted with the bid. Failure to submit the Certifications listed at 5.1 will render the bid non-responsive and the bid will receive no further consideration.

5.1 Certifications Required To Be Submitted At Time of Bid Closing

5.1.1 Joint Venture Certification

Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

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

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

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

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

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

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

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

(f) Each member of the joint venture has appointed and granted full authority to \_\_\_\_\_ (the "Lead Member") to act on behalf of all members as its representative for the purposes of executing documentation relating to the solicitation and any resulting contract.



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

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

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

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

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

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

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

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



## 5.2 Certifications Precedent to Contract Award and Associated Information

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

### 5.2.1 Integrity Provisions – Associated Information

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

### 5.2.2 Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid List](#)" list available from [Employment and Social Development Canada \(ESDC\)-Labour's](#) website

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

### 5.2.3 Former Public Servant CRA Mod A3025T 2014-06-26

Contracts awarded to 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. Bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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

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

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 FPSs 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.

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**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 adjustment 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, including Applicable Taxes.



### 5.2.4 Vendor Reporting Information

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

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

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

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

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

Payment/T1204 Address (if different)  Payment address is same as above  
\_\_\_\_\_

City: \_\_\_\_\_

Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_

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

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



Type of Business (Select only one)

- Corporation
- Partnership
- Sole Proprietor
- Non-Profit Organization
- US or International Co.

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

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

Goods and Services Tax (GST) Number: \_\_\_\_\_

Business Number (BN): \_\_\_\_\_

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

Social Insurance Number (SIN): \_\_\_\_\_

N/A Reason: \_\_\_\_\_

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

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

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

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

(Signature of duly authorized representative of business)

Title: \_\_\_\_\_

(Title of duly authorized representative of business)



## **Part 6 Security, Financial and Other Requirements**

### **6.1 Security Requirements**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Model Contract;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7 - Model Contract;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
  - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Model Contract;
  - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
  
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.



**Appendices**

**Appendix 1: Mandatory Criteria**

**Evaluation Procedures**

Bids will be evaluated in accordance with the process outlined in Part 4 Evaluation and Selection and all the mandatory evaluation criteria detailed below. Bids failing to demonstrate compliance to ALL mandatory requirements will be considered non-responsive and the bid will receive no further consideration.

**PART I: MANDATORY TECHNICAL REQUIREMENTS REQUIRED AT BID CLOSING TIME:**

Mandatory Criteria (M)	Met	Not Met	Page #
<p><b>M1.</b> The Bidder must clearly demonstrate that they have experience within the transportation business for a minimum of five (5) years within the last six (6) years from the date of bid closing.</p> <p>The Bidder must provide as many client references as required to demonstrate they have the above experience. The Bidder should include the client reference name and phone number.</p>			
<p><b>M2.</b> For all delivery services listed in the SOW (located in ANNEX A – 1: SCHEDULE), the Bidder must identify one (1) primary vehicle and one (1) back-up vehicle that are licenced for the province of Quebec and meet the vehicle requirements outlined in the SOW under vehicle requirements.</p> <p>To demonstrate compliance, the Bidder must provide the Vehicle Identification Number (“VIN”) and the Licence Plate Number for each proposed vehicle and the delivery run (located in ANNEX A – 1: SCHEDULE) that each vehicle is supporting.</p>			



<p><b>M3.</b> For all delivery services listed in the SOW (located in ANNEX A – 1: SCHEDULE), the Bidder must identify <b>three drivers</b>: one (1) primary driver and two (2) backup drivers. (The two (2) backup drivers must not be identical <b>AND</b> must be different from the primary driver).</p> <p>To demonstrate compliance, the Bidder must provide the full name of each proposed driver (primary driver and backup drivers) and the delivery run (located in ANNEX A – 1: SCHEDULE) that each driver is supporting.</p>			
<p><b>M4.</b> The Bidder’s proposal must include the Bidder’s environmental policy statement.</p> <p>In order to demonstrate compliance with this criterion, the Bidder’s proposal must include a copy of the Bidder’s existing environmental policy <b>or</b> a roadmap for the development and implementation of an environmental policy and include, at a minimum, timelines for this roadmap.</p>			

**PART II: MANDATORY TECHNICAL REQUIREMENTS REQUIRED BEFORE CONTRACT AWARD:**

Mandatory Criteria (M)	Met	Not Met	Page #
<p><b>M5.</b> As a condition of Contract Award, it is mandatory that the vehicles identified in response to M2 meet the following specifications and safety/quality standards indicated below.</p> <p>To demonstrate compliance, the Bidder must make the vehicles identified in response to M2 available to the CRA for <b>inspection</b> and <b>approval</b> within <b>five (5) calendar days</b> upon CRA’s request.</p>			



**Vehicle Inspection:**

The following aspects of all vehicles identified in the proposal will be inspected:

- i. Review of the vehicle's VIN number to confirm that the vehicle identified in the proposal matches the vehicle that is being inspected.
- ii. Review of vehicle's box size, door opening dimensions, and load capacity in order to ensure that they meet the following minimum specifications:
  1. Box size (minimum dimensions): 22' long, 15' 5" wide, 13' high
- iii. Inspection of the vehicle's brake lights and turn signals to ensure that they are operational.
- iv. Inspection of the vehicle's locking device to ensure that it meets the specification outlined in the SECURITY GUIDE – TRANSPORT OF PROTECTED INFORMATION.
- v. Inspection of the vehicle's overall condition to ensure that there is no major damage to the body & cargo floor, such as holes in the floor or tears in the side wall, and that it meets basic safe operational standards.
- vi. Inspection of the vehicle's undercarriage to ensure that there are no obvious signs of major fluid leaks coming from the vehicle.
- vii. Inspection of the vehicle's box (floor / walls & ceiling) to ensure that all items and product are protected from water damage.

**MET:** \_\_\_\_\_

**NOT MET:** \_\_\_\_\_



**Appendix 2: Financial Proposal**

Bidders must quote an all-inclusive fixed per diem rate for the scheduled and unscheduled mail pick-up and delivery services as outlined in Annex A: Statement of Work (ROUTE 1, ROUTE 2, ROUTE 3, ROUTE 4, ROUTE 5, and ROUTE 6), in Canadian funds. Customs duties are included and Applicable Taxes are extra.

All rates must include all labour and material costs, fuel surcharge, administrative related fees, insurance costs, maintenance costs, and all other overhead costs including but not limited to any fees or other charges required by law, and insurance, in Canadian funds. Customs duties are included and Applicable Taxes are extra.

No overtime premiums will be paid on scheduled run(s).

No allowance for lateness will be given. Lateness shall be regarded as a missed trip and not charged.

All estimates provided in the Basis of Payment are to be used for evaluation purposes only.

The sum of the total estimated expenditures for Contract Year I will be used to determine the total bid evaluation price.

Item No.	Description	Estimated number of bins per year	Estimated number of days	Per Diem Rate	Extended Cost
1	ROUTE 1 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	2000	261	\$____(A)	<u>\$(261xA)</u> (G)
2	ROUTE 2 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	1000	261	\$____(B)	<u>\$(261xB)</u> (H)
3	ROUTE 3 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	500	261	\$____(C)	<u>\$(261xC)</u> (I)
4	ROUTE 4 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	1000	261	\$____(D)	<u>\$(261xD)</u> (J)
5	ROUTE 5 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	500	104	\$____(E)	<u>\$(104xE)</u> (K)
6	ROUTE 6 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	Not available	10	\$____(F)	<u>\$(10xF)</u> (L)

Total evaluation cost for mail transportation services for the Greater Montréal area ( <b>Bid Evaluation Price</b> )	(G) + (H) + (I) + (J) + (K) + (L)
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## **Part 7 Model Contract**

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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

### **7.1 Revision of Departmental Name**

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

- a) Standard Clauses and Conditions; and
- b) Security Requirements.

### **7.2 Agency Restructuring**

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

### **7.3 Requirement**

The Contractor must perform the Work in accordance with the Statement of Work (SOW) at Annex A, attached hereto and forming part of the Contract

#### **7.3.1 Period of Contract**

The period of the Contract is from June 15, 2019 to June 14, 2020, inclusive.

#### **7.3.2 Option to Extend the Contract**

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

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

#### **7.3.3 OPTION TO ADD, REMOVE OR MODIFY PRODUCTS, SERVICES AND/OR LOCATIONS**

Where the need may arise due to a shift in legislation, policy or program requirements, CRA reserves the right to add or remove products, services and/or locations from the Contract, as well as modify items.

In the event that the CRA requires an additional or modified product or service, or requires delivery to a CRA location not included in the present Contract, the Contractor will be asked to provide a price quote for the additional or modified product or service, or the new CRA location, in priority over any other potential vendor.



The option to add, remove or modify products, services or CRA delivery locations may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

#### 7.4 Standard Clauses and Conditions SACC A0000C (2012-07-16)

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

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

The following Clauses are incorporated by reference:

SACC Reference	Clause Title	Date
A2000C Or A2001C	Foreign Nationals (Canadian Contractor) Foreign Nationals (Foreign Contractor)	2006-06-16 2006-06-16
A3015C	Certifications	2014-06-26
A9065C	Identification Badge	2006-06-16
A9068C	Site Regulations	2010-01-11
A9113C	Handling of Personal Information	2014-11-27
A9117C	T1204 – Direct Request by Customer Department	2007-11-30
B9028C	Access to Facilities and Equipment	2007-05-25
C6000C	Limitation of Price	2011-05-16
C0711C	Time Verification	2008-05-12
C2000C	Taxes-Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties & Sales Tax –Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12

#### 7.5 General Conditions

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

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



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

Section 16 titled “Payment Period” will not apply to payment made by credit cards.

Section 17 titled “Interest on Overdue Accounts” will not apply to payment made by credit cards.

Section 22 titled “Confidentiality”,

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

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

Section 41 titled “Integrity Provisions- Contract” is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency’s website at

<https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html>

Section 45 titled “Code of Conduct for Procurement—Contract” is hereby deleted in its entirety.

## 7.6 Security Requirements

The following security requirement (SRCL and related clauses) applies and forms part of the Contract.

### **Personnel only – No Document Safeguarding Capability**

1. The Contractor personnel requiring access to Protected information, assets or sensitive work site(s) must each hold a valid Reliability screening, granted by the Security and Internal Affairs Directorate (SIAD) of the Canada Revenue Agency (CRA) or granted/approved by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).
2. The Contractor must not remove any Protected information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
3. Subcontracts which contain security requirements are not to be awarded without the prior written permission of CRA.
4. The Contractor must comply with the provisions of the:



- Security Requirement Check List (SRCL), attached as Appendix C of the contract; and
- Security Requirements for Protection of Sensitive Information issued by CRA, Security and Internal Affairs Directorate. These may be viewed <http://www.cra-arc.gc.ca/gncy/prcrmnt/srtyrqrmnts-eng.html>

**7.7 Authorities**

**7.7.1 Contracting Authority A1024C (2007-05-25)**

The Contracting Authority for the Contract is:

Name: Henrik Schwerdtfeger  
 Telephone Number: 613- 608-6997  
 Fax Number: 613-948-2459  
 E-mail address: Henrik.Schwerdtfeger@cra-arc.gc.ca

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

**7.7.2 Project Authority A1022C (2007-05-25)**

To be completed at the time of Contract award.

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

The Project Authority is 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. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**7.7.3 Contractor's Representative**

To be completed at the time of Contract award.

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



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

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

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

### **7.8 Contractor Identification Protocol**

The Contractor must be responsible for ensuring that each of its employees, officers, directors, agents, and subcontractors (hereinafter referred to as “Contractor Representative”) complies with the following self-identification requirements:

A Contractor Representative who attends a Government of Canada meeting whether internal or external must identify themselves as being a representative 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 government employee;

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; and

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 themselves as a non-government employee 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.

### **7.9 Travel and Living Expenses**

The CRA will not cover any travel and living expenses.

### **7.10 Delivery**

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

### **7.11 Work Location**

The work location will be at the following CRA premises:

Please refer to the Statement of Work in Annex A.

### **7.12 Inspection and Acceptance**

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

### **7.13 Basis of Payment**

The Contractor will be paid firm, all inclusive rates for the services described at Annex A SOW, in accordance with Annex B: Basis of Payment.



## 7.14 Payment Process

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

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

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

### 7.14.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract.

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

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

### 7.14.2 Payment by Credit Card

The Contractor shall accept Government of Canada Acquisition Cards (credit cards) for payment of the goods and/or services described herein. Payments by credit card will not be subject to Article 16 – Payment Period and Article 17 - Interest on Overdue Accounts, set out in 2035 General Conditions (2016-04-04) forming part of the Contract.

The CRA Acquisition Card is currently a MasterCard provided by Bank of Montreal. At any time during the period of the Contract, including any exercised option period(s), the CRA reserves the right to change its acquisition card type or provider.

### 7.14.3 Payment by Cheque

The Contractor shall accept Government of Canada cheques for the payment of goods and/or services described herein.

## 7.15 Certifications

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



by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **7.15.1 Federal Contractors Program for Employment Equity - Default by the Contractor**

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

#### **7.16 Confidentiality Document**

The Contractor, as a person engaged by or on behalf of Her Majesty the Queen in right of Canada must sign the certification appearing in Annex D stating that the Contractor has read Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that the Contractor is subject to and agrees to comply with those provisions. The above referenced Sections of the Acts are available (<http://laws-lois.justice.gc.ca/eng/acts/l-3.3/> and <http://laws-lois.justice.gc.ca/eng/acts/e-15/>).

The Contractor will use the services of any persons it requires in order to carry out its responsibilities under the Contract. If the Contractor employs such persons or contracts for their services, the Contractor will also pay their remuneration and all related expenses. The Contractor will also engage such persons whose services are to be utilized, on behalf of Her Majesty the Queen in right of Canada, for the purposes of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act. Each person so engaged will be required by the Contractor, as a pre-condition to assisting the Contractor in carrying out its responsibilities under the Contract, to sign the certification appearing in Annex D attached hereto, stating that they have read the provisions of Sections 239 and 241 of the Income Tax Act and Sections 295 and 328 of the Excise Tax Act and understands that they are subject to such provisions.

The Contractor must provide copies of all executed acknowledgement documents to the Contracting Authority designated herein prior to any work commencing under the Contract.

#### **7.17 Joint Venture (NOTE to bidders: to be deleted at contract award if not applicable)**

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

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

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



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

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

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

#### **7.18 Proactive Disclosure of Contracts with Former Public Servants CRA Mod A3025C 2013-03-21**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports.

#### **7.19 Applicable Laws SACC A9070C (2014-06-26)**

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

#### **7.20 Priority of Documents SACC A9140C (2007-05-25)**

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

1. the Articles of Agreement;
2. the general conditions (2035 (2016-04-04) General Conditions – Higher Complexity - Services);
3. Annex A: Statement of Work;
4. Annex B: Basis of Payment;
5. Annex C: Security Requirements Check List (if applicable);
6. Annex D: Confidentiality Certification;
7. The Contractor's proposal dated (insert date of bid), as amended on (insert date(s) of amendment(s), if applicable).

#### **7.21 Training and Familiarization of Contractor Personnel**

##### **7.21.1 Training of Contractor Personnel**

Any training required by a new or replacement resource will be the responsibility of the Contractor, including training the resource for newly implemented software. The Contractor will assume all associated costs, including training pertaining to familiarization during the start-up of the Contract and Contract period for staff replacements. Training of the resource during the start-up period must take place without a reduction in service level. Time spent on such training will not be billed to, nor paid by, CRA.





### 7.21.2 Familiarization Period

Prior to the completion of the Contract, it may be necessary for another resource to undertake a period of familiarization and training before the completion date. The Contractor will be required to familiarize the incoming resource according to the process described above or through the use of another approach negotiated with and acceptable to CRA.

### 7.22 Alternative Dispute Resolution

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

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

If the parties are unable to resolve the dispute through negotiations within 10 working days, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected jointly by the parties. All costs shall be shared equally between the disputing parties.

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

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

#### 7.22.1 Office of the Procurement Ombudsman (OPO)

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

#### 7.22.2 Contract Administration

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



## **Annexes**

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

ANNEX A: STATEMENT OF WORK

ANNEX B: BASIS OF PAYMENT

ANNEX C: SECURITY REQUIREMENTS CHECK LIST (SRCL)

ANNEX D: CERTIFICATIONS



## Annex A - Statement of Work

### 1. TITLE

Mail transportation services for the Greater Montréal area

### 2. OBJECTIVE

Provision of **scheduled** and **unscheduled** mail pick-up and delivery services for the Canada Revenue Agency ("CRA")

### 3. SCOPE OF WORK

The CRA requires scheduled (daily, excluding Statutory Holidays) and unscheduled ("as, if and when requested") mail pick-up and delivery services between the following CRA and Department of Justice Canada ("Justice Canada") sites:

- Western Quebec Tax Services Office (Laval site), 3400 Avenue Jean-Béraud, Laval, Quebec H7T 2Z2
- Central and Southern Quebec Tax Services Office (Brossard site), 3250 Lapinière Boulevard, Brossard, Quebec J4Z 3T8.
- CRA Quebec Regional Office, 105 McGill Street, Montréal, Quebec, H2Y 2C2.
- CRA Quebec Regional Office, at Place Bonaventure, portail sud-ouest 800, de la Gauchetière Ouest, suite 7200, Montreal, Québec, H5A 1K6
- Department of Justice Canada, (Quebec Regional Office), Complexe Guy Favreau, East Tower, 9th Floor, 200 René-Lévesque Boulevard West, Montréal, Quebec H2Z 1X4
- CRA Criminal investigations, Complexe Guy Favreau, East Tower, 6th Floor, 200 René-Lévesque Boulevard West, Montréal, Quebec H2Z 1X4
- Montréal Tax Services Office, 305 René Lévesque West, Montréal, Quebec H2Z 1A6 (entrance off Jeanne Mance Street)

The locations noted above are not all inclusive; however, all sites will all be within the Greater Montreal area. The CRA reserves the right to make changes to these site addresses, or add / delete sites. Please refer to ANNEX A – 1: SCHEDULE for more details regarding scheduled and unscheduled runs.



#### **4. GENERAL REQUIREMENTS**

The Contractor must provide the transportation services detailed herein, and may only transport items that have been requested by CRA, in accordance with ANNEX A – 1: SCHEDULE.

Generally all items will be transported in bins (Dimensions: 16" long, 22" wide, and 13" high).

The Contractor must ensure that only pre-approved Drivers and pre-approved back-up Drivers are providing the transportation services. Only pre-approved Drivers will be given authority to pick up the defined CRA items.

The Contractor must ensure that all Drivers know the SECURITY GUIDE – TRANSPORT OF PROTECTED INFORMATION.

The Contractor must ensure that all Drivers know the relevant runs.

If the regularly scheduled driver is absent, the Contractor must supply a pre-approved replacement Driver.

In the event of a vehicle breakdown, the contractor must supply a replacement vehicle that meets the specification outlined in the vehicle requirements section within one (1) hour of notification by the Driver. The Contractor must immediately notify the CRA mailroom manager by telephone and advise of the alternate arrangement. (For contact information, please refer to the contact information section below.)

The Contractor must ensure that all vehicles, including replacement vehicles, utilized under this contract, meet the vehicle requirements outlined in the vehicle requirements section below and have been inspected and approved by the CRA.

The Contractor must ensure that Driver turnover is kept to a minimum in order to maintain the existing rigid schedule.

When staffing changes occur, the Contractor must provide an updated contact information list so that the CRA Management team can reach replacement drivers immediately, via email.

When lost, stolen, misplaced or damaged shipments or signs of tampering are noticed, the Contractor must immediately notify the CRA Security Personnel and the CRA mailroom manager. (For contact information, please refer to the contact information section below.) A written incident report must be submitted within 48 hours of such an event, detailing, at minimum, the event and actions taken.



## 5. VEHICLE REQUIREMENTS

The cargo area (box) of all vehicles, including replacement vehicles, utilized under this contract for ROUTE 1 must meet the following minimum specifications:

Box size (minimum dimensions): 22' long, 15' 5" wide, and 13' high

The cargo area (box) of all vehicles, including replacement vehicles, utilized under this contract for ROUTE 2, ROUTE 3, ROUTE 4, and ROUTE 5, must meet the following minimum specifications:

Box size (minimum dimensions): 8' long, 5' wide, and 4' high

All vehicles (including box) utilized under this contract must be maintained in a clean and mechanically safe condition.

All vehicles utilized under this contract must have been inspected and approved by the CRA. Furthermore, the CRA reserves the right to inspect all vehicles at any time during the period of the contract.

## 6. TASKS

The Contractor must ensure that the Driver performs the following tasks:

- The Driver must pick up and deliver items in accordance with ANNEX A – 1: SCHEDULE;
- The Driver must sign all Delivery Manifest documents for picking up materiel from their site (For further details, please refer to the Security Guide);
- The Driver is responsible for unloading the vehicle and must ensure that the load is secured appropriately ("Stability of the load"), and that the items do not get damaged; and
- The Driver will be required to lift bins on to the vehicle weighing up to 55 lbs./25kg each, and transport off these items.



## **ANNEX A – 1: SCHEDULE**

### Part I: Scheduled pick-up and delivery services

#### **ROUTE 1 (5 days/week):**

From Western Quebec TSO (Laval site), 3400 Avenue Jean-Béraud, Laval, Quebec H7T 2Z2 to Montréal Tax Services Office, 305 René Lévesque West, Montréal, Quebec H2Z 1A6 (entrance off Jeanne Mance Street) – Return trip

- Pick-up from Western Quebec TSO (Laval site) at 8:30 a.m and drop off at Montréal TSO Hub immediately afterwards.
- Pick-up from Montréal TSO Hub at 12:30 p.m and drop off at the Western Quebec TSO (Laval site) immediately afterwards.

#### **ROUTE 2 (5 days/week):**

From Central and Southern Quebec TSO (Brossard site), 3250 Lapinière Boulevard, Brossard, Quebec J4Z 3T8 to Montréal Tax Services Office, 305 René Lévesque West, Montréal, Quebec H2Z 1A6 (entrance off Jeanne Mance Street) – Return trip

Central and Southern Quebec TSO (Brossard site), 3250 Lapinière Boulevard, Brossard, Quebec J4Z 3T8

- Pick-up from the Central and Southern Quebec TSO (Brossard site) at 8:00 a.m, and drop off at the Montréal TSO Hub immediately afterwards.
- Pick-up from the Montréal TSO Hub at 12:30 p.m and drop off at the Central and Southern Quebec TSO (Brossard site) immediately afterwards.

#### **ROUTE 3 (5 days/week):**

From Montréal Tax Services Office, 305 René Lévesque West, Montréal, Quebec H2Z 1A6 (entrance off Jeanne Mance Street) to the CRA Quebec Regional Office at Place Bonaventure, portail sud-ouest 800, de la Gauchetière Ouest, suite 7200, Montreal, Québec, H5A 1K6 – Return trip

- Pick-up from Montréal TSO Hub at 10:45 a.m and drop off at the Regional Office at Place Bonaventure immediately afterwards.
- Pick-up from the Montréal Regional Office at Place Bonaventure at 11:00 a.m and drop off at the Montréal TSO Hub immediately afterwards.

#### **ROUTE 4 (5 days/week):**

From Montréal Tax Services Office, 305 René Lévesque West, Montréal, Quebec H2Z 1A6 (entrance off Jeanne Mance Street) to Justice Canada and CRA Criminal Investigations at Complexe Guy Favreau, entrance at 1125 Jeanne Mance Street, Montréal, Quebec H2Z 1Y1 – Return trip

- Pick-up from the Montréal TSO Hub at 11:15 a.m and drop off at Complexe Guy Favreau immediately afterwards.
- Pick-up from Complexe Guy Favreau at 11:30 a.m and drop off at the Montréal TSO Hub immediately afterwards.



**ROUTE 5 (Tuesday and Friday):**

From Montréal Tax Services Office, 305 René Lévesque West, Montréal, Quebec H2Z 1A6 (entrance off Jeanne Mance Street) to the CRA Quebec Regional Office, 105 McGill Street, Montréal, Quebec, H2Y 3N4 – Return trip

- Pick-up from Montréal TSO Hub at 11:45 a.m and drop-off at the Quebec Regional Office, 105 McGill Street, Montréal, Quebec, H2Y 3N4 immediately afterwards.
- Pick-up from the Quebec Regional Office, 105 McGill Street, Montréal, Quebec, H2Y 3N4 at 12:00 p.m and drop-off at Montréal TSO Hub immediately afterwards.

Part II: Unscheduled (“as, if and when requested”) pick-up and delivery services

**ROUTE 6:**

This service is for unscheduled pick-up and delivery services from the CRA Montréal Tax Services Office, 305 René Lévesque West, Montréal, Quebec H2Z 1A6 (entrance off Jeanne Mance Street), or the Laval Tax Services Office, 3400 Avenue Jean-Béraud, Laval, Québec, H7T 2Z2 to various CRA sites to various locations within a 40km radius.

The response time must be within one (1) hour from notification of a request to the contractor's representative, via phone and email. If a trip has been pre-booked, response will be at the stipulated time.

**CONTACT INFORMATION**

CRA Security Personnel: To be provided at the time of contract award.

CRA mailroom manager: To be provided at the time of contract award.



**Annex B - Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm all inclusive rates for Mail transportation services for the Greater Montréal area as set out in the Table below. Customs duties are included and Applicable Taxes are extra.

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

**Option Period 1 to 4**

The firm all-inclusive rates for Mail transportation services for the Greater Montréal area for Option Years 1, 2, 3, and 4 will be calculated using the Statistics Canada Consumer Price Index (CPI), “all-items” index.

The firm all-inclusive rates for the initial contract period will be revised each option period and will be calculated using the Statistics Canada Consumer Price Index (CPI), “all-items” for “Canada” index. The firm all-inclusive rates of the previous contract year will be multiplied by the Consumer Price Index (using the preceding 12 month period average).

For example, if the following dates were applicable at the time of exercising the option period, the rates would be adjusted as follows:

- i. if the initial contract period were to expire October 30, 2019; and
- ii. if the Contractor were to be notified September 15, 2019 of the CRA’s intention to exercise Option Period 1; and
- iii. if the most recently published Statistics Canada CPI for Services were dated August 1, 2019; then
- iv. the firm all-inclusive rates for the previous period would be adjusted by multiplying the prices by the average change in the CPI for Services published between September 1, 2018 and August 1, 2019 in order to establish the rates for Option Period one(1).

**Contract Year I**

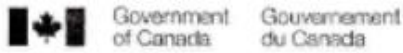
Item No.	Description	Per Diem Rate
1	ROUTE 1 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	\$ _____
2	ROUTE 2 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	\$ _____
3	ROUTE 3 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	\$ _____
4	ROUTE 4 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	\$ _____
5	ROUTE 5 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	\$ _____
6	ROUTE 6 in accordance with the SOW and the schedule outlined under ANNEX A – 1: SCHEDULE.	\$ _____

**All payments are subject to Government audit.**





Annex C - Security Requirements Check List (SRCL)



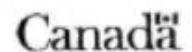
Contract Number / Numéro du contrat <b>1000344218</b>
Security Classification / Classification de sécurité

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Government of Canada / Gouvernement du Canada

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Security Classification / Classification de sécurité

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

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  No  Yes  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  No  Yes  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  No  Yes  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  Non  Oui

**PRODUCTION**

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  No  Yes  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  Non  Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  No  Yes  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  Non  Oui



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat <b>1000344218</b>
Security Classification / Classification de sécurité

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



**SECURITY GUIDE – TRANSPORT OF PROTECTED INFORMATION**

1. Contractor personnel involved in the pickup and transportation of records containing protected information must each hold a valid Reliability status following a Designated Organization Screening (DOS) at the Protected B level approved by the Canadian and International Industrial Security Directorate (CIISD) of the Public Services and Procurement Canada (PSPC). The selected contractor will be required to obtain the necessary reliability status prior to any contract being awarded.
2. Records are to be picked up in enclosed vehicles with all cargo access doors equipped with heavy duty locking hardware. The vehicle must be equipped with a wire mesh divider separating the driver from the material storage area.
3. Vehicle cargo areas are to be locked immediately after loading by a designated CRA employee. The driver will prepare a Bill of Lading, record the number of containers on the Bill of Lading and leave a copy with the CRA employee.
4. Records are to be transported directly to the contractor's facility with no undue delays or unnecessary stopovers. In the event of emergency stops due to mechanical or other problems, the loaded vehicle should not be left unattended. If the vehicle is parked temporary while transporting sensitive material, every attempt must be made to maintain visual surveillance.
5. Vehicles used in the transportation of CRA records must be equipped with communication devices (i.e. Cellular phone, pager or radio phone etc.) for use in case of emergencies. A list of CRA representatives with phone numbers should also be provided to the drivers.
6. Security seals are to be removed by CRA security cleared personnel after verification that the seals numbers match the Bill of Lading. The records must be moved to secure storage.



**Annex D – Confidentiality: Canada Revenue Agency Acts**

PRIOR TO SIGNING THIS DOCUMENT, THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE INCOME TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/> , AND SECTIONS 295 AND 328 OF THE EXCISE TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

I \_\_\_\_\_, the Contractor, as a person engaged by or on behalf of Her Majesty in right of Canada, certify that I have read Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act and that I understand that I am subject to and promise to comply with those provisions.

I will use the services of any person(s) I require in order to carry out my responsibilities under the Contract. If I employ such person(s) or contract for their services, I will also pay their remuneration and all related expenses. I will also engage all such persons whose services are to be utilized, on behalf of Her Majesty in right of Canada, for the purposes of Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act. I will require each person so engaged, as a pre-condition to assisting me in carrying out my responsibilities under the Contract, to sign a document (see page two (2) of this Annex) stating that he or she has read the provisions of Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act and understands that he or she must comply with such provisions.

I will provide copies of all executed acknowledgement documents to the representative of the Commissioner of Revenue.

**CONTRACTOR**

\_\_\_\_\_  
Name (please type)

\_\_\_\_\_  
Authorized representative's name (please type)

\_\_\_\_\_  
Title (please type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Confidentiality: Canada Revenue Agency Acts**

PRIOR TO SIGNING THIS DOCUMENT, THE EMPLOYEE OF THE CONTRACTOR IS REQUIRED TO READ SECTIONS 239 AND 241 OF THE INCOME TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/I-3.3/>, AND SECTIONS 295 AND 328 OF THE EXCISE TAX ACT <http://laws-lois.justice.gc.ca/eng/acts/e-15/>

Between the Commissioner of Revenue and \_\_\_\_\_, the Contractor and \_\_\_\_\_ the employee (or consultant or subcontractor, etc.).

I, \_\_\_\_\_, acknowledge that I am employed by the Contractor, and will assist the Contractor in carrying out the Contractor's duties under the Contract.

I acknowledge that I am engaged by the Contractor on behalf of Her Majesty the Queen in right of Canada for the purposes of Section 241 of the Income Tax Act, and Section 295 of the Excise Tax Act and therefore, for the purpose of the Contract, am an "official" as that term is defined in the named provisions of the named Statutes.

I hereby acknowledge that I am legally obliged to abide by and have read the provisions in Sections 239 and 241 of the Income Tax Act, and Sections 295 and 328 of the Excise Tax Act, that I understand them, and promise to comply with them.

I agree to use the knowledge and information obtained by me during the time that I was assisting and for the purpose of assisting the Contractor, or any knowledge or information prepared from such knowledge or information, solely to assist the Contractor in carrying out the Contractor's duties under the Contract and I acknowledge and certify that I will not use such knowledge and information for any other purpose whatsoever. Without restricting the generality of the foregoing, I agree that I will not use any research or intellectual property obtained while assisting the Contractor in carrying out the Contractor's duties under the contract, in the course of my own research, in the course of my work as a consultant, or in any scientific or technological endeavour whatsoever.

I hereby agree to take all the security precautions needed to ensure that the research, intellectual property and trade secrets obtained by me during the performance of the Contract are secure at all times from use not permitted by the subcontract, by any other person whatsoever, including unauthorized use by the Contractor's employees and the sub-contractors engaged by the Contractor.

**CONTRACTOR**

\_\_\_\_\_  
Contractor name (please type) Date

**EMPLOYEE /  
CONSULTANT/  
SUBCONTRACTOR**

\_\_\_\_\_  
Employee/Consultant/Subcontractor name (please type) Date

\_\_\_\_\_  
Signature