

CANADIAN HERITAGE

REQUEST FOR PROPOSALS

REQUEST NUMBER: 10190752

TITLE OF PROJECT: Warehousing and Distribution Services for the Department of Canadian Heritage promotional items

REQUEST DATE: September 11th, 2019

CLOSING DATE AND TIME: October 2nd, 2019, 2:00 p.m. EDT

ADDRESS ALL ENQUIRIES: Line Séguin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
Tel: 819-997-2389
E-mail: pch.contrats-contracting.pch@canada.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The services are to be performed during the period commencing April 1, 2020 to March 31st, 2021, with four (4) one-year optional periods.

If you are interested in undertaking this project, your sealed proposal, clearly indicating the title of the work and addressed to the undersigned will be received up to 2:00 p.m. EDT on October 2nd, 2019 at:

Mail room / Bid Receiving
RFP: 10190752
Attention: Line Séguin
15 Eddy Street, 2nd Floor (15-2-C)
Gatineau, Quebec
K1A 0M5

It is the Bidder's responsibility to ensure that their proposals are delivered to the above noted tender address no later than the time and date specified.

Bidders submitting a proposal are also requested to complete the Offer of Services attached at Annex "D".

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PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six parts plus annexes, as follows:

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Annex “A”	Statement of Work
Annex “B”	Scenario for Evaluation Purposes
Annex “C”	Basis of Payment
Annex “D”	Offer of Services Form
Annex “E”	Insurance Requirements

2. Summary

The Department of Canadian Heritage (PCH) has a requirement for Warehousing and Distribution Services on an “as and when requested basis” for its promotional items.

PCH is responsible for providing Members of Parliament and Senators, Lieutenant-Governors and Territorial Commissioners with supplies of Canadian flags, lapel pins and other items for the promotion of Canadian symbols, as well as for the distribution of promotional materials for special events to head office and across Canada.

3. Debriefings

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

4. Other information

If you have issues or concerns regarding the solicitation, you have the option of raising them with the Department or with the Office of the Procurement Ombudsman. 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 \$ 25,300 for goods and under \$101,100 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO, by contacting them by telephone at 1-866-734-5169 or by e-mail at 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.

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PWGSC).

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

The 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference and form part of the bid solicitation.

2. Submission of bids

Bids must be submitted only to Canadian Heritage (PCH) Mailroom / Bid Receiving by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted electronically or by facsimile to PCH will not be accepted.

3. Former Public Servant

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. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, 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,

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the [Public Service Superannuation Act](#).

"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 FPS in receipt of a pension, as applicable:

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

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries – Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient details 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section 1: Technical Bid: 2 hard copies

Section 2: Financial Bid: 1 hard copy

Section 3: Certifications: 1 hard copy

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

Canada requests that the 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 a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations ([Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) at <http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>) into the procurement process. To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section 1: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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 2: Financial Bid

Bidders must submit their financial bid in accordance with Annex “C” Basis of Payment. The total amount of applicable tax(es) must be shown separately, if applicable.

Section 3: Certifications

Bidders must submit the certifications as required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Number	Description	Compliant Yes or No
MT1	<p>The bidder must demonstrate having a minimum of three (3) years of experience in the provision of ALL the following services:</p> <ul style="list-style-type: none"> a) Warehousing b) Pick and pack c) Delivery d) Crating e) Land transportation <p>The bidder must demonstrate the firm's experience by describing warehousing project(s) it has worked on.</p>	
MT2	<p>The bidder must demonstrate that the warehouse facility has at least 8,000 cubic feet of storage space for publications and promotional materials in a clean and climate-controlled environment (heat and humidity control mechanisms are in place [maximum 40% humidity level]).</p> <p>Note: Canadian Heritage reserves the right to conduct an on-site inspection of the warehouse facilities before awarding the contract.</p>	
MT3	<p>The bidder must demonstrate it has all the necessary equipment on the premises to handle all types of requirements as stipulated in the Statement of work (Annex A, section 5.2), i.e. forklifts, pallets/skids (4 feet x 4 feet x 4 inches), stretch wrap machine and mailing machine with postage meter.</p>	
MT4	<p>The bidder must demonstrate that the warehouse premises are protected by a sprinkler system and fire extinguishing equipment.</p>	
MT5	<p>The bidder must demonstrate that the warehouse facility is located within 40 km (overland) of 15 Eddy Street, Gatineau, Québec, K1A 0M5. A full address of the facility must be provided.</p>	

MT6	The bidder must demonstrate that it has the capacity for urgent delivery in Ottawa or Gatineau within four (4) hours, and anywhere else in Canada within 24 hours.	
MT7	<p>The bidder must demonstrate that it can provide PCH with access to a web-based real-time computerized inventory information on a 24 hour basis and 7 days a week basis, with at the minimum ALL the following capacity:</p> <ul style="list-style-type: none"> - Monitor and manage volume requirements in cubic feet; - View/analyse records inventory for inquiries and tracking by material type; - Provide inventory counts at different levels (i.e. number of boxes, number of skids and total inventory levels); - Generate customised real-time reports (i.e. storage space use, costs related to storage, shipping/handling, and ordering trends). 	

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price (based on scenario at Annex "B") will be recommended for award of a contract.

3. Internal Approval

Bidders should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that a bidder may have been recommended for contract award, issuance of any contract will be contingent upon internal approval. If such approval is not given, no contract will be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

1. Certifications Required with the Bid

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

1.1 Integrity Provisions - Declaration of Convicted Offences

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

2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

2.1 Integrity Provisions – Required Documentation

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

PART 6 – RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex “A” and the Contractor’s technical bid entitled _____, and dated _____.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B (2018-06-21), General Conditions – Professional services (medium complexity), apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from April 1st, 2020 to March 31st, 2021 inclusive.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) 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 in Annex “C”.

Canada may exercise these options at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry of the Contract. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through contract amendments.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Line Séguin
Procurement and Contract Specialist
Department of Canadian Heritage
Contracting and Materiel Management Directorate
15 Eddy Street, 9th Floor (15-9-G)

Gatineau, QC K1A 0M5

Tel: 819-997-2389

E-mail: pch.contracts-contracting.pch@canada.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is:

To be inserted at contract award.

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical 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.

5.3 Contractor's Representative

To be inserted at contract award.

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

Limitation of expenditure:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "C", to a limitation of expenditure of \$_____. Customs duties are included and applicable tax is extra, if applicable.

7.2 Limitation of Expenditure

7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and applicable tax is extra, if applicable.

7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being

exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Method of Payment

SACC Manual Clause H1008C (2008-05-12) Monthly Payments

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be forwarded to the Technical Authority for certification and payment.

9. Certifications and Additional Information

9.1 Compliance

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

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*to be inserted at contract award*).

11. Priority of Documents

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

- a. The Articles of Agreement;
- b. The general conditions 2010B (2018-06-21) – Medium Complexity - Services;
- c. Annex A: Statement of Work;
- d. Annex C: Basis of Payment;
- e. Annex E: Insurance Requirements;
- f. The Contractor's Bid dated _____.

12. Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

13. Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

14. Dispute Resolution Services

The parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Works and Government Services Act* and section 23 of the *Procurement Ombudsman Regulations*.

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, or by web at www.opo-boa.gc.ca.

15. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the 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.

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, or by web at www.opo-boa.gc.ca.

16. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "E". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX “A”**STATEMENT OF WORK****1. Project Title**

Warehousing and Distribution Services for the Department of Canadian Heritage (PCH), State Ceremonial and Protocol Directorate’s promotional items.

2. Background

PCH is responsible for providing Members of Parliament and Senators, Lieutenant-Governors and Territorial Commissioners with supplies of Canadian flags, lapel pins and other items for the promotion of Canadian symbols, as well as the distribution of promotional materials for special events to head office and across Canada.

3. Objectives

PCH has a requirement for the receiving, storage, packing, franking, shipping and inventory management of its promotional items, print publications and miscellaneous materials. A central facility is required to house inventories of these various materials in the National Capital Region for the coming five years. Existing inventories would be moved from the existing facility and entered into a new inventory control system that allows for easy access to information for inventory control and management purposes.

4. Description of Work

The contractor will provide warehousing and distribution services on an “as and when requested basis” as per the following:

- 4.1 To receive, inspect (ensure proper shipping norms), record, store, pack and ship material, such as promotional items (Canadian flags, pins, misc. items for promotion of Canadian symbols), as well as the distribution of promotional materials for special events to the National Capital Region (NCR) and/or regional offices across Canada, to Members of Parliament and to Senators, to Lieutenant-Governors and Territorial Commissioners.
- 4.2 To receive, pick and pack, crate, address and ship materials via postal and courier services and to have the capacity to weigh boxes, shrink-wrap and palletize materials. Packaging must comply with all postal requirements.
- 4.3 To include a packing slip with all deliveries. The packing slip should record shipment number, bar code and serial number.
- 4.4 To have a web-accessible system to maintain/manage the inventory and produce statistical and distribution reports and services. The system must have the capacity to keep track of parcels/box numbers distributed to each distribution address and should be equipped with software to allow access to PCH employees. The inventory must be able to export to MS Excel.
- 4.5 To provide paper shredding and recycling services on an “as and when request basis”.

5. Contractor's Responsibilities

5.1 Provide a secure warehouse facility for storage of promotional materials and publications in a centralized location with capacity to grow. There must be enough space available so that stock can be easily accessed at all times without advance notice.

5.2 The Contractor agrees to have, operate and maintain, but not be limited to, the following warehouse equipment and handling aids and to maintain all equipment in good operating condition over the period of the contract and optional periods:

- i) A powered forklift capable of reaching the highest location in the warehouse;
- ii) A powered forklift or "docker" for use in loading and unloading, capable of transporting palletized material in and out of transport vans and of stacking pallets;
- iii) Sufficient pallets, as required, to store PCH's material while in the Contractor's warehouse;
- iv) An automatic or semiautomatic stretch wrap machine must be available to "unitize" all pallet loads prior to shipping;
- v) Sufficient area for packing and shipping large quantities;
- vi) Mailing machine with postage meter.

5.3 Provide online access (internal web site) to PCH's files in real-time on a 24 hour, 7 day a week basis with a "single window" solution for the management of inventory stored at the Contractor. This software must generate real-time, customisable reports on inventory, storage space use, costs and trends. The contractor inventory control solution must allow designated PCH employees to:

- i) Order material on-line;
- ii) Monitor and manage volume and expected reprint requirements;
- iii) View/analyse records of inventory for inquiries and tracking;
- iv) Manage retention and purge of records.

5.4 The warehouse facilities shall be humidity and temperature controlled to the extent that paper and textile products will not be damaged while in storage (maximum 40% humidity level).

5.5 The warehouse premises must be protected by a sprinkler system, proper fire extinguishing equipment, as well as equipped with an alarm system for 24-hour security, monitored by a security service company. Standard lighting is required throughout the entire area during operating hours or when workers are on site.

5.6 The Contractor must follow industry-standard warehousing practices, e.g., neat, stacks away from the wall, active warehousing, good housecleaning program, rodent and pest control program and good lighting.

5.7 The warehouse facility must be located within 40 km (overland) of 15 Eddy Street, Gatineau, Québec, K1A 0M5 (PCH Headquarter).

5.8 Provide regular distribution/delivery to Ottawa/Gatineau within 3 working days of receipt of the request and 5 working days for delivery to major Canadian centres beyond the NCR. For urgent requests, provide delivery to Ottawa/Gatineau within 4 hours and within 24 hours to major Canadian centres beyond the NCR.

5.9 PCH expects the contractor to cover its working hours associated to the program operations, as follows: from 8 a.m. to 5:00 p.m. Monday to Friday inclusive, except statutory holidays. Arrangements for the provision of services outside regular working hours and statutory holidays can be made by mutual agreement of both parties. (e.g. to accommodate a national timetable, weekends).

5.10 Shall be equipped with facilities for email and fax communications.

- 5.11 Assign a client service representative to work closely with PCH's Technical Authority on day-to-day requirements at the warehouse facility.
- 5.12 The Contractor agrees to notify the Technical Authority of any change in warehouse location at least 60 days in advance of any proposed change. Relocation of the PCH material must be approved in advance by the Technical Authority and remain within 40 km (overland) of PCH Headquarter.
- 5.13 Ensure that existing warehouse numbers (approximately 60 types of products) be part of the data entered into a new inventory control system to maintain consistency.
- 5.14 Provide an initial move plan within 5 days of the awarding of the contract within projected costs/price proposal (see Annex B), including pick-up and delivery of inventory and all related activities.
- 5.15 Ensure that unauthorized parties cannot access PCH inventory.
- 5.16 If applicable, provide training of inventory control software to designated PCH employees.
- 5.17 The Technical Authority must be allowed access to the warehouse for the purpose of inspecting their material. Visits will be by appointment and must be during normal working hours. Any necessary labor by the Contractor in making material accessible for inspection by lowering from upper storage levels, will be charged at the specified hourly labor rate. The Contractor will provide parking to PCH designated employees at no cost.
- 5.18 The Contractor acknowledges that the nature of the services provided under the contract required continuity and that a transition period may be required at the end of the contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of sixty (60) calendar days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with rates of last option exercised. The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

6. PCH Responsibilities

- 6.1 Give guidance to the Contractor on the services to be provided.
- 6.2 Advise the Contractor of meetings that she/he must attend.
- 6.3 Provide comments on reports developed by the Contractor.
- 6.4 Provide a list of personnel authorized to inspect PCH material at the Contractor's warehouse.
- 6.5 Inform the Contractor as soon as possible of any urgent shipments which could necessitate overtime and extra resources.
- 6.6 Authorize the release and distribution of material.

**ANNEX “B”
SCENARIO FOR EVALUATION PURPOSES**
(not to be filled out by the bidder)

A bid must comply with the mandatory criteria to be further evaluated against the total price. For evaluation purposes, the estimated quantities represent an estimated average monthly cost. The level of services estimated is only an approximation of requirements given in good faith and do not represent a commitment on the part of Canada and that the contractor will be required to adhere to the statement of work.

The bidder that meets all the mandatory criteria, and have the lowest monthly total cost for five (5) years will be recommended for issuance of a contract.

SERVICES	Monthly estimated Quantities (for evaluation purposes only)	RATES Initial year (April 1, 2020 to March 31, 2021)	RATES Option 1 (April 1 st , 2021 to March 31 st , 2022)	RATES Option 2 (April 1 st , 2022 to March 31 st , 2023)	RATES Option 3 (April 1 st , 2023 to March 31 st , 2024)	RATES Option 4 (April 1 st , 2024 to March 31 st , 2025)
1. STORAGE SPACE All inclusive, including provision of reports	8,000 cubic feet	\$____/(cubic foot/month)	\$____/(cubic foot/month)	\$____/(cubic foot/month)	\$____/(cubic foot/month)	\$____/(cubic foot/month)
2. WAREHOUSING Receiving, inspecting (insure proper shipping norms), recording, (including unpacking and uncrating) picking orders	100 hours	\$____/(hourly-charged on a 15 minute segment)	\$____/(hourly-charged on a 15 minute segment)	\$____/(hourly-charged on a 15 minute segment)	\$____/(hourly-charged on a 15 minute segment)	\$____/(hourly-charged on a 15 minute segment)
3. PACKING i) Pack and address envelopes and packages	50 hours	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)
ii) Crating	120 cubic feet	\$____/(cubic foot)	\$____/(cubic foot)	\$____/(cubic foot)	\$____/(cubic foot)	\$____/(cubic foot)
iii) Emergency Request	10 hours	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
4. SHIPPING AND TRANSPORTATION i) Local delivery by truck (one person and vehicle)	20 hours	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
ii) Extra person	2 hours	\$____(per person hourly)	\$____(per person hourly)	\$____(per person hourly)	\$____(per person hourly)	\$____(per person hourly)

SERVICES	Monthly estimated Quantities (for evaluation purposes only)	RATES Initial year (April 1, 2020 to March 31, 2021)	RATES Option 1 (April 1 st , 2021 to March 31 st , 2022)	RATES Option 2 (April 1 st , 2022 to March 31 st , 2023)	RATES Option 3 (April 1 st , 2023 to March 31 st , 2024)	RATES Option 4 (April 1 st , 2024 to March 31 st , 2025)
5. OVERTIME One (1) person	10 hours	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)
6. INVENTORY HANDLING	30 hours	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)
7. PROMOTIONAL KITS Preparation of parliamentary and other promotional kits	10 hours	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)
8. PAPER SHREDDING/RECYCLING						
i) Recycling	1 skid	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)
ii) Regular Shredding	1 skid	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)

ANNEX “C”
BASIS OF PAYMENT

The Bidder must submit firm unit rates in all service categories indicated below as well as initial moving cost (applicable taxes must NOT be included in rates). The bidders must use the grid to ensure a standard breakdown. A proposal will not be accepted if the grid is not fully completed as requested.

Initial moving all-inclusive cost	Up to 8,000 cubic feet	\$_____ (excluding applicable taxes)
	Additional 1,000 cubic feet	\$_____ (excluding applicable taxes)

SERVICES	RATES Initial year (April 1, 2020 to March 31, 2021)	RATES Option 1 (April 1 st , 2021 to March 31 st , 2022)	RATES Option 2 (April 1 st , 2022 to March 31 st , 2023)	RATES Option 3 (April 1 st , 2023 to March 31 st , 2024)	RATES Option 4 (April 1 st , 2024 to March 31 st , 2025)
1. STORAGE All inclusive, including provision of reports	\$___/(cubic foot/month)	\$___/(cubic foot/month)	\$___/(cubic foot/month)	\$___/(cubic foot/month)	\$___/(cubic foot/month)
2. WAREHOUSING Receiving, inspecting (insure proper shipping norms), recording, (including unpacking and uncrating) picking orders	\$___/(hourly-charged on a 15 minute segment)	\$___/(hourly-charged on a 15 minute segment)	\$___/(hourly-charged on a 15 minute segment)	\$___/(hourly-charged on a 15 minute segment)	\$___/(hourly-charged on a 15 minute segment)
3. PACKING i) Pack and address envelopes and packages	\$___/(hourly)	\$___/(hourly)	\$___/(hourly)	\$___/(hourly)	\$___/(hourly)
ii) Crating	\$___/(cubic foot)	\$___/(cubic foot)	\$___/(cubic foot)	\$___/(cubic foot)	\$___/(cubic foot)
iii) Emergency Request	\$___(hourly)	\$___(hourly)	\$___(hourly)	\$___(hourly)	\$___(hourly)
4. SHIPPING AND TRANSPORTATION i) Local delivery by truck (one person and vehicle)	\$___(hourly)	\$___(hourly)	\$___(hourly)	\$___(hourly)	\$___(hourly)
ii) Extra person	\$___(per person hourly)	\$___(per person hourly)	\$___(per person hourly)	\$___(per person hourly)	\$___(per person hourly)

SERVICES	RATES Initial year (April 1, 2020 to March 31, 2021)	RATES Option 1 (April 1 st , 2021 to March 31 st , 2022)	RATES Option 2 (April 1 st , 2022 to March 31 st , 2023)	RATES Option 3 (April 1 st , 2023 to March 31 st , 2024)	RATES Option 4 (April 1 st , 2024 to March 31 st , 2025)
5. OVERTIME One (1) person	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)
6. INVENTORY HANDLING	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)
7. PROMOTIONAL KITS Preparation of parliamentary and other promotional kits	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)	\$____/(hourly)
8. PAPER SHREDDING/RECYCLING					
i) Recycling	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)
ii) Regular Shredding	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)	\$____/(cost per skid)

ANNEX “D”
OFFER OF SERVICES

<i>(to be filled in by Bidder)</i>	
Bidder’s full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Bidder’s Procurement Business Number (PBN) <i>(see the <i>Standard Instructions 2003</i>)</i>	
Bidder’s GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of “Former Public Servant”.	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes _____ No _____</p> <p>If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”</p> <p>Is the Bidder a FPS who received a lump sum payment under the terms of a work force reduction program? Yes _____ No _____</p> <p>If yes, provide the information required by the Article in Part 5 entitled “Former Public Servant Certification”</p>
Integrity Provisions <i>(as per Part 5 of the bid solicitation)</i>	<p>Integrity Declaration Form</p> <p>An Integrity declaration form must be submitted only when:</p> <ol style="list-style-type: none"> 1. The supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offense in a country other than Canada, that, to the best of the supplier’s knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the “policy”); and/or 2. The supplier is unable to provide any of the certifications required by the Integrity Provisions <p>Click here to complete the form and instructions for its submittal.</p>

	<p>List of names for integrity verification form</p> <p>Section 17 of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none">- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors- Privately owned corporations must provide a list of the owners' names- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners- Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the form online, print, sign and attach it to the bid.</p>
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none">1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;2. This bid is valid for the period requested in the bid solicitation;3. All the information provided in the bid is complete, true and accurate; and4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 6 - Resulting contract clauses, included in the bid solicitation.	
<p>Signature/Date of Authorized Representative of Bidder</p>	
<p>Signature: _____ Date: _____</p>	

ANNEX "E"**INSURANCE REQUIREMENTS****Commercial General Liability Insurance**

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Canadian Heritage.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.