

RETURN BIDS TO :

**RETOURNER LES
SOUMISSIONS À:**

Employment Social Development Canada
(ESDC) Mail and Distribution Services:
E-mail: nc-solicitations-gd@hrsdc-rhdcc.gc.ca

**(Note to Bidders: ensure e-mails do
not exceed 13MB to avoid problems
with transmission)**

**INVITATION TO TENDER (ITT)
APPEL D'OFFRES**

**Proposal To: Employment Social
Development Canada (ESDC)**

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 or
attached hereto, the goods, services, and construction
listed herein and on any attached sheets at the
price(s) set out thereof.

**Proposition aux: Emploi et
Développement Social Canada (EDSC)**

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

**Vendor/Firm Name and address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

**Issuing Office – Bureau de distribution
Employment Social Development Canada
(ESDC), Contracting and Procurement
140 Promenade du Portage
Gatineau, Quebec K1A 0J9**

Title – Sujet Centralised Printing Services (CPS) - Record of Employment (ROE) forms	
Solicitation No. – N° de l'invitation 100016416	Date September 18, 2020
Client Reference No. – N° référence du client	
GETS Reference No. – N° de reference de SEAG -	
File No. – N° de dossier 100016416	CCC No. / N° CCC - FMS No. / N° VME
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le 2020-09-28	Time Zone Fuseau horaire Eastern Daylight Time (EDT)
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: nc-solicitations@hrsdc-rhdcc.gc.ca	Buyer Id – Id de l'acheteur ESDC
Telephone No. – N° de téléphone :	FAX No. – N° de FAX
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein	

Delivery required - Livraison exigée See Herein
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur
Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)- Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)
Signature
Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

The Contractor must provide the items detailed under Annex "A".

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing will be in writing.

1.4 Canadian Content

The requirement is limited to Canadian services.

PART 2 - BIDDER INSTRUCTIONS

2.1 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.

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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 08 of the standard instructions 2003 is deleted in its entirety. Bids transmitted by epost Connect service and by facsimile will not be accepted.

2.2 Submission of Bids

Bids must be received only to ESDC by the date, time and place indicated on page 1 of the bid solicitation.

2.2.1 Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in Attachment 1 to Part 2, Confidentiality Agreement, before being given access to such information

Suppliers must submit a signed confidentiality agreement, substantially in the form set out below and send it electronically to :

Mimi Rabouin e-mail: nc-solicitations-gd@hrsdc-rhdcc.gc.ca

2.3 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 in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. 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 FPS in receipt of a pension, as applicable:

- (a) name of former public servant; and
- (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 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted to nc-solicitations-gd@hrsdc-rhdcc.gc.ca no later than 4 calendar days before the bid closing date. Enquiries received after that time may not be answered.

2.5 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.

ATTACHMENT 1 TO PART 2, CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED
BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES

The description of the requirement of bid solicitation No. _____ contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

Insert the Supplier's legal name: _____ (the Supplier) agrees that:

- (a) it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
- (b) it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above; and
- (c) at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.

The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.

The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.

Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:

- (a) is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
- (b) is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
- (c) is independently developed by the Supplier; or
- (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Insert the Supplier's legal name: _____
Supplier's legal name

Signed by its authorized representative

Date

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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

Section I: Financial Bid 1 soft copy and;

Section II: Certifications 1 soft copy and;

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

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; and
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Annex "B" Basis of Payment.

Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria (N/A)

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-24), Evaluation of Price-Bid

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 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 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.

5.2 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 provided will render the bid non-responsive.

5.2.1 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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services. The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 1 of clause A3050T.

5.2.3.1.1 SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.2.1 Option to Purchase Additional Quantities

The Contractor grants to Canada the irrevocable option to acquire the additional quantities described at Annex A: Statement of Work of the Contract under the same terms and conditions stated in the Contract.

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

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

6.3.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to January 30th, 2021 inclusive.

6.4.2 Delivery Date

All the deliverables must be received before December 1st, 2020.

6.4.3 Delivery Points

Delivery of the requirement will be made to the delivery address (within National Capital Region) to be provided to the contractor by ESDC's CPS team before shipping takes place.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Mimi Rabouin

e-mail: mimi.rabouin@hrsdc-rhdcc.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.

6.5.2 Project Authority

The Project Authority for the Contract is: *(to be provided at time of Contract award)*

Name:	
Title:	
Organization:	
Address:	
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.

6.5.3 Contractor's Representative

To be provided at time of Contract award

6.6 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.

6.7 Payment – Basis of Payment

6.7.1. Cost reimbursable – Limitation of expenditure – Shipping cost

For the shipping cost described in Annex “ B “ The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, to a limitation of expenditure of \$10,000 Customs duties are included and Applicable Taxes are extra.

The Contractor will be reimbursed for shipping cost reasonably and properly incurred in the performance of the Work, at cost, with no allowance for profit and/or administrative overhead. All payments are subject to government audit.

6.7.2 Firm Lot Price – Printing and Flat Rate Shipping Administration Fee

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$_____ (amount to be inserted at contract award). Customs duty 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.

6.7.2 Limitation of Price

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

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

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by:
 - a) A copy of the detailed shipping receipts showing costs for shipping per address and;
 - b) The complete Annex "C".
3. Invoices must be distributed as follows:

One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 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.

6.9.3 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (c) the general conditions 2010C (2020-05-28) General conditions : Services (medium complexity);
- (d) Annex A, Statement of Work and it's Appendix;
- (e) Annex B, Basis of Payment and;
- (f) Annex C, Invoice Report and;
- (f) the Contractor's bid dated _____.

6.12 SACC Manual Clauses

D5328C (2014-06-26) Inspection and Acceptance
P1005C (2010-01-11) Packaging and Packing of Printed Products
P1009C (2007-11-30) Author's Alterations
P1010C (2010-01-11) Quality Levels for Printing
P1011C (2010-01-11) Quality Levels for Colour Reproduction
P1012C (2010-01-11) Quality Levels for Envelopes
P1013C (2010-01-11) Quality Levels for Forms
P1015C (2010-01-11) Quality Levels for Labels
P1016C (2010-01-11) Quality Levels for Binding

6.13 Credit for Non-Performance

a) In the event that the Contractor fails to meet the requirements, including but not limited to: late delivery, quality issues, and specification non-conformance; in accordance with the Contract, the Contractor shall provide ESDC with a credit note in the amount of 10% of the applicable line items of the effected requirement.

b) The parties agree that this calculation is a genuine pre-estimate of the damages that would be sustained by ESDC in the event of a Service Disruption and is not a penalty.

Nothing in this article is to be interpreted as limiting the rights and remedies which ESDC or the Minister may otherwise be entitled to under the Contract.

ANNEX "A"

STATEMENT OF WORK

1- Title

Centralised Printing Services (CPS) Record of Employment Forms – Employment Insurance – Employment and Social Development Canada

2- Objectives

Employment Social Development Canada (ESDC) requires services for the supply of carbon copy Record of Employment (ROE) forms, including shipping services.

The print products resulting from this contract will ensure the delivery of services and benefits to the public.

3- Background Statement

ESDC is the fourth-largest department within the Government of Canada, after the Royal Canadian Mounted Police, the department of National Defence, and the Canada Revenue Agency. In very tangible ways, our employees touch the lives of Canadians across the entire country; our operations span Canada, with over 65 percent of our employees working outside of the National Capital Region.

ESDC ensures that eligible Canadians are provided with retirement, survivor and disability benefits, as well as benefits for children, through the Old Age Security (OAS) program, the Canada Pension Plan (CPP), the Canada Pension Plan Disability (CPPD) and long-term financial security through the Canada Disability Savings Program (CDSP). ESDC also manages various Employment Insurance (EI) streams, services delivered through the Labour Program, and the Canada Education Savings Grant (CESG) program.

ESDC increases participation of Canadians in society by improving individual, family and community well-being, through: the Homelessness Partnering Strategy (HPS); Social Development Partnerships Program (SDPP); New Horizons for Seniors Program (NHSP); and Enabling Accessibility Fund (EAF).

ESDC operates over 600 Service Canada Centers and outreach centers across Canada, offering a single point of access to the public to a wide range of government services and benefits.

Through the Phone Operations and Integrated Content Management (PO-ICM), the 1 800 O-Canada service provides Canadians with quick access to all Government of Canada programs and services. Specially trained staffs use an extensive database of information to answer questions, direct callers to services and take orders for publications and documents.

4- Scope

The Contractor must print and deliver the Record of Employment (ROEs) forms, according to Appendix A to Annex A - Specifications and Artwork and Annex B – Basis of Payment.

The Contractor must accept and fulfil this printing order and is responsible for quality control of the print products requested as well as the distribution of these products to various final destinations.

ESDC requires printing services for Record of Employment (ROE) forms; controlled forms (forms that are numbered and cannot be duplicated). The artwork and specifications for the Record of Employment forms will be provided to the supplier electronically; these electronic documents must be stored securely and destroyed once the printing services are complete for each quarter. During printing, the Record of Employment forms must be stored at the suppliers' premises, in a secure location, until shipped to various locations.

The contractor must ensure that protocols surrounding controlled forms in this contract are followed.

ROE forms will be printed and delivered in 1 order.

5- Contractor Responsibilities

The contractor is responsible for ensuring that printing and shipping/transportation is completed within the delivery timelines provided in Annex B after being awarded the contract.

The contractor is responsible for providing the project authority or anyone on ESDC's Centralized Printing Services (CPS) Team with real-time status' and to respond to questions from ESDC's CPS Team within a reasonable delay:

- if a request for a status update is made or a question is posed before 12:00pm, the response must be provided before 5:00pm on the same day, local time according to the vendor's location
- if a request for a status update is made or a question is posed after 12:00pm, the response must be provided before 12:00pm the following day, local time according to the vendor's location

Status updates must be provided during the printing phase as well as during the shipping/transportation and delivery phase.

5.1 Order Acceptance

The contractor must create and provide proofs for the printed material via email or regular mail (whichever the contractor deems most appropriate for the print product in question) using the specifications and/or artwork in Appendix A to Annex A .

The proofs must be approved by ESDC's CPS team before work can be commenced. The contractor must be available to answer questions regarding the provided proofs, and must respond to ESDC's CPS team, via email, in accordance with the Timeframes and Schedule for Deliverables table.

The specifications and/or artwork that are being provided are only for this requirement and no licence is implied or extended. The successful contractor will be granted a limited license for the purposes of creating an exact reproduction of the required forms.

5.2 Printing

The Contractor must determine the printing methods best suited to meet the demands of the requested items. The Contractor may use either offset (direct imaging or metal plates) or electronic (including digital presses) printing methods to produce any of the work, provided the criteria for the print quality levels stated in the specifications are met.

5.3 Record of Employment (ROE) Controlled Forms

Using ROEs to provide false or misleading information regarding an Employment Insurance (EI) claim is considered fraud. EI fraud is a serious offence; individuals or businesses who commit fraud may be penalized or prosecuted under the EI Act or Criminal Code of Canada.

The following procedures must be followed when processing orders for controlled forms: During printing, controlled forms must be stored in a secure location, only accessible by employees working on the order of the controlled forms. The contractor is responsible for tracking and documenting the location of the printed forms and for documenting the names of all individuals with access to the forms. This must be kept on file for a period of three (3) years, and provided to ESDC's CPS team within two (2) business days, upon request.

Employees having access to the ROE forms must sign the Appendix B to Annex A- Employee Attestation and be provided with a copy of their signed form before working on ROE printing or having access to any ROE documentation. The contractor must provide an electronic copy of the signed form to ESDC's CPS team by email within two (2) business days of the form being signed.

It is the contractor's responsibility to have each employee sign the Appendix B to Annex A- Employee Attestation who will have access to ROE forms, the ROE form artwork and/or the ROE form specifications before being granted access. Should a new employee join the team during the awarded contract period that will have access to the ROEs, the ROE form artwork and/or the ROE form specifications, a new signed form must be sent to ESDC's CPS team before access is granted.

Orders for controlled items are to be assigned to an employee (or employees) who have been made aware of and understand the requirements in this SOW and contract in handling these forms. It is the contractor's responsibility to confirm this understanding with its employees before each order for controlled forms is processed.

Once the contractor has received the artwork and specifications, these must be saved in a restricted folder on the employer's electronic network system, and only accessible to employees working on the order of controlled forms.

All controlled forms must be consecutively serial numbered supplied in Annex "B". The management of the production of the controlled forms must include the management of the serial numbering done in accordance with order information provided by ESDC's CPS team. If any forms are not printed correctly, the contractor must advise the CPS team and must provide the incorrectly printed forms to the CPS team for destruction.

5.4 Distribution, Packaging, Labeling, and Packing Slip

The Contractor must provide services for mailing of ROEs to the warehouse destination, using the address supplied in Annex B, (the address will be provided before shipping).

5.4.1 Distribution

During shipping, when processing orders for controlled items, the ROE's must always be accounted for and their location must always be tracked and readily available upon request.

The Contractor is responsible for all distribution activities, including ensuring the timely and safe arrival of all printed products at the specified destination. This includes all tracking and reporting requirements up to confirmation of receipt at destination, for all material. The method of monitoring distribution used by the Contractor must be capable of providing ongoing, up to date information on the status of any of the material from the time it leaves the point of departure to arrival at the specified destination.

If any orders are wrongly shipped, due to error on the part of the Contractor, the Contractor is responsible for any costs incurred in replacing or re-sending those items with the correct items. Should any orders which have been wrongly shipped need to be returned to the Contractor's facility, the Contractor is responsible for all shipping costs.

The contractor is responsible for ensuring that all deliveries are conducted during regular business hours (between 9:00am and 5:00pm, in the time zone of the delivery address), unless previously approved by email by ESDC's CPS team.

Unless otherwise specified by ESDC's CPS team via email, signatures upon receipt at the point of destination is required for all shipments.

5.4.2 Shipping Costs

The contractor is responsible for selecting the shipping method with the best value. ESDC will pay the contractor the cost of shipping (postage only, not packaging or preparation), plus a flat rate fee for administering all shipping. The contractor must ensure that deliveries are made during the specified delivery week, without incurring urgent or express shipping fees (or any other shipping fees charged for faster shipping than regular services). If urgent or express fees are incurred, these fees will be the responsibility of the contractor and will not be paid by ESDC. Shipping receipts must be included with any invoices to ESDC.

5.4.3 Packaging

The contractor must ensure that packaging and labelling is carried out in adherence to the specifications below. The Contractor must provide all materials and complete all operations necessary for delivery of the printed products to the final destinations.

The Contractor is responsible for packaging the documents being distributed. Packaging is to be appropriate for the size of the order and cartons may range up to a maximum of 35 lb. in weight. Small quantities may be distributed in standard size envelopes (the contractor is responsible for ensuring that the selected packaging protects the print products and that print products are delivered in perfect condition). Cartons are to be loaded to capacity without fillers. If an order is large enough to permit the order to be shipped on a shipping pallet, the entire order is to be shrink-wrapped on the pallet. The packaging must be appropriate for safe distribution of the required items in the most economical and practical manner. If an order is large enough to be shipped on pallets, the Contractor must confirm with the ordering offices for DARS rolls or confirm with the CPS team for ROE forms, using the delivery address contact information, that the office or the receiving address can accept the pallets before the order is shipped.

The Contractor is responsible for providing all shipping materials such as, though not limited to, envelopes, cartons or pallets.

5.4.4 Labels

All shipping material must have a bilingual label return address as well as the destination address. The return address must be that of the Contractor. The Contractor must prepare the layout for the labels to conform to Canada Post regulations and if the contractor uses a service other than Canada Post, the contractor is responsible for conforming with their label requirements. Labels should contain the serial numbering, quantity, product description, order number and date.

The Contractor is responsible for addressing any items being distributed. This includes output and application of any required labels.

The address label must be applied to the box or boxes prior to shipping. When an order has multiple boxes, the boxes must be identified sequentially, e.g. 1/3, 2/3, 3/3. The label information on the boxes must be clearly indicated on the end of the box. Boxes that are placed on skids must be placed so that label information is clearly visible on all 4 sides of the skid.

5.4.5 Packing Slip

All shipping materials such as envelopes, cartons or pallets must include a bilingual packing slip. The packing slip must include:

- serial numbers specific to each package or box;
- purchase order numbers ;
- product descriptions;
- order quantity per package;
- order quantity shipped ;
- number of packages of any documents inside.

The packing slip must be placed inside the box and the box must be identified as containing the packing slip. If a delivery to a specific address has multiple boxes, the packing slip must be included in box No. 1.

5.5 Quality Assurance

5.5.1 Quality Assurance by the Contractor

The Contractor must perform a quality assurance check prior to distributing any printed products. During the quality assurance check, the contractor must confirm that all printed products adhere to the specifications and match the artwork and proofs, and that all quality standards are met.

5.5.2 Faulty Material

Faulty material refers to any material delivered by the Contractor not meeting the specifications and or the quality level required as per the Statement of Work.

The faulty material will be returned to the Contractor for disposal and must be replaced at no charge (up to (2) two years from the date of delivery).

If any forms are not printed correctly, the contractor must advise the CPS team and the CPS team will provide the contractor with instructions on where to ship the forms for destructions.

6- ESDC's CPS Team Responsibilities

ESDC's CPS team represents the Project Authority and will be the main point of contact for the Contractor.

All communication with the ESDC's CPS team must be conducted by email.

ESDC's CPS team will adhere to all timeframes specified in the Timeframes and Schedules table in this Statement of Work (SOW).

ESDC's CPS team will respond to questions regarding the shipping distribution list, the specifications for the print product, any related artwork and all required templates.

7- Constraints

7.1 Sustainable Development / Green Plan

In support of the Government of Canada's Sustainable Development Strategy, ESDC is committed to the purchase of environmentally sound products that are of equal quality or better than the industry average. Green procurement is the procurement of products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider the full life cycle of a product, including: raw material acquisition, production, manufacturing, packaging, distribution, operation, maintenance, disposal and re- use of the product or service. Green procurement encompasses the concept of the procurement of goods and services that provide for basic human needs and bring a better quality of life, while minimizing the use of non renewable natural resources and toxic materials and the emission of wastes and pollutants over the life cycle, so as not to jeopardize the ability of future generations to meet their own needs.

The Contractor must make every possible effort towards supplying print services that are the result of environmentally sound processes, without detracting from the appearance of said items.

The Contractor must make every possible effort towards using papers from manufacturers certified under the Environmental Choice Program, or who are using fibre originating from a sustainably-managed forest certified to a third-party verified forest certification standard such as the Forestry Stewardship Council, Sustainable Forestry Initiative or the Canadian Standards Association Sustainable Forest Management Standard.

8- Client Support / Key Stakeholders

Should the Contractor be asked for advice related to the printing process, specification, print quality or artwork, the Contractor must provide advice and information to the best of the knowledge of the Contractor's most informed employees.

The Contractor is required to seek any clarification or additional information regarding specifications, order details or artwork from ESDC's CPS team.

The Contractor is required to request any information or clarification regarding delivery and addresses directly from ESDC's CPS team, via email. ESDC's CPS team must be included on all communications with delivery address contacts.

9- Timeframes and Schedule for Deliverables

The turnaround times are specified in the Timeframes and Schedule for Deliverables table below. Any deviation from the timeframes specified in the table below must be agreed to by both parties, via email.

<u>Timeframes and Schedule for Deliverables</u>		
Deliverable	Timeframe	Responsibility
Delivery of proofs to ESDC's CPS team via email or regular mail	Within 10 business days of contract award.	Contractor
Submission of questions from ESDC to the contractor regarding proofs	Within 2 business days of receiving proofs.	ESDC
Provision of additional information, clarifications or new proofs from contractor	Within 2 business days of receiving questions from ESDC.	Contractor
Approval of proofs	Within 2 business days of receiving all proofs and any additionally requested proofs.	ESDC
Notification of delivery dates to the Shipping Contact Person	At least 2 business day before the delivery is made.	Contractor
Print Product Delivery	See section 6.4.2 Delivery Date under the terms and conditions.	Contractor
Notification to contractor of any issues with delivered print products	Within 10 business days of (after) print product delivery.	ESDC
Proposition of rectification approach if issues exist with print product delivery	Within 3 business days of notification to contractor of any issues with delivered print products.	Contractor

10- Performance and Monitoring

Performance and monitoring will be tracked.

If the contractor is found to be in contradiction of the terms and conditions of the contract, including this SOW, on 3 occasions, the Contracting Authority reserves the right to suspend future requirements with the contractor for a period of up to 2 years.

Instances of non-conformance include any deviation from the terms and responsibilities stated in the contract, including this SOW.

ESDC's CPS team will notify the contractor of any instances of non-conformance via email, within 5 business days of becoming aware of the instance of non-conformance.

APPENDIX "A" to ANNEX "A" Specifications and Artwork.

Artwork attached in a separate document

Note to Bidders: *The Completed Specifications and Artwork for Record of Employment (ROE) will be sent upon receiving the signed Attachment 1 to Part 2 - Confidentiality Agreement*

APPENDIX B TO ANNEX A- Employee Attestation

Employee Attestation Form between (Name of Vendor) _____ and Employment and Social Development Canada

Background

Using Record Of Employment (ROE)s to provide false or misleading information regarding an Employment Insurance (EI) claim is considered fraud. EI fraud is serious offence; individuals or businesses who commit fraud may be penalized or prosecuted under the EI Act or Criminal Code of Canada. We are all responsible for helping to detect and deter EI fraud.

Employee and Contractor's Attestation

Orders for controlled items are to be assigned to an employee (or employees) who have been made aware of and understand the requirements in contract # _____ between _____ and Employment and Social Development Canada (ESDC).

By my signature below, I **attest** to the following statements:

- The specifications and/or artwork that are being provided are only for this requirement and no licence is implied or extended.
- The artwork and specifications for the Record of Employment forms must be destroyed once the printing services are complete for each quarterly delivery.
- Artwork and specifications must be saved in a restricted folder on the employer's electronic network system, and only accessible to employees working on the order of controlled forms.
- During printing, controlled forms must be stored in a secure location, only accessible by employees working on the order of the controlled forms.

I understand that if I become aware of someone committing fraud, or if I am aware of someone not adhering to the requirements related to Record of Employment forms stipulated in contract# _____ between _____ and ESDC, I will immediately report this activity, by contacting Service Canada at **1-800-206-7218** and speaking to a representative.

Employee Name	Employee Signature	Date

Contractor's Name: _____

Contractor's Signature: _____

Date: _____

- The contractor must provide a copy to the employee and send the signed copy to ESDC's CPS Team.
- Should a new employee join the team during the awarded contract that will have access to the ROEs, a new signed form must be sent to ESDC's CPS team before access is granted.

For more information, please visit: <https://www.canada.ca/en/employment-social-development/programs/ei/ei-list/reports/fraud-serious.html>

ANNEX "B"

BASIS OF PAYMENT

Attached in a separate document

ANNEX "C"

INVOICE REPORT

Attached in a separate document