\*

Canada Revenue Agency Agence du revenu du Canada

# RETURN BIDS TO : RETOURNER LES SOUMISSION À:

# Canada Revenue Agency Agence du revenu du Canada

# Proposal to: Canada Revenue Agency

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

# Proposition à : l'Agence du revenu du Canada

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

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

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

Name /Nom

Title/Titre

Signature

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

Telephone No. – No de téléphone

Fax No. – No de télécopieur

E-mail address – Adresse de courriel

# REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

	DEMANDE DE PROPOSITION				
	<b>Title – Sujet</b> Metal Adjustable Mail Sorters				
ht of	Solicitation No. – No de l'invitation	Date February 12, 2021			
t out oods	1000356583				
it the	Solicitation closes – L'invitation prend fin	Time zone – Fuseau horaire			
Reine	on – le: March 1, 2021	EST /HNE Eastern			
tions ns la s à la	at – à 11:59:59 P.M. / 23:59:59 h	Standard Time/ Heure Normale de l'Est			
euille	Contracting Authority – Autorite contractante				
's	Christina Eryuzlu				
irer	Christina.eryuzlu@cra-arc.gc.ca				
	<b>Telephone No. – No de téléphon</b> (613) 617-4574	10			
	Fax No. – No de télécopieur N/A				
de	Destination - Destination				
See herein / Voir dans ce document					



# **Request for Proposal (RFP)**

Agency

Title: Metal adjustable mail sorters

Canada Revenue

# Part 1 General Information

### 1.1 Introduction

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

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

### Appendices

- Appendix 1: Mandatory Criteria
- Appendix 2: Point Rated Criteria

Appendix 3: Financial Proposal

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

### Annexes

Annex A: STATEMENT OF WORK

### 1.2 Summary

The Canada Revenue Agency requires 88 sets (of four (4) columns each) of metal adjustable mail sorters for incoming mail to direct to correct locations. These sorters will make it easier for the clerks to separate their work to go to these areas. The complete delivery is required within four (4) weeks of contract award.

### 1.3 Glossary of Terms

TERM	DEFINITION
CRA	Canada Revenue Agency
DDP	Delivered Duty Paid





Agence du revenu du Canada

TERM	DEFINITION
Proposal	A solicited submission by one party to supply certain goods or services. The word "proposal" is used interchangeably with "bid"
Solicitation	An act or instance of requesting proposals/bids on specific products and/or services.
Tendering Authority	Canada Revenue Agency

# 1.4 Debriefings

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

# 1.5 Canadian International Trade Tribunal

As a general rule, a complaint regarding this procurement process must be filed with the Canadian International Trade Tribunal (the Tribunal) within 10 working days from the date on which a bidder becomes aware, or reasonably should have become aware, of a ground of complaint. Alternatively, within that time frame, a bidder may first choose to raise its ground of complaint by way of an objection to the CRA; if the CRA denies the relief being sought, a bidder may then file a complaint with the Tribunal within 10 working days of that denial. More information can be obtained on the Tribunal's Web site (<u>www.citt-tcce.gc.ca</u>) or by contacting the Registrar of the Tribunal at 613-990-2452.

Also consult <u>Bid Challenge and Recourse Mechanisms</u> (<u>https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms</u>)

# Part 2 Bidder Instructions

# 2.1 Mandatory Requirements

Agency

Canada Revenue

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

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

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

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

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

The standard instructions and conditions 2003 (2019-03-04) are incorporated by reference into and form part of the bid solicitation.

The following clauses are incorporated by reference:

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

### 2.2.1 Revisions to Standard Instructions 2003

Standard Instructions - Goods or Services - Competitive Requirements 2003 (2019-03-04) are revised as follows.

Section 01 titled "Integrity Provisions- Bid", is deleted in its entirety and replaced with the following:

Section 01 Integrity Provisions- Bid

- 1. The *Supplier Integrity Directive* (SID) dated May 24, 2016, is incorporated by reference into, and forms a binding part of the bid solicitation. The Bidder must comply with the SID, which can be found on the Canada Revenue Agency's website at <a href="https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html">https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html</a>
- 2. Under the SID, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The SID describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the bid solicitation, the Bidder must provide the following:
- a. by the time stated in the SID, all information required by the SID described under the heading "Mandatory Provision of Information"; and

Agency

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

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

Section 02 Procurement Business Number

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

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

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

(d) send its bid by fax or using an electronic/online-fax service only to the telephone number specified in the solicitation in Section 2.3.

Section 06, titled "Late Bids", is deleted in its entirety and replaced with the following:

Section 06 Late Bids

The CRA will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

Agency

For bids submitted either by fax or by an electronic/online fax service, the late bids will be deleted. Records will be kept documenting the transaction history of all late bids submitted.

Section 07 titled "Delayed Bids", all references to "PWGSC" are hereby deleted and replaced with "CRA". In addition paragraph 1(b) is deleted in its entirety and replaced with the following:

b. The only piece of evidence relating to a delay in the electronic/online fax service that is acceptable to the CRA is the official time stamp of when the file was received by the CRA on the electronic/online fax server and that clearly indicates that the bid was received before the solicitation closing date and time.

Section 08 titled Transmission by facsimile or by epost Connect is deleted in its entirety and replaced with the following:

Section 08 Transmission by facsimile or using an electronic/online fax service

- 1. Facsimile
- a. Unless otherwise specified in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **1-418-556-1811**, or, if applicable, the facsimile number identified in the bid solicitation.
- b. For bids transmitted by facsimile, the CRA will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - i. receipt of garbled, corrupted or incomplete bid;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid; or
  - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.
- d. The bid solicitation number should be identified in the cover page of all faxed transmissions
- e. Bidders must ensure that they are using the correct facsimile number
- f. Bidders are discouraged from using colours and shades in their bid documents as transmittal process may render the information non readable
- 2. Electronic/Online Fax Service
- a. Unless otherwise specified in the bid solicitation, bids may be submitted by using an electronic/online fax service (for example eFax, Metrofax, Myfax, Hellofax, Ring Central Fax etc.). The only acceptable facsimile number for responses to bid solicitations issued by the CRA is **1-418-556-1811**, or, if applicable, the facsimile number identified in the bid solicitation.

Agency

- b. To submit a bid using an electronic/online fax service, the Bidder must send its bid directly only to the specified facsimile number provided using its own software or licensing agreement for electronic/online fax services.
- c. The bid solicitation number should be identified in the cover page of all electronic/online fax service transmissions.
- d. For bids transmitted by electronic/online fax service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the electronic/online fax service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to transmit through the electronic/online fax service.

When the transmission using the electronic/online fax service is complete a time stamp will be applied and the file saved.

Bidders must ensure that that they are using the correct facsimile number for the Bid Receiving Unit when submitting bid using an electronic/online fax service

A bid transmitted using an electronic/online fax service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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

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

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

# 2.3 Submission of Proposals

When responding, the proposal MUST be sent by fax or using an electronic/online fax service to 1-418-556-1811.

Bidders should keep a copy of their fax transmission report for record keeping purposes.

ONLY ELECTRONIC BIDS WILL BE ACCEPTED. Due to the COVID-19 situation, the delivery of a physical (paper) proposal is not considered to be practical and therefore physical proposals will not be accepted.

Canada reserves the right to request a copy of the bid documentation in native format (e.g. MS Word, MS Excel, Portable Document Format) after bid closing for use in the bid evaluation phase. Bidders may be asked by the Contracting Authority to provide this documentation via email with a specified timeframe. If there is a discrepancy between the wording of the electronic copy submitted in response to the Contracting Authority's request and the



Agency

original faxed copy submitted by fax or using an electronic/online fax service, the wording of the original faxed copy will have priority over the wording of the electronic copy.

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

All enquiries must be submitted to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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

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

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

### 2.6 Terms and Conditions

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



# Part 3 Proposal Preparation Instructions

Canada Revenue

Agency

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

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

Section I: Technical Bid

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

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

### Section II:Financial

Bidders must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal. The total amount of applicable taxes must be shown separately.

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

Canada requests that bidders use a numbering system corresponding to that of the bid solicitation.



### Part 4 Evaluation and Selection

Agency

Canada Revenue

### 4.1 General

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

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

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

### 4.2 Steps in the Evaluation Process

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

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

Bids will be ranked in accordance with the Selection Methodology.

### Step 1 – Evaluation against Mandatory Criteria

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

### Step 2 – Evaluation against Point-Rated Criteria

Point-rated criteria do not apply to this requirement.

### Step 3 – Evaluation of Financial Proposals

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

Prices submitted will be evaluated to determine the bid evaluation price as defined in Appendix 3: "Financial Proposal". Once the bid evaluation prices are determined under Step 3, the proposals will proceed to Step 4.

Bidders must provide a price, percentage, or weight, as applicable, for each item identified in the format specified in Appendix 3: Financial Proposal. Ranges (e.g., \$10-\$13) are not acceptable.

# Step 4 – Basis of Selection

Canada Revenue

Agency

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 BID EVALUATION PRICE will be recommended for award of a contract.

# Step 5 – Conditions Precedent to Contract Award

The Bidder recommended for award of a Contract must meet the requirements provided in Part 5 "Certifications and Additional Information" of this RFP.

# Step 6 – Contract Entry

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

### Part 5 Certifications and Additional Information

Canada Revenue

Agency

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

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

#### 5.1 Certifications Required To Be Submitted At Time of Bid Closing

#### 5.1.1 Joint Venture Certification Only complete this certification if a joint venture is being proposed

The Bidder represents and warrants the following:

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

The name of the joint venture is: (b)

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

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

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

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

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

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

The Joint Venture Certification shall be effective throughout the entire period of the Contract, including any exercised option period, if exercised. The CRA has the right to request documentation from the Bidder evidencing the existence of the contractual joint venture.

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

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

Signature of Duly Authorized Representative

Name of Individual (Please Print)

Legal Name of Business Entity

Date

Signature of Duly Authorized Representative

Name of Individual (Please Print)

Legal Name of Business Entity

Date

# 5.2 Certifications Precedent to Contract Award and Associated Information

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

### 5.2.1 Integrity Provisions – Associated Information

Canada Revenue

Agency

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

# 5.2.2 Employment Equity

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

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

### 5.2.3 Vendor Reporting Information

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

For the purpose of this clause:

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

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

The Bidder is requested to provide the following:

Legal Name:	
Operating Name:	
Address:	
Payment/T1204 Address (if different)	Payment address is same as above

Canad Agenc	-	nce du revenu du ada		Solicitation No. 100	10356583
City:					
Province:					
Postal Co	ode:				
Telephon	e:				
Fax:					
Type of Busin	ess (Select only or	ne)			
Corporation	Partnership	Sole Proprietor	Non-Profit Organization	US or International Co.	
Goods and Se <u>http://www.cra</u> If the services	ervices Tax (GST) a-arc.gc.ca/tx/bsns will be rendered b Services Tax (GST	or Business Number (l <u>s/tpcs/bn-ne/menu-eng</u> y an individual, please	BN). Additional detail <u>g.html</u>	ernational companies) must Is on how to obtain a BN can nsurance Number (SIN).	orovide their be found at:
	inder (dry).	- If a	a SIN number is bein information should envelope marked	d be place in a sealed	
Social Insura	ance Number (SIN)	:			
🗌 N/A I	Reason:				
Note: If you	u select "N/A", ther	n you must give a reas			
Date:					
Name:					
Signature:			_		
January 29, 2021		Page 14 o	f 27		

(Signature of duly authorized representative of business)

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

(Title of duly authorized representative of business)

\*

# Appendix 1: Mandatory Criteria

Agency

Canada Revenue

### **Evaluation Procedures**

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

Item #	Mandatory Criteria Description	CRA USE ONLY Met/Not Met
M1	The Bidder must sign Page 1 (front page) of the Request for Proposal and the Joint Venture certification, if applicable, identified in Part 5.	
M2	The Bidder must submit their financial bid in accordance with the format outlined in Appendix 3: Financial Proposal.	
М3	The Bidder must indicate which product they are proposing and provide specifications of the proposed product with their bid.	
M4	The Bidder's proposed product must meet all of the product specifications detailed at Annex A.	

Canada Revenue Agency

# Appendix 2: Point Rated Criteria

Not applicable.

# Appendix 3: Financial Proposal

Agency

Canada Revenue

The Bidder must submit their financial bid in accordance with the "Financial Bid Presentation Sheet" detailed below.

Bidders must submit firm lot prices in Canadian funds, Canadian customs duties and excise taxes included, and Applicable Taxes excluded, Delivered Duty Paid (DDP) (1050 Notre Dame Ave, Sudbury Ontario P3A 5C1), for the provision of goods outlined in Annex A "Statement of Work".

The prices specified include all of the requirements defined in the "Statement of Work" in Annex A.

# Financial Bid Presentation Sheet:

ltem	Description	Bidder's Proposed Firm Lot Prices
1	88 sets of metal adjustable mail sorters in accordance with Annex A.	\$
2	Delivery of 88 sets of metal adjustable mail sorters to: 1050 Notre Dame Ave, Sudbury Ontario P3A 5C1	\$
3	Sub total and <b>BID EVALUATION PRICE</b>	\$



# Part 6 Model Contract

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

### 6.1 Revision of Departmental Name

Canada Revenue

Agency

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

a) Standard Clauses and Conditions.

### 6.2 Agency Restructuring

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

### 6.3 Requirement

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

### 6.3.1 Period of the Contract

The period of the Contract is from date of contract award to date of delivery of the metal adjustable mail sorters.

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

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

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

### The following Clauses are incorporated by reference:

SACC	Clause Title	Date
Reference		
A2000C	Foreign Nationals (Canadian Contractor) OR	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
	(to be determined at contract award)	
A3015C	Certifications – Contract	2014-06-26
C2000C	Taxes – Foreign-based Contractor (To be deleted at	2007-11-30
	contract award if not applicable.)	
C6000C	Limitation of Price	2011-05-16
G1005C	Insurance	2008-05-12
H1000C	Single Payment	2008-05-1

# 6.5 General Conditions

Agency

Canada Revenue

2030 (2016-04-04) General Conditions – Higher Complexity - Goods, apply to and form part of the Contract.

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

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

Section 23 titled "Confidentiality",

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

Subsection 6 is hereby amended to delete "PWGSC Industrial Security Manual and its supplements", and insert "Security Requirements for the Protection of Sensitive Information" issued by the CRA, Security and Internal Affairs Directorate (SIAD). The remainder of Section 23 remains unchanged.

Section 43 titled "Integrity Provisions- Contract" is hereby deleted in its entirety and replaced with:

The Supplier Integrity Directive (SID) incorporated by reference into the bid solicitation is incorporated into, and forms a binding part of the Contract. The Contractor must comply with the provisions of the SID, which can be found on the Canada Revenue Agency's website at <u>https://www.canada.ca/en/revenue-agency/corporate/about-canada-revenue-agency-cra/procurement-cra/supplier-integrity-directive.html</u>.

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

### 6.6 Authorities

### 6.6.1 Contracting Authority A1024C (2007-05-25)

The Contracting Authority for the Contract is:

Name: Christina Eryuzlu Telephone Number: 613-617-4574 E-mail address: <u>christina.eryuzlu@cra-arc.gc.ca</u>

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.

### 6.6.2 Project Authority A1022C (2007-05-25)

To be completed at the time of Contract award.	
Name:	
Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

# 6.6.3 Contractor's Representative

Canada Revenue

Agency

*To be completed at the time of Contract award.* Name: Address: Telephone Number: E-mail Address:

### 6.7 Delivery

All the deliverables must be received by the Project Authority within four (4) weeks of contract award.

### 6.8 Inspection and Acceptance

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

# 6.9 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot prices, as specified below for a cost of \$ \_\_\_\_\_\_ (amount to be inserted at contract award). Customs duties are included, and Applicable Taxes are extra.

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

Item	Description	Firm Lot Prices
1	88 sets of metal adjustable mail sorters in accordance with Annex A.	<i>\$ to be inserted at contract award</i>
2	Delivery of 88 sets of metal adjustable mail sorters to: 1050 Notre Dame Ave, Sudbury Ontario P3A 5C1	<i>\$ to be inserted at contract award</i>
3	Sub total	<i>\$ to be inserted at contract award</i>
4	Taxes (13%)	<i>\$ to be inserted at contract award</i>
5	Grand Total	<i>\$ to be inserted at contract award</i>

### 6.10 Invoicing Instructions

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.

Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the Project Authority of the Contract, identified under the section entitled "Authorities", for certification and payment.

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

# 6.11 Payment Process

Canada Revenue

Agency

At Canada's discretion the Contractor will be paid using direct deposit or cheque.

At its sole discretion Canada may change the method of payment at any time during the period of the Contract, including any extension thereto, to one of the other payment methods stated above. All communications regarding the specific method of payment, including changes thereto, will be in writing via email as it's not Canada's desire to formally amend the Contract if the payment method is changed.

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

# 6.11.1 Payment by Direct Deposit

The Contractor shall accept Direct Deposit for payment of the goods and/or services described herein. Payments by direct deposit will be subject to Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract.

To complete or amend a direct deposit registration, the Contractor must complete the Vendor Electronic Payment Registration form accessible at: <u>https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/rc231.html</u>

It is the sole responsibility of the Contractor to ensure that the information and account number submitted to Canada via their Vendor Electronic Payment Registration form is up to date. Should the Contractor's information within the Vendor Electronic Payment Registration form not be accurate or up to date, the provisions identified herein under Article 18 – Payment Period and Article 19 - Interest on Overdue Accounts, set out in 2030 General Conditions (2016-04-04) forming part of the Contract will not apply, until the Contractor corrects the matter.

# 6.11.2 Payment by Cheque

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

### 6.12 Certifications

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

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

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

Agency

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

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

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

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

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

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

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

# 6.14 Applicable Laws SACC A9070C (2014-06-26)

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

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

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

- 1. The Articles of Agreement;
- 2. The General Conditions 2030 (2016-04-04) General Conditions Higher Complexity Goods;
- 3. Annex A: Statement of Work;
- 4. The Contractor's proposal dated \_\_\_\_\_\_ (insert date of bid), as amended on \_\_\_\_\_\_ (insert date(s) of amendment(s), if applicable).

### 6.16 Alternative Dispute Resolution

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

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

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

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

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

# 6.16.1 Procurement Ombudsman

Canada Revenue

Agency

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services, please see the <u>Procurement Ombudsman Regulations</u> or visit the <u>OPO website</u>.

# 6.16.2 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>. For more information on OPO's services, please see the <u>Procurement Ombudsman</u> <u>Regulations</u> or visit the <u>OPO website</u>.

Agency

1

# Annexes

The following Annex applies to and forms part of the Contract:

STATEMENT OF WORK ANNEX A:

January 29, 2021



# ANNEX A: STATEMENT OF WORK

Canada Revenue

Agency

1.0 TITLE

Metal Adjustable Mail Sorters

# 2.0 OBJECTIVE

Metal adjustable mail sorters are required for incoming mail to direct to correct locations.

# 3.0 BACKGROUND

Mail sorters are required for the Canada Revenue Agency Order of Attachment Program. The Program receives a lot of incoming mail that has to be distributed to other areas. These sorters will make it easier for the clerks to separate their work to go to other areas.

# 4.0 CONSTRAINTS

The sorters will sit on work surfaces that are 5 feet 10 inches (70 inches) in length and 2 feet 5 inches (29 inches) wide and 1 inch thick. While seated, the individual sorting mail requires space in front of the sorters to place documents and work. The individual sorts the mail in the mail sorter in a seated position and must be able to reach all slots while seated. The mail being sorted is flat paper that is 8.5" x 11". Due to these constraints, the mail sorter specifications detailed below at section 5.0 PRODUCT SPECIFICATIONS are very specific.

# 5.0 PRODUCT SPECIFICATIONS

The Contractor must supply and deliver 88 sets of metal adjustable mail sorters. Each of the 88 sets of sorters must meet the following mandatory specifications:

- The overall size of each set when all four columns are connected together must be between 17" to 18" high, 48" long and 15" deep;
- Be metal wire cages without any kind of plastic coating covering the metals;
- The metal wires must be gray or black toned;
- Spacing between the wires must no be larger than 1" x 1";
- Consist of 4 columns where columns must be held together by brackets or clips;
- The brackets or clips holding the columns together must be removable by the user such that the unit can be dismantled for storage. The brackets or clips must be removable by hand without the need for tools;
- All sides of the sorter must be removable such that the unit can be dismantled by the user for storage;
- Each column must have 3 adjustable mail slots where each mail slot must be adjustable by 1" increments;
- Four columns kept together by brackets or clips is considered to be one mail sorter set with a total of 12 slots altogether;
- Each sorter set (i.e. the 4 columns) must include 2 metal brackets such as c-clamps that will be used to fix the mail sorter set to the 1" thick work surface; and
- Include plastic labels that can suspend by hooks on each shelf.

### 6.0 SCHEDULE AND DELIVERY DATES

The Contractor must supply and deliver the following goods by the date and at the location specified:



Agency

Description	Supply and Delivery	Delivery Location
88 sets of metal adjustable mail sorters.	Supply and delivery must take place within four (4) weeks of contract award	1050 Notre Dame Ave, Sudbury, Ontario P3A 5C1