

Services Canada

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Public Works and Government Services Canada

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

Propositions aux : Travaux publics et Services gouvernementaux Canada

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

Solicitation No N° de l'invitation	Type - Genre	Update - Mise à jour		
Solicitation closes - L'invitation prend fin at - à	PWGSC File No N° de référence de TI			
on - le				



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

Canada

		Page	de			
Date of Solicitation - Date de l'invitation						
Address inquiries to - Adresser toute demande de renseignements à :						
Area code and Telephone No. Code régional et N° de téléphone	Facsimile N° de télée					
Destination						

Instructions: Municipal taxes are not applicable.

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

Instructions:

Les taxes municipales ne s'appliquent pas.

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

Delivery required - Liv	vraison exigée	Delivery offered - Livraison proposée
Vendor Name and Ad	dress - Raison	sociale et adresse du fournisseur
Facsimile No N° de	télécopieur	
Telephone No N° d	e téléphone	
	le la personne	to sign on behalf of vendor (type or autorisée à signer au nom du
Signature		Date

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	4
1.1	INTRODUCTION	
1.2	SUMMARY	
1.3	DEBRIEFINGS	
PART 2	- BIDDER INSTRUCTIONS	6
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2	SUBMISSION OF BIDS	
2.3	FORMER PUBLIC SERVANT	
2.4	ENQUIRIES - BID SOLICITATION	
2.5	APPLICABLE LAWS	
2.6	BID CHALLENGE AND RECOURSE MECHANISMS	7
PART 3	- BID PREPARATION INSTRUCTIONS	8
3.1	BID PREPARATION INSTRUCTIONS	8
ATTACH	HMENT 1 TO PART 3 – PRICING SCHEDULE	9
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1	EVALUATION PROCEDURES	11
4.2	BASIS OF SELECTION	
ATTACH	HMENT 1 TO PART 4 - TECHNICAL CRITERIA	12
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	17
5.1	CERTIFICATIONS REQUIRED WITH THE BID	17
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	
ATTACL	HMENT 1 TO PART 5 - FORMER PUBLIC SERVANT	
	HMENT 2 TO PART 5 – COVID-19 VACCINATION REQUIREMENT CERTIFICATION	
	- SECURITY, FINANCIAL AND OTHER REQUIREMENTS	
6.1	SECURITY REQUIREMENTS	
PART 7	- RESULTING CONTRACT CLAUSES	22
7.1	STATEMENT OF REQUIREMENT	
7.2	STANDARD CLAUSES AND CONDITIONS	
7.3	SECURITY REQUIREMENTS	
7.4	TERM OF CONTRACT	
7.5		
7.6 7.7	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
7.7	BASIS OF PAYMENT INVOICING INSTRUCTIONS	
7.8	CERTIFICATIONS AND ADDITIONAL INFORMATION	
7.10	APPLICABLE LAWS	
7.11	PRIORITY OF DOCUMENTS	
7.12		-
7.13	INSPECTION AND ACCEPTANCE	25
7.14	ACCESS TO FACILITIES AND EQUIPMENT	25
7.15	GOVERNMENT SITE REGULATIONS	25

File No. - N° du dossier 10072467

7.16	DISPUTE RESOLUTION	25
ANNEX	"A" – STATEMENT OF REQUIREMENT	. 27
ANNEX	"B" – BASIS OF PAYMENT	. 34
ANNEX	"C" – SOFTWARE LICENSE	. 35

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Attachments include:

Attachment 1 to Part 3 – Pricing Schedule Attachment 1 to Part 4 – Technical Criteria Attachment 1 to Part 5 – Former Public Servant

The Annexes include:

Annex "A" - Statement of Requirement Annex "B" - Basis of Payment

1.2 Summary

Public Works and Government Services Canada (PWGSC) has a requirement for a Cloud Tracking Solution and Intelligent Automated Locker System.

Ensuring effective tracking of mail and parcels for PWGSC's organizations located in the National Capital Region (NCR) in an efficient and cost-effective manner. This state-of-the-art mail tracking technology will optimize mail service delivery by reducing delivery time and simplifying the management of inbound and outbound parcels

PWGSC Mail Services is seeking to align its business model with the modern <u>activity-based workplace</u> environment. The target business model will be self-service mail pick up and drop off. All couriered mail and parcels items will need to be logged, an automated email notification will be sent to the business unit or client to pick up the item at the assigned Intelligent Automated Locker.

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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 may be in writing, by telephone or in person.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to <u>Heather.Adams@tpsgc-pwgsc.gc.ca</u> by the date, time and place indicated on page 1 of the bid solicitation.

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

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 FPSs, bidders must provide the information required in Attachment 1 to Part 5 before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority at <u>Heather.Adams@tpsgc-</u> <u>pwgsc.gc.ca</u> 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.

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier 10072467

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one (1) electronic copy in PDF format)

Section II: Financial Bid (one (1) electronic copy in PDF format)

Section III: Certifications (one (1) electronic copy in PDF format)

3.2 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.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Attachment to Part 3 - Pricing Schedule.

3.4 Section III: Certifications

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

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

Bidders are requested to complete the following Pricing Schedule and include it in the bid. At a minimum, the Unit Price for each Item must be submitted.

Travel and living expenses will not be reimbursed and must be included in the costs below.

Initial Contract Period

ltem	Description	Unit of Issue	Qty (A)	Unit Price (B)	Extended Price (C = A x B)		
1	Cloud-based tracking system and Software Maintenance and Support	MONTH	60	\$	\$		
	Services						
2	Hardware:			•			
	Handheld devices	EACH	4	\$	\$		
	Cradles	EACH	1	\$	\$		
	Wireless Barcode scanners	EACH	2	\$	\$		
	Thermal Label printers	EACH	2	\$	\$		
	Signature pad	EACH	1	\$	\$		
3	Installation and Training	LOT	1	\$	\$		
	Sub-total						
	Applicable Taxes						
		Total Es	stimated C	ontract Cost	\$		

Option Period #1

ltem	Description	Unit of Issue	Qty (A)	Unit Price (B)	Extended Price (C = A x B)
1	Cloud-based tracking system and Software Maintenance and Support Services	MONTH	12	\$	\$
Applicable Taxes					\$
		Total Estim	ated Optic	on Period #1	\$

Option Period #2

Item	Description	Unit of Issue	Qty (A)	Unit Price (B)	Extended Price (C = A x B)
1	Cloud-based tracking system and Software Maintenance and Support Services	MONTH	12	\$	\$
	\$				
	\$				

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

Optional Goods and Services

ltem	Description	Unit of Issue	Qty (A)	Unit Price (B)	Extended Price (C = A x B)
1	Intelligent Automated Locker System (8 column system)	LOT	2	\$	\$
2	Hardware:				
	Handheld devices	EACH	6	\$	\$
	Cradles	EACH	2	\$	\$
	Wireless Barcode scanners	EACH	2	\$	\$
	Thermal Label printers	EACH	2	\$	\$
	Signature pad	EACH	2	\$	\$
3	Installation and Training	LOT	1	\$	\$
	\$				
	cable Taxes	\$			
	Total	Estimated Optiona	al Goods a	nd Services	\$

Evaluated Price (excluding applicable taxes)	
Initial Contract Period	\$
Option Period #1	\$
Option Period #2	\$
Optional Goods and Services	\$
Total Evaluated Price	\$

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

Refer to Attachment 1 to Part 4 – Technical Evaluation Criteria

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

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

*In the event two or more responsive bids have the same price, the responsive bid that submitted the lowest price for the total value of the cloud-based tracking system will be recommended for award of contract.

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 to PART 4 - TECHNICAL CRITERIA

Mandatory Technical Criteria

The bid must meet the mandatory functional requirements specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory functional requirements will be declared non-responsive. Bidder must complete the following table and submit it as part of their Bid.

ltem	Criteria	Details	Met	Not Met	Substantiating Detail: Page Number / Paragraph Number
General Fund	ction Mandatory	, 	<u>. </u>	•	
	Cloud based solution	The Solution must be "Off-the-Shelf" cloud- based product, meaning that each software component is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment) and currently have clients using it within their organization.			
	Server to be located in	The servers for the cloud based solution are			
	Canada	located in Canada exclusively.			
	Purchase	Equipment and software can be purchased.			
Service	System access users	The Solution must include the functionality to set and configure different types of user licenses including various permissions and rights within each type. The Solution must support simultaneous accesses for all licenses from all portals. The Solution must be scalable up and/or down to cover variances in number of users on a yearly basis. Bidder must be able to scale their service up or down rapidly in terms of users, storage or network. Bidder must be able to add the users and data to a service without requiring time to add infrastructure, and is expected to scale instantaneously or within a few hours.			
	Support and Service Desk	The Solution must include regular updates and upgrades in order to remain current with software standards and operating systems used by the Government of Canada. Implementation of system updates must be done with minimal impact on users. The solution must provide quick and easy access to support services as required. The Bidder must have a Service Desk accessible via a toll-free number, e-mail or website form, to respond to incidents and service requests, and a ticket system to track support requests.			

File No. - N° du dossier 10072467

ltem	Criteria	Details	Met	Not Met	Substantiating Detail: Page Number / Paragraph Number
		The Bidder must monitor the general performance of their service and infrastructure for failures and limits, and the Solution must be able to send an alert if a failure occurs or if a limit is exceeded. Users must receive an alert when a critical event occurs that impacts the Solution being provided (for example, outages, loss of functionality or performance issues). The Bidder must describe how support and service desk functions by providing a			
		concrete example of a previous support and service desk plan provided to a similar client to mitigate risks and allow users to receive the help needed when performing a task.			
		The Bidder must include statistics, standards and procedures in their description, including but not limited to the planned maintenance, up-time rates and procedures for incident management, contacts for urgencies and roll-back procedures to prevent business interruption.			
	Language	Available in both official languages (English and French).			
		The solution must provide the functionality to import files, and export data for reporting purposes. Upload, download and view files, in various formats MS Word, MS Excel and pdf The import process for Departmental			
	Import process	employee's and business unit information can be automated. The Bidder should confirm the import process can be uploaded automatically			
Tracking		Export data for reporting and analytics in various formats that includes MS Word, MS Excel and pdf			
Solution Functionalities	Fields	The Solution must include the functionality to customize and configure multiple fields within various forms and views.			
	Search	The Solution must include the functionality to search based on reportable fields.			
	Reports	The Solution must offer the functionality to create customized reports using various data fields and data ranges. Reports must be viewable in the system and exportable to excel.			
	Printing Labels	 The printable labels can be customized by the client with the following information: Recipient name and location Courier company Courier tracking number Sender name Date and time received 			

 $\begin{array}{l} \mbox{Solicitation No. - N^{\circ} de l'invitation} \\ 10072467 \\ \mbox{Client Ref. No. - N^{\circ} de réf. du client} \end{array}$

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

ltem	Criteria	Details	Met	Not Met	Substantiating Detail: Page Number / Paragraph Number
	E-mail notification	An automatic e-mail notification, which is customizable, can be sent when a package is received.			
		Email notification reminders can be set up automatically.			
	Registration of package received	The following information can be entered for packages received: • Tracking number • Courier company and service • Sender information including address • Receiver information, including name, office number, mail drop, phone number and e-mail address • Type of package • How many packages • Date and time are automatically entered Fields are customizable by the client. The courier barcode are automatically			
		recognized by courier company and service. Entries in the database can be deleted.			
	Registration of package delivered	Allow the delivery of package and signature capture on handheld devices.Ability to link the recipient's signature with the recipient's name.Automatically assign date and time of package delivered.			
		Allow multiple packages to be delivered for a single signature. Allow free form text field to input details			
	Registration of details for damage goods	Allow free form text field to input details related to damaged goods Allow attachments for pictures			

File No. - N° du dossier 10072467

ltem	Criteria	Details	Met	Not Met	Substantiating Detail: Page Number / Paragraph Number
	Integration with Cloud- based solution	The Cloud base solution must be fully integrated with an intelligent locker system.			
	t Usability and accessibility	The size and number of lockers must be customizable.			
		The service provider must be able to add extra columns or intelligent locker systems as required by the client.			
		It must offer the ability to deliver multiple packages with unique barcodes to one (1) intended recipient.			
		It must offer real-time locker status			
Intelligent Locker System		from a web browser It must offer the ability to choose the parcel locker box size from the receiving interface.			
		It must have the option for contactless and touchless deliveries and pick-up.			
		It must be compliant with the Accessible Canada Act for people with reduced mobility and visually impaired.			
		It must be equipped with an alternative opening system in case of power or device failure			
	Client Service Kiosk	It must have an integrated service kiosk for clients to enter their pin number, signature or for ID card swipe for package retrieval and proof of delivery in both official languages.			
	Equipment supplied by purchase	The following equipment can be supplied and maintained under a purchase agreement : • Intelligent Locker System.			
Equipment		 2 Wireless barcode scanners 4 handheld devices with 1 cradle 2 Thermal label printers 1 signature pads 			
		System training of new users can be			
Training	User training requirement	provided as required Training material is provided upon system installation and available in both French and English			

File No. - N° du dossier 10072467

Item	Criteria	Details	Met	Not Met	Substantiating Detail: Page Number / Paragraph Number			
Compliance with its legislation, regulations, acts, policies, directives, standards and guidelines								
Standard and guidelines	Web Content Accessibility	The Work must comply with the Government of Canada standards established by the Treasury Board, which include the <u>Standard</u> <u>of Web Accessibility</u> (Web Content Accessibility Guidelines (WCAG) 2.0 Level AA or higher), the <u>Standard on Web</u> <u>Usability</u> , the <u>Standard on Web</u> <u>Interoperability</u> , and the <u>Standard on</u> <u>Optimizing Websites and Applications for</u> <u>Mobile Devices</u> . Canada may ask the vendor to provide access to their product for the purpose of assessing the above standards at any moment.						
Legislation	Official languages	The Solution must be available in Canada's both official languages – English and French –and the language to be determined by each user, then set as a preferred default. The documentation and the training guides must be available (in English and French) within 10 days of the completion of the configuration.						
Security	Data Residency	The Bidder must certify that the data centers, software, Service Desk, Security Operation Centre and Network Operation Centre infrastructure and Data for the entire system reside within Canada.						
Disposal and Sanitization	The Bidder must provide its proposed approach to the disposal and sanitization of Canada's data, including: i. an action plan that will ensure Canada's data is not obtainable; ii. a plan for data disposal; iii. the process it plans to follow when the system is no longer required and is being decommissioned.	The Bidder must demonstrate that it's proposed approach to the disposal and sanitization of Canada's data meets, or effectively mitigates the risk where it does not meet, the requirements for disposal and sanitization of data and IT assets.						

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

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 Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached in Attachment 2 to Part 5 to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

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 specified 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 <u>Ineligibility and Suspension Policy</u> (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 <u>Employment and Social</u>

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

<u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 1 to PART 5 - FORMER PUBLIC SERVANT

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

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

personnel that

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

ATTACHMENT 2 to PART 5 – COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, ______ (first and last name), as the representative of

(name of business) pursuant to

_____ (insert solicitation number), warrant and certify that all

(name of business) will provide on the

resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19:
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada. immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract:

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by __ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the

_____ (name of business) has certified to their compliance with

this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature:

Date:

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials:

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Requirement

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

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

<u>2030</u> (2021-12-02), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

The following Supplemental General Conditions apply to and form part of the Contract:

<u>4003</u> (2010-08-16) Licensed Software
 <u>4004</u> (2013-04-25) Maintenance and Support Services for Licensed Software
 <u>4001</u> (2015-04-01), Hardware Purchase, Lease and Maintenance

7.3 Security Requirements

There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from 1 September 2022 to 31 August 2027.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.4.3 Delivery

Delivery of goods and services shall be in accordance with the Contract..

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Heather Adams Supply Specialist, Departmental Acquisitions Services Acquisitions Program Public Works and Government Services Canada L'Esplanade Laurier, 300 Laurier Avenue, West Tower Ottawa, ON K1A 0R5 Telephone: (873) 354-7284 Email: <u>Heather.Adams@tpsgc-pwgsc.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.

7.5.2 **Project Authority**

The Project Authority for the Contract is:

Name:	
Title:	
Organization	l <i>:</i>
Address:	
Telephone:	
E-mail:	

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

7.5.3 Contractor's Representative

Contact Name:
Telephone:
E-mail :

File No. - N° du dossier 10072467

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

7.7 Basis of Payment

7.7.1 **Software as a Service:** For the provision of Software as a Service, the Contractor shall be paid, the monthly fees, as detailed in Annex "B" Basis of Payment.

Estimated Amount: \$ HST extra

7.7.2 **Hardware:** For the provision of Hardware, the Contractor shall be paid, the firm prices as detailed in Annex "B" Basis of Payment,

Estimated Amount: \$ HST extra

7.7.3 **Installation, Deployment and Training:** For the provision of Installation, Deployment and Training, the Contractor shall be paid, the firm prices as detailed in Annex "B" Basis of Payment,

Estimated Amount: \$ HST extra

7.7.4 **Software and Hardware Maintenance and Support Services:** For the provision of Software and Hardware Maintenance and Support Services, the Contractor shall be paid, the firm prices as detailed in Annex "B" Basis of Payment,

Estimated Amount:	\$	HST extra
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TOTAL ESTIMATED CONTRACT VALUE \$ HST extra

7.8 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 address shown on page 1 of the Contract for certification and payment; and
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9 Certifications and Additional Information

7.9.1 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.

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

7.10 Applicable Laws

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

7.11 **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;
- (b) the supplemental general conditions: <u>4003</u> (2010-08-16) Licensed Software <u>4004</u> (2013-04-25) Maintenance and Support Services for Licensed Software <u>4001</u> (2015-04-01), Hardware Purchase, Lease and Maintenance
- (c) the general conditions 2030 (2021-12-02), General Conditions Higher Complexity Goods
- (d) Annex "A", Statement of Requirement;
- (e) Annex "B", Basis of Payment; and
- (f) the Contractor's bid dated _____.

7.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance - No Specific Requirement

7.13 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.14 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

7.15 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

7.16 Dispute Resolution

(a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

ANNEX "A" – STATEMENT OF REQUIREMENT

1. Title

Cloud Tracking Solution and Intelligent Automated Locker System for Public Services and Procurement Canada (PSPC) within the National Capital Region.

2. Objective

Ensuring effective tracking of mail and parcels for PSPC's organizations located in the National Capital Region (NCR) in an efficient and cost-effective manner. This state-of-the-art mail tracking technology will optimize mail service delivery by reducing delivery time and simplifying the management of inbound and outbound parcels

PSPC Mail Services is seeking to align its business model with the modern <u>activity-based workplace</u> environment. The target business model will be self-service mail pick up and drop off. All couriered mail and parcels items will need to be logged, an automated email notification will be sent to the business unit or client to pick up the item at the assigned Intelligent Automated Locker.

The real-time features this system will offer include delivery notifications, real time tracking of packages and proof of signature, which will provide an improved user experience for PSPC clients. The intelligent locker systems will be strategically positioned to ensure buy-in from our clients which will mitigate the risk of backlogs of accumulated mail and parcels.

This system aligns with current departmental public health and safety protocols by minimizing contacts between the mail room staff and other employees. This system will also allow for contactless deliveries and will significantly reduce the need for mail deliveries to offices on floors. (Exceptions; oversize or overweight packages, urgent mail, etc.)

3. Background

The current SendSuite mail tracking system is a web-based system located at Place du Portage (PDP) which resided on Shared Services Canada (SSC's) servers . PSPC is seeking to reduce costs by transitioning to a Cloud base tracking system.

The Cloud repository software and tracking system implementation is scheduled for Fiscal Year 2022-2023 for PDP III.

The implementation phase of the smart lockers system will commence once the WRI construction project is completed and the location is officially determined.

This is an opportunity to seek a single Cloud platform and central repository to track data related to all incoming mail items and parcels at several locations; PDP main complex mail room and other facilities at a cost-effective price. This system is required to be compatible and fully integrated with an Intelligent Automated Locker system.

4. Requirements

PSPC's requirements for a cloud-based solution for tracking couriered mail received and distributed:

4.1 Cloud-based Solution:

- 4.1.1 The solution must align with the Government of Canada Cloud Adoption Strategy, PSPC is looking to adopt a cloud first strategy wherever possible. The solution must be cloud-based, secured hosted Software as a Service (SaaS). Servers must reside in Canada exclusively. The cloud-based solution must have the functionality of integration with robust and configurable Intelligent Automated Lockers combined with an electronic access kiosk.
- 4.1.2 The cloud-based solution must allow PSPC to:
 - 4.1.2.1 track and register all received and delivered couriered items with one system for all of PSPC's locations;
 - 4.1.2.2 maintain email routing information;
 - 4.1.2.3 send notification of couriered mail receipt;
 - 4.1.2.4 record confirmation of delivery; and
 - 4.1.2.5 report on couriered mail received and delivered.
- 4.1.3 The cloud-based solution must be easily configurable as required by PSPC; Data fields, the web interface, the labels, the email notifications and email rules, lists and reports.
- 4.1.4 The cloud-based solution must provide the ability to quickly update PSPC employees' information using the Departmental Directory Services (DDS) and import it automatically into the system database.
- 4.1.5 The cloud-based solution integration with proper vendor's equipment is required. This includes the label printers, handheld devices, signature pads and barcode readers and Intelligent Automated Lockers.
- 4.1.6 The work must comply with the Government of Canada standards established by the Treasury Board, which include the <u>Standard of Web Accessibility</u> (Web Content Accessibility Guidelines (WCAG) 2.0 Level AA or higher), the <u>Standard on Web Usability</u>, the <u>Standard on Web Interoperability</u>, and the <u>Standard on Optimizing Websites and Applications for Mobile Devices</u>. Canada may ask the vendor to provide access to their product for the purpose of assessing the above standards at any moment prior to or after purchase.
- 4.1.7 The solution must be available in both Canada's official languages English and French. Language options included for, but not limited to: system, tools, applications, documentation and training, and provide users with the ability to set a preferred default language for their use and toggle between the French and English version. It must support display, search and capture of the ISO 8859-1 character set (specifically Canadian French characters) and support a Canadian bilingual keyboard.
- 4.1.8 The cloud-based solution application training, aids and support must be available in both official languages as required (English and French).

4.2 Inbound Cloud-based tracking solution:

- 4.2.1 Have the ability to capture the tracking number by scanning barcode of incoming couriers with automatic courier recognition.
- 4.2.2 Allow registration of multiple tracking numbers for one shipment entry.
- 4.2.3 Have the ability to capture the following information about the package received:

- 4.2.3.1 Tracking number;
- 4.2.3.2 Courier company and type of service; and
- 4.2.3.3 Company/organization/sender's name and complete address.
- 4.2.4 Allow saving and call up previously entered addresses and employee information.
- 4.2.5 Allow to capture the receiver's information: employee's name, mail drop, phone number and email address.
- 4.2.6 Allow the entry of package type.
- 4.2.7 Register the date and time entered in the system.
- 4.2.8 Have the ability to print a label containing the following information:
 - 4.2.8.1 Employee Name, Phone number and Mail drop;
 - 4.2.8.2 Unique barcode generated by system;
 - 4.2.8.3 Tracking number supplied by the courier company;
 - 4.2.8.4 Courier company name;
 - 4.2.8.5 Sender's name; and
 - 4.2.8.6 Date and time received.
- 4.2.9 Have the capability to send out automatic email notification.
- 4.2.10 Have the functionality of sending email to employees or business units.
- 4.2.11 Allow searching and retrieving information from start-to-finish chain of custody.
- 4.2.12 Allow reprinting label and resend notification.
- 4.2.13 Allow recording damaged goods and capture pictures.
- 4.2.14 Have the ability to scan the label affixed to the package, or the unique tracking barcode provided by system.
- 4.2.15 Allow delivering packages on a handheld device.
- 4.2.16 Allow capturing signatures from handheld devices and Intelligent Automated Lockers.
- 4.2.17 Allow multiple packages scan per signature.
- 4.2.18 Track date and time delivered.
- 4.2.19 Allow to search and retrieve delivery information.
- 4.2.20 Allow for Remote Access.
- 4.2.21 Allow the information on the handheld device to synchronize with the database.
- 4.2.22 Allow creating customizable reports with various fields from receiving and delivery.
- 4.2.23 Allow removing entries when required.
- 4.2.24 Allow producing delivery manifests to include recipient name, department, mail route, building, floor and mail stop data with the capacity to sort data according to specific requirements.

- 4.2.25 Allow multiple fields reporting:
 - 4.2.25.1 **Sender:** Name of senders, company, barcode courier tracking numbers with wedge scanners or have the option to manually enter it (system is to provide a generic tracking number when not available from the sender).
 - 4.2.25.2 **Details:** Number of pieces and types: envelopes, boxes, packages, etc. The system must also be able to register deliveries that have multiple pieces.
 - 4.2.25.3 Receiver: Department (multiple departments), name of receiver, location.
 - 4.2.25.4 **Service requirement :** regular or urgent delivery and if there are any special delivery instructions.
- 4.2.26 Allow producing multiple reports including the following reports:
 - 4.2.26.1 Proof of delivery for both external mail and internal delivery– single delivery data with captured name, signature, date and time, and identification of delivery person (messenger for external mail).
 - 4.2.26.2 Daily / monthly reports by department, by service requirements.
 - 4.2.26.3 Outstanding deliveries any items that have not been confirmed 'delivered'.
- 4.2.27 Allow an automated process to capture the PSPC employee's name, addresses currently available via DDS into the database via an import process.

4.3 Intelligent Automated Locker System:

- 4.3.1 Must be fully integrated and compatible with the Cloud-based Tracking solution.
- 4.3.2 Have the option for contactless and touchless delivery and pick-up.
- 4.3.3 Offer a completely bilingual interface for users (English and French).
- 4.3.4 Offer the ability to deliver multiple packages to one (1) intended recipient with unique barcodes.
- 4.3.5 Offer real-time locker status from a web browser.
- 4.3.6 Offer the ability to choose the parcel locker box size from the receiving interface.
- 4.3.7 Offer customizable locker size.
- 4.3.8 Must be compliant with the Accessible Canada Act for people with reduced mobility and visually impaired.
- 4.3.9 Must be equipped with an alternative opening system in case of power or device failure.

5. Technical Requirements and PSPC Environment

- 5.1 The cloud-based solution must be compatible with Windows10.
- 5.2 The cloud-based solution must be compatible with Microsoft Outlook 2013 and above.

- 5.3 The cloud-based solution must be compatible with multiple browsers; Internet Explorer, Microsoft Edge, Firefox and Chrome.
- 5.4 Using PSPC Departmental Directory Service (DDS) file and import automatically.
- 5.5 Several data fields from DDS must be uploaded via an automated process for users to search employee or business unit (generic email accounts), addresses and mail stops.
- 5.6 The cloud-based solution must include functionality of sending a bilingual email notification to the recipient informing them that a package has been received.
- 5.7 Number of anticipated users is estimated at *10* users. Administrator role and regular user role.
- 5.8 Allow enough memory space to store data for the duration of the contract.
- 5.9 Handheld devices used to obtain acknowledgment of receipt and signature must be provided with a user interface of either both English and French or Bilingual format.
- 5.10 The cloud-based solution handheld devices synchronization must be:

Ethernet Synchronization: Ethernet cradle has a dedicated Ethernet port Wireless Synchronization: Connect to a CLIENTS' existing wireless infrastructure.

6. Hardware

- 6.1 Handheld devices (4)
- 6.2 Cradle (1) (to accommodate 4 Handheld devices)
- 6.3 Barcode scanners (2)
- 6.4 Label printers (2)
- 6.5 Signature pad (1)
- 6.6 Intelligent Automated Locker System (8 column system)

7. Tasks and Deliverables

The Contractor must perform the following tasks:

- 7.1 The Contractor's proposed resources must attend a kick-off meeting with the Technical Authority.
- 7.2 Provide an implementation plan which takes into account transition from the current system to the new system.
- 7.3 Provide guides and training material on the usage of the new tracking and Intelligent Automated Locker system.
- 7.4 Provide training to mailroom staff.
- 7.5 Install a fully functioning tracking and Intelligent Automated Locker system free of technical issues.
- 7.6 Provide ongoing maintenance, application updates and support.

CCC No./N° CCC - FMS No./N° VME

8. Deliverables Format, Meeting and Reporting Requirements

The Contractor must produce the following deliverables:

No.	Deliverable	Content	Format	Due Date
8.1	Kick-off Meeting		MS Teams	Within 1 week of contract award
8.2	Work Plan	Tasks, deliverables, resource assignment, and schedule.	MS Word	Within 2 weeks of kick-off meeting
8.3	Test environment	PSPC employee must have access to a subset of our data as a pilot for User Acceptance Testing (UAT) before the cloud-based solution is implemented.	UAT Tracking system	Within 1 month of contract award
8.4	Fully functional system	Fully functional mail tracking system free of technical issues. Required hardware as indicated in Section 6 with options to purchase additional items at any time as required. The system implementation must first be approved by PSPC Technical Authority.	Tracking system	Within 2 months of contract award
8.5	Training Manual	Documented maintenance guide and training material for the mail tracking system and its equipment	MS Word	Within 1 month of contract award
8.6	Intelligent Locker System	Option to purchase an Intelligent Locker system for Place du Portage. Specifications as above. Specifications: 8 columns with adjustable locker dimensions – Original Set-up of approximately 80 boxes of varying dimensions (50 Small / 20 Medium / 10 Large)	Intelligent Locker System	Installation within 2 months of client request
		Option to purchase an Intelligent Automated Locker system for other locations. Specifications as above.	Intelligent Locker System	Installation within 2 months of client request
8.7	PSPC employee training	PSPC mail employees must have received training on the new Intelligent Locker System	In person	Before system implementation

All document based deliverables must be submitted in draft form at least two (2) days before the delivery date identified in the Work Plan to allow input by the PSPC Technical Authority. All documents can be submitted in MS Word and system manuals can be provided in any format such as PDF. The Contractor may be required to submit revised drafts with required changes. Deliverables will only be considered final upon written confirmation by the PSPC Technical Authority.

Urgent Meetings: The Technical Authority may call a meeting at any time to resolve urgent matter, and/or resolve any issues or concerns. These meetings can be by teleconference or on premises within the National Capital Region.

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

9. Quality Control:

9.1 All services rendered by the Contractor under the contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the contract. If the Contractor must correct or replace the work or any part of the work, it will be at no cost to The Government of Canada. The Contractor must have a Quality Assurance Program, which, as a minimum, the quality assurance procedures, inspections and controls generally used must be recognized by the industry to ensure the degree of quality required by the contract.

10. Official Languages

All printed deliverables shall be completed in English. Translation of documentation will be coordinated by the Technical Authority.

11. Public Services and Procurement Canada Support

As required to perform the contract work and at the discretion of the PSPC Technical Authority, PSPC will endeavour to provide the Contractor's resources with:

- i. Relevant internal documentation,
- ii. Office space when on site at PSPC's facilities in Gatineau and Ottawa (*if other arrangements are necessary, they will be made by the* PSPC Technical Authority),
- iii. Scheduled access to departmental stakeholders, and
- iv. Provisions of timely review, feedback on and approval of deliverables (*approximately 5 business days unless otherwise specified*).

12. Location of Work

The work will be performed on the Contractor's place of business. Contractor personnel requiring casual access to the Client site do not require a security clearance but will be required to be escorted at all times.

Buyer ID - Id de l'acheteur

File No. - N° du dossier 10072467

CCC No./N° CCC - FMS No./N° VME

ANNEX "B" – BASIS OF PAYMENT

Insert the basis of payment from the bid submitted

CCC No./N° CCC - FMS No./N° VME

ANNEX "C" – SOFTWARE LICENSE

1.0 Licensed Software

- 1.1 For clarity, but without restricting any other term or condition of this Contract, the Licensed Software includes the following Licensed Programs:
 - a. ______

and, includes any other software, including firmware, not specifically listed above but which is necessary for the proper functioning of the Licensed Programs on the applicable computer system(s).

2.0 Supplemental General Conditions for Licensed Software

2.1 The Licensed Software is licensed in accordance with Supplemental General Conditions 4003, (2010-08-16) Licensed Software, as amplified and/or modified by the terms and conditions of this Contract.

3.0 License Grant

- 3.1 The licensee of the Licensed Software provided under this Contract is Canada.
- 3.2 The Client is Public Services and Procurement Canada (PSPC).
- 3.3 "User" is a term used in this license as defined in the Supplemental General Conditions 4003.
- 3.4 The Contractor grants to Canada, a single, non-exclusive, irrevocable, Entity Licenses, for the Client to use and reproduced the Licensed Software in accordance with this Contract, during the Contract Period and any extension thereof.
- **3.5** The license cannot be restricted or revised in any way by the Contractor providing any form of notice to the contrary.

4.0 Terms of Use

- 4.1 This license is an Entity License, as specified in Supplemental General Conditions, 4003, (2010-08-16) and includes the right for Canada to install, copy, deploy, test, and use the Licensed Software, which includes the rights:
 - a. For an unlimited number of Users and the Client to use the Licensed Software;
 - b. To use the Licensed Software to create or process an unlimited number of documents, transactions and data;
 - c. To use the Licensed Software at any and all of the Contractor (or a sub-contractor) sites and computer systems as may be required to fulfill the requirement under this Contract for the Contractor to host the Licensed Software;

10072467

- d. To install and use the Licensed Software at any and all locations as may be required to meet the Client's needs from time to time, including off-site workplaces or work environments "in the field";
- e. To install and use the Licensed Software in home work environments; provided, however, that the Licensed Software used in home work environments is only used for the Client's business purposes;
- f. To install and use the Licensed Software on all computer systems owned, leased, or operated by the Client at the date of the Contract and any new computer systems acquired, leased or operated by the Client after the date of the Contract.
- g. To use the Licensed Software on as many server(s) or processor(s) as the Client chooses from time to time.
- h. To use the Licensed Software in conjunction with any number of computing Devices; a "Device" is any hardware or computer of any kind upon which software can be installed, deployed or used.
- i. To continue to use the Licensed Software notwithstanding any changes made to the Client's operating environment from time to time; changes to the Client's operating environment may include, but are not limited to, changes to the Client's operating system(s), applications, hardware, peripherals and devices; provided, however, that the Contractor is not required to deliver a new or different version of the Licensed Software to enable the Client to continue to use the Licensed Software in a different environment than the one(s) described in the Statement of Work (unless obliged to do so as part of the warranty or maintenance of the Licensed Software).
- j. For Licensed Software being run on the Contractor's or sub-contractor's site, to continue to use the Licensed Software notwithstanding any changes made by the Contractor or sub-contractor to their operating environment from time to time; changes to the Contractor's or sub-contractor's operating environment may include, but are not limited to, changes to the Client's operating system(s), applications, servers, hardware, peripherals and devices.
- k. To access the Licensed Software by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that Users and Patrons have "universal access rights" (i.e., a right to access the Licensed Software by any means from any location as may become possible from time to time), whether theirs means of access is secure, wireless, mobile or by such other means as may become available from time to time.
- I. To use the Licenses Software regardless of the operating systems, software applications and Application Programming Interface(s) (API) the Client may be using from time to time; provided, however, that Canada acknowledges that the Contractor is not granting any license rights to software other than the Licensed Software.
- m. To obtain the Licensed Software from the Contractor on Canada's choice(s) of the media on which the Contractor makes the Licensed Software available to customers (including

10072467

DVD-ROM, internet download, diskette, and such other media upon which the Contractor may distribute the Licensed Software from time to time).

- n. To create an unlimited number of copies of the Licensed Programs for backup or archival purposes.
- o. To create an unlimited number of copies of the Licensed Documentation for Canada's use.
- p. To use English and French versions of the Licensed Software (if available, these shall be the "Canadian English" and "Canadian French" versions).

All without affecting the pricing contained in this Contract and without requiring Canada to obtain additional licenses or accept amended license terms for the Licensed Software.

4.2 This Contract contains the entire agreement between Canada and the Contractor in respect of Canada's right to use the Licensed Software.

5.0 Canada's Date

5.1 All data created or owned by Canada shall remain the property of Canada, regardless of which such data is created using the Licensed Software, is processed using the Licensed Software or is stored using the Licensed Software. Should Canada wish, in future, to transfer its data to another system, the Contractor shall provide the extracted data in industry-standard formats at no charge to Canada. Upon completion or termination of the Contract, the Contractor must delete all remaining data belonging to Canada from the Contractor's systems.

6.0 Reorganization of Client

6.1 The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restricting of the Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, and its dissolution, where that dissolution is followed by the creation of another entity or entities with similar mandates to the original Client.

7.0 Warranty

7.1 Notwithstanding article 15 – Warranty of 4003, the Contractor's warranty will commence on the initial delivery and acceptance of the Licensed Software and will conclude one (1) year later.