

CANADIAN HERITAGE**REQUEST FOR PROPOSALS**

REQUEST NUMBER: 10211311

TITLE OF PROJECT: Warehousing, receiving and distribution services for the Department of Canadian Heritage

REQUEST DATE: October 5, 2022

CLOSING DATE AND TIME: November 30, 2022, at 2:00 p.m., EDT

ADDRESS ALL ENQUIRIES: Nicole Sabourin
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
E-mail: contrats-contracting@pch.gc.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The services are to be performed during the period commencing on date of contract award until November 30, 2024, with the possibility of extending by up to three (3) additional one-year option periods as detailed in the Statement of Work.

If you are interested in undertaking this project, submit your bid by 2 p.m. EDT: November 30, 2022 by using the following accepted submission method:

IMPORTANT: Submission via e-mail

Please, note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail. Proposals transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Bidder to assure that their complete e-mail offer be delivered to PCH by the specified date and time. Indicate the title of the Request for Proposal (RFP) in the e-mail object, the e-mail address is the following:

Contrats/Contracting (PCH)
contrats-contracting@pch.gc.ca
RFP : 10211311
Attention : Nicole Sabourin

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable, but they must be referenced to each other. Proposals that arrive after the specified date and time will not be accepted. Bidders are encouraged to keep a confirmation that the e-mail was sent and delivered.

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

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PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The requirement is detailed under Annex "A" of the resulting contract clauses.

1.2 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.

1.3 Other Information

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 award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail at contrats-contracting@pch.gc.ca. Proposals transmitted by facsimile or mail to PCH will not be accepted.

2.2.1 Submission via e-mail

Proposals must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFP.

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

2.3.1 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:

- i. an individual;
- ii. an individual who has incorporated;
- iii. a partnership made of former public servants; or
- iv. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- i. name of former public servant;
- ii. conditions of the lump sum payment incentive;
- iii. date of termination of employment;
- iv. amount of lump sum payment;
- v. rate of pay on which lump sum payment is based;
- vi. period of lump sum payment including start date, end date and number of weeks;
- vii. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) business 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

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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Please note that because of the present circumstances associated with the COVID-19 virus, PCH will exceptionally only accept proposals by e-mail at contrats-contracting@pch.gc.ca. Proposals transmitted by facsimile or mail to PCH will **not** be accepted.

3.1.1 Submission via e-mail

IMPORTANT: The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or more. It is the responsibility of the Bidder to assure that their complete e-mail proposal be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Proposals that arrive after the specified date and time will not be accepted.

The Offer must be gathered per section and separated as follows:

- Section I: Technical Proposal
- Section II: Financial Proposal
- Section III: Certifications
- Section IV: Additional Information

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "C", Basis of Payment.

Section III: Certifications

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

Section IV: Additional Information

Bidders must submit Annex "D", Offer of Services, duly completed and attached to the Bid.

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 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

A Bid must meet all the requirements of the solicitation and must meet all the mandatory technical criteria to be declared responsive.

MANDATORY TECHNICAL CRITERIA			
Number	Description	Met	Not met
M1	<p>EXPERIENCE</p> <p>The Bidder must demonstrate a minimum of five (5) years of experience in the provision of ALL of the following services:</p> <ul style="list-style-type: none"> a) Warehousing b) Picking and packaging c) Delivery d) Crating e) Ground transport <p>The Bidder must demonstrate and describe its business experience with warehousing projects that they have worked on.</p>		
M2	<p>STORAGE SPACE</p> <p>The Bidder must demonstrate that the warehouse(s) used in this contract provide at least 12,000 cubic feet of space to store publications and promotional material in a clean, controlled environment (with temperature and humidity control mechanisms in place [maximum humidity 40%]).</p> <p>The Bidder must provide a detailed description of how the aforementioned requirement would be met. This includes the full address(es) of the warehouse(s) that will be used in this contract and the number of cubic feet available per address.</p> <p>Note: Canadian Heritage reserves the right to inspect the warehouse(s) prior to awarding the contract.</p>		

M3	EQUIPMENT The Bidder must demonstrate that it has all of the necessary equipment on site to meet all of the types of requirements stipulated in the Statement of Work (Annex A, 5.2); <ul style="list-style-type: none"> • forklifts; • pallets/platforms (4 ft x 4 ft x 4 in); • automatic or semiautomatic stretch wrap machine; • mailing machine with postage meter. 		
M4	FIRE PROTECTION The Bidder must demonstrate that the warehouse premises are protected by a sprinkler system and appropriate fire extinguishing equipment.		
M5	LOCATION The Bidder must demonstrate that the warehouse(s) are located no more than 50 km (overland) from 15 Eddy Street, Gatineau, Quebec, K1A 0M5. Full address(es) must be provided.		
M6	URGENT DELIVERIES The Bidder must demonstrate that it is able to make urgent deliveries to Ottawa or Gatineau within four (4) hours of the request, and elsewhere in Canada within 24 hours.		
M7	COMPUTERIZED INVENTORY The Bidder must demonstrate that it can provide Canadian Heritage (PCH) real-time access to data in computerized inventories on the Web or another platform accessible 24 hours a day, 7 days a week, including at least ALL of the following information: <ul style="list-style-type: none"> - Volume of storage in cubic feet per item for all items; - Production of various levels of inventory, such as: number of boxes, number of pallets and total number per item, shipping/processing (incoming and outgoing items) - Production of the required weekly reports, even in the absence of inventory movement; and - Storage-related costs. 		

4.1.1.2 Point Rated Technical Criteria

Bids that meet all mandatory technical criteria will be evaluated and rated as specified in the tables below.

RATED TECHNICAL CRITERIA			
Number	Description	Score	Comments
R1	<p>BIDDER'S STORAGE SPACE</p> <p>A maximum of ten (10) points will be awarded as follows:</p> <ul style="list-style-type: none"> • One (1) single location to meet all storage needs (approximately 12,000 cubic feet) = 10 points; • Two (2) locations to meet all storage needs (approximately 12,000 cubic feet) = 5 points; • Three (3) or more locations to meet all storage needs (approximately 12,000 cubic feet) = 0 points. 	<p>10 points</p> <p>(minimum 5 points)</p>	
R2	<p>INVENTORY DATABASE</p> <p>A maximum of fifteen (15) points will be awarded as follows:</p> <ul style="list-style-type: none"> • The Bidder has provided a report from a computerized inventory database* = 15 points; • The Bidder has provided a report from a manual and computerized inventory database ** = 5 points; • The Bidder has not provided a report = 0 points. <p>Definitions</p> <p>*Automated may be defined as the technique, method or system used for the automatic operation or control of an electronic process or device to reduce human intervention insofar as possible. In other words, computers, inventory programs, etc. are required.</p> <p>**Manual may be defined as a task done by hand rather than with an electronic device (e.g., entering data manually into a ledger).</p>	<p>15 points</p> <p>(minimum 5 points)</p>	

R3	INVENTORY REPORT The Bidder should demonstrate the capacity to use a computerized system (automated or manual) for monitoring, reporting and taking inventory. To this end, the Bidder should provide three examples of inventory reports covering a minimum period of three (3) months, and produced in the past three (3) years. The reports should contain the information below and for which fifteen (15) points will be awarded as follows: <ul style="list-style-type: none"> • Names of items stored = 3 points • Total number of units stored by item = 3 points • Number of pallets = 3 points • Area used by item and for all items = 3 points • Item entry and deletion = 3 points 	15 points (minimum 12 points)	
TOTAL	Minimum total score = 22 points (55%)	/40 points	

4.2 Basis of Selection

Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation; and
 - b) meet all mandatory evaluation criteria; and
 - c) obtain the required minimum points for the technical evaluation criteria R1, R2 and R3;
 - d) obtain the minimum number of 22 points required for all rated technical evaluation criteria.
The rating scale has 40 points.
2. Bids not meeting (a), (b), (c) and (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		25/40	30/40	38/40
Bid Evaluated Price		\$65,000.00	\$72,000.00	\$75,000.00
Calculations	Technical Merit Score	$25/40 \times 70 = 43.8$	$30/40 \times 70 = 52.5$	$38/40 \times 70 = 66.5$
	Pricing Score	$65/65 \times 30 = 30$	$65/72 \times 30 = 27$	$65/75 \times 30 = 26$
Combined Rating		73.8	79.5	92.5
Overall Rating		3rd	2nd	1st

4.3 Internal Approval

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. (*to be provided at Contract award*)

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from the date of Contract award to November 30, 2024, inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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.

Canada may exercise this option at any time by sending a written notice to the Contractor 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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nicole Sabourin
Procurement and Contracts Specialist
Canadian Heritage (PCH)
Contracting and Materiel Management Directorate
15 Eddy Street, 9th Floor (15-9-G)
Gatineau, QC K1A 0M5
Telephone: 819-271-7204
Email: contrast-contracting@pch.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(will be identified at Contract award)*

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

6.5.3 Technical Authority

The Technical Authority for this Contract is: *(will be identified at Contract award)*

The Technical Authority is the representative of the department 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. The Technical Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

(will be identified at Contract award)

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex "C", to a limitation of expenditure of \$_____ *(will be identified at contract award)*. Customs duties are included, and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ *(will be identified at contract award)*. Customs duties are included, and Applicable Taxes are extra.

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

Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

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

6.7.3 Method of Payment – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);

6.8 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.

An electronic copy must be sent to the project authority identified under article 6.5.2 of the contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2022-01-28), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex C, Basis of Payment;
- (e) Annex E, Commercial General Liability Insurance; and
- (f) the Contractor's bid dated _____ (*will be identified at Contract award*).

6.12 Official Languages

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

6.13 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable. It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers. It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers. It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

6.14 Dispute Resolution

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 boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

6.15 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 boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the Procurement Ombudsman Regulations or visit the OPO website.

6.16 Insurance – Specific Requirements

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

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

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

ANNEX "A"

STATEMENT OF WORK

1. Project Title

Warehousing, receiving and distribution services for the Department of Canadian Heritage (PCH), State Ceremonial and Protocol Directorate's promotional items.

2. Background

Canadian Heritage is responsible for providing members of Parliament and senators, lieutenant-governors and territorial commissioners with supplies of Canadian flags, lapel pins and other items for the promotion of Canadian symbols, as well as the distribution of promotional materials for special events to head office and regional offices across Canada.

3. Objectives

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

4. Description of work

The Contractor must provide warehousing and distribution services "as and when requested basis" as follows:

- 4.1 Receive, inspect (ensure proper shipping standards), record, store, pack and ship material, such as promotional items (Canadian flags, pins, miscellaneous items for promotion of Canadian symbols), as well as distribute promotional materials for special events to the National Capital Region (NCR) and/or PCH regional offices across Canada as well as to members of Parliament and senators, lieutenant-governors and territorial commissioners.
- 4.2 Receive, pick and pack, address and ship materials via postal and courier services and have the capacity to weigh boxes, and shrink-wrap and palletize materials. Packaging must comply with all postal requirements.
- 4.3 Include a packing slip with all deliveries. The packing slip should include the shipment number, bar code and serial number.
- 4.4 Have a computerized system to maintain/manage the inventory and produce statistical and distribution reports and services. The system must have the capacity to track packages/boxes distributed to each distribution address and should be equipped with software to allow access to PCH employees. The report must be exportable to Excel.
- 4.5 Provide standard paper shredding and recycling services "as and when requested basis".
- 4.6 Follow up on the receipt of all goods by:
 - Sending a sample to the designated contact within 24 hours for quality control purposes; and
 - Sending an email to the designated contact advising them of receipt of the goods and the number of items received within 24 hours for the purposes of supplier payment.

5. Contractor responsibilities

- 5.1 Provide a secure storage facility for promotional material and publications in a central location, with the possibility of expansion. Sufficient space must be available so that the inventory can be easily accessed at all times without advance notice.
- 5.2 The Contractor agrees to have, operate and maintain, but not be limited to, the following warehouse equipment and handling aids and to maintain all equipment in good operating condition over the period of the contract and optional periods:
- i) a powered forklift capable of reaching the highest location in the warehouse;
 - ii) a powered forklift or "docker" for use in loading and unloading, capable of transporting palletized material in and out of transport vans and stacking pallets;
 - iii) sufficient pallets, as required, to store Canadian Heritage's material while in the Contractor's warehouse;
 - iv) an automatic or semiautomatic stretch wrap machine to "unitize" all pallet loads prior to shipping;
 - v) sufficient area for packing and shipping large quantities; and
 - vi) mailing machine with postage meter.
- 5.3 Provide online (internal website) access to PCH's files in real-time on a 24-hour, 7 days a week basis with a "single window" solution for the management of inventory stored at the Contractor's facilities. This software must provide real-time warehousing, inventory control and management, order fulfillment and inventory reporting. The Contractor must have an adequate inventory control software database to manage the inventory, statistical reports and distribution services. Canadian Heritage requires online access to:
- i) order material online;
 - ii) monitor and manage volume and anticipated reprint requirements;
 - iii) view/analyze records of inventory for inquiries and tracking; and
 - iv) manage retention and purge of records (subject to PCH approval).
- 5.4 The warehouse facilities must be humidity- and temperature-controlled to the extent that paper and textile products will not be damaged while in storage (maximum 40% humidity level).
- 5.5 The warehouse premises must be protected by a sprinkler system, proper fire extinguishing equipment, and be equipped with an alarm system for 24-hour security, monitored by a security service company. Standard lighting is required throughout the entire area during operating hours or when workers are on site.
- 5.6 The Contractor agrees to follow good warehousing practices, e.g., neat stacks away from the wall, active warehousing, good housecleaning program, rodent and pest control program and good lighting.
- 5.7 The warehouse facility must be located within 50 km (overland) of 15 Eddy Street, Gatineau, Quebec, K1A 0M5 (Canadian Heritage National Headquarters).
- 5.8 Provide regular distribution/delivery to Ottawa-Gatineau within three working days of receipt of the request and five working days for delivery outside the NCR. For urgent requests, delivery to Ottawa/Gatineau must be provided within four hours and within 24 hours in major Canadian cities located outside the NCR.
- 5.9 PCH expects the Contractor to cover working hours associated with program operations as follows: from 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive, except statutory holidays. Arrangements

for the provision of services outside regular working hours and on statutory holidays (e.g., to accommodate a national timetable, weekends) may be made by mutual agreement of the parties.

- 5.10 The Contractor must have the facilities required for email communications.
- 5.11 The Contractor must assign a lead contact to work closely with Canadian Heritage's Technical Authority on day-to-day requirements at the warehouse facility.
- 5.12 The Contractor agrees to notify the Technical Authority of any change in warehouse location at least 60 days in advance of any proposed change. Relocation of facilities must be approved in advance by the Project Authority and remain within 50 km (overland) of Canadian Heritage Headquarters.
- 5.13 The Contractor must ensure that existing warehouse numbers (approximately 60 types of products) are part of the data entered into the new inventory control system to maintain consistency.
- 5.14 The Contractor must provide an initial move plan within five (5) days after awarding of the contract within the projected costs/estimate (see Annex B), including pick-up and delivery of inventory and all related activities.
- 5.15 Ensure that unauthorized parties cannot access PCH inventory.
- 5.16 If applicable, provide training on inventory control software to PCH-designated employees.
- 5.17 The Technical Authority must be allowed access to the warehouse for the purpose of inspecting their material. Visits will be by appointment and must be during normal working hours. Any necessary labour by the Contractor to make material accessible by lowering it from upper storage levels will be charged at the specified hourly rate. The Contractor will provide parking to PCH-designated employees at no cost.
- 5.18 The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its sole discretion, extend the Contract by a period of sixty (60) calendar days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the rates of the last option exercised. The extension will be evidenced through a contract amendment solely for administrative purposes.

6. Responsibilities of PCH

- 6.1 Provide the Contractor with instructions on the services to be provided (i.e., give the Contractor the contact information for the person who will be checking the samples as well as for the person responsible for the Department's inventory and supplier payment.
- 6.2 Advise the Contractor of meetings that they must attend.
- 6.3 Provide comments on reports prepared by the Contractor.
- 6.4 Provide a list of personnel authorized to inspect PCH material at the Contractor's warehouse.
- 6.5 Inform the Contractor as soon as possible of any urgent requirements that could require overtime and extra resources.
- 6.6 Authorize the release and distribution of material.

APPENDIX B
SCENARIO FOR EVALUATION PURPOSES

(Not to be completed by Bidder)

The following quantities represent average monthly estimates for financial evaluation purposes only. The estimated level of services is only an approximation of requirements given in good faith, and does not represent a commitment on the part of Canada.

Price for financial evaluation purposes = estimated total monthly cost for a period of five (5) years + all-inclusive cost of initial 12,000 cu ft move

SERVICES	Monthly estimate (for evaluation purposes only)	RATES Year One (December 1, 2022 to November 30, 2023)	RATES Year Two (December 1, 2023 to November 30, 2024)	RATES Option 1 (December 1, 2024 to November 30, 2025)	RATES Option 2 (December 1, 2025 to November 30, 2026)	RATES Option 3 (December 1, 2026 to November 30, 2027)
1. STORAGE SPACE All inclusive, including production of reports	12,000 cubic feet	\$____/(cubic foot/month)	\$____/(cubic foot/month)	\$____/(cubic foot/month)	\$____/(cubic foot/month)	\$____/(cubic foot/month)
2. WAREHOUSING Receiving, inspecting (ensuring proper shipping standards), registration (including unpacking), preparing and sending orders	100 hours	\$____(charged hourly on a 15-minute segment)	\$____(charged hourly on a 15-minute segment)	\$____(charged hourly on a 15-minute segment)	\$____(charged hourly on a 15-minute segment)	\$____(charged hourly on a 15-minute segment)
3. PACKING i) Packing and addressing envelopes and packages	50 hours	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
ii) Crating	120 cubic feet	\$____ (cubic foot)	\$____ (cubic foot)	\$____ (cubic foot)	\$____ (cubic foot)	\$____ (cubic foot)
iii) Emergency requests	10 hours	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
4. SHIPPING AND TRANSPORT i) Local delivery by truck (one person per vehicle)	20 hours	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
ii) Additional person	2 hours	\$____ (per person, hourly rate)	\$____ (per person, hourly rate)	\$____ (per person, hourly rate)	\$____ (per person, hourly rate)	\$____ (per person, hourly rate)

SERVICES	Monthly estimate (for evaluation purposes only)	RATES Year One (Date of Award to November 30, 2023)	RATES Year Two (December 1, 2023 to November 30, 2024)	RATES Option 1 (December 1, 2024 to November 30, 2025)	RATES Option 2 (December 1, 2025 to November 30, 2026)	RATES Option 3 (December 1, 2026 to November 30, 2027)
5. OVERTIME One (1) person	10 hours	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
6. INVENTORY MANAGEMENT	30 hours	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
7. PROMOTIONAL KITS Preparation of parliamentary and other promotional kits	10 hours	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
8. PAPER SHREDDING/RECYCLING						
i) Recycling	One (1) pallet	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)
ii) Regular shredding	One pallet	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)

Price schedule for purposes of financial evaluation	
Estimated monthly total for the period of five (5) years	\$____ (excluding applicable taxes)
All-inclusive cost for initial move (12,000 cubic feet)	\$____ (excluding applicable taxes)
Total: final cost for the purpose of financial evaluation	\$____ (excluding applicable taxes)

APPENDIX C
BASIS OF PAYMENT

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

All-inclusive initial moving cost	Up to 12,000 cubic feet	\$____ (excluding applicable taxes)
	1,000 additional cubic feet	\$____ (excluding applicable taxes)

SERVICES	RATES Year One (Date of award to November 30, 2023)	RATES Year Two (December 1 2023 to November 30, 2024)	RATES Option 1 (December 1 2024 to November 30, 2025)	RATES Option 2 (December 1 2025 to November 30, 2026)	RATES Option 3 (December 1 2026 to November 30, 2027)
1. STORAGE SPACE All inclusive, including production of reports	\$____/(cubic foot/month)	\$____/(cubic foot/month)	\$____/(cubic foot/month)	\$____/(cubic foot/month)	\$____/(cubic foot/month)
2. WAREHOUSING Receiving, inspection (ensuring that adequate shipping standards are met), registration (including packing), preparing and sending orders	\$__ (hourly charge on a 15-minute segment)	\$__ (hourly charge on a 15-minute segment)	\$__ (hourly charge on a 15-minute segment)	\$__ (hourly charge on a 15-minute segment)	\$__ (hourly charge on a 15-minute segment)
3. PACKING i) Packing and addressing envelopes and packages	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
ii) Crating	\$____ (cubic foot)	\$____ (cubic foot)	\$____ (cubic foot)	\$____ (cubic foot)	\$____ (cubic foot)
iii) Emergency requests	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
4. SHIPPING AND TRANSPORT i) Local delivery by truck (one person per vehicle)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
ii) Additional person	\$____ (per person, hourly rate)	\$____ (per person, hourly rate)	\$____ (per person, hourly rate)	\$____ (per person, hourly rate)	\$____ (per person, hourly rate)

SERVICES	RATES Year One (Date of award to November 30, 2023)	RATES Year Two (December 1, 2023 to November 30, 2024)	RATES Option 1 (December 1, 2024 to November 30, 2025)	RATES Option 2 (December 1, 2025 to November 30, 2026)	RATES Option 3 (December 1, 2026 to November 30, 2027)
5. OVERTIME One (1) person	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
6. INVENTORY MANAGEMENT	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
7. PROMOTIONAL KITS Preparation of parliamentary and other promotional kits	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)	\$____(hourly)
8. PAPER SHREDDING/RECYCLING					
i) Recycling	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)
ii) Regular shredding	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)	\$____/(cost per pallet)

ANNEX "D"
OFFER OF SERVICES

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

	<p>List of names for integrity verification form</p> <p>Section 17 of the <i>Ineligibility and Suspension Policy</i> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or offeror's organizational structure:</p> <ul style="list-style-type: none"> - Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors - Privately owned corporations must provide a list of the owners' names - Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners - Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the form online, print, sign and attach it to the bid.</p>
<p>On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in Part 6 -Resulting contract clauses, included in the bid solicitation. 	
<p>Signature of Authorized Representative of Bidder</p>	

ANNEXE "E"**COMMERCIAL GENERAL LIABILITY INSURANCE**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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