

**RETURN BIDS TO : - RETOURNER LES  
SOUMISSION À:****Canada Revenue Agency  
Agence du revenu du Canada****Proposal to: Canada Revenue Agency**

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

**Proposition à : l'Agence du revenu du Canada**

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

**Bidder's Legal Name and Address - (ensure the Bidder's complete legal name is properly set out)**

**Raison sociale et adresse du Soumissionnaire - (s'assurer que le nom légal au complet du soumissionnaire est correctement indiqué)**

\_\_\_\_\_

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

\_\_\_\_\_  
Name /Nom

\_\_\_\_\_  
Title/Titre

\_\_\_\_\_  
Signature

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

(\_\_\_\_)

\_\_\_\_\_  
Telephone No. – No de téléphone

(\_\_\_\_)

\_\_\_\_\_  
Fax No. – No de télécopieur

\_\_\_\_\_  
E-mail address – Adresse de courriel

**AMENDMENT TO REQUEST FOR  
PROPOSAL / MODIFICATION DE  
DEMANDE DE PROPOSITION**

<b>Title – Sujet</b> Secure Destruction Services for Canada Revenue Agency	
<b>Solicitation No. – No de l'invitation</b> 1000395992	<b>Date</b> October 6, 2022
<b>Amendment No. - N° modif.</b> <b>006</b>	
<b>Solicitation closes – L'invitation prend fin on – le 2022-10-27 at – à 2:00 P.M. / 14 h</b>	<b>Time zone – Fuseau horaire</b> EDT/HAE Eastern Daylight Time/ Heure Avancée de l'Est
<b>Contracting Authority – Autorité contractante</b> Name – Nom : Address – Adresse - See original document/ voir document original E-mail address – Adresse de courriel :	
<b>Telephone No. – No de téléphone</b> See original / Voir l'original	
<b>Destination - Destination</b> See original / Voir l'original	
<b>THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT. LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ.</b>	



## SOLICITATION AMENDMENT #006

This solicitation amendment is raised to:

1. Address the following questions submitted during the solicitation period as per RFP;
2. Extend the RFP closing date to October 27, 2022; and
3. Amend the RFP.

### 1. QUESTIONS AND ANSWERS

**Q4.** This refers to Attachment 3: Financial Proposal and the “Financial Bid Presentation Sheet” detailed in the MS Excel Spreadsheet file, worksheet titled “Bidder Pricing Schedule” in which Bidders are requested to submit their firm all-inclusive rate(s) per pound for each service area for which the Bidder submits a proposal.

The use of weight or fill levels is not an industry norm as the level of effort to service each unit at a client location does not change based on how much volume is contained within it. Will Canada Revenue Agency (CRA) accept a firm all-inclusive rate(s) per unit regardless of the fill level?

**A4.1** The Financial Bid Presentation Sheet of Attachment 3: Financial Proposal as well as Annex B: Basis of Payment have been changed to a firm-all-inclusive rate per container. Please refer to section 2 Amendments to the RFP below.

**Q5.** This refers to Attachment 3: Financial Proposal and the “Financial Bid Presentation Sheet” detailed in the MS Excel Spreadsheet file, worksheet titled “Bidder Pricing Schedule” in which Bidders are requested to submit their firm all-inclusive rate(s) per pound for each service area for which the Bidder submits a proposal.

Servicing a site requires a set minimum level of effort, will CRA accept a minimum service charge per site when the volume to service is low? As an example, a site with one or two containers - will CRA accept a minimum service charge to attend and service that location?

**A5.1** No, the CRA will not accept a minimum service charge per site when the volume to service is low. The Bidder must include in its firm all-inclusive rate(s) per container all the cost incurred to deliver secure destruction services as described in Annex A: Statement of Work. During the life of the contract, the Contractor can expect opportunities to provide advice to CRA offices for the purpose of optimizing service delivery. However, if the CRA determines that pick-ups for a small number of containers is required, the Contractor will be obliged to provide the service in accordance with Annex B: Basis of Payment.

**Q6.** In regard to section 9.1 Container Types, sub-section 9.1.1 Wheeled Containers (Small and Large), (D), be available in two sizes: 65 gallons (small) and 96 gallons (large), at Annex A, Statement of Work of the RFP document, would CRA consider use of 65G containers instead of 96G containers? Reason is that the 96G containers pose an health & safety risk for employees due to the size / weight of these containers where we have had injuries to our drivers handling these containers types in the past. The winter provides even more risk where the snow is between the client location and the truck. The 96G containers are not in our standard service portfolio due to these reasons.



**A6.1** No, the CRA will not consider use of 65G containers instead of 96G containers. Bidders must be prepared to supply all container types to support operational requirements as detailed in Annex A: Statement of Work and future optimization as CRA operations evolve. The choice of container type at any location is at the CRA's sole discretion. Bidders should be aware that larger wheeled containers are typically used in locations that require off-site services, which is the predominant type of service required for CRA offices that minimizes health and safety risks during service calls overall.

**Q7.** This refers to section 7.18, Liquidated Damages of Part 7, Model Contract of the RFP document. Would CRA consider a more cooperative approach to addressing any service issues? This presently reads that if a vendor is late by 30 minutes, there is a penalty. All services for all locations could have been provided perfectly, then a single miss by 35 minutes would result in a financial penalty to the vendor.

Given the geographic network to be covered with a variety of challenges during weather, potential road constructions, vehicle conditions or staff availability that are outside of the vendors' control, adhering to a set schedule within 30 minutes is more than difficult. We would like to suggest that as long as the services take place on the stated service day that there are no punitive damages and the service is considered adherent to the Service Level Agreement (SLA) of the site.

Would CRA consider such clauses if overall SLA is below a benchmark percentage such as 88%?

**A7.1** The CRA expects the Contractor to arrive as close as possible to the scheduled service time at all times to minimize impacts to CRA operations. In consideration that there may be factors outside the Contractor's control that may impact the timeliness of service calls, the CRA will accept a late time of up to 60 minutes before assessing and applying liquidated damages.

The CRA expects Contractors to work collaboratively to optimize the business process associated with the delivery of secure document destruction services to CRA offices, including working out schedules and communication between Contractor representatives and local CRA offices. While the CRA may consider and establish benchmarks in the future, the CRA reserves the right to apply liquidated damages whenever service delivery requirements are not met.

For the purposes of future contract(s) and to simplify the process of calculating liquidated damages, the CRA will establish a flat rate for liquidated damages that will be subject to readjustment each option year. Please consult section 2.0 below to consult the change that has been made to section 7.18, Liquidated Damages of Part 7, Model Contract of the RFP document.

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## **2. AMENDMENT TO THE RFP DOCUMENT:**

2.1 On the cover page of the RFP document, at Solicitation closes:

**DELETE:** October 20, 2022 at 14:00:00 PM/14:00:00 h Eastern Daylight Time (EDT)

**REPLACE by:** October 27, 2022 at 14:00:00 PM/14:00:00 h Eastern Daylight Time (EDT)



2.2 At Attachment 2: Point-Rated Criteria R3

**DELETE:**

Criteria	Eastern	Central	Prairies	Pacific
<b>R1 – Off-site Secure Destruction Services</b>	<b>100</b>	<b>40</b>	<b>20</b>	<b>0</b>
<b>R2 – Sustainable Development</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>
<b>R3 – Weight and Measures</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>Total</b>	<b>150</b>	<b>90</b>	<b>70</b>	<b>50</b>

<b>R3</b>	<b>Weight and Measures</b>  Bidder employs precise measurement and tracking of the volumes of sensitive material it receives in containers for secure destruction.	<b>30 points</b>	<p>Bidder measures and tracks the actual weight of sensitive material received in approved containers, and includes those weights in its invoicing and reporting for its customers.</p> <p>In order to obtain full points for this criterion, the Bidder should provide a description of its process for weighing sensitive material in containers, including at a minimum:</p> <ul style="list-style-type: none"> <li>a) identifying the equipment used</li> <li>b) when weighing occurs in their process</li> <li>c) how the weight is captured in its systems, and</li> <li>d) the measures in place to ensure weights are accurately assessed and reported.</li> </ul>
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**REPLACE by:**

Criteria	Eastern	Central	Prairies	Pacific
<b>R1 – Off-site Secure Destruction Services</b>	<b>100</b>	<b>40</b>	<b>20</b>	<b>0</b>
<b>R2 – Sustainable Development</b>	<b>20</b>	<b>20</b>	<b>20</b>	<b>20</b>
<b>R3 – Measures</b>	<b>30</b>	<b>30</b>	<b>30</b>	<b>30</b>
<b>Total</b>	<b>150</b>	<b>90</b>	<b>70</b>	<b>50</b>



<b>R3</b>	<p><b>Measures</b></p> <p>Bidder employs measurement and tracking of the volumes of sensitive material it receives in containers for secure destruction to support optimization of service delivery in accordance with 6.0.d. of Annex A Statement of Work.</p>	<b>30 points</b>	<p>Bidder measures and tracks the volumes of sensitive material received in approved containers, and includes those volumes in its reporting for its customers.</p> <p>In order to obtain full points for this criterion, the Bidder should provide a description of its process for monitoring and measuring the volumes of sensitive material in containers, including at a minimum:</p> <ul style="list-style-type: none"> <li>a) identifying the equipment used</li> <li>b) when are the volumes assessed in their process</li> <li>c) how the volumes for containers are captured in its systems, and</li> <li>d) the measures in place to ensure volumes are accurately assessed and reported.</li> </ul>
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2.3 At Attachment 3: Financial Proposal

**DELETE** in its entirety the MS Excel spreadsheet document titled, “Appendix 3\_Financial Proposal\_English” and **REPLACE by** the attached MS Excel spreadsheet titled “Attachment 3\_Financial Proposal”.

**DELETE:**

The Bidder must submit their financial bid in accordance with the “Financial Bid Presentation Sheet” detailed in the attached MS Excel spreadsheet file, worksheet titled ‘Bidder Pricing Schedule’, cell(s) highlighted in red ONLY.

For each service area for which the Bidder submits a proposal, the Bidder must populate the corresponding tables in the Financial Bid Presentation Sheet. For example, if the Bidder submits a proposal for the Eastern service area only, then the Bidder must complete Table 1 only. If the Bidder submits a proposal for all four service areas, then the Bidder must complete all four tables, and so on.

Bidders must submit their firm all-inclusive rate(s) per pound in Canadian Funds, applicable taxes excluded, for the provision of the services outlined in Annex A: Statement of Work.



If the Bidder adds conditions or makes changes to the pricing schedule, the Bidder's proposal will be declared non-responsive.

The prices specified, when quoted by the Bidder, must include all the costs incurred to deliver secure destruction services as described in Annex A - Statement of Work. These costs include, but are not limited to containers, resources and replacements, facility(ies), utility costs such as electricity, heat, telephone and internet, all equipment, all meetings with the CRA Project Authority, the production of reports, local travel expenses, fuel surcharge, insurance and all other administrative costs incurred. Additionally, the Bidder's firm all-inclusive price per pound must include all costs associated with the purchase of an Ariba Network (AN) membership for the period of the contract, including any option period if exercised, and all operational costs to meet the requirements as per described in Annex E: Synergy 2.0 Solution.

**REPLACE BY:**

The Bidder must submit their financial bid in accordance with the attached MS Excel spreadsheet titled "Attachment 3\_Financial Proposal" in the cell(s) highlighted in red ONLY.

For each service area for which the Bidder submits a proposal, the Bidder must populate the corresponding tables in the MS Excel spreadsheet titled "Attachment 3\_Financial Proposal". For example, if the Bidder submits a proposal for the Eastern service area only, then the Bidder must complete Table 1 only. If the Bidder submits a proposal for all four service areas, then the Bidder must complete all four tables, and so on.

Bidders must submit their firm all-inclusive rate(s) per container in Canadian Funds, applicable taxes excluded, for the provision of the services outlined in Annex A: Statement of Work.

If the Bidder adds conditions or makes changes to the pricing schedule, the Bidder's proposal will be declared non-responsive.

The prices specified, when quoted by the Bidder, must include all the costs incurred to deliver secure destruction services as described in Annex A - Statement of Work. These costs include, but are not limited to transportation, containers (for all sites where containers must be provided), resources and replacements, facility(ies), utility costs such as electricity, heat, telephone and internet, all equipment, all meetings with the CRA Project Authority, the production of reports, local travel expenses, fuel surcharge, insurance and all other administrative costs incurred. Additionally, the Bidder's firm all-inclusive rate per container must include all costs associated with the purchase of an Ariba Network (AN) membership for the period of the contract, including any option period if exercised, and all operational costs to meet the requirements as per described in Annex E: Synergy 2.0 Solution.

2.4 At section 7.16 of Part 7, Model Contract

**DELETE:**



#### 7.16 Basis of Payment – Firm all-inclusive price per pound

The Contractor will be paid for the services described at Annex A, Statement of Work, in accordance with Annex B, Basis of Payment.

#### REPLACE BY:

#### 7.16 Basis of Payment – Firm all-inclusive rate per container

The Contractor will be paid for the services described at Annex A, Statement of Work, in accordance with Annex B, Basis of Payment.

2.5 At section 7.18 Liquidated Damages of Part 7, Model Contract

#### DELETE:

#### 7.18 Liquidated Damages

Service Level Agreement (SLA) Non-compliance

to meet the SLA requirements and the response and resolution times as specified in Annex A: Statement of Work (SOW), the Contractor agrees to pay to the CRA:

Liquidated damages for each half hour of delay, or any part thereof, for the time spent by the CRA representative addressing any issues that occur due to the failure of the Contractor to meet the requirements outlined in Section 10 of the SOW, based on the following calculation:

Calculation of the hourly rate is based on the current salary of a SP-02, level 3, including a 20% premium representing benefits. The salary for this occupation group is found at <http://www.craarc.gc.ca/crrs/wrkng/pyrts/sp-eng.html>

The liquidated damages amount is calculated as follows  $[(SP-02, \text{level } 3 * 1.2) / (261 \text{ days} * 7.5 \text{ hours}) * 0.5] =$  hourly liquidated damage amount.

Any overtime that is required after a 7.5 hour day will be calculated by taking the amount for each calendar day multiplied by 1.5.

#### REPLACE BY:

#### 7.18 Liquidated Damages

The Contractor is required to pick-up sensitive material for destruction according to the agreed pick-up time per normal schedule or ad-hoc request established by the CRA, based on local CRA requirements, and as specified in section 10.0 Deliverables of Annex A, Statement of Work (SOW). If the Contractor fails to arrive within 60 minutes of the agreed pick-up time, the Contractor agrees to pay to the CRA liquidated damages in



the amount of \$61.53 per hour, starting at the 61<sup>st</sup> minute of delay. Liquidated damages will be applied in 15 minute increments, meaning any delay from the 61<sup>st</sup> minute to the 75<sup>th</sup> minute will equate to \$15.38 payable to the CRA. Any further delay from the 76<sup>th</sup> minute to the 90<sup>th</sup> minute will equate to another \$15.38 payable to the CRA, and so on. Liquidated damages will continue to be applied to a late pick-up until the 120<sup>th</sup> minute. The total amount of the liquidated damages must not exceed 10% of the total estimated cost on the front page of the contract.

Calculation of the price is based on the current salary of a SP-02, level 3, including a 20% premium representing benefits. The salary for this occupation group is found at <https://www.canada.ca/en/revenue-agency/corporate/careers-cra/information-moved/pay-rates/services-programs-group.html>. The hourly rate of \$61.53 is subject to change if or when the SP-02, level 3 salary changes as a result of any new collective agreement during the period of the contract, including options.

The liquidated damages amount is calculated as follows  $[(SP-02, \text{level } 3 * 1.2) / (261 \text{ days} * 7.5 \text{ hours}) * 0.5] =$  hourly liquidated damage amount.

Any overtime that is required after a 7.5 hour day will be calculated by taking the amount for each calendar day multiplied by 1.5.

Liquidated damages must be applied as credits on the invoice(s) covering the pick-up(s) where the Contractor failed to meet the required pick-up times. The CRA will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by the CRA to the Contractor, any liquidated damages owing and unpaid under this section.

Canada and the Contractor agree that the amount stated above is their best pre-estimate of the lost to Canada in the event of such failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.

Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

2.6 At section 7.19 Minimum Work Guarantee – All the Work – Authorized orders for initial contract period

**DELETE:**

**7.19 Minimum Work Guarantee – All the Work – Authorized orders for initial contract period**

a) In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause 7.17 set out in the Contract;

and



"Minimum Contract Value" means 10% (excluding taxes) of the amount specified in the "Limitation of Expenditure" clause 7.17 as indicated at contract award date.

- b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

**REPLACE BY:**

**7.19 Minimum Work Guarantee – All the Work – Authorized orders**

- a) In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause 7.17 set out in the Contract;

and

"Minimum Contract Value" means \$16,500 for the Eastern Service Area, \$23,500 for the Central Service Area, \$12,500 for the Prairies Service Area, and \$11,500 for the Pacific Service for the Secure Destruction Services in accordance with Annex A, Statement of Work (SOW) for the duration of the contract, including option periods. (Depending on the result of the Request for Proposals process, the contract will contain only the minimum contract value(s) applicable to the service area(s) covered by the contract)

- b) Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph (c). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.



- c) In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- d) Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

2.7 At Annex A, Statement of Work, section 6.0 Tasks

**DELETE:**

- a) For each location, at no cost to the CRA, the Contractor must perform an initial set up analysis of local operational requirements for secure destruction services and supply a report, including but not limited to: estimated container volumes, total containers required, description and frequency of services;
- d) Where applicable (for example: new container sizes), the Contractor must collaborate with the CRA Project Authority to establish the baseline measures for sensitive material for each different size of containers used. These baseline measures combined with the container fill levels may be required for invoicing purposes.

**REPLACE by:**

- a) For each location, at no cost to the CRA, the Contractor must perform an initial set up analysis of local operational requirements for secure destruction services and supply a report, including but not limited to: recommended container types, total containers required, description and frequency of services;
- d) Where applicable (for example: new container sizes), the Contractor must collaborate with the CRA Project Authority to establish the baseline measures for sensitive material for each different size of containers used.

2.8 At Annex A, Statement of Work, section 8.1 Monthly Summary

**DELETE:**

- i) Key information on the volume or weight of the sensitive material destroyed as appropriate; and

**REPLACE by:**

- i) Key information on the volume of the sensitive material destroyed as per the Contractor's proposed process for monitoring and measuring the volumes of sensitive material in containers, in accordance with its proposal in response to the solicitation *(This item will remain in the contract only if the Contractor obtained points at Attachment 2: Point Rated Criteria, rated criterion R3 Measures. This item will be deleted if the Contractor did not obtain points for this criterion.)*



2.9 At Annex A, Statement of Work, section 9.1.3 Console Containers

**DELETE:**



Figure 1 – Image Sample: 96 and 65 Gallon Wheeled Container with Document Chute

These containers are to be the default sizes and considered first for most CRA office locations.

**REPLACE by:**



Figure 1 – Image Sample: 96 and 65 Gallon Wheeled Container with Document Chute

These containers are typical of use in most CRA office locations.

2.10 **DELETE** Annex B, Basis of Payment in its entirety and **REPLACE** by the following:

**Annex B, Basis of Payment:**

In consideration of the Contractor satisfactorily completing all of its obligations under the contract, the Contractor will be paid a firm all-inclusive rate per container in Canadian dollars, Delivered Duty Paid (DDP, customs duties and excise taxes included, where applicable, GST/HST extra, as applicable, including transportation, for the supply and delivery of secure document destruction services outlined in Annex A: Statement of Work in accordance with the tables below.



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

**NOTE TO BIDDERS: Tables to be completed at contract award based on the successful Bidder(s) Financial Proposal at Attachment 3.**

**1.0 Initial Contract Period (2 years)**

a) Eastern Service Area

Container Size	Firm All-Inclusive Rate Per Container
65 Gallons	\$ <i>Will be indicated at contract award</i>
96 Gallons	\$ <i>Will be indicated at contract award</i>

b) Central Service Area

Container Size	Firm All-Inclusive Rate Per Container
65 Gallons	\$ <i>Will be indicated at contract award</i>
96 Gallons	\$ <i>Will be indicated at contract award</i>
200 Gallons Gaylord	\$ <i>Will be indicated at contract award</i>

c) Prairies Service Area

Container Size	Firm All-Inclusive Rate Per Container
65 Gallons	\$ <i>Will be indicated at contract award</i>
96 Gallons	\$ <i>Will be indicated at contract award</i>
174 Gallons	\$ <i>Will be indicated at contract award</i>

d) Pacific

Container Size	Firm All-Inclusive Rate Per Container
65 Gallons	\$ <i>Will be indicated at contract award</i>
96 Gallons	\$ <i>Will be indicated at contract award</i>
200 Gallons Gaylord	\$ <i>Will be indicated at contract award</i>

**2.0 Price Escalation/De-escalation**

Prices for optional periods of service, if exercised at CRA's discretion, will be adjusted (i.e., either increased or decreased) in accordance with Table 1 Consumer Price Index and major components and special aggregates, Canada - Not seasonally adjusted, transportation, as published by Statistics Canada at the time the option is being exercised.



The release schedule for the main economic indicators is available at the following address:

<https://www150.statcan.gc.ca/n1/dai-quo/cal1-eng.htm>

The prices of the previous contract year will be multiplied by the “% change” published for the twelve month period preceding the contract anniversary date (for the second contract year) or the month preceding the month in which the option is exercised.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**