

**RETURN BIDS TO :**

**RETOURNER LES  
 SOUMISSIONS À:**

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

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

**REQUEST FOR PROPOSAL (RFP)  
 DEMANDE DE PROPOSITION (DDP)**

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

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

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

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

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

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

<b>Title – Sujet</b>	
Centralised Printing Services (CPS) – Printing Services for custom size ESDC and Service Canada Envelopes	
<b>Solicitation No. – N° de l'invitation</b> 100024781	<b>Date</b> 2023-10-26
<b>Client Reference No. – N° référence du client</b>	
<b>GETS Reference No. – N° de reference de SEAG</b> -	
<b>File No. – N° de dossier</b> 100024781	<b>CCC No. / N° CCC - FMS No. / N° VME</b>
<b>Solicitation Closes – L'invitation prend fin</b> <b>at – à 14 :00 PM</b> <b>on – le 2023-11-10</b>	<b>Time Zone</b> Fuseau horaire Heure Normale de L'EST (HNE) Eastern Standard Time (EST)
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b> <a href="mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca">nc-solicitations-gd@hrsdc-rhdcc.gc.ca</a>	<b>Buyer Id – Id de l'acheteur</b> ESDC
<b>Telephone No. – N° de téléphone :</b>	<b>FAX No. – N° de FAX</b>
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b> See Herein	

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b> .....	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 STATEMENT OF WORK.....	3
1.3 DEBRIEFINGS .....	3
<b>PART 2 - BIDDER INSTRUCTIONS</b> .....	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b> .....	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS .....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b> .....	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE .....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION</b> .....	<b>13</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	13
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	13
<b>PART 6 - RESULTING CONTRACT CLAUSES</b> .....	<b>14</b>
6.1 SECURITY REQUIREMENTS .....	14
6.2 STATEMENT OF WORK.....	14
6.3 STANDARD CLAUSES AND CONDITIONS.....	14
6.4 TERM OF CONTRACT .....	14
6.5 AUTHORITIES .....	14
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	15
6.7 PAYMENT – BASIS OF PAYMENT .....	15
6.8 INVOICING INSTRUCTIONS .....	16
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
6.10 APPLICABLE LAWS.....	16
6.11 PRIORITY OF DOCUMENTS .....	16
6.12 <i>SACC MANUAL</i> CLAUSES.....	17
6.13 CREDIT FOR NON-PERFORMANCE .....	17
6.14 DISPUTE RESOLUTION.....	17
<b>ANNEX "A"</b> .....	<b>18</b>
STATEMENT OF WORK .....	18
<b>APPENDIX A TO ANNEX A - SPECIFICATIONS AND ARTWORK</b> .....	<b>26</b>
<b><i>ATTACHED IN A SEPARATE DOCUMENT</i></b> .....	<b>26</b>
<b>ANNEX B</b> .....	<b>26</b>
BASIS OF PAYMENT .....	26
<b>ANNEX C</b> .....	<b>27</b>
ORDERS AND DELIVERY ADDRESSES.....	27

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

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

**Contractors must respect the delivery date stipulated in the Request for Proposal. It is the contractor's responsibility to ensure that they are able to meet this requirement before submitting their bid.**

### **1.3 Debriefings**

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

## **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](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Subsection 12.2 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 10 days

Insert: 5 days

### **2.2 Submission of Bids**

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

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.

If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### **Definitions**

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the

Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;

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

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

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

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

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

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

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

### **Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

If so, the Bidder must provide the following information:

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

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

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted to [nc-solicitations-gd@hrsdc-rhdcc.gc.ca](mailto:nc-solicitations-gd@hrsdc-rhdcc.gc.ca) no later than 6 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

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

Section I: Technical Bid 1 soft copy;  
Section II: Financial Bid 1 soft copy;  
Section II: Certifications 1 soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) size; and
- (b) use a numbering system that corresponds to the bid solicitation.

#### **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 and describe their approach" in a thorough, concise and clear manner for carrying out the work.

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

#### **Section II: Financial Bid**

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

#### **Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4.

##### **4.1.1.2 Point Rated Technical Criteria**

Point rated technical evaluation criteria are included in Attachment 1 to Part 4

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

### **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 criteria; and
  - c. obtain the required minimum of 25 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 35 points.
2. Bids not meeting (a) or (b) or (c) 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 60 % for the technical merit and 40 % 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 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



<b>Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
<b>Combined Rating</b>		83.84	75.56	80.89
<b>Overall Rating</b>		1st	3rd	2nd

**ATTACHMENT 1 to PART 4, MANDATORY and POINT RATED CRITERIA**

**MANDATORY TECHNICAL REQUIREMENTS**

The mandatory requirements listed will be evaluated on a pass/fail (i.e. compliant/non-compliant) basis. Proposals that fail to meet the mandatory requirements will be disqualified at this stage without further consideration.

Proposals must demonstrate compliance with all of the following specifications and requirements and **MUST** provide the necessary documentation to support compliance in order to be considered.

Mandatory Criteria	Description(s)	Bidder's response:	Met	Not met
<b>M.1 Firm Production Experience</b>	<p>The bidder must demonstrate that they have the corporate capability to provide the services outlined in the Statement of Work. The bidder must demonstrate they have a <b><u>minimum of seven (7) years experience</u></b> in envelope printing and/or production within the last 10 years as of bid publication date, for *external client(s)</p> <p>The Bidder must outline how many years they have been in business and provide a brief description of the number and type of envelope contracts/projects they have completed.</p> <p>*External clients: means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.</p>			
<b>M.2 Client References</b>	<p>The Bidder must demonstrate they have fulfilled envelope printing and/or production contracts of similar value and nature using 2 separate contracts for 2 different *external clients for services as described in Annex A Statement of Work (SOW) of this requirement.</p> <p>Each contracts must:</p> <ul style="list-style-type: none"> <li>a) Have been active within the last 2 years as of the bid solicitation publication date;</li> <li>b) Have been for a minimum annual value of \$125,000 with each client (amendments and applicable taxes included);</li> </ul> <p>The Bidder must demonstrate experience for each reference contract as follows:</p> <ul style="list-style-type: none"> <li>(a) The name of the organization the contract was with;</li> <li>(b) The Client Reference contact information;</li> <li>(c) The Contract number;</li> </ul>			

Mandatory Criteria	Description(s)	Bidder's response:	Met	Not met
	(d) The value of the Contract (amendments and applicable taxes included); (e) The Contract start and end dates; (f) A brief description of the type and number of envelope printed and/or produced.  *External clients: means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.			
<b>M.3            Respect of Delivery Timeframes</b>	<b>The Bidder must describe how they will meet delivery deadlines.</b>  The Bidder must consider the following factors in their proposal:  a) ability to prioritize, add production shifts, or add overtime capacity; b) arrangements with multiple delivery transport carriers; and c) other information the Bidder may consider relevant to their ability to ensure they will meet delivery deadlines.			

## RATED TECHNICAL REQUIREMENTS

All bids will be assessed using the following scoring criteria:

Rated Criteria	Description(s)	Bidder response	Point Value	Points attributed
<b>R.1            Firm Production Experience</b>	The Bidder will be awarded points for the number of years of experience they have as a corporation where they have been in the envelope printing and/or production business for external clients to the Bidder's organization, as provided in M.1.  <u>Rated by years of experience:</u> 7+ to 15 years – 10 points > 15+ to 20 years – 13 points > 20 + years – 15 points		<b>Up to 15 points</b>	
<b>R.2            Quality Assurance Strategy</b>	<b>The Bidder should describe the quality assurance strategy it will apply to meet ESDC's envelopes requirements. Points will be awarded by either:</b>		<b>Up to 20 points –</b>	

Rated Criteria	Description(s)	Bidder response	Point Value	Points attributed
	a) Providing a copy of their International Organization for Standardization (ISO 9001) certification <b>OR</b> b) By detailing: <ol style="list-style-type: none"> <li>1. their own Quality Assurance model</li> <li>2. QA standards and process to meet ESDC's envelope requirements</li> <li>3. standards relating to specifications as well as delivery requirements.</li> </ol>		<i>20 points for a)</i>  <i>OR</i>  <i>5 points per factor 1 to 3.</i>	
<b>Maximum Points Available for R.1, R.2</b>			<b>35</b>	
<b>Minimum Points Required for R.1, R.2</b>			<b>25</b>	

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

## **PART 6 - RESULTING CONTRACT CLAUSES**

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

#### **6.2.1 Option to Purchase Additional Quantities**

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

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

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (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](#) (2022-12-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2025 inclusive.

#### **6.4.2 Delivery Date**

All the deliverables must be received as specified at Annex "C".

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "C".

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

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

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

### 6.5.2 Project Authority

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

Name:	
Organization:	
Address:	
E-mail address:	

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

### 6.5.3 Contractor's Representative

To be provided at time of Contract award

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 6.7 Payment – Basis of Payment

### 6.7.1 Fixed unit rate

The Contractor will be paid a fixed unit rate(s) as follows, for work performed in accordance with Annex B.

Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are included and applicable taxes are extra.

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.

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.

#### **6.7.2 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.

#### **6.8 Invoicing Instructions**

1. The Contractor must submit one (1) invoice per province per month after completing delivery in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be submitted by e-mail and be supported by:
  - a) The completed packing slip.
4. Invoice and supporting documents must be distributed as follows:
  - a) One (1) copy must be forwarded by e-mail to the Project Authority identified under the section entitled "Authorities" and;
  - b) [mandy.dewar@hrsdc-rhdcc.gc.ca](mailto:mandy.dewar@hrsdc-rhdcc.gc.ca)

#### **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 Ontario.

##### **6.11 Priority of Documents**

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

- (a) the Articles of Agreement;
- (c) the general conditions 2010C (2022-12-01) General conditions : Services (medium complexity);



- (d) Annex A, Statement of Work and it's Appendix;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Orders and Delivery Confirmation and;
- (g) the Contractor's bid dated \_\_\_\_\_.

## **6.12 SACC Manual Clauses**

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

## **6.13 Credit for Non-Performance**

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

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

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

## **6.14 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 "[Dispute Resolution](#)".

## ANNEX "A"

### STATEMENT OF WORK

#### 1- Title

---

Centralised Printing Services (CPS) – Printing Services for custom size ESDC and Service Canada Envelopes

#### 2- Objectives

---

Employment Social Development Canada (ESDC) requires services for the supply of a variety of ESDC and Service Canada envelopes, as well as shipping services to have the printed products distributed to ESDC offices and other locations across Canada.

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

#### 3- Background Statement

---

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

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

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

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

Through the Canada Enquiry Centre (CEC), the 1 800 O-Canada service provides Canadians with quick access to all Government of Canada programs and services.

Specially trained staff use an extensive database of information to answer questions, direct callers to services and take orders for publications and documents.

ESDC's many programs require services for printed material such as application forms, branded envelopes and file folders in order to adequately deliver these services and benefits.

## 4- Scope

---

The Contractor must print and deliver all items in full quantities, according to Appendix A to Annex A - Specifications and Artwork, and Annex B – Basis of Payment.

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

## 5- Contractor Responsibilities

---

The Contractor is responsible for ensuring that printing and shipping/transportation are completed within the delivery timelines provided under the terms and condition of the contract clauses, section 6.4.2: "Delivery date".

The Contractor is responsible for providing the project authority or anyone on ESDC's CPS Team with real-time status' and to respond to questions from ESDC's CPS Team within one (1) business day.

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

### 5.1 Order Acceptance

The Contractor must create and provide proofs for the printed material via email, using the Appendix A to Annex A - Specifications and artwork.

Artwork and specifications could change throughout the duration of the contract. ESDC's CPS team will advise the supplier of any modifications done. Modifications are not expected to affect the cost as any modifications would be minimal.

The Contractor must verify with ESDC's CPS team prior to printing for each delivery to confirm that artwork and specification have not changed.

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

The Appendix A to Annex A - Specifications and artwork provided are only for this requirement and no licence is implied or extended. The successful Contractor will be granted a limited license for the purposes of creating an exact reproduction of the required forms.

## 5.2 Printing

The Contractor must determine the printing methods best suited to meet the demands of supplying the individual items, unless told otherwise for specific items.

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

The Contractor must only use what is provided in Appendix A to Annex A - Specifications and artwork, to produce the printed material for any order by electronic or offset printing methods.

Each box must have a product identification label located on the outside of the box.

The product identification label must include at a minimum, the ESDC product item number, description and quantity per box.

## 5.3 Distribution, Packaging, Labeling, and Packing Slips

### 5.3.1 Distribution

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

The method of monitoring distribution used by the Contractor must be capable of providing ongoing, up to date information on the status of any of the printed materials from the time it leaves the point of departure to arrival at the specified destination. The Contractor must have the capacity to provide current information on the status of any printed materials, at any time when requested by ESDC's CPS team.

The Contractor must provide services for mailing and distribution to multiple destinations, using the distribution list supplied in Annex C. The decision of distribution method is to be left up to the Contractor, however they will be responsible for all distribution activities, including ensuring the timely and safe arrival of all printed materials at the specified destination. This includes all tracking and reporting requirements up to confirmation of receipt at

destination, for all printed materials. The contractor must handle all delivery issues directly with the shipping provider and keep ESDC informed of issues as they arise.

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

The Contractor is responsible for ensuring that all deliveries are conducted during regular business hours (between 9:00am and 4:00pm, in the time zone of the delivery address), unless previously approved by email by ESDC's CPS team.

Unless otherwise specified by ESDC's CPS team via email, signatures upon receipt by an ESDC employee at the point of destination are required for all orders with an ESDC location delivery address.

### *5.3.2 Shipping*

ESDC will pay the Contractor the cost of shipping as quoted on the Annex B. The Contractor must ensure that deliveries are made during the specified delivery period and using the method offering the best value.

### *5.3.3 Packaging*

The Contractor must ensure that packaging and labelling are carried out in adherence to the specifications below.

The Contractor must provide all materials and complete all operations necessary for delivery of printed materials to the final destinations.

Dependant upon the packaging, weight and distribution requirements of the items to be distributed, the Contractor may use Canada Post or other carriers as appropriate.

The Contractor is responsible for packaging the documents being distributed. Packaging is to be appropriate for the size of the order and cartons may range up to a maximum of 35 lb. in weight. Small quantities may be distributed in standard size envelopes (the Contractor is responsible for ensuring that the selected packaging protects the print products and that print products are delivered in perfect condition).

Cartons are to be loaded to capacity without fillers. If an order is large enough to permit the order to be shipped on a shipping pallet, the entire order is to be shrink-wrapped on the pallet. The packaging must be appropriate for safe distribution of the required items in the most economical and practical manner. If an order is large enough to be shipped on pallets, the Contractor must confirm with the ordering offices using the delivery address

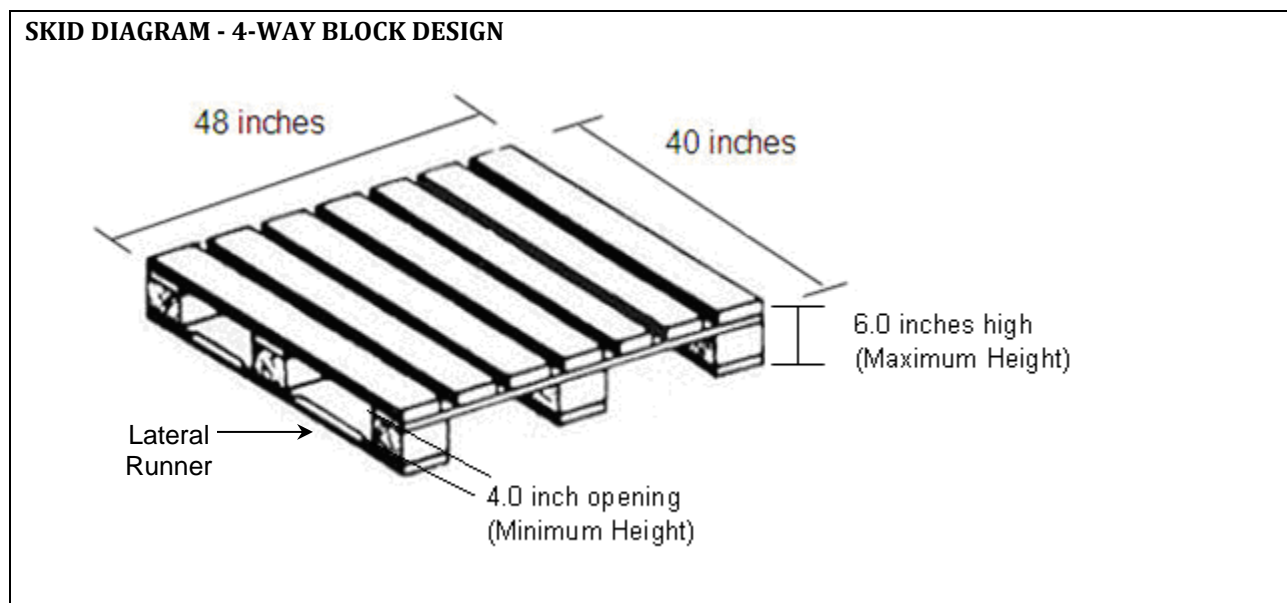
contact information, that the office or the receiving address can accept the pallets before the order is shipped.

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

### 5.3.3.1 Pallet Diagram and Specifications

#### Pallet specifications: (see diagram on next page)

- a. Pallets used are to be four-way block style with three (3) 40" lateral runners at the bottom of the pallet – one (1) at each end and one (1) in the middle.
- b. Critical pallet dimensions are:
  - Length = 48.0"
  - Width = 40.0"
  - Maximum height = 6.0"
  - Minimum height gap between runners (along width) = 4.0"
- c. All lateral runners MUST have a 45° slope on all sides for power truck accessibility.
- d. Pallets used are to be spruce wood construction using 3" nails with a minimum of six (6) nails per board.
- e. The pallet including all contents must be a maximum weight of 2,500 lbs and a maximum height of 48".
- f. The entire pallet must be shrink-wrapped a minimum of two (2) layers.
- g. To prevent damage of product and health & safety issues when offloading, stacking of pallets is unacceptable.
- h. Non-returnable pallets are to be used.
- i. Industry best practice for pallet packaging and safety methods shall be used.
- j. Pallets to be arranged in the delivery truck in a manner that allows their fork truck to drive straight in and pick them up (ie – not arranged sideways)



### 5.3.4 Shipping Labels

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

All shipping materials such as envelopes, cartons or pallets must include a bilingual label return address as well as the destination address. The return address must be that of the Contractor. The Contractor must prepare the layout for the labels to conform to Canada Post regulations and if the Contractor uses a service other than Canada Post, the Contractor is responsible for conforming to their label requirements. Shipping labels must include, at a minimum, the delivery address, the order recipient contact and the CPS order number included on the Annex C.

When an order has multiple boxes, the boxes must be identified sequentially, e.g. 1/3, 2/3, 3/3. The label information on the boxes must be clearly indicated on the end of the box.

#### 5.3.4.1 Shipping Labels on Pallets

When an order is being shipped on a pallet, an address label should be affixed on all 4 sides of the pallet. Skid configuration should allow for product identification labels to be clearly visible.

### 5.3.5 Packing Slip

All shipping materials such as envelopes, cartons or pallets must include a bilingual packing slip and be placed inside the box and the box must be identified as containing the packing slip. The packing slip must include the CPS order number, product item number, product descriptions, quantity per package and number of packages. If a delivery to a specific address has multiple boxes, the packing slip must be included in box No. 1.

## 6- ESDC's CPS Team Responsibilities

---

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

All communication with ESDC's CPS team must be conducted by email. An email briefing covering the main points and any decisions made will follow any phone calls.

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

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

## 7- Constraints

---

### 7.1 Sustainable Development / Green Plan

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

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

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

## 8- Client Support / Key Stakeholders

---

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

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

The Contractor is required to request any information or clarification regarding delivery and addresses of ESDC's regional offices directly from the delivery address contact person specified in Annex C, via email. ESDC's CPS team must be included on all communications with delivery address contacts. Should the Contractor be unable to reach the specified contact person, the Contractor must request the required information directly from ESDC's CPS team.



## 9- Timeframes and Schedule for Deliverables

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

<b>Timeframes and Schedule for Deliverables</b>		
<b>Deliverable</b>	<b>Timeframe</b>	<b>Responsibility</b>
Proofs for Delivery period 1 to be delivered to ESDC's CPS team via email	Within 12 business days of contract award.	Contractor
Proofs for Delivery period 2 to be delivered to ESDC's CPS team via email	Between May 6 and 17, 2024	Contractor
Proofs for Delivery period 3 ( December 2024 )to be delivered to ESDC's CPS team via email	Between August 12 and 23, 2024	Contractor
Proofs for Delivery period 3 (Jan-Feb 2025 deliveries) to be delivered to ESDC's CPS team via email	Between September 16 and 27, 2024	Contractor
Submission of questions from ESDC to the Contractor regarding proofs	Within 4 business days of receiving proof.	ESDC
Provision of additional information, clarifications or new proofs from Contractor	Within 2 business days of receiving questions from ESDC.	Contractor
Approval of proofs	Within 4 business days of last communications whether it is additional information received or submission of proof	ESDC
Notification of Delivery Dates to order recipient	At least 2 business day before delivery.	Contractor
Print Product Delivery	See contract clauses section 6.4.2 "Delivery Date"	Contractor
Proposition of rectification approach if issues exist with print product delivery	Within 3 business days of notification to Contractor of any issues with delivered print products.	Contractor

## **Appendix A to Annex A - Specifications and artwork**

*Attached in a separate document*

### **ANNEX B**

#### **BASIS OF PAYMENT**

Annex "B" Basis of Payment can be downloaded from the RFP posting on the Buy and Sell website directly.

##### **Printing Cost**

Bidders must provide pricing in the format specified, for each component identified in this ANNEX "B" - Basis of Payment.

The all-inclusive prices must include but are not limited to: all operations and materials for the completion of the final printed and custom manufactured to final format and the services as specified in the ANNEX "A" - Statement of Work, creation and delivery of proofs/samples, equipment set ups, printing operations, to ready items for shipping and transportation. Shipping charges are extra. Failure to price one of the components in the format specified will render the bid non-responsive. If pricing is not provided for a component, a price of zero will be assigned for the component and the Bidder will be provided an opportunity to agree with the zero amount. If the Bidder agrees then the Basis of Payment will be considered compliant. However if the Bidder disagrees then the bid will be found non [1] compliant and no further evaluation will be done.

**BIDDERS MUST SUBMIT THEIR PRICING IN THE MS EXCEL SPREADSHEET Annex "B" Basis of Payment INCLUDED ON THE GOVERNMENT ELECTRONIC TENDERING SITE (buyandsell.gc.ca) AND RETURN IT WITH THEIR BID**

##### **Shipping Cost**

Bidders must provide firm all-inclusive pricing for the shipping cost to final destination of the quantities and items, per province, via the MS Excel Annex "B" - Basis of Payment.

All prices must be in Canadian funds, and any taxes extra.

**ANNEX C**  
**ORDERS AND DELIVERY ADDRESSES**

Annex "C" can be downloaded from the RFP posting on the CanadaBuys website directly.

*Attached in a separate document*