# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Transport Canada** 

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

Proposition à : Transports Canada

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT CE DOCUMENT CONTIENT DES EXIGENCES RELATIVES À LA SÉCURITÉ

#### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail to: - Par courriel au : tania.cantin@tc.gc.ca

Attention: - Attention: Tania Cantin

Solicitation Closes - L'invitation prend fin

At - à:

2:00 PM - 14:00

On - le:

July 24, 2024 - 24 juillet 2024

Time Zone - Fuseau Horaire : Eastern Daylight Time (EDT) Heure avancée de l'Est (HAE) Title - Sujet

Mailroom Clerk/Messenger Services in the National Capital Region (NCR) for Transport Canada

Solicitation No. N° de l'invitation T8080-240091

Date of Solicitation Date de l'invitation

E-Mail Address - Courriel

June 24, 2024

Address enquiries to: - Adresser toute demande de renseignements à :

Tania Cantin

Telephone No. - N° de telephone

613-447-7499 tania.cantin@tc.gc.ca

Destination

TRANSPORT CANADA 330 SPARKS ST. PLACE DE VILLE, TOWER C. OTTAWA ON K1A 0N8

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions**: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required Livraison exigée

See herein - Voir aux présentes

Delivery offered Livraison proposée

Not applicable - Sans objet

**Vendor/Firm Name and Address** 

Raison sociale et adresse du fournisseur/de l'entrepreneur

Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :

Name - Nom Title - Titre

Signature Date



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## **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

- A. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
  - Part 1 General Information: provides a general description of the requirement;
  - Part 2 Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation;
  - Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
  - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
  - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
  - Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
  - Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- B. The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist and the Insurance Requirements.

## 1.2 Summary

## 1.2.1 Description

A. Mailroom services consists of the careful and confidential handling, sorting and delivering of the Canada Post Mail and other bulk correspondence. Mail items would need to be processed and sorted for internal and external offices within the National Capital Region (NCR).

Transport Canada has a requirement to procure the services of One (1) Driver and three (3) mailroom clerk/messenger including one (1) team lead. The scope of services presently covers about 32 different organizations, located in approximately 25 different buildings in the National Capital Region (NCR). These services take place on both a scheduled and unscheduled basis. Variations in the number of organizations serviced may increase or decrease while this contract is in effect.

The services of the Contractor will be required for a period of three (3) years commencing upon contract award of this project with two (2) optional, one (1) year period.

## 1.2.2 Security Requirements

A. There are security requirements associated with this requirement. For additional information, consult Part 6, Security, Financial and Other Requirements, and Part 7, Resulting Contract

Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

## 1.2.3 The Federal Contractors Program (FCP) for Employment Equity

A. The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5, Certifications and Additional Information, Part 7, Resulting Contract Clauses, and the attachment titled "Federal Contractors Program for Employment Equity - Certification".

## 1.3 Debriefings

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

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses, and Conditions

- All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u>
   (<a href="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</a>) issued by Public Works and Government Services Canada.
- B. 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.
- C. The <u>2003</u> (2022-03-29), Standard Instructions Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
  - (i) Section 05, Submission of bids, subsection 4, is amended as follows:

Delete: 60 days Insert: 120 days

(ii) Section 06, Late bids, is deleted in its entirety and replaced with the following:

Transport Canada will not return any bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

For bids submitted electronically, the late bids will be deleted. Late paper bids will be disposed of in accordance with Transport Canada document management policies.

#### 2.2 Submission of Bids

A. Bids must be submitted only Transport Canada by the date, time, and place indicated on page 1 of the bid solicitation.

#### 2.2.1 Transmission by E-mail

A. Individual e-mails that may include certain scripts, formats, embedded macros, and/or links, or those that exceed 10 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

#### 2.2.2 Transmission by Connect

A. Due to the nature of the bid solicitation, bids submitted through Canada Post Corporation's (CPC) Connect service will not be accepted.

## 2.2.3 Transmission by Facsimile

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

#### 2.3 Former Public Servant

A. 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

- A. For the purposes of this clause:
  - (i) "Former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u> (<a href="http://laws-lois.justice.gc.ca/eng/acts/f-11/">http://laws-lois.justice.gc.ca/eng/acts/f-11/</a>), 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;
  - (ii) "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; and
  - (iii) "Pension" means a pension or annual allowance paid under the <u>Public Service</u>
    <u>Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

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

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

T8080-2	4009	91	Original	tania.cantin@tc.gc.ca
	(	)	Yes	
	(	)	No	
B.		so, th	ne Bidder must provide the following information, for all FPSs in receipt oble:	of a pension, as
	(i)		Name of former public servant; and	
	(ii)	)	Date of termination of employment or retirement from the Public Service	e.
C.	20 20	eing a part 019-0 ontrac	viding this information, Bidders agree that the successful Bidder's status a former public servant in receipt of a pension, will be reported on depart of the published proactive disclosure reports in accordance with Contract (https://www.canada.ca/en/treasury-board-secretariat/services/policy-cting-limits-approval-new-requirements.html) and the Guidelines on the lower of Contracts (http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=146768	tmental websites acting Policy Notice: notice/changes- Proactive
2.3.3	W	ork F	Force Adjustment Directive	
A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of Adjustment Directive?			of the Work Force	
	(	)	Yes	
	(	)	No	
B.	If so, the Bidder must provide the following information:			
	(i)		Name of former public servant;	
	(ii	)	Conditions of the lump sum payment incentive;	
	(iii	i)	Date of termination of employment;	
	(iv	<b>/</b> )	Amount of lump sum payment:	

- 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; and
- (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

#### 2.4 **Enquiries - Bid Solicitation**

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. 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

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.6 Bid Challenge and Recourse Mechanisms

- A. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- B. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> (<a href="https://buyandsell.gc.ca/">https://buyandsell.gc.ca/</a>) website, under the heading "<a href="https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms">https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms</a>) contains information on potential complaint bodies such as:
  - (i) 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 <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the <a href="mailto:Procurement Ombudsman Regulations">Procurement Ombudsman Regulations</a> (<a href="https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html">https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html</a>) or visit the <a href="mailto:OPO">OPO</a> website; and
  - (ii) 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

A. The bid must be gathered per section and separated as follows:

Section I: Technical Bid;

Section II: Financial Bid;

Section III: Certifications; and

Section IV: Additional Information.

- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. It is recommended that all electronic documents be submitted using PDF file format.
- D. Canada requests that bidders follow the format instructions described below in the preparation of their bid:
  - (i) use 8.5 x 11-inch (216 mm x 279 mm) page size; and
  - (ii) use a numbering system that corresponds to the bid solicitation.
- E. In accordance with the Treasury Board *Contracting Policy* and the *Accessible Canada Act*, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, bidders are encouraged to highlight all the accessibility features and components of their proposal for this Statement of Work (SOW) and must, if applicable:
  - (i) Demonstrate how the bidder's proposed goods and/or services meet the accessibility requirement at delivery; or
  - (ii) Describe how the bidder would deliver its goods and/or services under any resulting contract in a way that satisfies the mandatory requirement.

#### 3.2 Submission of Only One Bid

- A. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- B. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
  - (i) They are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);

- (ii) They are "related persons" or "affiliated persons" according to the Canada Income Tax Act:
- (iii) The entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
- (iv) The entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- C. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

#### 3.3 Substantial Information

- A. Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found:
  - (i) Attachment to Part 4 titled "Evaluation Criteria"

#### 3.4 Section I: Technical Bid

- A. In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise, and clear manner for carrying out the work.
- B. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### 3.5 Section II: Financial Bid

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

## 3.5.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment titled "Electronic Payment Instruments", to identify which ones are accepted.
- B. If the attachment titled "Electronic Payment Instruments" is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

## 3.5.2 Exchange Rate Fluctuation

A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

#### 3.6 Section III: Certifications

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

#### 3.7 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
  - (i) A completed, signed, and dated Page 1 of this solicitation or final solicitation amendment;
  - (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
  - (iii) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
  - (iv) Any other information submitted in the bid not already detailed.

## ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A.	Th	ie Bio	dder accepts to be paid by any of the following Electronic Payment Instrument(s):
	(	)	VISA Acquisition Card;
	(	)	MasterCard Acquisition Card;
	(	)	Direct Deposit (Domestic and International);
	(	)	Electronic Data Interchange (EDI);
	(	)	Wire Transfer (International Only); and
	(	)	Large Value Transfer System (LVTS) (Over \$25M).

#### 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 evaluation criteria.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

A. Mandatory and point rated technical evaluation criteria are included in the Attachment to Part 4 titled "Evaluation Criteria".

#### 4.1.2 Financial Evaluation

A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

## 4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- A. To be declared responsive, a bid must:
  - (i) Comply with all the requirements of the bid solicitation; and
  - (ii) Meet all mandatory criteria; and
  - (iii) Obtain the required minimum of **56 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **80 points**.
- B. Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- C. 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.
- D. 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%.
- E. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- F. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- G. 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 3 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).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		83.84	78.56	80.89
Overall Rating		1st	3rd	2nd

H. Should two or more responsive bids achieve an identical highest combined rating of technical merit and price, the bid with the lowest overall price will be recommended for award of a contract.

#### **ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

Bidders are advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2019 to December 2019; Project 2 timeframe is October 2019 to January 2020; the total months of experience for these two project references is seven (7) months.

For all project descriptions to demonstrate experience, the bidder <u>must</u> provide the information as per Table A format below:

## TABLE A:

- 1. Name of the client;
- 2. The total number of years' experience performing the tasks;
- 3. The start and end dates of the project;
- 4. Details of the work performed by the proposed resource on the project(s) including tasks, technologies used and deliverables;
- Customer reference that can attest to the proposed resource's experience (Name of contact person, valid phone number and/or email address);
   (References are only to be contacted to validate the information provided in the bidder's proposal)
- 6. References must be external to the Bidder's organization;
- 7. Transport Canada cannot be used as a reference.

- 1. These are the steps for the technical evaluation:
- I. Part 1: Mandatory Criteria
- II. Part 2: Point-Rated Technical Criteria

## Part 1: Mandatory Criteria

Mandatory requirements are evaluated on a pass or fail basis. To be considered compliant, a proposal must meet all of the mandatory requirements of this solicitation. Proposals not meeting all of the mandatory requirements will be given no further consideration. Transport Canada may decide to terminate the evaluation upon the first finding of non-compliance with a mandatory requirement.

#	Mandatory Requirement	Met / Not Met	Proposal Reference
M1	The Bidder <u>must</u> demonstrate its experience in providing pickup and delivery of mail, or similar courier services or same day transportation/delivery services, through the provision of at least two (2) references (as per Table A format) from a client external to the Bidder's organization for whom the Bidder has delivered these services for a minimum of three (3) years within the last five (5) years.	☐ Yes ☐ No	
M2	<ul> <li>The bidder <u>must</u> propose individuals for the following resources:</li> <li>Three (3) Mail Clerks Resources (including one (1) of the proposed resources as the team lead).</li> <li>One (1) Primary Driver Resource</li> <li>The bidder <u>must</u> provide a copy of a resume for each proposed individual in their proposal at time of bid close.</li> </ul>	☐ Yes ☐ No	
М3	The three (3) proposed resources as the mail clerks <b>must</b> demonstrate through project description that they have experience in administrative, data entry and records filing.	☐ Yes ☐ No	
M4	The bidder's proposed resource as the primary driver <u>must</u> demonstrate through project description that they have one (1) year experience providing professional courier, mail delivery or other transportation/shipping related services directly to clients.	☐ Yes ☐ No	
М5	The bidder's proposed resource as the primary driver <u>must</u> hold and maintain a valid license for the class of vehicle.  A copy of the license <u>must</u> be submitted in the Bidder's proposal at time of bid close.	☐ Yes ☐ No	
М6	The bidder's proposed resource as the primary driver <u>must</u> be covered under Workers Compensation.  The bidder <u>must</u> provide proof of this coverage in their proposal at time of bid close.	☐ Yes ☐ No	
<b>M</b> 7	The bidder's proposed resource as the primary driver <u>must</u> be currently bonded in an amount not less than \$5,000.00 CAD.  The bidder <u>must</u> provide proof of this coverage in their proposal at time of bid close.	☐ Yes ☐ No	

#	Mandatory Requirement	Met / Not Met	Proposal Reference
M8	The bidder's proposed Team Lead <u>must</u> be fluent at the advanced level in English and French.	☐ Yes ☐ No	
IVIO	Fluent at the advanced level is defined at Table B below.		
M9	The Bidder <u>must</u> provide a vehicle for the primary driver resource to drive. The vehicle must be to the specification as stated in section 3.3 Contractor Obligations of the Statement of Work.	☐ Yes ☐ No	
IVIS	The bidder <u>must</u> provide details on the vehicle in their proposal at time of bid close.		

## **TABLE B:**

	Language proficiency grid					
Legend	Oral	Comprehension	Written			
Basic	A person speaking at this level can:  ask and answer simple questions  give simple instructions  give uncomplicated directions relating to routine work situations	A person reading at this level can:  fully understand very simple texts  grasp the main idea of texts about familiar topics; read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine jobrelated tasks	A person writing at this level can:  write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person			

	Language proficiency grid						
Intermediate	A person speaking at this level can:  sustain a conversation on concrete topics, and report on actions taken  give straightforward instructions to employees  provide factual descriptions and explanations	A person reading at this level can:  grasp the main idea of most work-related texts  identify specific details; distinguish main from subsidiary ideas	deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary				
Advanced	A person speaking at this level can:  support opinions and understand and express hypothetical and conditional ideas	A person reading at this level can:  understand most complex details, inferences and fine points of meaning  have a good comprehension of specialized or less familiar material	A person writing at this level can:  write texts in which ideas are developed and presented in a coherent manner				

## Part 2: Point-Rated Technical Criteria

Proposals that fail to meet the above mandatory requirements will be judged non-compliant and will not be further assessed.

Rated Requirements	Maximum Points	Referenced section / Page in Bidder's proposal
R1: The bidder should describe and explain in their proposal the following essential requirements related to providing the services as specified in the Statement of Work (SOW)	40	
a) Understanding of the Requirements;		
b) Short term Continuity of Service;		
<ul><li>c) Long term Continuity of Service;</li></ul>		
d) Administrative Capability;		
e) Training;		
f) Quality Assurance;		
g) Start-up Strategy;		

### Scoring:

a) Understanding of the Requirement – (Total of 10 pts)

A score of **ten (10)** will be assigned if the Bidder's response to this essential requirement is in depth and addresses and exceeded the understanding of the needs, objectives and scope of the requirement. The bidder discusses all significant risk factors and shows how they can be removed. Addresses and exceeds all elements as outlined in the SOW.

A score of **five (5)** will be assigned if the Bidder's response to this essential requirement addresses the understanding of the needs, objectives and scope as stated in the SOW. The bidder discusses some significant risk factors and shows how they can be removed. The knowledge, approach demonstrated should ensure more than adequate performance on this aspect of the work. Addresses all elements as outlined in the SOW.

A score of **three** (3) points will be assigned if the Bidder's response minimally addresses the understanding of needs, objectives and scope of the requirement. The bidder minimally addresses the significant risk factors and does not show how they can be removed. The knowledge, experience or approach demonstrated is insufficient for the effective performance of the work. Addresses some elements as outlined in the SOW

A score of **zero** (0) **points** will be assigned if the Bidder does not address this essential requirement and does not address any elements as outlined in the SOW.

#### b) Short term Continuity of Service; (Total of 5pts)

A score of **five (5) points** will be assigned if the Bidder's response demonstrates how short term continuity of service will be maintained (e.g. how will Planned/unplanned absences or illness be handled, how backup for a truck will be handled?) This should include for all proposed resources.

A score of **zero** (0) **points** will be assigned if the Bidder does not address this essential requirement and does not address any elements as outlined in the SOW.

### c) Long term Continuity of Service; (Total of 5pts)

A score of **five (5) points** will be assigned if the Bidder's response demonstrates how long term continuity of service will be maintained (e.g. what incentives and strategies will be in place to minimize staff turnover and dissatisfaction?).

A score of zero (0) points will be assigned if the Bidder		
does not address this essential requirement and does not		
address any elements as outlined in the SOW.		
d) Administrative Capability; (Total of 5pts)		
A score of <b>five (5) points</b> will be assigned if the Bidder's response demonstrates their ability to maintain accurate logs and records of hours worked on a monthly basis, plans to invoice, and how it will deal with general paper flow surrounding the contract.		
A score of <b>zero</b> (0) <b>points</b> will be assigned if the Bidder does not address this essential requirement and does not address any elements as outlined in the SOW.		
e) Training (Total of 5pts) A score of five (5) points will be assigned if the Bidder's response demonstrates how they plans to train its staff after the initial training period within Transport Canada. This demonstration should include not only the task-relevant training, but also training for such items as dress codes, inter-personal skills, and so on.		
A score of <b>zero</b> (0) <b>points</b> will be assigned if the Bidder does not address this essential requirement and does not address any elements as outlined in the SOW.		
f) Quality Assurance (Total of 5 points) A score of five (5) points will be assigned if the Bidder's response demonstrates an approach taken to ensure they will provide a quality delivery service.		
A score of <b>zero</b> (0) <b>points</b> will be assigned if the Bidder does not address this essential requirement and does not address any elements as outlined in the SOW.		
g) Start Up Strategy (Total of 5 points) A score of five (5) points will be assigned if the Bidder's response demonstrates how they plan to deal with the start-up and transition phase.		
A score of <b>zero</b> (0) <b>points</b> will be assigned if the Bidder does not address this essential requirement and does not address any elements as outlined in the SOW.		
R2: Mail Clerks The Bidder should demonstrate using project descriptions that each proposed Mail Clerk(s) resources have experience	20	

in providing mail room services similar to the tasks stated in the SOW.  0 to 12 months= 5 points 13 months to 36 months = 10 points		
37 months and greater = 20 points		
R3: Primary Driver Resource The Bidder should demonstrate using project descriptions that the primary driver resource has experience in providing courier services.  Note: Evaluation based on years of experience  0 to 12 months = 5 points 13 months to 36 months = 10 points 37 months and greater = 20 points	20	
Total Possible Points	80	
Minimum Pass Score	56	
Total Points Achieved by the Bidder		

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

#### 5.1 General

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

## 5.2 Certifications Required with the Bid

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

## 5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

## 5.2.2 Security Requirements - Required Documentation

- A. In accordance with the requirements of the Contract Security Program (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada, the Bidder must provide a completed Contract Security Program Application for Registration (AFR) form, found as Attachment to Part 5 titled "Application for Registration (AFR)", to be given further consideration in the procurement process.
- B. Bidders are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, bidders who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extension granted by the Contracting Authority in its discretion), or if Canada requires further information from the Bidder in connection with assessing the request for security clearance (i.e., information not required by the AFR form), the Bidder will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Bidder fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

## 5.3 Certifications Precedent to Contract Award and Additional Information

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

## 5.3.1 Integrity Provisions - Required Documentation

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

## 5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. 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 <a href="Employment and Social Development Canada (ESDC)">Employment and Social Development Canada (ESDC)</a> Labour's website (<a href="https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html">https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html</a>).
- B. 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.
- C. Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" (https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html) list during the period of the Contract.
- D. The Bidder must provide the Contracting Authority with a completed attachment titled "Federal Contractors Program for Employment Equity Certification" before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity Certification, for each member of the Joint Venture.

## 5.3.3 Status and Availability of Resources

A. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the

purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

B. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## 5.3.4 Education and Experience

A. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## ATTACHMENT 1 TO PART 5 - APPLICATION FOR REGISTRATION (AFR)

- A. The Application for Registration (AFR) is attached as separate documents titled:
  - (i) "COVER SHEET / FEUILLE DE COUVERTURE
    Request for organizational security clearances for bidders
    Demande d'attestations de sécurité d'organisation pour soumissionnaires";
  - (ii) "CONTRACT SECURITY PROGRAM (CSP)
    APPLICATION FOR REGISTRATION (AFR) for Canadian legal entities"; and
  - (iii) "CONTRACT SECURITY PROGRAM (CSP)
    INITIAL INTERNATIONAL SECURITY SCREENING FORM".

**\*SEE FORMS IN SEPARATE ATTACHMENTS** 

# ATTACHMENT 2 TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

during the bid evaluation period or du for additional information to verify the	or in default, if a certification is found to be untrue, whether uring the contract period. Canada will have the right to ask Bidder's certifications. Failure to comply with any request may render the bid non-responsive or constitute a default
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	unae	r the Co	tract.			
2.	Emp (http:	loyment s://www.	ormation on the Federal Contractors Program for Employment Equity visit the nd Social Development Canada (ESDC) - Labour anada.ca/en/employment-social-development/programs/employment-contractor-program.html) website.			
3.	Date bid s		(YYYY/MM/DD) (if left blank, the date will be deemed to be the closing date.)	!		
4.	Com	Complete both A. and B.:				
	A.	Chec	only one of the following:			
	( )		A1.The Bidder certifies having no work force in Canada.			
	( )		A2.The Bidder certifies being a public sector employer.			
	( )		A3.The Bidder certifies being a <u>federally regulated employer</u> being subject to the Employment Equity Act.	;		
	( )		A4.The Bidder certifies having a combined work force in Canada of less than 10 permanent full-time and/or permanent part-time employees.	0		
			A5.The Bidder has a combined workforce in Canada of 100 or more employees; and			
		( )	A5.1.The Bidder certifies already having a valid and current Agreement Implement Employment Equity (AIEE) in place with ESDC-Labour.  OR	<u>to</u>		
		( )	A5.2.The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.	o it		
	B.	Chec	only one of the following:			
		( )	B1. The Bidder is not a Joint Venture. OR			
		( )	B2. The Bidder is a Joint venture, and each member of the Joint Venture muprovide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (refer to the Joint Venture section of the Standard Instructions).			

## PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS

## 6.1 Security Requirements

- A. Before award of a contract, the following conditions must be met:
  - the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
- B. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - (i) the Bidder's proposed individuals requiring access to sensitive information, assets, or sensitive work sites must meet the security requirements as indicated in Part 7 Resulting Contract Clauses; and
  - (ii) the Bidder's security capabilities must be met as indicated in Part 7 Resulting Contract Clauses.
- C. For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>) of Public Works and Government Services Canada website.

## 6.2 Insurance Requirements

- A. The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the Annex titled "Insurance Requirements".
- B. If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **PART 7 - RESULTING CONTRACT CLAUSES**

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

#### **ARTICLES OF AGREEMENT**

#### 7.1 Statement of Work

A. The Contractor must perform the Work in accordance with the Statement of Work (Annex A).

## 7.1.1 Optional Services

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

## 7.2 Standard Clauses and Conditions

A. 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) issued by Public Works and Government Services Canada.

## 7.2.1 General Conditions

A. 2035 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 7.3 Security Requirements

- A. The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract:
  - 1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
  - The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted or approved by the CSP, PWGSC.
  - 3. The Contractor MUST NOT remove any CLASSIFIED/PROTECTED information or assets from the identified site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

- 4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP. PWGSC.
- 5. The Contractor must comply with the provisions of the:
  - Security Requirements Check List attached at Annex C. (a)
  - (b) Contract Security Manual (Latest Edition).

#### 7.4 **Term of Contract**

#### **Period of the Contract** 7.4.1

The period of the Contract is from date of Contract to March 31, 2027, inclusive. A.

#### 7.4.2 **Option to Extend the Contract**

- A. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1)-year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment (Annex B).
- B. Canada may exercise this option at any time by sending a written notice to the Contractor at least **30 calendar days** before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 7.5 **Authorities**

#### 7.5.1 **Contracting Authority**

A. The Contracting Authority for the Contract is:

> Name: Tania Cantin

Title: A/Procurement Specialist

Position: Procurement and Materiel Management

Address: Transport Canada

330 Sparks Street

Ottawa, ON, K1A 0N5

E-mail: tania.cantin@tc.gc.ca

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

## 7.5.2 Project Authority

A. The Project Authority for the Contract is:

ation to be detailed in the resulting contract
<del></del>

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

## 7.5.3 Contractor's Representative

[Contact infor	mation to be detailed in the resulting contract
Name: Title: Address:	
Telephone: E-mail:	

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Payment

#### 7.7.1 Basis of Payment - Cost reimbursable - Limitation of expenditure

A. 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 (Annex B), to a limitation of expenditure of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

## 7.7.2 Limitation of Expenditure

- A. Canada's total liability to the Contractor under the Contract must not exceed \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. 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:
  - (i) when it is 75% committed; or
  - (ii) 4 months before the contract expiry date; or
  - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work;

whichever comes first.

C 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.

### 7.7.3 Method of Payment – Monthly Payment

- A. 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:
  - (i) 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;
  - (ii) all such documents have been verified by Canada; and
  - (iii) the Work performed has been accepted by Canada.

#### 7.7.4 Electronic Payment of Invoices - Contract

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

#### [List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International):
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

#### 7.7.5 Time Verification

A. Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 7.8 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must be supported by:
  - (i) A copy of time sheets to support the time claimed;
  - (ii) A copy of the invoices, receipts, and vouchers for all direct expenses, and all travel and living expenses; and
  - (iii) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:
  - (i) The original must be forwarded to the address shown on page 1 of the Contract for certification and payment;
  - (ii) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the address shown on page 1 of the Contract; and
  - (iii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Project Authority in its covering e-mail. Invoices claiming Travel and Living costs must be submitted in hard copy in order to provide original receipts, as per Treasury Board regulations.

#### 7.9 Certifications and Additional Information

#### 7.9.1 Compliance

A. 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.

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

A. The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list (https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-

<u>contractors/compliance-assessment.html</u>). The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.10 Applicable Laws

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

### 7.11 Priority of Documents

- A. If there is a discrepancy between the wordings of any of the 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.
  - (i) The Articles of Agreement;
  - (ii) The General Conditions <u>2035</u> (2022-12-01), General Conditions Higher Complexity -Services;
  - (iii) Annex A, Statement of Work;
  - (iv) Annex B, Basis of Payment;
  - (v) Annex C, Security Requirements Check List;
  - (vi) Annex D, Insurance Requirements;
  - (vii) the Contractor's bid dated date to be specified in the resulting contract

## 7.12 Insurance - Specific Requirements

- A. The Contractor must comply with the insurance requirements specified in the Annex titled "Insurance Requirements". 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.
- B. 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.
- C. The Contractor must forward to the Contracting Authority within 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.

#### 7.13 Government Site Regulations

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

## 7.14 Handling of Personal Information

- A. The Contractor acknowledges that Canada is bound by the <u>Privacy Act</u>, R.S., 1985, c. P-21 (<a href="http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html">http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html</a>), with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created, or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of, or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- B. All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

## 7.15 Dispute Resolution

- A. The Parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- B. The Parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other Party or Parties and attempt to resolve problems or differences that may arise.
- C. If the Parties cannot resolve a dispute through consultation and cooperation, the Parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- D. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>" (<u>https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution</u>).

## 7.15.1 Dispute Resolution - Office of the Procurement Ombudsman

A. 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 <a href="mailto:boa.opo@boa-opo.gc.ca">boa.opo@boa-opo.gc.ca</a>, by telephone at 1-866-734-5169, or by web at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>. For more information on OPO's services, please see the <a href="Procurement Ombudsman Regulations">Procurement Ombudsman Regulations</a> (<a href="https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html">https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html</a>) or visit the <a href="https://opo.website">OPO website</a>.

#### **ANNEX A - STATEMENT OF WORK**

## 1.0 Scope

#### 1.1 Title

Mailroom Clerk/Messenger service in the National Capital Region (NCR) for Transport Canada.

#### 1.2 Introduction

Mailroom services within Transport Canada (TC) consists of the careful and confidential handling, sorting and delivering of the Canada Post Mail and other bulk correspondence. Mail items would need to be processed and sorted for internal and external offices within the NCR.

### 1.3 Objectives of the Requirement

TC has a requirement to procure the services of One (1) Driver and three (3) mailroom clerk/messenger including one (1) team lead. The scope of services presently covers about 32 different organizations, located in approximately 25 different buildings in the National Capital Region. These services take place on both a scheduled and unscheduled basis. Variations in the number of organizations serviced may increase or decrease while this contract is in effect.

## 1.4 Background, Assumptions and Specific Scope of the Requirement

TC estimates the following volumes\* of mail are delivered and shipped by TC per month:

- 40 mail bins (or equivalent e.g. mail bins) per month, with a maximum of 4 mail bins per load\*; is equivalent to
- 6,480kg of regular mail per year\*; with an estimated maximum of 7-8 kg per item (bins or boxes). We also receive and \*\*estimated\*\* 8,000 pieces of couriered items per year.

The mailroom sends out over 76,000\* pieces of regular mail a year and an estimated 8,800 couriered items per year pieces of mail annually for clients. Daily volumes of mail to/from and between TC and its portfolio partners are relatively consistent, with some seasonal peaks in volumes due to program requirements such as application periods and mail-outs. Mail-outs and special programs of out-going mail are planned in advance by TC.

These services are divided into two major categories: internal and external. The external service within Transport Canada covers scheduled and unscheduled service to a minimum of 27 drop-off and pick-up locations occupied by Transport Canada within the NCR. The core building is Place de Ville Tower C.

The external service covers other Transport Canada offices and other federal buildings in the National Capital Region. The majority of these deliveries require the use of a driver and vehicle.

\* All volumes provided herein are estimates only for information purposes, based on the best information available to TC. TC does not warrant or guarantee the volume of mail delivery.

# 2.0 Requirements

#### 2.1 Tasks, Activities, Deliverables and Milestones

# 2.1.1 Team Lead will:

- a.) Act as a liaison between the contractor and the TC NCR Mail Services Authority
- b.) Be required to be proficient in both English and French to provide client services.
- c.) Be required to be on site to answer any questions from the mail clerks and make any necessary decisions should it be required.
- d.) Be expected to answer questions from the Records Management Manager or his representative, the Mail Room Coordinator.
- e.) Be expected to provide status updates to the Records Management Manager or his representative, the Mail Room Coordinator.
- f.) Be expected to perform Mail Clerk duties.

## 2.1.2 Mail clerks (The Team Lead duties will include but not limited to) will:

- a.) Acknowledge receipt of mail from private couriers (Purolator, Fedex, etc.) and Canada Post and enter these in the registries system;
- b.) Receive, record all incoming courier/express shipments into Transport Canada's incoming courier tracking system;
- c.) Gather the mail bins that were received, empty the contents, sort the mail and place it in the pigeon holes set up for the various departments;
- d.) The mail sorting stations (Pigeon holes) are located in the Tower C mailroom and all scheduled delivery runs are controlled from this area. Transport Canada utilizes and maintains a unique routing symbol system to identify the various office drop-off and pickup points;
- e.) Scanning of incoming mail (letters or envelopes) at the customer's request. Send the scanned documents by e-mail to the person designated by the group. Practice that could become permanent depending on distance working practices.
- f.) Throughout the day, affix stamps on all the regular, registered and priority mail to be mailed at the end of the day, according to the standards set by Canada Post and/or Transport Canada's methods and/or equivalent;
- g.) Manage all internal postal accounts for Transport Canada in view of recovering the postal costs from the different clients;
- h.) Ship the bulk mail for pre-established sites according to the schedules indicated. The contractor must add address labels required for bulk shipments.
- i.) Move boxes of documents in the course of information management operations (Records office, dormant office, Tower B or C) (max 35 kg per box);
- j.) Sort incoming material from the sorting table;
- k.) Sorting mail received from mail runs;
- I.) Sort internal mail for direct delivery to addresses;

- m.) Sort material from delivery run/pick-up;
- n.) Pick-up and delivery of by-hand and direct items (this priority may change depending on the urgency of the request);
- o.) Pick-up and delivery of boxes;
- p.) Sorting, processing and metering outgoing mail volumes;
- q.) Operate various types of mail equipment including Postage meter, Folder inserter and the x-ray machine;
- r.) Label, insert publications and circular mail into envelopes; and
- s.) Complete various bills of lading for mail and courier shipment.
- t.) Provide service in both official languages (English, French).

# 2.1.3 **Driver Services will:**

- a.) Carry out scheduled daily mail runs, sorting mail items before and after each mail run are critical services. When not involved in these critical scheduled services, the Driver will aid the Mail Clerks in daily operations.
- b.) Provide an uninterrupted and onward transmission of mail between offices and buildings. Eighty percent (80%) of all such mail must be delivered within four hours and hundred percent (100%) within the hours of operation (7:30-5:00pm).
- c.) Insure collection and delivery run to originate and return to mail room Tower C;
- d.) Assist in receiving and processing incoming mail;
- e.) Assist the Mail Clerks in the preparation and dispatch of outgoing mail;
- f.) Ensure that all contents have been removed from Canada Post mailbags and containers;
- g.) Assist with loading dock pickups or deliveries for the Records and Mail Management Division;
- h.) Maintain a clean and secure working environment;
- k.) Operate Transport Canada's inbound shipping system(Send Suite Tracking) and manually and electronically complete various forms such as transmittal slips, courier slips, bills of lading, and operate electronic handhelds (Electronic devices used to obtain electronically the signature of the client acknowledging receipt of the package) to obtain signatures.
- I.) Sorting and delivering of the mail and other bulk correspondence. Bulk deliveries are made to other government and non-government buildings in the NCR while non-bulk deliveries are made to the various floors and sites within core TC buildings located within the NCR. Items may be picked-up at the same time that deliveries are made;

- m.) Provide daily pick-up and delivery of mail between TC Headquarters and other government and non-government buildings within the NCR while non-bulk deliveries are made to the various floors and sites within core TC buildings located within the NCR. Items may be picked-up at the same time that deliveries are made, as set out in the attached Appendix A and as may be adjusted from time to time to reflect the delivery priorities and office locations of TC and its partners;
- n.) Pick-up and/or deliver mail and/or supplies from/to any of TC's or its portfolio partners' locations within the NCR as requested during the hours of work. Pick-up and delivery may include fragile or time sensitive deliveries;
- o.) Required to both manually and electronically complete various forms such as transmittal slips, courier slips, bills of lading and logbooks and operate handheld electronic palm pilots (Electronic devices used to obtain electronically the signature of the person acknowledging receipt of the package) to obtain signatures;
- p.) Provide for each collection and delivery run to originate and return to mail room located at Tower C;

Note: The activities presented above are approximate and subject to change. They are intended to serve only as a guide for tendering purposes.

# 2.2 Specifications and Standards

TC will measure the work completed by the number of mail/packages received correctly in one day versus incorrectly via our receiving program (SendSuite Tracking) or our shipping program (2Ship).

#### 2.3 Technical, Operational and Organizational Environment

The work will be performed in an office Mailroom setting at 330 Sparks street Ottawa, Ontario. All equipment and office materials will be provided to complete every task.

# 2.4 Method and Source of Acceptance

All work performed, and services provided, will be to the satisfaction of and subject to acceptance by the departmental representative, namely, the Manager, Records and Mail Management. The departmental representative may delegate some or all of this authority.

The contractor is responsible for ensuring that any individual assigned is replaced in case of either planned or unplanned absences.

# 2.5 Project Management Control Procedures

Every day the departmental representative will follow progress by monitoring to ensure progressive processing of outgoing mail by Shippers/Mail Processor Services to avoid sudden rushes prior to scheduled deliveries to Canada Post;

Eighty percent (80%) of all such mail must be delivered within four hours and hundred percent (100%) within eight hours;

# 2.6 Change Management Procedures

Changes to procedure will be fully vetted and discussed with the contractor and departmental representative prior to implementation.

#### 3.0 Other Terms and Conditions

#### 3.1 Authorities

All work performed, and services provided, will be to the satisfaction of and subject to acceptance by the departmental representative, namely, the Manager, Records and Mail Management. The departmental representative may delegate some or all of this authority.

# 3.2 TC Obligations

In support of the Contractor's delivery of services, TC will provide the following:

Contact numbers and names for the TC NCR Mail Services Authority (TC's Mailroom Coordinator and Manager, NCR Mail Services); together with contact information for any temporary replacement personnel (in the event of illness or absence);

TC's pick-up and delivery schedule and any amendments to the delivery schedule as updated from time to time by TC:

Transport Canada will supply functional and operational guidance to the contractor in the performance of services, including providing the detailed schedules and operating manuals required for each messenger, messenger/mail processor and driver.

Transport Canada will make available, and maintain, the requisite equipment and materials (except vehicle and any item associated with a vehicle) necessary to provide the service, including:

- a) Sorting, mailing and X-Ray equipment;
- b) Delivery carts for internal use;
- c) Forms, paper and computers.
- d) Bags or appropriate containers for delivery by the Contractor to TC's required locations;
- e) Mail bags and Canada Post mail containers;
- f) Carts for transport of mail within TC's Headquarters; and
- g) Other information as necessary to support timely and accurate service delivery by the Contractor.

Additionally, Transport Canada will provide a workstation commensurate with the needs of the Mailroom employees.

See appendix A for areas requiring access.

# 3.3 Contractor's Obligations

- **3.3.1** The Contractor shall equip its Driver(s) with one (1) commercial vehicle to securely transport the identified volumes and weights of mail/supplies as specified in section 1.4. The Contractor should:
- a. Ensure vehicles used for the delivery of services to TC are clean at all times and in good mechanical order.
- b. Ensure vehicles used for delivery of services can support the maximum number of 4 mail bins per load.
- c. The contractor should have an alternative vehicle available to replace any broken-down vehicle and resume service within one (1) hour from time of break-down with the same type of vehicle or better. TC is expected to be notified of the mechanical issue withing this time frame
- d. Be responsible for all gas, oil, consumables, maintenance, repair, insurance and parking charges and/or tickets relating to this service.
- e. Be responsible for any traffic or parking violations incurred by its Drivers while providing services on behalf of TC.
- f. The Contractor shall provide and ensure all vehicles used in this service are equipped with hand carts or dollies for use by the Contractor's Drivers for pick-ups/deliveries at TC and portfolio partner locations outside of Headquarters. Carts shall be of adequate size and load capacity, in good working order, and provided at no additional charge to the Department.
- g. The Contractor shall equip its Drivers with a working cellular telephone for use in contacting the TC NCR Mail Services Authority. The Contractor shall provide the telephone at no additional charge to the Department. The Contractor shall ensure the TC NCR Mail Services Authority has the correct and valid telephone number for its Drivers at all times.
- **3.3.2** The Contractor will ensure that the Team Lead coordinates the attendance and replacement of personnel during Core Hours.
- **3.3.3** The Contractor will Designate a bilingual Team Lead as the Site Authority for the purposes of liaising with the TC NCR Mail Services Authority and for the provision of these services during Core Hours. The Site Authority must be available and must respond to calls within a one (1) hour period during Core Hours.
- **3.3.4** The Contractor must provide immediate back-up personnel for all leave taken by all its personnel (sick leave, vacation leave, appointments, etc.).

# 3.4 Location of Work, Work site and Delivery Point

The work will take place within the NCR during the hours of 7:30 EST to 5:00 EST (excluding Statutory Holidays observed by the Government of Canada. The core building is Place de Ville Tower C located at 330 Sparks Street Ottawa, Ontario. The external delivery service within Transport Canada covers to a minimum of 27 drop-off and pick-up locations occupied by Transport Canada.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

## 3.5 Language of Work

#### 3.5.1 Mail Clerks and the Driver

Have a working knowledge of, and be able to express oneself verbally, and in writing, in one of the official languages (English or French).

#### 3.5.2 Team Lead

The Team Lead must be fluent at the advanced level in English and French.

#### 3.6 Security Requirements

It is a condition that, prior to performance of any obligation under any contract resulting from this RFP, the Contractor and sub-contractors and their employees assigned to the performance of such contract will be security cleared by the federal government at the Secret Level.

All Contractor resources delivering services to TC shall maintain valid Government of Canada SECRET clearances.

The Contractor shall provide TC with the Security Clearance certificate for each of the resources within 15 days of Contract Award and shall provide proof of on-going validity of the Security Clearance to TC upon request.

#### 3.7 Insurance Requirements

The contractor must have liability insurance (see Annex D of the RFP).

The contractor must respect all municipal bylaws and provincial and federal acts and regulations applicable to the actions that will be taken subject to this contract. The contractor must obtain and pay all related permits, license fees and income taxes. The contractor and its employees must respect all rules and regulations implemented by Transport Canada, including the obligation to be clearly identified in the business' name while carrying out their tasks.

The vehicle shall be insured for operations in the National Capital Region (i.e. provinces of Ontario and Quebec). Proof of valid insurance shall be carried in the vehicle.

## 4.0 Project Schedule

## 4.1 Expected Start and Completion Dates

The services of the Contractor will be required for a period of three (3) years commencing upon contract award of this project with two (2) optional, one (1) year extensions:

- Year 1: From contract award to March 31, 2025
- Year 2: April 01, 2025 to March 31, 2026
- Year 3: April 01, 2026 to March 31, 2027
- Option year 1: April 01, 2027 to March 31, 2028
- Option year 2: April 01, 2028 to March 31, 2029

# 4.2 Schedule and Estimated Level of Effort (Work Breakdown Structure)

See section 2.1 for Mailroom work breakdown. See appendix A for delivery locations.

# 5.0 Required Resources or Types of Roles to be performed

Based on existing operations and workloads, and as discussed in the objectives at section 1.3, the contractor shall prepare a proposal based on providing:

- Three (3) Mail clerks including one (1) Team Lead (see tasks at section 2.1.1)
- One (1) Driver (see tasks at section 2.1.2)

# 6.0 Applicable Documents and Glossary

# 6.1 Applicable Documents

i. The Canada Post Corporation Act
ii. GCPSG-006 (2024) - Access Management Guide Control Access Physical Security Guide - Lead Agency Publication;
Public Safety- Responding to Suspicious Packages - Guidelines

# Appendix A

# GENERAL LIST OF ORGANIZATION SERVICED BY MESSENGER SERVICES

Institution	Building	Location	Area
Canada Post		1424 Sandford Fleming Ave.	Ottawa
Citizenship and Immigration Canada	Phase III Place du Portage	11 Laurier Street	Gatineau, Quebec
Justice Canada		255 Albert Street 7th floor	Ottawa
Justice Canada		275 Sparks street	Ottawa
Transport Canada		275 Sparks street	Ottawa
Privy Council Office		11 Metcalfe Street	Ottawa
Transport Canada		275 Slater Street (Records Office)	Ottawa
Transport Canada		80 Noel Street	Industrial Park (Gatineau, QC)
Transport Canada		333 Laurier Street	Transportation Appeal Tribunal
Transport Canada	Constitutional Square Building	350 Albert Street	Ottawa
Transport Canada		200 Comet Private	Ottawa Airport Area
Transport Canada		1000 Airport Parkway	Ottawa Airport Area
Transport Canada		39 Camelot Street	Ottawa Airport Area
Transport Canada		1451 Coldrey Avenue	Ottawa Airport Area
Transport Canada		1600 Tom Roberts	Ottawa Airport Area
Transport Canada	Minto Plaza	427 Laurier Street 14th-11th floor	Ottawa
Ship Source Oil Pollution fund	Minto Plaza	180 Kent Street	Ottawa
Transport Canada		2655 Lancaster Road	Ottawa
Infrastructure Canada	Mino Plaza	180 Kent 11 <sup>th</sup> floor	Ottawa
Transport Canada		275 Slater 6 <sup>th</sup> floor	Ottawa
Treasury Board K1A Hub Ottawa		90 Elgin	Ottawa
Transport Canada	Esplanade Laurier	300 Laurier Street 15 <sup>th</sup> floor	Ottawa
PWGSC Gatineau		11 Laurier St	Gatineau

#### **ANNEX B - BASIS OF PAYMENT**

- As a minimum, the Bidder must complete this pricing schedule and include it in its financial bid for each of the periods specified below. Fixed unit Price must be all inclusive (in Canadian Dollars) for each of the resource categories identified.
- The volumetric data included in this pricing schedule are provided for bid evaluated price determination
  purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing
  schedule does not represent a commitment by Canada that Canada's future usage of the services
  described in the bid solicitation will be consistent with this data.
- 3. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

# 4. Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked × applicable firm per diem rate) ÷ 7.5 hours Mail Clerk / Driver

- All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Price Table - Year One Contract Period [Award to March 31, 2025]

Classes of Work/ Description	Name of Resource	Unit of/ Measure	Estimated Quantity Per Period	Unit Price	Total Amount
Mail Clerk (s) (Team Lead)		Hour 7.5 hours/day	1410 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1410 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1410 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1410 hours X		
Driver and Vehicle (1)		Hour 7.5 hours/day	1410 hours X		
			Т	otal for Year 1	

Price Table - Year Two Contract Period [April 01 2025 to March 31 2026]

Classes of Work/ Description	Name of Resource	Unit of/ Measure	Estimated Quantity Per Period	Unit Price	Total Amount
Mail Clerk (s) (Team Lead)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Driver and Vehicle (1)		Hour 7.5 hours/day	1860 hours X		
			т	otal for Year 2	

Price Table - Year Three Contract Period [April 01 2026 to March 31 2027]

Classes of Work/ Description	Name of Resource	Unit of/ Measure	Estimated Quantity Per Period	Unit Price	Total Amount
Mail Clerk (s) (Team Lead)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Driver and Vehicle (1)		Hour 7.5 hours/day	1860 hours X		
			Т	otal for Year 3	

Price Table - Option Year One Contract Period [April 01 2027 to March 31 2028]

Classes of Work/ Description	Name of Resource	Unit of/ Measure	Estimated Quantity Per Period	Unit Price	Total Amount
Mail Clerk (s) (Team Lead)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Driver and Vehicle (1)		Hour 7.5 hours/day	1860 hours X		
			Total for	Option Year 1	

Price Table - Option Year Two Contract Period [April 01 2028 to March 31 2029]

Classes of Work/ Description	Name of Resource	Unit of/ Measure	Estimated Quantity Per Period	Unit Price	Total Amount
Mail Clerk (s) (Team Lead)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Mail Clerk (s)		Hour 7.5 hours/day	1860 hours X		
Driver and Vehicle (1)		Hour 7.5 hours/day	1860 hours X		
			Total for	Option Year 2	

EVALUATED PRICE:	\$
	(Total of Year One Contract Period + Year Two Contract Period + Year
	Three Contract Period + Option Year One Contract Period + Option Year
	Two Contract Period)

# **ANNEX C - SECURITY REQUIREMENTS CHECK LIST**

SECURITY REQUIREMENTS CHECK LIST (SRCL)  LISTE DE VERIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)  ART A - CONTRACT INFORMATION / PARTIE à - INFORMATION DOITS ACTIVELLE  ART A - CONTRACT INFORMATION / PARTIE à - INFORMATION DOITS ACTIVELLE  ART A - CONTRACT INFORMATION / PARTIE à - INFORMATION DOITS ACTIVELLE  ART A - CONTRACT INFORMATION / PARTIE à - INFORMATION CONTRACTIVELLE  ART A - CONTRACT INFORMATION / PARTIE à - INFORMATION CONTRACTIVELLE  BARRIAGE DE CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTIVELLE  Brief Description of Work / Brieve description du travail  Metheoron Clerk / Messengens Service in the National Capital Region for Transport Canada  Will the supplier require access to Controlled Goods?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Le fournisseur auru-4 al accès à des marchandises contrôlées?  Non Verical des des des des des des contrôlées des con	■ T ■ Of	overnment			Contract Number / Numéro du cont T8080-240091	rat			
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ART A CONTRACT INFORMATION   PARTIE A: INFORMATION CONTRACTUELLS  (Originating Government Department of Origination of Origina				SECURITY REQUIREMENTS CHECK LIST	T (SRCL)				
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[SIGNATURE PAGE OF ANNEX C TO BE INCLUDED IN THE RESULTING CONTRACT]

#### ANNEX D - INSURANCE REQUIREMENTS

## **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 \$2,000,000 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.
  - I. 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - q. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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

Buyer ID - Id de l'acheteur tania.cantin@tc.gc.ca

# 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 codefend 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.