



REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Dawn.Dormer@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

Proposal to: Treasury Board of Canada Secretariat

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 or attached hereto, the supplies and services listed herein or on any attached sheets at the price(s) set out therefore.

Propositions aux : Secrétariat du Conseil du Trésor du Canada

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

Solicitation No. - N° de l'invitation 24062-23-535	Type - Genre	Update - Mise à jour
Solicitation closes - La demande prend fin at - à 2:00 PM EDST on - le May 23, 2023	TBS File No. - N° de dossier de SCT 24062-23-535	

Date of Solicitation - Date de la demande April 11, 2023	
Address inquiries to - Adresser toute demande de renseignements à : Dawn Dormer, Senior Contracting Officer dawn.dormer@tbs-sct.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 343-542-8102	Facsimile No. N° de télécopieur NA
Special Instructions- Instructions spéciales	

Instructions:
Municipal taxes are not applicable.

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

Instructions:
Les taxes municipales ne s'appliquent pas.

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

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name Address - Nom et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Name / Nom	
Title/ Titre	
Signature : _____	
Date : _____	

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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

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

1.2 SUMMARY

- a. This bid solicitation is being issued to satisfy the requirement of the Treasury Board of Canada Secretariat (the "**Client**") for the provision of a turn-key mail tracking system that register all incoming mail, monitor deliveries, produce barcodes (if required) and capture final delivery data.
- b. It is intended to result in the award of one (1) contract for four (4) years.
- c. Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.
- d. Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in Part 5 – Certifications of the bid solicitation.
- e. There is no security requirement associated with this requirement.
- f. The requirement is subject to the provisions of the Canada Free Trade Agreement (CFTA).
- g. The Federal Contractor's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications, Part 6– Resulting Contract Clauses and the attachment titled "Federal Contractor's Program for Employment Equity – Certification."

1.3 DEBRIEFINGS

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

A de-brief is intended to:

1. Provide the Bidder with feedback on their proposal and the solicitation process;
2. Review the evaluation of the Bidder's proposal and explain where they met or failed to meet the criteria;
3. Identify strengths and weaknesses in the Bidder's proposal to assist them with preparing future proposals.

A de-brief is not an opportunity for the Bidder to debate the evaluation or request a re-evaluation of the proposal.

PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

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

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 SUBMISSION OF BIDS

Responses are to be sent by email to: Dawn Dormer

Contracting Authority:

E-mail: Dawn.Dormer@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

By 2:00 PM (14:00)

On Tuesday May 23, 2023

Time Zone: Eastern Daylight Savings Time (EDST)

2.3 SUBMISSION OF PROPOSAL (BID) BY EMAIL

Bidders must submit their proposal electronically by email. However, all financial information must be presented in a separate attachment from the Technical Response information and each attachment should include the solicitation number. Bidders who submit an e-mail response to the proposal, the following applies:

For email transmission of an electronic version, the only acceptable email is:

Dawn.Dormer@tbs-sct.gc.ca and zzTBSCONT@tbs-sct.gc.ca

The electronic transmission must be received by bid closing date and time as stipulated on page 1 of the RFP and include the solicitation number. For email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid
- file size (TBS's maximum allowable is 15MB)
- delay in transmission or receipt of the bid
- failure of the Bidder to properly identify the bid
- illegibility of the bid; or
- security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

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

2.4 ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Note to Bidders: A bidder may, at its 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 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reasons for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority in accordance with the article entitled "Enquiries – Bid Solicitation". Canada will have the right to accept or reject any or all suggestions.

2.7 BID CHALLENGE AND RECOURSE MECHANISMS

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

*** Canada requests that bidders provide their technical, financial and certification bids in separate sections as follows:

Section I: Technical Bid:

1 soft copy via email to: Dawn.Dormer@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

Section II: Financial Bid:

1 soft copy via email to: Dawn.Dormer@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

Section III: Certification:

1 soft copy via email to: Dawn.Dormer@tbs-sct.gc.ca & zzTBSCONT@tbs-sct.gc.ca

The electronic transmission must be received by bid closing date and time as stipulated on page 6 of the RFP and include the solicitation number. Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid;
- file size (TBS's maximum allowable is 15MB)
- delay in transmission or receipt of the bid;
- failure of the Bidder to properly identify the bid;
- illegibility of the bid; or
- security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

Note to Bidders: FAILURE TO SUBMIT A FINANCIAL PROPOSAL WILL RESULT IN DISQUALIFICATION AND REMOVAL FROM THE BIDDING PROCESS

PRICES MUST APPEAR IN THE FINANCIAL BID ONLY. NO PRICES MUST BE INDICATED IN ANY OTHER SECTION OF THE BID.

A. Format for Bid: Canada requests that bidders follow the format instructions described below in the preparation of their electronic bid :

- i. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii. use a numbering system that corresponds to the bid solicitation;
- iii. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
- iv. Include a table of contents; and
- v. Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf
 - Microsoft Word 97/2000 (.doc)
 - Microsoft Excel 97/2000 (.xls)

B. Submission of Only One Bid:

- i. The submission of more than one bid from members of the same bidding group is not permitted in response to this bid solicitation. If members of a bidding group participate in more than one bid, Canada will set aside all bids received from members of that bidding group.
- ii. For the purposes of this article, “**bidding group**” means all entities (whether those entities include one or more natural persons, corporations, partnerships, limited liability partnerships, etc.) that are related to one another. Regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law, entities are considered “**related**” for the purposes of this bid solicitation if:
 - A. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - B. they are “related persons” or “affiliated persons” according to the *Canada Income Tax Act*;
 - C. 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
 - D. 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. Joint Venture Experience:

- i. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.
- ii. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.
- iii. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the

Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

- iv. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

3.2 Section I: Technical Bid

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

Information to be filled in by the Bidder are left _____(blank) , please fill-in spaces accordingly.

3.3 Section II: Financial Bid

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

At every instance of \$_____ a price MUST be provided.

3.4 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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.

3.5 Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The hardware and integrated solution must be configured as described in the table below:

Line	Mandatory Technical Criteria	Compliant	Supporting Documentation or Statement of Compliance <i>(please indicate where supporting information can be found in your bid)</i>
M1	The software solution must track and register all incoming shipments, routing and delivery information.	Yes or No	
M2	The system must capture additional information including carrier tracking number, sender and recipient information, delivery data and time.	Yes or No	
M3	The system must produce internal delivery labels with barcodes.	Yes or No	
M4	The system must document and/or record damaged goods.	Yes or No	
M5	Users must be able to search and sort items received based on tracking numbers, receiver, sender and date received.	Yes or No	
M6	The system must include functionality to allow for the addition of addresses into the database (approximately 5,000 addresses).	Yes or No	
M7	The system must produce delivery manifests to include recipient name, department, mail route, building, floor and mail stop data with the capacity to sort data according to specific requirements.	Yes or No	
M8	Users must be able to perform a back-up of data on an external memory device.	Yes or No	
M9	The system must have multiple fields available for reporting purposes including the following (M10 to M13):	Yes or No	
M10	Sender: Name of sender, company, read barcode courier tracking number with wedge scanner or have the option to manually enter it (system is to provide a generic tracking number when not available from sender).	Yes or No	
M11	Details: Number of pieces and types: envelopes, boxes, packages etc. System	Yes or No	

	must also be able to register deliveries that have multiple pieces.		
M12	Receiver: Department (multiple departments), name of receiver, location.	Yes or No	
M13	Service requirements: regular or urgent delivery and if there are any special delivery instructions.	Yes or No	
M14	System must produce multiple reports including the following reports (M15 to M17):	Yes or No	
M15	Proof of delivery for both receipt of external mail and internal delivery– single delivery data with captured name, signature, date & time of delivery, and identification of delivery person (messenger for external mail).	Yes or No	
M16	Daily / monthly reports – by Department, by service requirements.	Yes or No	
M17	Outstanding deliveries – any items that have not been confirmed 'delivered'.	Yes or No	
M18	The barcode printers must use direct thermal printing technology.	Yes or No	
M19	The Hardware must have enough memory space to store data for the duration of the lease. (TBS currently receives 19,000 pieces of mail per year)	Yes or No	
M20	The Hardware must be fully operational in a normal office environment at normal room temperature.	Yes or No	
M21	The Hardware must be provided with a user interface of either both English and French or Bilingual format.	Yes or No	
M22	User Manuals for the Hardware must be provided in either both English and French or Bilingual format.	Yes or No	
M23	The Contractor must have a service office in the National Capital Region.	Yes or No	
M24	The Contractor must have a maintenance staff of not less than two (2) technicians that have been trained in the maintenance and repair of the equipment being provided. At least two (2) technicians must be located in the National Capital Region and have one (1) year of experience on maintaining the equipment.	Yes or No	

4.1.2 Financial Evaluation

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

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

4.2 BASIS OF SELECTION – MANDATORY TECHNICAL CRITERIA – LOWEST EVALUATED PRICE

SACC *Manual* Clause [A0031T](#) (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 CERTIFICATIONS REQUIRED WITH THE BID

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Federal Contractors Program for Employment Equity

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

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

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Former Public Servant

Contracts with 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 with FPS, bidders must provide the information required below.

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000.00, including Applicable Taxes.

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

Name of Supplier's Authorized Signatory

Signature of Supplier's Authorized Signatory

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 REQUIREMENT

- a. [] (the Contractor) **(TO BE PROVIDED AT CONTRACT AWARD)** agrees to supply to the Client the services described in the Contract, including the Statement of Work, in accordance with and at the prices set out in the Contract.
- b. **Client(s)**: Under the Contract, the "**Client**" is Treasury Board of Canada Secretariat.
- c. **Reorganization of Client**: The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.
- d. **Defined Term**: Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meaning:
 - i. Any reference to an Identified User is a reference to the Client.
 - ii. "deliverable" or "deliverables" includes all documentation outlined in this Contract
 - iii. "local office" of the Contractor means an office having at least one full time employee that is not a shared resource working at that location.

6.1.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 STATEMENT OF WORK

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

6.3 STANDARD CLAUSES AND CONDITIONS

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

6.3.1 General Conditions

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

6.3.2 Supplemental General Conditions

[4001](#) (2015-04-01), Hardware, Purchase, Lease and Maintenance;
[4003](#) (2010-08-16), Licensed Software; and
[4004](#) (2013-04-25), Maintenance and Support Services for Licensed Software
[4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules apply to and form part of the Contract.

6.4 TERM OF CONTRACT

6.4.1 Period of the Contract

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

The lease of the complete system is for approx. four years.

6.4.2 Delivery

The full system including the hardware, all related accessories and the software required to meet all of the work detailed in Annex A – Statement of Work must be installed and configured by June 1st 2023.

6.5 AUTHORITIES

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

To be inserted at contract award

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

6.5.2 Project Authority

The Project Authority for the Contract is:

To be inserted at Contract award

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

6.5.3 Contractor's Representative

To be inserted at contract award

The duties and responsibilities of the Contractor Representative includes the following:

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 CANADA'S TOTAL RESPONSIBILITY

6.7.1 Limitation of Price

1. Canada's total liability to the Contractor under the Contract inclusive of any revisions, must not exceed the sum of \$72,000.00 Customs duties are excluded, and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work, inclusive of any revisions,whichever comes first.

6.7.2 Basis of Payment

The Contractor will be paid firm monthly rates, as per Annex B – Basis of Payment, for rental and maintenance (covering all parts, labour, preventive and remedial maintenance as per Annex A, Statement of Work) payable each month in arrears. Customs duties are included and Applicable Taxes are extra.

6.7.3 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

6.7.4 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

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

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

6.7.5 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department
SACC Manual clause [C0100C](#) (2010-01-11), Discretionary Audit – Commercial Goods and/or Services
[B1501C](#) (2018-06-21), Electrical Equipment
[B7500C](#) (2006-06-16), Excess Goods
[G1005C](#) (2016-01-28), Insurance
[D0018C](#) (2007-11-30), Delivery and Unloading

6.7.6 Electronic Payment of Invoices – Contract

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

(to be determined at Contract award)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.8 INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed (if required);
 - b. a copy of the release document and any other documents as specified in the Contract (if required);
 - c. a copy of the invoices, receipts, and vouchers for all direct expenses (if required);
 - d. a copy of the monthly progress report (if required).
2. Invoices must be sent electronically via email to: **(to be determined at contract award)**

6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION

6.9.1 Compliance

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

6.10 APPLICABLE LAWS

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

6.11 PRIORITY OF DOCUMENTS

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions:
 - 4001 (2015-04-01) Hardware Purchase Lease and Maintenance; and
 - 4003 (2010-08-16), Licensed Software;
 - 4004 (2013-04-25), Maintenance and Support Services for Licensed Software; and
 - 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions 2035 (2022-12-01), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s)*)

6.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR *OR* FOREIGN CONTRACTOR)

SACC Manual clause A2000C _____ (*insert date*) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause A2001C _____ (*insert date*) Foreign Nationals (Foreign Contractor)

6.13 TERMINATION

Canada may at its option, with two weeks' notice, terminate the use of any installed Hardware, where such termination would take effect at the end of the month following the two weeks notice period subject to the following conditions:

6.13.1 Termination Fees

Where the termination takes place prior to the completion of the applicable Commitment Period, then Canada will pay a fixed Termination Fee. The Contractor may choose to, but is not obliged to, waive or reduce this Termination Fee.

The Termination Fee will be equal to the applicable Adjusted Amount minus the actual amount paid to-date. The Adjusted Amount will be calculated as following:

1. where the original **Commitment Period was 1, 2, 3 or 4 years and the actual period of installation was less than 12 months**, then the Adjusted Amount will be based on the rates associated with a ONE (1) Year Commitment Period multiplied by 12 months; but in no event will the Termination Fee exceed the balance of the Firm Monthly Rate that would have been due had the lease not been terminated;
2. where the original **Commitment Period was 2, 3 or 4 years and where the actual period of installation was less than 24 months**, then the Adjusted Amount will be based on the rates associated with a ONE (1) Year Commitment Period multiplied by the actual number of months that the equipment was installed; but in no event will the Termination Fee exceed the amount that would have been due for 24 months using the Firm Monthly Rate for a TWO (2) Year Commitment Period, or exceed the balance of the Firm Monthly Rate that would have been due had the lease not been terminated.
3. where the **original Commitment Period was 3, 4 or 5 years and where the actual period of installation was less than 36 months**, then the Adjusted Amount will be based on the rates associated with a TWO (2) Year Commitment Period multiplied by the actual number of months that the equipment was installed; but in no event will the Termination Fee exceed the amount that would have been due for 36 months using the Fixed Monthly Rate for a THREE (3) Year Commitment Period, or exceed the balance of the Fixed Monthly Rate that would have been due had the lease not been terminated.
4. where the **original Commitment Period was 4 or 5 years and where the actual period of installation was less than 48 months**, then the Adjusted Amount will be based on the rates associated with a THREE (3) Year Commitment Period multiplied by the actual number of months that the equipment was installed; but in no event will the Termination Fee exceed the amount that would have been due for 48 months using the Fixed Monthly Rate for a FOUR (4) YEAR Commitment Period or exceed the balance of the Fixed Monthly Rate that would have been due had the lease not been terminated.

6.14 LEASE TERMINATION OF HARDWARE DURING EXTENSION PERIODS:

Where an installed Hardware is in an optional lease extension period, Canada may terminate the lease by providing 30 days written notice and no Termination Fees will apply. Where an installed Hardware is in an optional lease extension period and Canada can show documented evidence of excessive downtime or reduction of functionality, the lease may be terminated with a minimum of thirty days' notice and no Termination Fees will apply.

Refer to Annex B, Basis of Payment, for rates used to calculate the Termination Fees.

6.15 INSURANCE

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.16 NO RESPONSIBILITY TO PAY FOR WORK NOT PERFORMED DUE TO CLOSURE OF GOVERNMENT OFFICES

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

6.17 SAFEGUARDING ELECTRONIC MEDIA

- a. Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- b. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

6.18 ACCESS TO CANADA'S PROPERTY AND FACILITIES

Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, Canada may require an adjustment to the Basis of Payment and additional security requirements may apply.

6.19 TRANSITION SERVICES AT END OF CONTRACT PERIOD

The Contractor agrees to execute the transition tasks identified in the Statement of Work, in the period leading up to the end of the Contract Period, and it will make all reasonable efforts to assist Canada in the transition from the Contract to a new contract with another supplier.

6.20 DISPUTE RESOLUTION

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

ANNEX "A"

STATEMENT OF WORK

1.0 TITLE

Treasury Board of Canada Secretariat Mail Tracking System

2.0 OBJECTIVE

The Treasury Board Secretariat of Canada (TBS) has a requirement for the lease of a turn-key mail tracking system that will register all incoming mail, monitor deliveries, produce barcodes (if required) and capture final delivery data.

The requirement is for a four (4) year lease of the full system including the hardware, all related accessories, the software required to meet all of the work detailed below, preventative and remedial maintenance for the hardware, and maintenance and support for the software.

The Contractor will not have access to the Treasury Board Secretariat's network servers and Internet. All hardware and software (i.e. Windows operating system, SQL Server and operational software, Adobe etc.) will be the sole responsibility of the Contractor.

3. SCOPE OF WORK

This contract is for the supply, delivery, integration, installation and maintenance of the hardware and software as well as any training that would be necessary to allow users to access all of the required features of the system.

Included in the scope of work, the Contractor must convert and import data from the existing Neopost (now Quadient) WTS (Web Tracking System) and employee databases with minimal disruption and errors to ensure a smooth transition to the new system.

Consumables required for the hardware must be available for purchase on an as and when requested basis for the duration of the lease as per the Basis of Payment.

The lease term will also include the secure destruction, deletion or overwrite of memory retaining modules and the removal of the hardware at the end of the lease period.

Hardware requirements include:

- i. Two computers as networked workstations (to be connected to an existing network line via Ethernet connection);
- ii. Two barcode printers (one for each station);
- iii. Two wedge scanners (one for each station);
- iv. One small laser printer connected to main system server station (for printing reports, delivery signatures and details, produce delivery sheet when handheld devices not available); and
- v. Ten handheld devices for data capture and barcode scanning inclusive of cradles for handheld devices and all replacement batteries.

4. MANDATORY REQUIREMENTS

The hardware and integrated solution must be configured as described in the table below:

4.1	The software solution must track and register all incoming shipments, routing and delivery information.
4.2	The system must capture additional information including carrier tracking number, sender and recipient information, delivery data and time.
4.3	The system must produce internal delivery labels with barcodes.
4.4	The system must document and/or record damaged goods.
4.5	Users must be able to search and sort items received based on tracking numbers, receiver, sender and date received.
4.6	The system must include functionality to allow for the addition of addresses into the database (approximately 5,000 addresses).
4.7	The system must produce delivery manifests to include recipient name, department, mail route, building, floor and mail stop data with the capacity to sort data according to specific requirements.
4.8	Users must be able to perform a back-up of data on an external memory device.
4.9	The system must have multiple fields available for reporting purposes including the following (A1.10 to A1.13):
4.10	Sender: Name of sender, company, read barcode courier tracking number with wedge scanner or have the option to manually enter it (system is to provide a generic tracking number when not available from sender).
4.11	Details: Number of pieces and types: envelopes, boxes, packages etc. System must also be able to register deliveries that have multiple pieces.
4.12	Receiver: Department (multiple departments), name of receiver, location.
4.13	Service requirements: regular or urgent delivery and if there are any special delivery instructions.
4.14	System must produce multiple reports including the following reports (A1.15 to A1.17):
4.15	Proof of delivery for both receipt of external mail and internal delivery– single delivery data with captured name, signature, date & time of delivery, and identification of delivery person (messenger for external mail).
4.16	Daily / monthly reports – by Department, by service requirements.
4.17	Outstanding deliveries – any items that have not been confirmed 'delivered'.
4.18	The barcode printers must use direct thermal printing technology.
4.19	The Hardware must have enough memory space to store data for the duration of the lease. (TBS currently receives 19,000 pieces of mail per year)
4.20	The Hardware must be fully operational in a normal office environment at normal room temperature.
4.21	The Hardware must be provided with a user interface of either both English and French or Bilingual format.
4.22	User Manuals for the Hardware must be provided in either both English and French or Bilingual format.

5. TRAINING

The Contractor must provide a minimum of eight (8) hours of user and/or Key Operator training to allow the TBS' employees to efficiently and effectively operate the equipment, at no extra cost.

Any required training facilities or space will be provided by TBS. If required, TBS may engage the Contractor to provide additional or more in-depth training.

6. CONSUMABLES CONTAINER RECYCLING PROGRAM

The Contractor must currently promote recycling through an established and ongoing consumables container recycling program as per the following:

Where consumables containers cannot be recycled through local 'blue box' recycling programs, the Contractor must provide its own consumables recycling program by either:

- a. Providing prepaid, postage return packaging with the consumable when it is originally delivered; or
- b. Postage available for download from the manufacturer's website; or
- c. Picking up used consumables containers at no charge.

7. LANGUAGE OF WORK

The work must be conducted in English.

8. TRAVEL REQUIREMENTS

There are no travel requirements associated with this work.

9. LOCATION OF WORK

The system must be delivered and installed at:

Treasury Board of Canada Secretariat
Mail and Messenger Services Units
Levels 01 and 00
90 Elgin Street
Ottawa, ON K1A 0R5

10.0 SECURITY REQUIREMENTS

There is no Security requirement associated with this work.

11. DELETED

12.0 REPORTING AND COMMUNICATION

In addition to the timely submission of all deliverables and fulfillment of obligations specified within the Contract, it is the responsibility of any resource working on this requirement to facilitate and maintain regular communication with the Project Authority. Status updates, verbal or written, may be requested by the Project Authority over the course of the contract. Communication is defined as all reasonable effort to inform all parties of plans, decisions, proposed approaches, implementation, and results of work, to ensure that the project is progressing well and in accordance with expectations. Communication may include phone calls; electronic mail; teleconference/ video meetings. In addition, the resources are to immediately notify the Project Authority of any issues, problems or areas of concern in relation to any work completed under the contract as they arise.

13. MAINTENANCE SERVICES

The Principal Period of Maintenance (PPM) is defined as the consecutive hour period per day between the hours of 08:00 to 17:00 (local time) Monday through Friday, excluding statutory holidays.

The Supplier must provide the following level of support in the event of equipment malfunction:

- a) 1 hour to respond to a service call back;
- b) 2 hours from time of service call to have a technician at the print site if required; and
- c) 8 hours to resolve problem or provide replacement parts or equipment allowing Treasury Board to continue operations at minimum 80% capacity, except on written agreement by the Identified User.

The system **will not** be connected to the Internet and would require a service technician to be onsite to resolve any technical or hardware issues. Technicians will be escorted by a representative of TBS at all times.

In addition to and notwithstanding 4001 (2015-04-01) Supplemental General Conditions Hardware Purchase, Lease and Maintenance the following articles apply to the Contract:

13.1 Description of Services

Maintenance service provided must be such that the supplied equipment is kept in good working condition at all times. Maintenance services will be provided in support of the installed, effective from the date of installation. The responsibility for maintaining the equipment in good working condition rests with the Contractor.

13.2 Preventive Maintenance

On-site preventive maintenance (required to inspect, lubricate and adjust the equipment) must be performed during the Principal Period of Maintenance (PPM) as defined in Article 13.7.1. This service must be performed in accordance with the OEM specifications or as otherwise agreed between the Identified User and the Contractor. The cost of this maintenance is included in the Base Firm Monthly Rate (FMR) associated with any printer/copier including any leased additional equipment. The Contractor must keep a log of all preventive maintenance performed for each printer/copier and ensure that it is available to the Contracting Authority and/or the Administrative Authority.

13.3 Remedial Maintenance

The Contractor must provide, in addition to the above described on-site preventive maintenance service, on-call remedial maintenance service, the cost of which is included in the Base FMR associated with the equipment provided.

Remedial maintenance or emergency repair service on any printer/copier including replacement of unserviceable parts and labour, on-site during the PPM, must be completed within the limits required by Article 13.7.2 Service Response Time.

13.4 Replacement Parts

All parts supplied by the Contractor in performing the maintenance services must be new or of substantially equal quality. The provision of parts for maintaining the proposed equipment is the responsibility of the Contractor, and must be provided within twenty-four (24) hours. With the exception of any hard drives or other data retaining modules, removed parts of any leased equipment will become the property of the Contractor. Software items must be to the latest version released, unless otherwise specified, and will be provided with the normal Manufacturer's warranty and customer support.

13.5 Qualified Personnel

13.5.1 All service personnel must be trained and certified by the manufacturer to perform work on any equipment for which they provide service.

13.5.2 Contractor's personnel must be escorted by a commissionaire or a Treasury Board Secretariat employee at all times while on site.

13.5.3 The Contractor must ensure that all personnel assigned have knowledge of the terms and conditions of any resulting Contract and must certify compliance with the level of service required.

13.5.4 The Contractor must have a service office in the National Capital Region.

13.5.5 The Contractor must have a maintenance staff of not less than two (2) technicians that have been trained in the maintenance and repair of the equipment being provided. At least two (2) technicians must be located in the National Capital Region and have one year experience on maintaining the equipment.

13.5.6 The Contractor must have and provide an escalation plan and the names and contact information of personnel of the appropriate levels in the organization in order to provide additional support to those technicians assigned to the TBS accounts for difficult to diagnose or intermittent failures.

13.5.7 The Contractor must assign a person at a managerial level to the account to oversee problems.

13.5.8 The Contractor must provide details describing their technical support structure hierarchy.

13.6 Level of Service

The Contractor warrants and guarantees that the equipment furnished under any resulting Contract will perform at the contracted average monthly volume with the loss of service of not more than an aggregate equivalent of eight (8) normal working hours per month consisting of twenty (20) eight (8) hour days, due to either breakdown or preventive maintenance. This will ensure 95% availability in a normal user month. In those instances where the client employs the equipment for longer working days, 95% availability must still be met.

Such aggregate downtime is to commence at the time of notifying the Contractor in the case of a problem or at start of shutdown in the case of preventive maintenance and is to end when service is restored. Where the user requests, receives and pays for overtime servicing, such hours will be excluded. Individual cases involving loss of service in excess of the above norm in any one month, leading to serious disruption of work, shall be brought to the attention of the PSPC Contracting Authority and the Contractor shall take necessary steps to rectify the situation. In the event that the Contractor does not respond to the satisfaction of the user within two (2) weeks from the date the excessive downtime commenced, the Contractor shall be deemed in default and the Minister will have the right to the Remedies described in Article 13.9 Remedies Following Unacceptable Levels of Services.

The Contractor will be informed by the client of requirements exceeding normal working hours. The Contractor shall have the capability of providing after hours service either on an on-call or an on-site basis for the duration of the Contract. Arrangements for this service shall be made in writing for each requirement or group of requirements and while the rates shall not exceed those detailed in Annex B, the actual arrangements fall outside of the scope of this agreement.

13.7 Service Response Time During the Principal Period of Maintenance

13.7.1 The Principal Period of Maintenance (PPM) is defined as the consecutive hour period per day between the hours of 08:00 to 17:00 (local time) Monday through Friday, excluding statutory holidays.

13.7.2 Service Response Time

The Supplier must provide the following level of support in the event of equipment malfunction: (a) 1 hour to respond to a service call back; (b) 2 hours from time of service call to have a technician at the print site if required; and (c) 8 hours to resolve problem or provide replacement parts or equipment allowing TBS to continue operations at minimum 80% capacity, except on written agreement by the Identified User.

Service Response Time measurements do not include Saturdays, Sundays or statutory holidays. Response time is calculated from the time the Contractor has been notified by the Identified User to the arrival of the contractor's maintenance personnel on site. When the Total Unscheduled Equipment Outage (as per the definition in Article 13.9.3 exceeds two (2) hours, the client may claim a Remedy as described in Article 13.9.

13.7.3 Upon commencing any maintenance services, the Contractor must work continuously in performing the maintenance until the Hardware being serviced is operative or until the client notifies the Contractor to suspend work.

13.7.4 If after arrival by the Contractor's maintenance personnel on-site, it is determined that the Contractor cannot repair the defective equipment within one (1) working day and the equipment is inoperable, the Contractor must provide loaner parts or equipment to permit the client to provide an equal or better level of service while the equipment being repaired, at no charge, within twenty-four (24) hours of such determination by the Contractor's maintenance personnel. The client will keep the loaner equipment until the original defective equipment is repaired and returned in working condition.

13.8 Maintenance History Report

In addition to the information required for the Hardware Maintenance Service report, of supplemental general conditions 4001, article 7 of Part V, the following information is required:

- (a) Contract number
- (b) Total down time

Copies of these reports must be made available to the Project Authority and the Contracting Authority within thirty (30) days of request.

13.9 Remedies Following Unacceptable Levels of Service

13.9.1 General

To ensure a continuing acceptable level of service for the client's workload, the Contractor agrees that Canada may exercise the following remedial actions.

The failure of Canada to exercise any or all of the following remedies does not mean that the service received conforms with the applicable mandatory requirements, nor will that failure lower the level of service acceptable for any portion of the Contract.

The Contractor will not be responsible for any deficiencies arising from any use of the equipment by the client that is inconsistent with practices or procedures published by the OEM or any other procedure previously published by the Contractor and accepted by the client.

It is not the intention of Canada to enforce the following remedies for situations resulting from acts of God, civil insurrection, or in general, factors beyond the reasonable control of the Contractor. Application of any of the remedies detailed below in one or more instances shall not prevent Canada from terminating for default in any instance of nonconformity with the terms of the Contract. The application of any remedy shall not result in any increase in liability to Canada.

13.9.2 Process to Claim Remedy

The client must claim the applicable of any remedy, in writing, within 30 days from the time that the failure resulting in the application of the remedy could reasonably be noted by the Identified User.

Any such claim for a remedy must include reasonable documentation to support such claim.

Where the application of any remedy results in a financial benefit in favour of Canada, then such financial benefit must be applied as a credit to the applicable invoice for the billing period following the billing period in which the claim was received by the Contractor.

Where the application of any remedy results in the requirement of the Contractor to replace parts of modular equipment, then such replacement equipment must be installed within 24 hours of receipt of the claim, by the Contractor. Should it be required that the Contractor replace the print system or print systems, as within the context of the Total Satisfaction Guarantee, the replacement equipment will be installed within two weeks of a request, unless a written extension is given by the client.

Where the application of any remedy results in the requirement of the Contractor to provide additional reports or other documentation, then such reports or other written documentation must be provided within 30 days of receipt of the claim, by the Contractor.

13.9.3 Definitions

"Remedial Equipment Failure" means any equipment malfunction that requires remedial maintenance to be provided by the Contractor in order to make the equipment operational.

"Unscheduled Equipment Outage" means the period of time that equipment is unavailable to the client where such unavailability is caused by a Remedial Equipment Failure such period must commence when the Contractor is informed of the Remedial Equipment Failure in accordance with the Contract.

13.9.4 Actual Remedies

13.9.4.1 Excessive Equipment Failure

In the event any of the Hardware supplied has 3 or more Remedial Equipment Failures in a 30 day period, then the Contractor must replace such Hardware with same or like equipment, if requested by the client. The replacement equipment shall be installed within two weeks of a request, unless a written extension is given by the client.

13.9.4.2 Failure to Repair Equipment

In the event that any single Unscheduled Equipment Outage exceeds 48 hours then the Contractor must replace the equipment.

13.9.4.3 Excessive Outage

In the event that the Total Unscheduled Equipment Outage exceeds four (4) hours during the PPM, in any given call, for either print system, the charges associated with that system shall be reduced in accordance with the following formula:

$(TUEO/8) \times .1 \times \text{Total FMR} + \text{Fixed Monthly Service Rate}$; where TUEO is the Total Unscheduled Equipment Outage in hours during the PPM within the applicable month. This remedy must not exceed 2 times the Total FMR for any given monthly period.

13.9.4.4 Failure to Respond to Remedial Equipment Failures

In the event that the Contractor fails to provide trained technicians to undertake remedial maintenance, within the response times specified in the Contract, in more than 10% of occurrences measured over a 30 day period of the number of times such services were required in accordance with the individual Contract; then, the Contractor must provide a Remedial Action Plan to the client to identify what steps will be taken by the Contractor to remedy the situation. In the event that the client is unable to negotiate a suitable course of action with the Contractor, the Contracting Authority will determine if there is cause for Termination for Default.

13.10 Service Outside of the PPM

The Contractor must be available to provide service outside of the PPM from time to time as requested by TBS. Service performed outside of the PPM will be paid the hourly rate in accordance with Annex B. No service is to be provided outside of the PPM without the prior approval of the Project Authority.

ANNEX "B" -Basis of Payment

B1. COMPUTER NETWORKED WORKSTATIONS

For the lease, delivery, configuration, installation and maintenance of two Computer Networked Workstations as per Annex A – Statement of Work, including all required software to allow for a networked digital workflow environment, and including up to eight hours of training on the complete mail tracking system, the Contractor will be paid the following firm rates:

Two Computer Networked Workstations: _____ (insert device/model)

		FIRM MONTHLY RATES (FMR) For BOTH Workstations			
Equipment Offered List all added optional equipment required for the Workstations to meet the specifications as detailed in Annex A.	Part Number	12 Months (for Termination Purposes only)	24 Months (for Termination Purposes only)	36 Months (for Termination Purposes only)	48 Months (for Termination Purposes only)
Base Unit Model Name:		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$

B2. BARCODE PRINTERS

For the lease, delivery, configuration and installation of **two (2) Barcode Printers** (one for each workstation), including all required ancillary equipment, the Contractor will be paid the following firm rates:

Two Barcode Printers _____ (insert device/model)

		FIRM MONTHLY RATES (FMR) For BOTH Barcode Printers			
Equipment Offered List all added optional equipment and ancillary cables, etc. required for the Barcode Printers to meet the specifications as detailed in Annex A.	Part Number	12 Months (for Termination Purposes only)	24 Months (for Termination Purposes only)	36 Months (for Termination Purposes only)	48 Months (for Termination Purposes only)
Base Unit Model Name:		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$

B3. WEDGE SCANNERS

For the lease, delivery, configuration and installation of **two (2) Wedge Scanners** (one for each workstation), including all required ancillary equipment, the Contractor will be paid the following firm rates:

Two Wedge Scanners _____ (insert device/model)

		FIRM MONTHLY RATES (FMR) For BOTH Wedge Scanners			
Equipment Offered List all added optional equipment and ancillary cables, etc required for the Wedge Scanners to meet the specifications as detailed in Annex A.	Part Number	12 Months (for Termination Purposes only)	24 Months (for Termination Purposes only)	36 Months (for Termination Purposes only)	48 Months (for Termination Purposes only)
Base Unit Model Name:		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$

B4. LASER PRINTER

For the lease, delivery, configuration and installation of **one (1) Laser Printer** including all required ancillary equipment, cables etc., the Contractor will be paid the following firm rates:

One Laser Printer _____ (insert device/model)

		FIRM MONTHLY RATES (FMR)			
Equipment Offered List all added optional equipment and ancillary cables, etc required for the Laser Printer to meet the specifications as detailed in Annex A.	Part Number	12 Months (for Termination Purposes only)	24 Months (for Termination Purposes only)	36 Months (for Termination Purposes only)	48 Months (for Termination Purposes only)
Base Unit Model Name: _____		\$	\$	\$	\$
_____		\$	\$	\$	\$
_____		\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$

B5. HANDHELD DEVICES

For the lease, delivery, configuration and installation of **ten (10) Handheld Devices**, including all required ancillary equipment, software etc. the Contractor will be paid the following firm rates:

Ten Handheld Devices _____ (insert device/model)

		FIRM MONTHLY RATES (FMR) For ALL 10 Handheld Devices			
Equipment Offered List all added optional equipment and ancillary cables, etc required for the Handheld Devices to meet the specifications as detailed in Annex A.	Part Number	12 Months (for Termination Purposes only)	24 Months (for Termination Purposes only)	36 Months (for Termination Purposes only)	48 Months (for Termination Purposes only)
Base Unit Model Name: _____		\$	\$	\$	\$
_____		\$	\$	\$	\$
_____		\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$

B6. OPTIONAL HANDHELD DEVICES

For the lease, delivery, configuration and installation of any additional **Handheld Devices** required throughout the Contract period, including all required ancillary equipment, software etc., the Contractor will be paid the following firm rates:

Additional Optional Handheld Devices _____ *(insert device/model)*

		FIRM MONTHLY RATES (FMR) For each Handheld Device			
Equipment Offered List all added optional equipment and ancillary cables, etc required for the Handheld Devices to meet the specifications as detailed in Annex A.	Part Number	12 Months (for Termination Purposes only)	24 Months (for Termination Purposes only)	36 Months (for Termination Purposes only)	48 Months (for Termination Purposes only)
Base Unit Model Name:		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL FMR		\$	\$	\$	\$

B7. SERVICE OUTSIDE OF THE PPM

For urgent repairs and service provided outside of the PPM, the contractor will be paid the following firm hourly rates:

1 st Hour	\$
2 nd and 3 rd Hour	\$
4 th and 5 th Hour	\$
6+ Hours	\$

B8. CONSUMABLES

Consumables required for the hardware must be available for purchase on an as and when requested basis for the duration of the lease.

		FIRM PRICE			
Required Consumables List all consumables	Part Number	Year 1	Year 2	Year 3	Year 4
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$

Note: The rates proposed for each lease period must be lower than that of the preceding shorter lease period. For example, the 48 month FMR must be lower than the 36 month FMR.

ANNEX “C” – Evaluation and Basis of Selection

C1. TECHNICAL EVALUATION

Bidders must submit a complete the Mandatory Technical Criteria found at under Part 4 –Evaluation Procedures and Basis of Section, article 4.1.1.1.

Bidders must PASS all mandatory technical specification requirements listed in 4.1.1.1 in order to be considered further during the evaluation stage.

The proposed equipment must also pass the Compatibility Testing requirements specified at Annex D.

C2. FINANCIAL EVALUATION

Bidders must submit a completed Annex B.

Each lease period specified in Annex B is multiplied by the factor (%) noted. While Canada aims to issue a contract with a 48 month lease period, Canada reserves the right to issue the contract for a shorter lease period if the rate for the shorter lease period is more financially advantageous than the 48 month lease period.

The “**Total Evaluated Price**” will be the sum of the following:

Two Computer Networked Workstations	Evaluated Price
FMR 12 Months × 12 months × 0.05	
FMR 24 Months × 24 months × 0.10	
FMR 36 Months × 36 months × 0.10	
FMR 48 Months × 48 months × 0.60	
Barcode Printers	
FMR 12 Months × 12 months × 0.05	
FMR 24 Months × 24 months × 0.10	
FMR 36 Months × 36 months × 0.10	
FMR 48 Months × 48 months × 0.60	
Wedge Scanners	
FMR 12 Months × 12 months × 0.05	
FMR 24 Months × 24 months × 0.10	
FMR 36 Months × 36 months × 0.10	
FMR 48 Months × 48 months × 0.60	
Laser Printer	
FMR 12 Months × 12 months × 0.05	
FMR 24 Months × 24 months × 0.10	
FMR 36 Months × 36 months × 0.10	
FMR 48 Months × 48 months × 0.60	
Handheld Devices	
FMR 12 Months × 12 months × 0.05	
FMR 24 Months × 24 months × 0.10	
FMR 36 Months × 36 months × 0.10	

FMR 48 Months × 48 months × 0.60	
Optional Handheld Devices	
FMR 12 Months × 12 months × 0.05	
FMR 24 Months × 24 months × 0.10	
FMR 36 Months × 36 months × 0.10	
FMR 48 Months × 48 months × 0.60	

TOTAL EVALUATED PRICE = \$ _____

C3. BASIS OF SELECTION

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

ANNEX "D" - Compliance and Compatibility Testing

At the request of Canada, the Bidder offering the lowest priced technically compliant products must supply the complete system required for a compatibility sub-test, prior to the award of Contract, to determine whether the ordered Product(s) will meet Treasury Board Secretariat's (TBS) compatibility requirements.

To complete these tests, the bidder must make the hardware available for testing in the National Capital Region of Canada either at the bidder's site or at an existing installation site in a different client's environment within 3 days of notification of such test by PSPC.

Compliance Test Results

Failure of the proposed equipment to meet the technical specifications of the RFP and any subsequent clarifications thereto may result in elimination of the equipment without further consideration.

In the event that the equipment does not function in accordance with the technical requirements of the RFP, it will be eliminated from future consideration and the next lowest value evaluated proposal will be called for testing.

Compatibility Test Results

Notwithstanding compliance to the specification defined herein, the equipment offered may still be rendered non-compliant at the Compatibility testing if the equipment is not able to function in the TBS environment with TBS's systems and applications. TBS will demonstrate any fault that eliminates the equipment from consideration.

If the testing indicates that some upgrades/changes (for example, to the drivers or firmware) are required, Canada will work with the Bidder to resolve these issues, provided they are reasonable within a reasonable period.

ANNEX E

BID SUBMISSION FORM		
Bidder's full legal name		
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Email	
Bidder's Procurement Business Number (PBN) [see the Standard Instructions 2003] [Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]		
Jurisdiction of Contract: Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Former Public Servants See the Article in Part 2 of the bid solicitation entitled Former Public Servant for a definition of "Former Public Servant".	Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	
	Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____ If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"	

<p>Security Clearance Level of Bidder [include both the level and the date it was granted]</p> <p>[Note to Bidders: Please ensure that the security clearance matches the legal name of the Bidder. If it does not, the security clearance is not valid for the Bidder.]</p>		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 		
<p>Signature of Authorized Representative of Bidder</p>		