



CANADA POST CORPORATION

July 4, 2022

Request for Quotation # TSCT221896 for Regional Truck-Load Adhoc Highway Services – MANITOBA 2022

Adhoc Services are defined as Full Truckload (FTL) On-Demand Highway Services from the Corporation's ("Canada Post") facilities located in Winnipeg & Brandon (MB) to various western destinations as further described in Attachment #1 – Schedule A – Truck-load Adhoc Highway Services for Manitoba.

The duration of this requirement will be for a period of **12 months** from **October 1, 2022 to September 30, 2023**. Canada Post may award an Agreement to various suppliers based on the supplier selection process described in Section 2 - Evaluation Process, of this RFQ.

Included in Attachment #3 is a sample agreement using the Corporation's Standard Terms and Conditions. The nature of the response to this RFQ or identification of additional needs by the Corporation may require additional provisions to be addressed in the formal contract.

You are hereby invited to submit a Pricing Proposal in accordance with this Request for Quote.

1.0 GENERAL INFORMATION

1.1 Submissions Requirements

Proposers must complete and sign Pricing Sheet(s) and must submit their Pricing Proposal as an attachment in **.pdf** format by email no later than **August 3, 2022 at 14:00 Eastern Time** (Closing Date and Time) to the following email address:

Attention: Tender Control
Email: : tender.control@canadapost.ca

Pricing Proposals will not be accepted after the Closing Date and Time; it is therefore recommended to submit pricing proposals well in advance of the closing time to avoid missing the cut-off of the Closing Date and Time.

It is the responsibility of the Proposers to ensure that the email submissions are received by Canada Post before the Closing Date and Time. Canada Post will not be responsible for any undeliverable email submissions.

1.2 RFQ Clarifications

It is the responsibility of the Proposer to seek clarification on any matter it considers to be unclear in this RFQ, including any attachments. Canada Post will not be responsible for any misunderstanding on the part of the Proposer concerning this RFQ, the RFQ process or the attachments.

Requests for clarification are to be submitted via email no later than **July 29, 2022** to the Contracting Authority at the following address:

Attention: Cherry Tandyen, Sourcing Management
Email: cherry.tandyen@canadapost.ca

1.3 Response to Proposers' Questions

The Corporation's responses to the questions submitted by email will be provided or made available via email to all who requested or received the RFQ, without identifying the source of the question. The Proposer is responsible to review all answers to questions that have been emailed. Canada Post will not be responsible for any undeliverable emails sent to the Proposers. The answers to questions are not considered addenda to the RFQ.

1.4 Canada Post's Right to Amend, Supplement or Cancel the RFQ

Canada Post without liability, cost or penalty, may in its sole discretion:

- a) Alter any dates in the RFQ, as they relate to the RFQ process, at any time prior to or after the **Closing Date and Time**;
- b) Cancel this RFQ at any time, whether prior to or after the **Closing Date and Time**, and Canada Post may, but need not, in its sole discretion, issue a new RFQ;
- c) Amend or supplement this RFQ at any time prior to the **Closing Date and Time**.

1.5 The Corporation's Right to Waive Irregularities

The Corporation, without liability, cost or penalty, may, in its sole discretion, waive irregularities in Pricing Proposals or in the submission of Pricing Proposals.

This RFQ contains the requirements that must be substantially complied with by each Proposer in order for the Proposer's Pricing Proposal to receive consideration. If, in the sole discretion of the Corporation, the Pricing Proposal does not substantially comply with each of the requirements, the Pricing Proposal shall be disqualified and the Corporation shall not give the Pricing Proposal any further consideration. For the purpose of this RFQ "substantial compliance" with a requirement set out herein means compliance with the material components of the requirement with only very minor irregularities.

1.6 Amending and/or Withdrawing a Pricing Proposal by the Proposer

A Proposer that submits a Pricing Proposal to Canada Post may amend its Pricing Proposal only by submitting the Amended Pricing Proposal to Canada Post at the location identified in Section 1.1 prior to the **Closing Date and Time**. The last Pricing Proposal received by Canada Post by the **Closing Date and Time**, shall supersede and invalidate any Pricing Proposal previously submitted by the Proposer.

A Proposer that submits a Pricing Proposal to Canada Post may withdraw its Pricing Proposal before the **Closing Date and Time**, by advising the Contracting Authority identified in Section 1.2 in writing or by email.

1.7 The Corporation's Right to Clarify Pricing Proposals and Perform Due Diligence

The Corporation, through the Contracting Authority, without liability, cost or penalty, may, in its sole discretion and at any time after Pricing Proposal submission, seek clarification from any Proposer, either in writing or during any oral presentation, demonstration or site visit as deemed necessary by the Corporation, with respect to the Proposer's Pricing Proposal.

Any written information received by the Corporation from a Proposer in response to a request for clarification from the Corporation will be considered as an integral part of the Proposer's Pricing Proposal.

1.8 The Corporation's Right to Split or Divide the Total Requirement

The Corporation reserves the right to accept a Pricing Proposal in whole or in part, and to split or divide the total requirement among Proposers at the sole discretion of the Corporation.

1.9 No Obligation to Purchase

Nothing in this RFQ, receipt by Canada Post of a response to this RFQ, or subsequent negotiations by Canada Post of terms of a contract to supply, shall in any way impose a legal obligation on Canada Post to make any purchases from any Proposer.

1.10 Confidentiality

All information regarding the terms and conditions, financial and/or technical aspects of the Proposer's offer, that in the Proposer's opinion, are of a proprietary or confidential nature should be clearly marked "PROPRIETARY" or "CONFIDENTIAL" at each relevant item or page or in a statement covering the entire offer(s).

Canada Post or any third party acting on behalf of Canada Post will treat such information as confidential, unless disclosure is required pursuant to any legislative or other legal requirement or any order of a court or other tribunal having jurisdiction.

2.0 EVALUATION PROCESS

2.1 Evaluation and Selection Process

The evaluation will be comprised of the following stages:

- Stage 1: Review of Mandatory Requirements
- Stage 2: Evaluation of Pricing Proposal
- Stage 3: Overall Ranking and Final Selection

The process, evaluation and selection guidelines relating to each stage of the evaluation and selection process are described below.

Stage 1: Review of Mandatory Requirements

The Corporation will review each submitted Proposal for compliance with the Mandatory Requirements. Subject to the paragraph immediately following, Proposals that do not comply

with the Mandatory Requirements will be eliminated from further consideration in the evaluation process and will not proceed to Stage 2 of the Evaluation and Selection Process.

Pricing Proposals that fail to comply with a Mandatory Requirement that, in the Corporation's sole determination, are due to clerical or administrative error or oversight may be deemed compliant with the Mandatory Requirement if the Proposer acknowledges the error or oversight and takes corrective action in writing within 24 hours of the Corporation giving notice of the same. For clarity, this provision will only apply to clerical or administrative errors or oversights made or omitted by a Proposer in responding to Mandatory Requirements and will under no circumstance be construed in such a manner as to extend to the affected Proposer any opportunity to amend, update, adjust, enhance or correct its Proposal in respect of Pricing or any Rated Requirement.

Stage 2: Evaluation of Pricing Proposal

Each Proposal that proceeds from Stage 1 to Stage 2 will be evaluated and ranked (i.e. 1, 2, 3, etc.) based on lowest cost trip rate per section/lane to the highest cost trip rate per section/lane.

Stage 3: Overall Ranking and Final Selection

The Corporation intends on awarding multiple Agreements as a result of this RFQ. Each selected Proposer will be advised by the Corporation as to its ranking as determined in Stage 2.

For each Proposer that receives a ranking (i.e. 1, 2, 3, etc.) for a particular Service/lane, the Service shall be deemed to be an "ad hoc service", meaning that the Corporation may request such Service(s) based on an established "call list", and the call list will be determined based upon the Proposer ranking established in Stage 2.

The Corporation may in its sole discretion, adjust the Proposer ranking based upon a supplier's performance during the term of the Agreement.

3.0 REQUIREMENTS

3.1 Mandatory Requirements

3.1.1 SIGNED OFFER TO SUPPLY

A representative of the Proposer, who is legally authorized to enter into a contractual relationship in the name of the Proposer, must sign and submit the attached Schedule B (the "Proposer's Pricing Proposal"). By submitting a signed Schedule B, the Proposer agrees to comply with the Mandatory Requirements below.

3.1.2 PRICING PROPOSAL IRREVOCABLE BY PROPOSER

Subject to the Proposer's right to withdraw a Pricing Proposal prior to the **Closing Date and Time** as described in Section 1.6, Pricing Proposals **must** be irrevocable by the Proposer and remain in effect and open for acceptance by Canada Post for **90** calendar days following the **Closing Date and Time** (Validity Period).

3.1.3 CONFIDENTIAL INFORMATION

The Proposer agrees that all Canada Post Confidential Information is the property of Canada Post and the Proposer must:

- (a) Hold Canada Post Confidential Information in confidence;
- (b) Use Canada Post Confidential Information only for the purpose of replying to this RFQ and fulfilling its obligations under the contract;
- (c) Not disclose Canada Post Confidential Information without prior written authorization from Canada Post;
- (d) Disclose this information to sub-contractors only after the sub-contractor has agreed to these restrictions with respect to disclosure and use of this information and has acknowledged same to the Proposer in writing; and
- (e) Upon request, return Canada Post Confidential Information to Canada Post within 10 calendar days.

3.1.4 PREVIOUSLY SUBMITTED INFORMATION

Proposers' responses to this RFQ **must** be stand-alone documents, complete and integral in its own right, containing everything necessary to allow Canada Post to evaluate the Pricing Proposal fully, subject to any need Canada Post may have for clarification in respect of any given response.

3.1.5 CONFLICT OF INTEREST

The Contractor ("We") declares(s) that:

We, or any of our subcontractors, or any of our employees or any of our subcontractor's employees do not and will not have any conflict of interest (actual or potential) in submitting this Proposal or, if selected, with our contractual obligations as the vendor under contract; and

We are not aware of any potential conflict of interest where an employee or family member of an employee of Canada Post has an interest in our organization (the Proposer), or in any of our subcontractors or any Proposer that may be included in the RFQ submission.

We have no knowledge of or ability to avail ourselves of Confidential Information of Canada Post Corporation other than the Confidential Information, which may have been disclosed by Canada Post Corporation to the Proposers in the normal course of this RFQ.

or

If the Proposer has any conflict of interest (actual or potential), the Proposer must provide a "Declaration of (Actual or Potential) Conflict of Interest" describing the actual or potential conflict of interest.

3.1.6 NO COLLUSION

We certify that:

- a) We are not involved in collusion or arrangement with any other Proposer(s) in connection with this RFQ; and
- b) We have no knowledge of and have made no comparison of the information in our Proposal with the information contained in any other Proposal.

3.1.7 SECURITY REQUIREMENTS

The Proposer shall comply with the Security Requirements listed in Article 6.1 and Schedule "C" of the Canada Post National Transportation sample Agreement Terms and Conditions (see Attachment #3 to this RFQ).

3.1.8 INSURANCE REQUIREMENTS

The Proposer shall comply with the Insurance Requirements listed in Schedule A – Section 3. Insurance Requirements.

3.1.9 COMPLIANCE WITH WORKMANS COMPENSATION BOARD (WCB)

The Proposer agrees to comply with any local WCB legislation that may apply.

3.1.10 OTHER MANDATORY REQUIREMENTS

The Closing Date and Time of this RFQ is a Mandatory Requirement

3.2 Rated Requirements

PRICING REQUIREMENTS

Proposers are required to complete, sign and submit Attachment #2 – Schedule B – Highway Services Adhoc Rates for Manitoba, in accordance with the instructions provided for in Section 1.1 and 3.1.1, and any additional instructions contained in the Schedule B.

3.3 RFQ Documents

Attachment #1 – Schedule A – Truck-Load Adhoc Highway Services for MANITOBA

Attachment #2 – Schedule B – Highway Services Adhoc Rates for MANITOBA

Attachment #3 – Sample Agreement – Mail Transportation & Delivery Agreement