

Request For Proposal (“RFP”) For:

CONVEYANCE OF MAIL FROM THOMPSON MANITOBA TO THE COMMUNITIES OF ILFORD, PIKWITONEI, THICKET PORTAGE AND CHURCHILL MANITOBA USING SURFACE AND RAIL SERVICE

RFP # 380NN14MSV002A

Issue Date: December 11, 2014

Disclaimer -

“For any proposer who is interested in this RFP, you must do the following:

- 1) If you are interested in receiving a copy of the questions and answers for this RFP, you must contact, via email, the contracting authority listed in article 1.6 of the RFP.
- 2) If you are interested in submitting a proposal to this RFP, you must contact, via email, the contracting authority listed in Article 1.6 to obtain a copy of the Microsoft excel pricing sheets which are listed in Attachment # 2 Pricing tables.”

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Section 1.0 Overview and Procedures

1.1 Objectives of this RFP

The Corporation has a requirement for transportation of mail from the Thompson Manitoba Post Office to the communities of Ilford, Pikwitonei, Thicket Portage and to the Churchill Post Office and Churchill Airport using surface and rail service as identified in the Statement of Requirements in Attachment 1 to this RFP.

The RFP intends to award the agreement(s) to the lowest priced solution as specified in Section 3.4 based on Proposer's solution meeting the service requirements in **Attachment #1 – Statement of Requirements.**

Proposers can submit solutions based on any of the following scenarios:

- a) all service requirements (All Sections 1-3) in the Statement of Requirements; or
- b) Only the service requirements in Section 1; or
- c) Only the service requirements in Section 2; or
- d) Only the service requirements in Section 3; or
- e) A combination of any of the sections 1, 2 and 3

Note: Sections 4 and 5 of the Statement of Requirements provides general information that relates to Sections 1, 2 and 3.

The Proposer must follow the instructions in Article 1.4.5 for each proposal submitted.

The term of Agreement(s) will be up to 60 months starting as early as April 1, 2015.

This RFP sets out the process by which a Proposer or Proposers will be identified for potential contract award or awards.

Other members of Canada Post Group of Companies (CPG) may wish to use the services of the Proposer(s) under the same or similar terms and conditions.

Current members of CPG are:

Canada Post Corporation
Innovapost;
Purolator;
SCI Logistics Inc.

1.2 The Corporation

The Corporation is a Crown Corporation with business activities across Canada. The Corporation's vision is to be a world leader in providing innovative physical and electronic delivery solutions, creating value for its customers, employees and all Canadians.

The Corporation processes approximately 11.1 billion pieces of mail annually. In doing so, they serve more than 32 million Canadians and over one million businesses and public institutions. The Corporation collects, processes, and delivers mail across the world's second-largest country.

Each working day, the Corporation delivers an average of 37 million pieces of mail, processed through 22 major plants and many other facilities, to over 14 million addresses in Canada, and forwards mail to almost every country in the world.

The Corporation is the 41st largest Canadian business in terms of revenue and is the sixth largest employer in Canada. The Corporation has commercial, operational, and financial links with over 200 postal administrations around the world.

Refer to the Corporation's web site at www.canadapost.ca for additional information on the Corporation.

1.3 Definitions

“Affiliates” shall have the meaning of that term as it is defined in the Canada Business Corporation Act, as amended, and in any successor legislation thereto.

“Amended Proposal” shall have the meaning ascribed to it in Article 1.7.

“Corporation, Canada Post, or CPC are all abbreviations for the Corporation that may be used in place of the Corporation throughout this RFP.

“The Corporation Confidential Information” means all information related in any way to the Corporation, including without limitation any trade secrets, operation and business data, processes, procedures, assembly methods, formulas, compositions, designs, drawings, photographs, videos, graphs, tables, prototypes, apparatuses, illustrations, blueprints, specifications, instruction manuals, lists and charts disclosed orally, visually, in writing or in electronic medium to the Proposer by the Corporation or gathered or obtained by the Proposer, its employees or agents as a result of any such Person's access to such information or physical attendance at the business activities of the Corporation, including without limitation, information relating to the operations of the Corporation, methods of operating, customers, affairs, processes, personnel, financial or legal affairs, production, scientific and technical activities, inventions, know-how, ideas, computer programs, systems, software and hardware, and other technical data, whether written, graphic, electronically or otherwise stored, or oral, as well as copies, reproductions, samples and specimens thereof, and includes all items, materials, drafts, specifications and other data prepared for or in connection with the RFP. Confidential Information does not include information which: becomes generally available to the public through no fault of the Proposer; the Proposer can show it was known to it on a non-confidential basis prior to disclosure by the Corporation and is not subject to other obligations of secrecy and non-use; the Proposer can show it was independently developed by the Proposer; rightfully becomes available to the Proposer on a non-confidential basis from a source other than the Corporation; or, is required to be disclosed by law.

“Closing Date and Time” means the date and time by which Proposals are to be delivered to and received by the Solicitation Control Officer as stated in the RFP Timetable in Article 1.5.

“Contracting Authority” shall have the meaning ascribed to it in Article 1.6.

“Decision Making Practices” means the Corporation Practice that identifies individuals who have the authority to approve expenditures.

“Delivery Agent” is a commercial enterprise that transports letters, packets or parcels locally, nationally or internationally, and who is not the Proposer.

“Letter of Offer” means the letter set out in Attachment 4 that the Proposer must sign and submit as part of its Proposal.

“Mandatory Requirements” means the requirements set out in Section 4.0. Terms such as “must”, “will”, and “shall” appear throughout the RFP document, however, the only mandatory requirements are those identified in Section 4.0.

“MERX™” means the on-line system that advertises contracting opportunities to potential Proposers.

“Personal Information” means any information that would meet the definition of “personal information” in either the Privacy Act, Personal Information Protection and Electronic Act (PIPEDA) or the applicable provincial privacy legislation to which the Contractor is subject, that is

- (i) provided to the Contractor by the Corporation,
- (ii) provided to the Contractor by a third party on behalf of the Corporation, or
- (iii) collected by the Contractor for the purposes of carrying out the Work / providing the Services under any resulting agreement from this RFP.

The "use of Personal Information" includes, but is not limited to, the collection, receipt, access, disclosure, management, back-up, modification, retention, receipt, creation, disposal and otherwise handling of Personal Information.

“Products or Services” means the Products and/or Services described within this document specifically in Attachment 1 of this RFP.

“Proposal” means a Proposer’s submission made in response to this RFP.

“Proposer” means any entity that has submitted a Proposal in response to and in accordance with this RFP.

“Rated Requirements” means the requirements set out in Section 5.0. Rated Requirements will be evaluated and graded in the manner described in the Evaluation and Selection Process set out in Section 3.0.

“RFP” means Request for Proposal.

“RFP Evaluation and Selection Process” means the process set out in Section 3.0, by which all Proposals received by the Closing Date & Time will be evaluated.

“RFP Timetable” means the timetable shown in Article 1.5.

“Selected Proposer” means the Proposer(s) recommended for potential contract award as a result of this RFP.

“Solicitation Control Officer” means the person identified in Article 1.4.6.

“Soft Copy” means a machine-readable form of corresponding hardcopy, such as, but not limited to, CD, DVD, and USB device.

“Statement of Requirements” means the document stating the technical requirements that is attached and is the subject of this Request for Proposal.

“Validity Period” means the number of days for which the Proposer’s Proposal shall remain open for acceptance as is set out in Article 4.2 of this RFP.

1.4 Proposal Preparation Instructions and Submission Requirements

This section of the RFP describes the way in which the Proposer is to prepare their Proposal. How the Proposer prepares their Proposal may affect the Proposer’s final score. A Proposal may be deemed non-compliant if it is not submitted in the requested format or if requested information is not submitted.

1.4.1 General Proposal Format

1.4.1.1 The Proposal is to be submitted in two separate media formats:

(a) Be on 8 ½ x 11-inch paper

and;

(b) The Proposer is requested to submit two Soft Copies with their Proposal; one (1) Soft Copy for pricing in Microsoft Excel and one (1) for the balance of their Proposal in Microsoft Word

(c) The pricing on both Soft Copy and paper is to be packaged separately within your Proposal.

1.4.2 Specific Proposal Content

This sub-section, lists the information that each Proposer is to submit within their Proposal.

1.4.2.1 Table of Contents

The table of contents is to outline in sequential order the major areas of the Proposal. All pages of the Proposal, including the enclosures are to be clearly and consecutively numbered and correspond to the table of contents.

1.4.2.2 General Information

Provide the name, title, address, telephone number and email address of the person(s) authorized to deal with the Corporation on your behalf in connection with your response to this RFP. In the event of a contract award, state the name, title and the level of decision making of the individuals who will be responsible for running the project.

1.4.2.3 Mandatory Requirements

As per Article 4.1, the Proposer is to submit as part of its Proposal, a signed Letter of Offer. Any substantiating material requested under Section 4.0 must be submitted in this section of your Proposal.

1.4.2.4 Rated Requirements

Provide a detailed response to each of the Rated Requirements included in Section 5.0, following the instructions that are included therein.

1.4.3 Proposal Submission

An original hard copy and **(2)** hard copies for a total of **(1+1+1)** hard copies of the complete Proposal **must** be received no later than **the Closing Date and Time**.

The original and all copies are to be in binders with easily removable sections, and are to be submitted in a package stating on the outside, the Proposer's name, address, telephone number, the RFP title identification, RFP number, and the Closing Date and Time. The soft copy of the Proposal should be secured within the original Proposal.

In the event of any discrepancy between the original Proposal and any of the copies of the Proposal, including the softcopies, the original Proposal will take precedence.

Proposers are required to provide a complete response with respect to each item and are required to submit all information and documentation as requested in this RFP.

1.4.4 Information

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).

The Corporation or any third party acting on behalf of the Corporation 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.

1.4.5 Packaging Instructions

The Proposer is to provide their Proposal in accordance with the following instructions:

- (a) Package the Rated Requirements and the Mandatory Requirements proposal into one envelope.
- (b) Separately package the pricing portion of the Proposal from the balance of your Proposal by submitting the pricing portion in a separate envelope.
- (c) Label your documents as originals or copies.
- (d) Label all submitted packages with the RFP number, the Proposers name and address.

1.4.6 Proposals Delivered to the Solicitation Control Officer

Proposals **must** be delivered to the Corporation's Solicitation Control Officer before the Closing Date and Time at the following address:

ATTN: SOLICITATION CONTROL OFFICER
CANADA POST CORPORATION
SOURCING MANAGEMENT
2701 RIVERSIDE DR, SUITE N0751
OTTAWA ON K1A 0B1

Proposers must quote the RFP number, as part of the address information on the mailing label, bill of lading, or be visible on the outside of the mailing package.

The Corporation does not accept or consider Proposals transmitted by facsimile or sent by any other electronic means or delivered to an address other than the address set out in this Article 1.4.6.

The responsibility for submitting a response to this RFP at the Corporation location identified, on or before the Closing Date and Time, will be solely and strictly the responsibility of the Proposer.

The Corporation will not accept any Proposals not received at the address identified above by the Closing Date and Time, unless deemed to be delayed.

In accordance with the CPC Solicitation Control Practice, to be deemed delayed, a Proposal must be received by the Solicitation Control Officer before the First Stage of the proposal evaluation process has been completed AND there must be written evidence originating from the Delivery Agent that the Proposal was received / accepted by a representative of the Delivery Agent prior to the Solicitation closing date and with a reasonable expectation that the Proposal would be delivered by the Delivery Agent prior to the Solicitation Closing Date and Time.

First Stage of the proposal evaluation is the first stage of a multi-staged evaluation process as defined in the proposal solicitation document. For example, in the case of a multi-staged evaluation, the evaluation of mandatory criteria would normally be considered the First Stage. If the evaluation method is not defined as multi-staged in the proposal solicitation document, or is presented as single-staged, then the First Stage constitutes the entire evaluation process up to but not including contract award.

Proposals received after the Closing Date and Time that are not deemed to be delayed will be returned to the Proposer, unopened. Records will be kept of all returned Proposals.

1.5 RFP Timetable

The estimated schedule for the RFP and contract approval is as follows except for the Closing Date and Time, which is a Mandatory Requirement.

<i>Activity</i>	<i>Date Required</i>
<i>RFP available for distribution</i>	December 11, 2014
<i>Pre-Proposal Tele-Conference</i>	January 6, 2015 @ 2:00 PM ET
<i>Deadline for Receipt of Questions *</i>	January 19, 2015 @ 2:00 PM ET
<i>Closing Date and Time</i>	January 28, 2015 @ 2:00 PM ET
<i>Site Visit, if required</i>	To be determined, if required
<i>Evaluation Complete</i>	February 6, 2015
<i>Recommendation and Selection</i>	February 13, 2015
<i>Projected Award Date</i>	Week of March 2, 2015
<i>Projected Start of Work</i>	April 1, 2015

* No questions shall be accepted by the Corporation after the deadline, or any revised deadline issued by the Corporation

1.6 Proposal Communications & Proposal Contracting Authority

For the purpose of requesting information and clarification or for any other purpose relating to this RFP including the RFP process, Proposers are to contact only the Contracting Authority for

this RFP as set out below; failure to comply with this requirement may result in the Proposer's disqualification in accordance with Section 2.4 – Disqualification of Proposals:

Michael Sullivan
CONTRACTING AUTHORITY
CANADA POST CORPORATION
SUITE # N0780 - 2701 RIVERSIDE DR
OTTAWA ON K1A 0B1
E-mail: *michael.sullivan@canadapost.ca*

All communication concerning this RFP:

1. Is to be in writing or by e-mail **to the Contracting Authority, with a copy sent to Louise Vaillancourt** at the following email address: *louise.vaillancourt@canadapost.ca* subject to the obligation of the Proposer to confirm receipt of all communication with the Contracting Authority.
2. The request will specify the number of this RFP, RFP Section number and page number as applicable.

All communication concerning this RFP must be sent to the Contracting Authority by courier or hand delivery at the above noted address, or by e-mail at the above noted e-mail addresses. Canada Post will not be responsible for the delivery of any communication.

1.7 Right to Amendments or Withdrawal of Proposal by Proposer

1.7.1 Amended Proposal by the Proposer

A Proposer that submits a Proposal to the Corporation may amend its Proposal only by submitting the Amended Proposal to the Corporation at the location identified in Article 1.4.6 of this RFP by the Closing Date and Time. In the case of an amendment, the Proposer is to submit the Amended Proposal packaged in accordance with the instructions set out in Article 1.4.5, and clearly labeled “Amended Proposal”.

The last Proposal received by the Corporation, by the Closing Date and Time, shall supersede and invalidate any Proposal previously submitted by the Proposer.

1.7.2 Proposal Withdrawal by the Proposer

A Proposer that submits a Proposal to the Corporation may withdraw its Proposal by advising the Contracting Authority in writing before the Closing Date and Time.

The Corporation will return, unopened:

- (a) a Proposal that has been withdrawn; or
- (b) a Proposal that has been superseded by an “Amended Proposal”

Section 2.0 Rights of the Corporation and Additional Information

2.1 The Corporation's Rights

2.1.1 The Corporation's Right to Amend, Supplement or Cancel the RFP

The Corporation without liability, cost or penalty, may in its sole discretion:

- (a) Alter any dates in the RFP, as they relate to the RFP Process, at any time prior to or after the Closing Date and Time;
- (b) Amend or supplement this RFP at any time prior to the Closing Date and Time;
- (c) Cancel this RFP or any part thereof at any time at any time, whether prior to or after the Closing Date and Time, and the Corporation may, but need not, at its sole discretion, issue a new RFP;

2.1.2 Proposal Acceptance and Significance of the Proposal Process

This is not a request for tender. This is a request for Proposal to supply the Corporation's needs for the requirements described in this RFP. The Corporation will not necessarily accept the lowest priced Proposal or any Proposal. While price is an important element in the selection process, Proposers should recognize that there are other criteria in this RFP that the Corporation will consider in evaluating Proposals and in making its decision as to contract award(s).

2.1.3 The Corporation's Right to Waive Irregularities

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

2.1.4 The Corporation's Right to Clarify Proposals

The Corporation, through the Contracting Authority, without liability, cost or penalty, may, in its sole discretion and at any time after Proposal submission, seek clarification from any Proposer, either in writing or during the Oral Presentation, Demonstration or Site Visits as applicable, with respect to its Proposal. Without limiting the generality of the foregoing, the Corporation may, in its sole discretion, request a Proposer to confirm in writing any statement made by the Proposer during the Oral Presentation, Demonstration or Site Visits in which case the Proposer will promptly provide such written confirmation to the Corporation, within the time specified by the Contracting Authority.

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 Proposal.

Without prejudice to this right, the Corporation may request clarification where any Proposer's intent is unclear, or may waive where, in the opinion of the Corporation, there is an irregularity or omission in the information that has been submitted in the Proposal.

The Corporation reserves the right to conduct negotiations on any portion of the Proposer's Proposal.

2.1.5 The Corporation's Right to Verify

The Corporation may verify any Proposer statement or claim by whatever means the Corporation deems appropriate, including contacting references other than those offered by the Proposer, and may reject any Proposer statement or claim if, in the judgment of the Corporation, the statement or claim is unwarranted or not credible. The Proposer will cooperate with the Corporation in its attempts to verify any such statement or claim.

2.1.6 The Corporation's Right to Visit for Purposes of Clarification or Verification

The Corporation may, in its sole discretion, visit the Proposer's existing place or places of business for purposes of clarification or verification. Such a visit will take place at a date mandated by the Corporation, acting reasonably.

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

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

2.1.8 The Corporation's Discretion

The Corporation will exercise its discretionary rights under this RFP in a reasonable manner.

2.2 Additional Information, Clarification and Addenda

2.2.1 Proposer to Seek Clarification

It is the responsibility of the Proposer to seek clarification on any matter it considers to be unclear in this RFP, including any attachments, prior to the Deadline for Receipt of Questions. The Corporation will not be responsible for any misunderstanding on the part of the Proposer concerning this RFP, the RFP process or the attachments.

2.2.2 Submitting Questions

Proposers who wish to obtain further information and clarification about the RFP, the RFP attachments or the RFP process are to submit their questions in writing to the Contracting Authority at the e-mail address, or the mailing address set out in Article 1.6 of this RFP.

2.2.3 Deadline for Proposers Questions

The Contracting Authority will accept written questions no later than the date and time indicated in the RFP Timetable in Article 1.5 (the "Deadline for Receipt of Questions"). The request will specify the RFP Section, Article, attachment and page number as applicable.

2.2.4 Response to Proposer Questions

The Corporation's responses to the questions will be provided or made available to all who requested the RFP, without identifying the source of the question, by posting on MERX™, under the "Questions and Answers" heading. The Proposer is responsible to review all answers to questions that have been posted on MERX™. The answers to questions are not considered addenda to the RFP.

2.2.5 Final Opportunity for Questions

Proposers are advised that the deadline for receipt of questions from potential Proposers is the final opportunity for Proposers to seek clarification with respect to this RFP.

2.2.6 Change to Proposal Due Date

If an addendum to the RFP is issued, the Closing Date and Time and the Deadline for Receipt for Questions may be changed to allow additional time for Proposers to complete their Proposals. Proposers shall be advised of any revised dates for these items by addendum.

2.2.7 Communications - Contracting Authority

The Proposer is put on notice that only the Contracting Authority is authorized by and on behalf of the Corporation to amend the requirements of this RFP, and that the Proposer is to rely only upon the information or instructions that are posted on MERX™.

2.2.8 Addenda to Request for Proposal

Any amendments or supplements to this RFP shall be made only by way of addenda issued by the Contracting Authority in the same manner in which this RFP was issued, and any amendments or supplements to this RFP made in any other manner, including any oral or written statement made by the Corporation, the Contracting Authority, or their respective employees, agents, consultants or advisors, shall not constitute an addendum to this RFP. Where there appears to be a conflict between the RFP and any addendum, the last addendum will prevail. Addenda will not be used to answer Proposer's questions. Answers to questions will follow the process outlined in Sections 2.2.2, 2.2.3, 2.2.4 and 2.2.5.

2.2.9 Addenda are Binding

The addenda shall be binding on each Proposer, and the Corporation has the right to assume that the Proposer in its Proposal has taken the information contained in the addenda into account.

2.2.10 Receipt of Addenda

The Proposer is solely responsible to ensure that it has received all addendums, if any, issued pursuant to this sub-section.

2.3 Pre-Proposal Tele-Conference

To assist Proposers in understanding this RFP and the RFP process, the Corporation will conduct a Pre-Proposal Tele-Conference for interested potential Proposer's on the date indicated in the RFP Timetable.

Proposers intending to participate in the Pre-Proposal Conference, are to advise the Contracting Authority (Section 1.6), by 14:00 on January 5, 2015 of the names and titles of all attendees. The Contracting Authority will provide the Conference telephone number at that time.

2.4 Disqualification of Proposals

The Corporation, without liability, cost or penalty, at its sole discretion, may disqualify any Proposal at any time during the RFP process if, in the opinion of the Corporation one or more of the following events occur:

- (a) The Proposer initiates any communication pertaining to this RFP with any employee of the Corporation other than the Contracting Authority;
- (b) It contains incorrect information;
- (c) It is unresponsive to this RFP;
- (d) The Proposer fails to cooperate with the Corporation in its attempts to clarify information or evaluate the Proposal;
- (e) The Proposer misrepresents itself in any way;
- (f) It is incomplete;
- (g) The Proposal, on its face, reveals a conflict of interest or unfair advantage;
- (h) A change has occurred in the management or ownership structure of the Proposer;
- (i) The Proposer has announced that agreement, whether final or conditional, has been reached with another party(ies) for the sale of all or part of its business and/or assets or a change in ownership of management of the Proposer; or
- (j) The Proposer, or any of its directors, officers or employees are, or have been, convicted of an offence, other than an offence for which a criminal pardon has been granted, that in the opinion of the Corporation, could materially adversely affect the ability or desirability of the Proposer to deliver all or part of the Services.

2.5 Proposer's Ingenuity and Innovation

The Corporation encourages ingenuity and innovative solutions to improve productivity and service at the lowest total cost of ownership. The Proposer is free to offer any solution that will achieve the business needs, objectives and performance levels stated in this RFP. However, the onus is on the Proposer to demonstrate that the proposed solution does in fact meet the RFP requirements.

2.6 Pricing and Value Analysis Considerations

The Corporation is entitled to, and will assume that prices submitted reflect, and are in full compliance with the Statement of Requirements, or specifications of the goods and services requested in the RFP.

If there are extraordinary costs in order for the Proposer to comply, these costs shall be indicated in the financial portion of the Proposal.

It is the Proposer's sole responsibility to review this RFP to assure full compliance with all requirements requested in this RFP.

2.7 Costs Incurred By Proposers

Nothing in this RFP, receipt by the Corporation of a response to this RFP, or subsequent negotiations by the Corporation of terms of a contract to supply, shall in any way impose an obligation on the Corporation to reimburse any Proposer or to pay any compensation for costs incurred in the preparation of a response to this RFP, presentations, or the negotiation of a proposed contract except to the extent that such obligation is contained in the formal written contract containing terms and conditions satisfactory to the Corporation and executed by the Proposer and the Corporation.

2.8 No Obligation to Purchase

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

2.9 Contract Award

2.9.1 The Contract

Any contract award made pursuant to this RFP is conditional upon the Selected Proposer executing a written contract with the Corporation and conditional upon formal approval and execution by the Corporation in accordance with the Corporation's Decision Making Practices.

2.9.2 Signing the Contract

The Corporation shall advise the Selected Proposer once the Corporation is ready to commence negotiations. The negotiations shall be concluded within a timeframe mandated by the Corporation, acting reasonably. At the conclusion of negotiations, the Corporation shall endeavor as expediently as possible to prepare and provide to the Selected Proposer the execution copy of the contract, signed by the Corporation, together with a covering letter. The letter shall advise the Selected Proposer to sign the contract within a timeframe mandated by the Corporation, acting reasonably. After the contract is signed, the Selected Proposer shall retain one counterpart of the contract and return the remaining counterparts of the contract to the Corporation.

2.9.3 The Canada Post Group of Companies

The Corporation and its subsidiaries reserve the right to enter into one or more agreements. Should each CPG member company wish to enter into contract(s) they will execute their own agreement(s) with the Selected Proposer(s).

2.9.4 Negotiations and Contract Finalization

2.9.4.1 Situations

In the event that one or more of the following situations occur, the Corporation shall invoke one of the options stated in Article 2.9.4.2:

- (a) The negotiations with the Selected Proposer are not successful and the Corporation, in its sole discretion, does not think that a contract on terms satisfactory to the Corporation can be reached; or
- (b) The Selected Proposer fails to employ best efforts to finalize the contract during the timeframe mandated by the Corporation; or
- (c) The Selected Proposer fails or refuses to enter into the contract within the timeframe mandated by the Corporation.

2.9.4.2 Options

The Corporation without liability, cost or penalty, may, in its sole discretion:

- (a) Extend the period for negotiation or execution; or
- (b) Cease negotiations with the Selected Proposer; or
- (c) Exercise the Corporation's rights pursuant to Article 2.1.1(c) to cancel the RFP or any part thereof at any time; or
- (d) Enter into negotiations with another Proposer.

2.10 Litigation

If the Corporation or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives is made a party to any litigation arising out of or by reason of or attributable to this RFP, then the applicable Proposer(s) shall indemnify and save harmless the Corporation and its officers, employees, assigns, independent contractors, subcontractors, agents or representatives in connection with such litigation, except to the extent that such litigation arose from the negligence or wilful act of the Corporation, or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives while acting within the scope of his, her or its employment or engagement. The Corporation may, at its option, and at the expense of the Proposer, participate in or assume carriage of any litigation or settlement discussions relating to the foregoing, or any other matter for which the Proposer is required to indemnify the Corporation and its officers, employees, assigns, independent contractors, subcontractors, agents or representatives. Alternatively, the Corporation may require the Proposer to assume or maintain carriage of and responsibility for all or any part of such litigation or discussion, at the Proposer's expense.

2.11 Entire RFP

This RFP, all referenced materials and all addenda constitute the entire RFP.

2.12 Ownership

Proposals received in response to this RFP before the Closing Date and Time shall become the property of the Corporation and will not be returned. Unless disclosure is required pursuant to any legislative or other legal requirement or any order of a court or other tribunal having jurisdiction, all offers shall be treated as confidential and will be made available only to those individuals authorized to participate in the evaluation process.

Section 3.0 Evaluation and Selection Process

3.1 Objective:

The objective of the Evaluation and Selection Process is to identify the Proposal that effectively meets the requirements of this RFP and provides the best value to the Corporation.

3.2 Evaluation Team:

An evaluation team will evaluate the Proposals. The evaluations will be conducted using pre-determined criteria.

3.3 Evaluation Methodology

The evaluation methodology to be used in the evaluation of this RFP is based on the staged approach Mandatory Requirements being evaluated first and then the Rated Requirements will be evaluated next.

At the Corporation's sole discretion, up to a maximum of 5 Proposers with the highest scoring Proposals for the rated requirements will be selected for further consideration and will be eligible to proceed to the next Evaluation stage. All other Proposals will be eliminated from further consideration.

3.4 Evaluation Stages

The evaluation will be comprised of the following stages:

- Stage 1: Review of Mandatory Requirements
- Stage 2: Review of Rated Requirements
- Stage 3: Site Visits (*if applicable*)
- Stage 4: Review of Pricing
- Stage 5: Overall Ranking and Final Selection

Negotiations will be conducted as per Section 2.9.4 considering Section 6 - Additional Material.

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

For purposes of Stages 1, and 2 the Corporation shall open the Proposal Envelope only. The sealed Price Envelope will not be opened or reviewed until and only if the Proposal meets the conditions for the Stage 4 review.

Stage 1: Review of Mandatory Requirements

The Corporation will review each 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.

Proposals that fail to comply with a Mandatory Requirement due, in the Corporation's sole determination, 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: Review of Rated Requirements

Stage 2 applies to all Proposals that have not been eliminated in Stage 1 or that have not been disqualified for any of the reasons set out in Article 2.4.

Proposers' responses to Rated Requirements will be evaluated on the extent to which they meet the requirements.

Proposers' Proposals should therefore contain detailed responses and references to any attached substantiating documentation. Responses and substantiating documentation should be clear, direct and grouped together with an index provided to make it easy for the evaluators to locate a particular response or substantiating item.

Proposals that do not respond to a particular Rated Requirement will receive a zero-point score for that Rated Requirement.

For each Proposal that has proceeded to Stage 2, the Corporation will review, and score the information provided by the Proposer in response to the Rated Requirements provided for in Section 5.0 of the RFP.

The total score awarded to the Proposal at the end of this stage is the "Stage 2 Score".

Top Number of Proposers

At the Corporation's sole discretion, up to a maximum of 5 Proposals with the highest score from the evaluation of this stage will be eligible to proceed to the next stage of the Evaluation and Selection Process.

Stage 3: Site Visits (Optional)

At the Corporation's sole discretion, the Corporation may require a Site Visit to the Proposer's site or sites as a result of the Proposer's response to this RFP.

The purpose of such a visit is to ensure solid understanding of the requirements and the proposed solution is obtained. The visit, if required, will be coordinated by the Corporation's Contract Authority identified in this RFP.

Your agreement to allow a Corporation evaluation team to visit your facilities, if required, shall form part of your response to this RFP.

If, in its sole discretion, the Corporation determines that sufficient information has been received to permit the Corporation to make a selection from among the Proposers, or if, based on the information received, the Corporation, in its sole discretion, determines it appropriate to decline to accept any Proposal, cancel this RFP, or issue a new RFP, then there will be no Site Visit.

Stage 4: Review of Pricing

For each Proposal that has progressed to Stage 4, the Corporation will open the Price Envelope. The pricing review will be conducted in the following manner:

A) Section-by-Section Pricing Evaluation

Pricing will be evaluated on a section-by-section basis for sections 1, 2, & 3 listed in Attachment #1 – Statement of Requirements. The Corporation will determine the lowest cost for **each of these sections** for the term of the agreement.

Proposers are required to complete Microsoft Excel spreadsheet named **Attachment # 2A: Pricing – Section by Section**.

Example Only: *(Assumption: These rates are fictitious)*

	Section 1	Section 2	Section 3
Supplier A	\$ 14.55	\$ 11.50	\$ 11.00
Supplier B	\$ 13.55	\$ 13.25	\$ 9.90

Section 1 – Supplier B is the lowest bidder

Section 2 – Supplier A is the lowest bidder

Section 3 – Supplier B is the lowest bidder

B) Total Solution Pricing Evaluation

The Corporation in its sole discretion may evaluate the pricing provided under a Total Solution. The Total Solution refers to the opportunity to award one contract for all Sections 1, 2, 3 in accordance with Attachment # 1 – Statement of Requirements and the following qualifications:

To be qualified for a Total Solution, the Proposers must meet each of the following conditions:

- Provide a price for all sections (1, 2 & 3) of Attachment # 1 – Statement of Requirements
- Meet the service requirements as defined the Statement of Requirements
- The total cost of the Total Solution must be less than the lowest aggregate cost of the individual section proposals determined from option A above.

To win the Total Solution, the above conditions must be met and the total cost of the Total Solution must be less than the lowest aggregate cost of the individual sections proposals.

Proposers interested in providing a Total Solution are required to complete Microsoft Excel spreadsheet named **Attachment # 2B: Pricing Requirement–Total.**

Example Only: (Assumption: These rates are fictitious)

	Section 1	Section 2	Section 3	Total of all Sections 1 & 2 &3
Supplier A	\$ 10.55	\$ 10.25	\$ 11.00	\$31.80
Supplier B	\$ 9.55	\$ 8.50	\$ 14.00	\$32.05

Total of all Sections – Supplier A is the lowest bidder

C) Alternate Solution

Article 2.5 references Ingenuity and Innovation. The Proposer may submit pricing for an Alternate Solution (i.e. a combination of different Sections of the Statement of Requirements in Attachment #1). If a Proposer submits pricing for an Alternate Solution, then Canada Post will evaluate that pricing proposal. The Corporation invites proposers to submit an Alternate solution that meets the requirements of Attachment #1 – Statement of Requirements and the following qualifications:

To be qualified for an Alternate Solution, the Proposers must meet each of the following conditions:

- Meet the service requirements as defined the Statement of Requirements
- The total cost of the Alternate Solution must be at a lower cost than any of the solutions identified in options A), or B) listed above.

Therefore, if an Alternate Solution is not proposed, the following would apply. The total aggregate cost of option A would be \$34.95 (\$13.55+\$11.5+\$9.90) and the total aggregate cost of option B would be \$31.80 ((\$10.55+\$10.25+\$11.00)). Therefore, the Total Solution (option B) would be the lowest cost solution.

The Corporate at its sole discretion reserves the right to select the pricing solution that provides the best economical value to the Corporation.

Stage 5: Overall Ranking - Final Selection

Overall Ranking - Final Selection

The following Evaluation Criteria and Weighting will be used as a basis for selecting the final Proposer(s).

Evaluation Criteria and Weighting Table:

Rated Requirements		Percentage
Stage 1 Mandatory Requirements		Pass or Fail
<i>Commercial & Service Capability / Statement of Requirements</i>		
Stage 2 Rated Requirements	<u>Commercial Requirements:</u> 5.1 Proposer Organization Requirements 5.2 Proposer Experience Requirements	20% (All Proposals)
Stage 2	<u>Service Capability Requirements</u>	80%
Service Requirements	5.3 Service Capability	
Stage 2 Score	Commercial Requirements PLUS Service Capability Requirements	100%* * Each section receives an individual Stage 2 score.
Stage 3 Due Diligence / Site Visit (optional)		
Stage 4 Pricing		Refer to Stage # 4 Review of Pricing for details.
Overall Ranking and Final Selection		

Section 4.0 Mandatory Requirements

Mandatory Requirements must be met by all Proposers, failing which their Proposals will be disqualified.

Where requested, the Proposer must demonstrate compliance to the Mandatory Requirement or submit the substantiating information requested.

4.1 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 complete and sign the Letter of Offer, Attachment 4 to this RFP, and submit it as part of their Proposal.

4.2 Proposal Irrevocable by Proposer and Validity Period

The Proposer agrees that by signing the Letter of Offer, subject to the Proposer's right to withdraw a Proposal prior to the Closing Date and Time, Proposals will be irrevocable by the Proposer and remain in effect and open for acceptance by The Corporation for "180" calendar days following the Closing Date and Time (the "Validity Period").

4.3 The Corporation's Confidential Information

The Proposer agrees by signing the Letter of Offer that all the Corporation Confidential Information is the property of the Corporation and the Proposer must:

- (a) Hold the Corporation Confidential Information in confidence;
- (b) Use the Corporation Confidential Information only for the purpose of replying to this RFP and fulfilling its obligations under the contract;
- (c) Not disclose the Corporation Confidential Information without prior written authorization from the Corporation;
- (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.
- (e) Upon request, return the Corporation Confidential Information to the Corporation within 10 calendar days.

4.4 Other Mandatory Requirements

- (a) The Closing Date and Time is a Mandatory Requirement
- (b) Article 1.4.6 is a Mandatory Requirement

Section 5.0 Rated Requirements

The ability to follow instructions in the RFP response is considered indicative of the Proposer's ability to work with the client during the project. The overall presentation of the Proposal should provide:

- Thorough and clear responses
- Table of Contents with associated page numbering
- Sequential numbering identical to this RFP
- Clear references to substantiating information

The response will be rated overall against these criteria.

Provide a detailed response to each of the Rated Requirements included below.

Respond on a paragraph-by-paragraph basis using the same part, division, subsection, clause, page number etc. in the response.

Proposers are to submit the information requested and if unable to comply, the reason for non-compliance is to be stated. For those requirements to which Proposers cannot comply, state the page number, section and subsection and the reason for non-compliance. Significant non-compliance may be assessed as non-conformance.

5.1 Proposer Organization

The Corporation's evaluation will consider, among other things, the Proposer's organizational structure and the organization to be put in place to support a contract.

- 5.1.1** Provide a written narrative to describe the organization you propose to successfully and effectively manage and deliver the services or project you are proposing, including a list of the individuals that are presently in your employ who will be assigned to the project.
- 5.1.2** State the name of any sub-contractor(s) to be used. Describe the role of each sub-contractor and provide the relevant information in the appropriate section of the response with respect to each sub-contractor.
- 5.1.3** Provide details of any "Teaming" or "Partnership" arrangements that may be entered into with other firms to support this initiative. The roles of each firm should be indicated.

5.2 Proposer Experience

- 5.2.1** Provide an overview of the type of business and type of products/services that form the majority of your company's business.

5.2.2 Provide a written narrative to describe your company's experience, including a list of 3 existing and/or most recent contracts for requirements similar in nature, scope, and size to the Corporation's requirements, as well as the name, address, telephone number of a reference, other than the Corporation, for each contract listed and the approximate contract value.

5.3 Service Capability

5.3.1 The Proposer is to demonstrate its ability to meet requirements detailed in the Statement of Requirements that is included in Attachment 1 to this RFP by;

- (a) Providing detailed information about your specific service capability to meet this RFPs' requirements. Highlight what your company can offer that exhibits that your company can do this work; what sets your company apart from other providers;
- (b) For each section of the Statement of Requirements that the Proposer is proposing providing the services, the Proposer shall indicate that they have read and understood and can comply with the requirements.

5.3.2 The Proposer shall explain the delivery process by identifying who will be performing each step i.e., whether performed by the Proposer or by the Proposers subcontractor, that will be put into place to meet the requirements of each section that the Proposer is proposing to provide service in Attachment #1, including:

- a. outlining the process from the time the Mail is tendered at origin to the time of the Mail hand-off,
- b. details on how Mail will be secured in transit,
- c. where the Mail will be located in transit,
- d. how the handover process of Mail will take place,
- e. incident management, including the escalation and notification process
- f. emergency measures planned for coverage during vehicle breakdowns, illness, emergencies. Identify how these situations will be managed
- g. any other relevant information to support the service requirements.

5.3.3 The Proposer shall indicate the type and size of road vehicle(s) (e.g. 5 ton truck etc.) and the age of the road vehicle(s) that will be used to transport the Mail including the current number of kilometers driven to date.

5.4 Pricing

5.4.1 Prices are to be provided on a line-by-line basis using the Pricing Table(s) provided in Attachment #2 to the RFP and considering the following:

5.4.2 All prices are to be quoted in Canadian funds.

5.4.3 Adhoc trips will be charged at the same round trip scheduled rate.

5.4.4 The Corporation in its sole discretion may award the agreement(s) to the lowest priced qualified section by section proposer(s) or to the lowest priced qualified Total Solution or the lowest priced Alternate Solution in accordance to Section 3.4 Stage 4 for the requirements of Attachment # 1.

Section 6.0 Additional Material

6.1 General

The Proposer is to include, in their proposal, a response to each Section 6 item listed below. The response shall either supply the specific information requested or shall clearly identify any requirements or conditions of the Corporation that the Proposer is unable to accommodate (providing an option or alternative where applicable).

Proposer responses to Section 6 items will be reviewed and assessed for compliance with the Corporation's requirements to identify deficiencies, risks, conditions and other aspects of Proposer responses that are not acceptable to the Corporation.

The Corporation will negotiate with the Selected Proposer in accordance with section 2.9.4 of the RFP.

6.2 Commercial Information

6.2.1 Provide general information about your company by providing a narrative addressing the following points:

- a) Full Legal name and address of the Company
- b) Jurisdiction under which the company is incorporated and registered address of the Company
- c) Provide a copy of the certificate of incorporation of the Company plus copies of any certificated regarding name changes or other significant matters
- d) Company ownership /Corporate status / publicly traded or private (if private provide principals names)
- e) Parent company
- f) Affiliated companies and strategic alliances
- g) Locations of offices and facilities
- h) Head Office address and contact information
- i) Gross revenue and profitability for last 5 years
- j) Number of years in business
- k) Nature and extent of any litigation in the last 2 years
- l) Name and title of the individual who would sign a contract
- m) Number of permanent employees (salaried/non-salaried)
- n) Union affiliations

6.3 Financial Information

6.3.1 Provide a list of financial institutions that your company currently deals with and key contact names and phone numbers.

6.3.2 Please also provide the following financial information:

- (a) A list of your customers that individually account for 20% or greater of your total gross revenue, including their respective percentage to the overall revenue.
- (b) Audited financial statements, if available, or the un-audited financial statements (prepared by the Proposer's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proposer's most recently completed fiscal year.
- (c) By signing the Letter of Offer found in Attachment 4, the Proposer is certifying that the submitted financial information is correct.

6.3.3 In determining the Proposer's financial capability to undertake this requirement, the Corporation at its sole discretion reserves the right to request that additional security be provided in the following cases:

- (a) The Corporation determines that there is some business risk.
- (b) The percentage of total revenue that this opportunity represents is more than 20% of the Proposer's Total revenue.
- (c) The percentage of total revenue with any other individual customers is more than 20% of the Proposer's Total revenue.
- (d) Current or past litigation details may have an impact on the Proposer's ability to provide the requirements.

6.3.4 At the Proposer's sole expense, additional security may be requested in the form of a Letter of credit, parental guarantee, performance bond, consortium or joint venture guarantee.

6.3.5 The Corporation at its sole discretion reserves the right to reject a Proposal or not award the business to the Proposer if:

- a) The financial conditions requested by the Corporation cannot be met by the Proposer.
- b) The Proposer does not provide the financial information requested by the Corporation to complete the financial analysis.

6.3.6 The Corporation reserves the right to have a 3rd party review the submitted financial information. The Corporation reserves the right to request that additional information be provided from the financial institutions that your company currently deals with.

6.3.7 All financial information provided to the Corporation will be treated as Confidential Information.

6.4 Terms and Conditions

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

Proposers are required to identify where they cannot comply and their reasons for non-compliance by referencing subsection, page number etc in the response as appropriate. Do not redraft the Corporation's sample agreement or any Articles of the Agreement.

In addition, identify how, if at all, compliance will affect proposed pricing.

Proposer responses will be reviewed and assessed for overall compliance with the Corporation's Standard Terms and Conditions to identify and assess specific conditions for which alternative positions put forward by the Proposer are not acceptable to the Corporation. The latter will be negotiated with the Selected Proposer in accordance with Section 2.9.4.

6.5 Corporate Security

The Proposers is expected to be in full compliance with the requirements set out in Schedule C (of the model agreement) by commencement of work.

Proposers are to respond to the Security Questionnaire in Attachment 5 of the RFP. Proposer responses will be reviewed and assessed to identify Security deficiencies. Identified Security deficiencies and required remedies to be undertaken by the Proposer will be negotiated with the selected Proposer(s) in accordance with section 2.9.4.

Proposers are also to respond to the Organization Security Requirements Form in Appendix 1 to Attachment 5 of the RFP.

Attachments:

Attachment 1: Statement of Requirements

Requirement for Movement of Canada Post Mail product between Thompson MB and Churchill MB including 3 smaller communities

Transportation for Mail product is required between Thompson Manitoba to Churchill Manitoba using the rail service. Some Mail product from Thompson will also be destined to the communities of Ilford, Pikwitonei and Thicket Portage.

The Contractor shall be responsible for the transportation of Mail product from the Thompson Post Office to the Churchill Post Office and back to Thompson Post Office using a combination of surface transportation and rail transportation. The Contractor shall also be responsible for the transportation of Mail product from the Churchill Post Office to the Churchill Airport and back.

The Contractor shall also be responsible for the transportation from the Thompson Post Office to Via Rail for the mail product destined to Ilford, Pikwitonei and Thicket Portage.

This Statement of Requirements includes different elements of work.

Section 1 – Shuttle between Thompson Post Office and Thompson Rail Yard for the mail destined to Ilford, Pikwitonei and Thicket Portage

Estimated volumes:

1.1 The estimated volumes are between 1-2 monotoners per day (approximately 200-400KG). Volumes may increase during the peak seasons (Christmas & Easter).

1.2 The Contractor is responsible to move all Mail product dispatched to them. The frequency of service is subject to change as required by operational service standards.

Frequency of Service:

	DAYS		DAYS	
Start	1, 3, 5	SERVICE from THOMPSON Post Office	1, 3, 5	Finish
	A13:00	LOAD/UNLOAD - Thompson Post Office	A13:40	
	D13:10	Thompson Post Office	A13:30	
Finish	A13:15	Thompson Rail Yard (Via Rail)	D13:25	
	E13:15	LOAD/UNLOAD Thompson Rail Yard	E13:25	Start

Frequency definition:

Day 1 = Monday Day 2 = Tuesday Day 3 = Wednesday Day 4 = Thursday
Day 5 = Friday Day 6 = Saturday Day 7 = Sunday.

Legend: A means Arrival D means Departure E means Exchange Mail

Approximate annual distance from Thompson Post Office – Rail yard -Thompson Post Office	662 km
Operating days per year	147
Approximate daily distance	4.5 km
Trips per week	3

Requirements for Service:

1.3 The Mail product will be placed in monotainers (see definition and pictures in Section 4).

1.4 The Contractor shall pick-up and transport the monotainers of Mail using a covered vehicle. The cargo space must be fully enclosed, weatherproof and be capable of carrying all monotainers tendered by Canada Post in one trip.

1.5 The monotainers will be picked up at the Thompson post office in accordance to the days and times listed in the table in section 1.2. The Mail Product in the monotainers will be destined for any of the following destinations:

- a. Ilford
- b. Pikwitonei
- c. Thicket Portage

The Contractor is responsible to ensure that the Mail product picked-up on each day indicated in the table in section 1.2, is moved on a train in the same day that it is tendered by Canada Post.

For example: Mail product picked up on day 1 (Monday) at the Thompson Post Office is to be moved on a train departing on Monday. Mail product picked up on day 3 (Wednesday) the Thompson Post Office is to be moved on a train departing on Wednesday. The same for day 5 (Friday).

1.6 The Contractor shall be responsible for loading the monotainers into the Contractors vehicle at the Thompson post office. No Canada Post personnel are available to assist.

1.7 The Contractor shall be responsible for unloading the monotainers and placing the Mail product (mail bags) onto the rail service. Monotainers are not loaded onto the train.

1.8 Empty monotaier(s) are to be returned to the Thompson post office on each scheduled trip.

1.9 The Mail inbound for Thompson Post Office will picked-up in accordance to the days and times listed in the table in section 1.2.

- 1.10 The Contractor shall be responsible for loading Mail product inbound for Thompson from rail service into the shuttle vehicle.
- 1.11 The Contractor shall be responsible for bringing the inbound Mail to the Thompson post office and unload the Mail product at the Thompson post office.
- 1.12 The Contractor is required to leave the post office and proceed directly to the train yard in time to ensure connection for the dispatch of the outbound Mail. Then, retrieve the Mail and return directly to the Thompson post office to deposit the inbound Mail.
- 1.13 The contractor may be required to use MMHE (Motorized Material Handling Equipment) to perform the service. **If the driver(s) need(s) to use an industrial low lift truck or a MMHE equipment**, then the contractor at its own expense) shall provide personnel who are properly trained and certified (carry a card) in accordance to the Canada Labour Code (“Code”) and the Canadian/Provincial Occupational Health and Safety Regulations (“COSH”) level in the operation of industrial low lift trucks (Motorized Material Handling Equipment (MMHE), similar to LR7 and LW7.
- 1.14 If the Contractor is required to use Canada Post equipment for loading and/or unloading the Mail, the Contractor shall make such use at its own risk and shall indemnify and hold Canada Post harmless pursuant to the indemnification provisions set forth in the Agreement, with respect to any liability arising from such use.
- 1.15 The Contractor’s driver may be required to produce a certification document/card, in the use of MMHE to any Canada Post Officials upon request. Lack of proof will require the Contractor to provide a driver certified, in the use of MMHE, for the service or an alternate Contractor (at the contractor’s expense) will be used until a certified driver can be provided.
- 1.16 The specified distance may vary from posted distance. It is the Contractors responsibility to verify actual distance.
- 1.17 The Contractor is responsible for verifying the train arrival and departure times.
- 1.18 There will be no additional payment for delayed trains.
- 1.19 If Canada Post approves an extra trip, the Contractor must obtain a pre-authorized number from Area Performance Center @ 1-800-665-8732 before the service is provided. A separate invoice must be sent to Prairie Network Transportation Operations, 1870 Wellington Avenue Winnipeg, MB R3H 3H3. The invoice must stipulate the Pre-Authorization number, contract number and the dates the services were rendered.
- 1.20 In case of inclement weather and road conditions, the Contractor will be required to perform the scheduled trips if at all possible. If it is deemed impossible or unsafe the Contractor will be required to perform the trip as soon as the inclement conditions have improved. Contractor must provide 24-hour communication access to Thompson post office @ 204-677-5209.

Section 2 – Service between Thompson Post Office and Thompson rail yard ; Thompson rail yard and Churchill rail yard; Churchill rail yard and Churchill Post Office

Estimated volumes:

2.1 The estimated volumes are between 4-6 monotainers per day (approximately 800-1200KG). Volumes may increase during the peak seasons (Christmas & Easter).

2.2 The Contractor shall be responsible for obtaining the space required on a train to ensure the conveyance of the Mail product by rail service between Thompson and Churchill on the days listed in the table below in this section.

Frequency of Service:

	DAYS		DAYS	
Start ↓	2, 5	SERVICE from THOMPSON Post Office	2,5	Finish ↑
	A13:00	LOAD/UNLOAD - Thompson Post Office	A13:40	
	D13:10	Thompson Post Office	A13:30	
	A13:15	Thompson Rail Yard (Omnitrax)	E13:25	
	E13:15	LOAD/UNLOAD Thompson Rail Yard	E13:25	Start ↑

Frequency definition:

Day 1 = Monday Day 2 = Tuesday Day 3 = Wednesday Day 4 = Thursday
Day 5 = Friday Day 6 = Saturday Day 7 = Sunday.

Legend: A means Arrival D means Departure E means Exchange Mail

Approximate annual distance from Thompson Post Office – Rail yard -Thompson Post Office	459 km
Operating days per year	102
Approximate daily distance	4.5 km
Trips per week	2

Requirements for Service:

2.3 The Mail product will be placed in monotainers (see definition and pictures in Section 4).

2.4 The Contractor shall pick-up and transport the monotainers of Mail using a covered vehicle. The cargo space must be fully enclosed, weatherproof and be capable of carrying all monotainers tendered by Canada Post in one trip.

2.5 The monotainers will be picked up at the Thompson post office in accordance to the days and times listed in the table in section 2.2. The Mail Product in the monotainers will be destined to Churchill Post Office.

The Contractor is responsible to ensure that the Mail product picked-up on each day indicated in the table in section 2.2.

2.6 The Contractor shall be responsible for loading/unloading the monotainers into the Contractors vehicle at the Thompson Post Office. No Canada Post personnel are available to assist.

2.7 Empty monotainer(s) are to be returned to the Thompson Post Office on each scheduled trip.

2.8 The Mail inbound for Thompson post office will be picked-up in accordance to the days and times listed in the table in section 2.2.

2.9 The Contractor shall be responsible for loading/unloading Mail product inbound for Thompson from rail service into the shuttle vehicle.

2.10 The Contractor shall be responsible for bringing the inbound empty equipment (bags, trays and monotainers) and Mail to the Thompson Post Office.

2.11 The Contractor is required to leave the post office and proceed directly to the train yard in time to ensure connection for the dispatch of the outbound Mail. Then, retrieve the Mail and return directly to the Thompson post office to deposit the inbound Mail.

2.12 The contractor may be required to use MMHE (Motorized Material Handling Equipment) to perform the service. **If the driver(s) need(s) to use an industrial low lift truck or a MMHE equipment**, then the contractor at its own expense) shall provide personnel who are properly trained and certified (carry a card) in accordance to the Canada Labour Code (“Code”) and the Canadian/Provincial Occupational Health and Safety Regulations (“COSHS”) level in the operation of industrial low lift trucks (Motorized Material Handling Equipment (MMHE), similar to LR7 and LW7.

2.13 If the Contractor is required to use Canada Post equipment for loading and/or unloading the Mail, the Contractor shall make such use at its own risk and shall indemnify and hold Canada Post harmless pursuant to the indemnification provisions set forth in the Agreement, with respect to any liability arising from such use.

2.14 The Contractor’s driver may be required to produce a certification document/card, in the use of MMHE to any Canada Post Officials upon request. Lack of proof will require the Contractor to provide a driver certified, in the use of MMHE, for the service or an

alternate Contractor (at the contractor's expense) will be used until a certified driver can be provided.

2.15 The specified distance may vary from posted distance. It is the Contractors responsibility to verify actual distance.

2.16 The Contractor is responsible for verifying the train arrival and departure times.

2.17 The train schedule may change and is the contractor's responsibility to check the train departures and arrivals in Thompson and Churchill. The Contractor is responsible to move all Mail product dispatched to them.

2.18 There will be no additional payment for delayed trains.

2.19 If Canada Post approves an extra trip, the Contractor must obtain a pre-authorized number from Area Performance Center @ 1-800-665-8732 before the service is provided. A separate invoice must be sent to Prairie Network Transportation Operations, 1870 Wellington Avenue Winnipeg, MB R3H 3H3. The invoice must stipulate the Pre-Authorization number, contract number and the dates the services were rendered.

2.20 In case of inclement weather and road conditions, the Contractor will be required to perform the scheduled trips if at all possible. If it is deemed impossible or unsafe the Contractor will be required to perform the trip as soon as the inclement conditions have improved. Contractor must provide 24-hour communication access to Thompson Post Office @ 204-677-5209.

Section 3 - Shuttle service between Churchill Post Office & Churchill rail yard and Shuttle service between Churchill Post Office & Churchill airport

Estimated volumes:

3.1 The estimated volume of Mail is between 100-200KG per day. Volumes may increase during the peak seasons (Christmas & Easter).

3.2 The Contractor is responsible to move all Mail product dispatched to them. The frequency of service is subject to change as required by operational service standards.

Frequency of Service:

DAYS			DAYS	
Start ↓ Finish	2, 4 & 6	SERVICE from CHURCHILL Post Office	2, 4 & 6	Finish ↑ Start
	A11:00	LOAD/UNLOAD - Churchill Post Office	A11:45	
	D11:10	Churchill Post Office	A11:40	
	A11:15	Churchill Rail Yard	D11:35	
	E11:20	LOAD/UNLOAD Churchill Rail Yard	E11:30	

DAYS			DAYS	
Start ↓ Finish	1 - 5	SERVICE from CHURCHILL Post Office	1 - 5	Finish ↑ Start
	A09:50	LOAD/UNLOAD Churchill Post Office	A10:50	
	D10:00	Churchill Post Office	A10:40	
	A10:10	Churchill Airport	D10:30	
	E10:15	LOAD/UNLOAD Churchill Airport	E10:25	

Legend:

A Arrival D Departure E Exchange of mail

1=Monday 2=Tuesday 3=Wednesday 4=Thursday 5=Friday 6=Saturday 7=Sunday

Approximate annual distance from Churchill Post Office to Rail yard and Airport	4124 km
Operating days per year from Post Office to rail yard	156
Approximate daily distance from Post Office to rail yard	4 km
Approximate daily distance from Post Office to the airport	14 km
Operating days per year to go to the airport	250

3.3 The Contractor is responsible for checking the train and flight arrival and departure times.

3.4 There will be no additional payment for delayed train or flights.

3.5 The above schedule is subject to change in accordance with rail and flight schedules.

3.6 The specified annual distance may vary from posted distance. It is contractor's responsibility to verify actual distance.

Requirements of Service from the Post Office to the Rail yard

3.7 The Mail product will be placed in monotainers (see definition and pictures in Section 4).

3.8 The Contractor shall pick-up and transport the monotainers of Mail using a covered vehicle. The cargo space must be fully enclosed, weatherproof and be capable of carrying all monotainers tendered by Canada Post in one trip.

3.9 The monotainers will be picked up at the Churchill post office in accordance to the days and times listed in the table in section 3.2.

3.10 The Contractor shall be responsible for loading/unloading the monotainers into the Contractors vehicle at the Churchill post office. No Canada Post personnel are available to assist.

3.11 The Contractor shall be responsible for loading/unloading the monotainers and tendering the Mail product (mail bags) to the rail service.

3.12 Empty monotainer(s) are to be returned to the Churchill post office on each scheduled trip.

3.13 The Contractor shall be responsible for loading Mail product inbound for Churchill from rail service into the shuttle vehicle.

3.15 The Contractor shall pick-up the Mail product (mail bags) destined for Thompson from the Churchill post office in time to meet the inbound mail.

3.16 The Contractor shall be responsible for loading the Mail product at the Churchill post office in accordance with the days and times listed in the table in section 3.2. No Canada Post personnel are available to assist.

3.17 The Contractor shall unload the inbound Mail product for Churchill from the train service and place the Mail product into the Contractors covered vehicle.

3.18 The Contractor shall deliver the Mail product to the Churchill post office in accordance with the schedule listed in section 3.2. The Mail product shall be delivered during the business hours of the Churchill Post Office (refer to Section 5).

3.19 If Canada Post approves an extra trip, the Contractor must obtain a pre-authorized number from Area Performance Center @ 1-800-665-8732 before the service is provided. A separate invoice must be sent to Transportation Area West, 1870 Wellington Avenue Winnipeg, MB R3H 3H3. The invoice must stipulate the Pre-Authorization number, contract number and the dates the services were rendered.

3.20 In case of inclement weather and road conditions, the Contractor will be required to perform the scheduled trips if possible. If it is deemed impossible or unsafe the Contractor will be required to perform the trip as soon as the inclement conditions have improved. The Contractor must provide 24-hour communication access to Thompson post office @ 204-677-5209.

Requirements of Service from Post Office to airport:

Estimated volumes:

3.21 The mail Product between the post office and the airport consists of 1-5 bags of Mail, 5 times a week in accordance with the schedule listed above. This Mail is accompanied by a manual flight dispatch bill (FDB). This is a manual form that needs to be signed off and presented to the airline along with the Mail.

3.22 The Contractor shall pick-up and transport the mail using a covered vehicle. The cargo space must be fully enclosed, weatherproof and be capable of carrying all bags tendered by Canada Post in one trip.

3.23 The Contractor shall be responsible to load /offload the mail at the Post Office and airport and to shuttle the mail product between the Churchill Post Office and the Churchill airport (cargo facility). The Mail will be presented in bags.

3.24 If Canada Post approves an extra trip, the Contractor must obtain a pre-authorized number from Area Performance Center @ 1-800-665-8732 before the service is provided. A separate invoice must be sent to Transportation Area West, 1870 Wellington Avenue Winnipeg, MB R3H 3H3. The invoice must stipulate the Pre-Authorization number, contract number and the dates the services were rendered.

3.25 In case of inclement weather and road conditions, the Contractor will be required to perform the scheduled trips if possible. If it is deemed impossible or unsafe the Contractor will be required to perform the trip as soon as the inclement conditions have improved. The Contractor must provide 24-hour communication access to Thompson post office @ 204-677-5209.

Section 4: Additional Information

4.1 C.S.A. approved safety shoes must be worn at all times on Canada Post property.

4.2 The Contractors drivers will install and/or remove wheel chocks to/from truck’s wheels when loading/unloading the Mail product (if applicable).

4.3 Canada Post will provide the Contractor(s) with keys for the Thompson post office and the Churchill post office. The keys must be kept secure of all times. Loss of keys must immediately be reported to Area Performance Center @ 1-800-665-8732. The Contractor is liable for any cost incurred by Canada Post for the replacement of lost of keys

4.4 The Proposer shall ensure that the vehicles and the vehicle keys for the vehicles remain secure at all times.

4.5 The Contractor shall ensure that all equipment is licensed for the maximum legal G.V.W. All equipment must meet Federal, provincial and municipal regulations governing the use and condition of such equipment.

4.6 Canada Post Statutory holidays:

New Year’s Day	Canada Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
St-Jean Baptiste Day	Christmas Day
(Quebec only)	Boxing Day
Civic Holiday (except Quebec)	

The shuttle service usually does not operates on statutory holidays. However, for the purpose of determining payment for services required to operate on a statutory holiday, the following rules will apply:

Canada Post reserves the right to substitute a statutory holiday for a cancelled normal operating day. A modification to the schedule, which precedes or follows a statutory holiday, may be required resulting in cancelled trip(s), e.g. canceling the regular Saturday and Sunday trip preceding a holiday Monday. In such cases the contractor may be required to operate on the statutory holiday in lieu of the cancelled trip. No additional payment will be allowed.

4.7 **Service Failure Notification:** The contractor shall notify Canada Post’s, Area Performance Centre @ 1-800-665-8732 or apcwest@canadapost.ca as soon as possible after becoming aware of any situation that could impair the contractor’s ability to perform

the service in accordance with the terms of agreement (whether or not such impairment is due to Force Majeure). Such notice, together with a contingency plan shall be communicated via telephone or email, as soon as possible and no later than 3 hours after becoming aware of an actual or anticipated service impairment. In the event, that service is actually impaired, the Contractor shall send a follow-up communication via email to Canada Post's, Area Performance Center with a copy to Canada Post's representatives explaining the cause of the service impairment and actions taken to remedy the failure. The contractor shall provide details of date, service, Mail volumes (kilograms) impacted and provide a contingency plan to move the volumes on-hand. Delays and/or non Mail movement also, needs to be communicated to the local post offices.

4.8 In the event that the contractor is holding the Mail while in transit between the rail yard and the Canada Post facility due to any circumstances, the storage of Mail during the time in transit has to be in a dry and secured, such as the Post Office. Any service irregularities, problem or delays (breakdowns, weather, facility delays, etc) must be reported to the Area Performance Centre (APC) @ **1-800-665-8732** within 15 minutes of occurrence. Area Performance Centre must be informed in such cases with specific details such as volume of Mail the name and telephone number of the Contractor personnel who has care, custody and control of the Mail and the current location of the Mail

4.9 **Definition of a monotainer:**

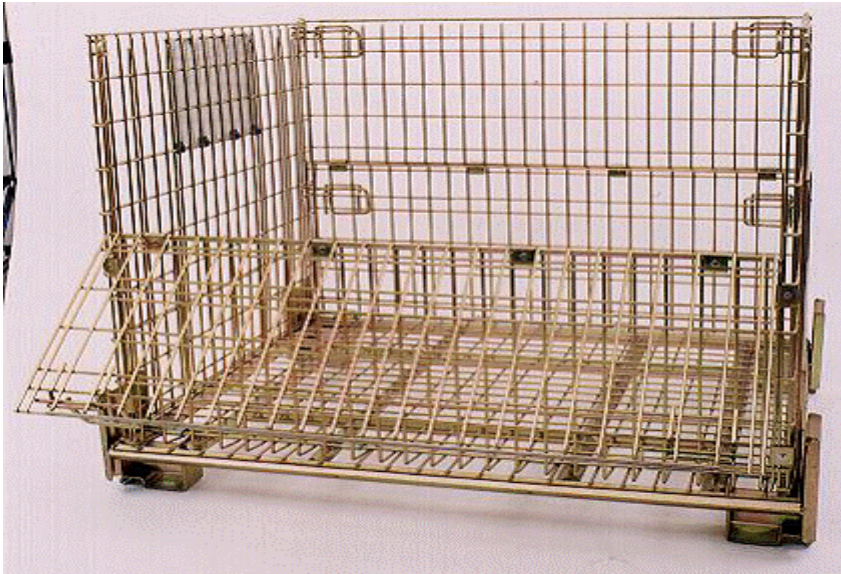
A monotainer consists of a rectangular welded steel base with open mesh sides constructed of horizontal and vertical wire rods welded at the crossover points. The entire front side, the upper half of the front side and the upper half of the rear side are hinged and may be individually or collectively opened downward to facilitate loading.

When empty, the four sides of the monotainer may be folded inward onto the base. The monotainers may be kept erect (Sample 1) or collapsed (Sample 2). A monotainer is primarily designed as a container to hold mail in transit.

The dimensions of monotainer are:

- Length 48.9" - Width 39.8"
- Height 38" - Weight – approx 93 kgs.

Sample 1- Monotainer:



Sample 2 - Collapsed Monotainer:



Section 5: Post Offices

Post Office Address (subject to change):

Thompson MB Post Office
Address 103 Selkirk Ave
Thompson MB R8N 0L0

Churchill MB Post Office
Address: 204 Lavendry St
Churchill MB R0B 0E0

Business hours (subject to change)

Monday to Friday
08:00 – 17:30

Monday to Friday
08:00 – 17:30

Attachment 2: Pricing Table(s)

Proposers are to complete the attached Microsoft Excel spreadsheets named:

Attachment#2A Pricing-Section by Section

Attachment#2B Pricing-Total Solution

Attachment 3: Terms and Conditions

Please reference Microsoft Word document named: Model Agreement.pdf which is included in the documents attached for this RFP.

Attachment 4: Letter of Offer

To: RFP CONTROL OFFICER
CANADA POST CORPORATION
N0751-2701 RIVERSIDE DR
OTTAWA ON K1A 0B1

Re: Letter of Offer – Conveyance of mail from Thompson Manitoba to the communities of Ilford, Pikwitonei, Thicket Portage and Churchill Manitoba using surface and rail service - RFP # 380NN14MSV002A

We are submitting a Proposal in response to the referenced RFP, and hereby offer to provide the goods and/or services as indicated in the RFP in consideration of payment by the Corporation.

The Proposer acknowledges that responses to the RFP must be stand-alone documents, complete and integral in their own right, containing everything necessary to allow the Corporation to evaluate them fully, subject to any need the Corporation may have for clarification in respect of any given response. Previously submitted information cannot be considered.

We have carefully examined the RFP documents and have a clear understanding of the requirements of the RFP and the RFP Process. By submitting the Proposal, we acknowledge that we have read and understood and will comply with Sections 1, 2 and 3 of the RFP and with all the Mandatory Requirements as stated in Section 4.0 of the RFP and have submitted all substantiating information as requested. Failure to submit requested substantiating information or if the substantiating information does not meet the Mandatory Requirements will result in disqualification of the Proposal.

We, or any of our sub-contractors, or any of our employees or any of our sub-contractor'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.

We are not aware of any potential conflict of interest where an employee or family member of an employee of the Corporation has an interest in our organization (the Proposer), or in any of our sub-contractors or any Proposer that may be included in the RFP submission.

If we are in a Conflict of Interest (Actual or Potential) we have completed the Declaration of (Actual or Potential) Conflict of Interest document located in this Attachment 4.

We agree to abide by all of the terms of the Supplier Code of Conduct located in this Attachment 4.

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

We are not involved in collusion or arrangement with any other Proposers in connection with this RFP. We have no knowledge of and have made no comparison of the information in our Proposal with the information contained in any other Proposal.

Other than as disclosed in an annex to this letter, neither we, nor any of our directors, officers or senior management, nor any of our employees who in the latter case, may be responsible to perform any work under any resulting Contract with the Corporation are, or have been, convicted

of any of the following offences (other than an offence for which a criminal pardon has been granted):

- frauds against the government under the Criminal Code;
- frauds under the Financial Administration Act;
- payment of a contingency fee to a person to whom the Lobbying Act applies;
- corruption, collusion, bid-rigging or any other anti-competitive activity;
- money laundering;
- participation in activities of criminal organizations;
- income and excise tax evasion;
- bribing a foreign public official; or
- offences in relation to drugs.

We certify that the submitted financial information is correct.

We understand that our submitted Proposal may be accepted by the Corporation in whole or in part, within the Validity Period, and is irrevocable during that period.

In the event the Corporation selects our Proposal, in whole or in part, we agree to finalize and execute the Agreement in accordance with procedures stated in the RFP. We understand that the Proposal must be a standalone document complete in its own right containing everything necessary to allow the Corporation to evaluate you fully.

We hereby consent to the Corporation performing checks with the references listed in the Proposal.

We acknowledge and understand that the Corporation may disqualify the Proposal of any Proposer where the Proposer fails to provide information or makes misrepresentations regarding any of the information included in the Letter of Offer. Further, we acknowledge and understand that the Corporation will have the right to rescind any contract resulting from this RFP with the Selected Proposer in the event that the Corporation, in its sole discretion, determines that the Selected Proposer has failed to provide information or made misrepresentations regarding any of the information in the Letter of Offer or the Proposal, in addition to or in lieu of any other remedies that the Corporation has in law or in equity.

SIGNED

Company Name

Print Name and Title

Signature of Proposer

Date

I have authority to bind the Proposer

Attachment to Letter of Offer

Declaration of (Actual or Potential) Conflict of Interest:

Attachment to Letter of Offer

Supplier Code of Conduct:

1. Introduction

Canada Post Corporation (Canada Post), a federal Crown corporation, aims to maintain the confidence of all its stakeholders by minimizing legal, financial and reputation risks. Canada Post believes that adherence to its corporate values and undertakings in social responsibility is essential. Canada Post and the other members of the Canada Post Group of Companies (Group of Companies) endeavour to deal with suppliers who share this view. The *Canada Post Supplier Code of Conduct* (Code) outlines the guidelines, principles and standards that suppliers of the Canada Post Group of Companies are expected to follow and uphold in their business and throughout their supply chain.

2. Application

The Code applies to all suppliers of the Canada Post Group of Companies, their sub-suppliers and sub-contractors, be it for the supply of goods or services. All suppliers of the Group of Companies must carefully review the guidelines in the Code and agree to abide by the guidelines as a condition of doing business with Canada Post.

3. Business integrity

Compliance with laws

In all their activities, suppliers must ensure that they conduct business in compliance with the laws, rules and regulations applicable to the goods and services they provide.

Conflicts of interest

In their relationship with Group of Companies employees, suppliers must not try to gain improper advantage or preferential treatment for other relationships they may have with Canada Post (for example, as a client); furthermore, suppliers must not inappropriately influence Group of Companies employees.

Gifts and entertainment

The inappropriate use by suppliers of entertainment and gifts with Group of Companies employees is prohibited. As such, the nature of any gifts or entertainment must not be used – whether by their quality, quantity or timing – by suppliers to gain improper advantage or preferential treatment. Canada Post expects suppliers to maintain appropriate records of gift and entertainment offers to Group of Companies employees.

Suppliers are advised that Group of Companies employees must seek approval from the head of their Sourcing Management team before accepting entertainment or gifts from a supplier.

Anti-bribery and anti-corruption

It is never acceptable for any supplier to offer any bribe, kickback or other unlawful payment or benefit to secure any concession, contract or other favourable treatment.

Confidential information and information barriers

If in their dealings with Canada Post, suppliers become aware of confidential or material undisclosed information about the Group of Companies or its clients, Canada Post expects suppliers to have in place policies and procedures for the proper handling and use of such information (such as information barriers). These policies and procedures must meet applicable legal and regulatory requirements to prevent inappropriate access or disclosure of this information.

4. Responsible business practices

Privacy and information security

Suppliers must use information obtained through their relationship with the Group of Companies only for the purpose of the supply relationship.

Suppliers must store information securely, as agreed with Canada Post, and have in place appropriate information security policies and procedures. Suppliers must notify Canada Post promptly of actual or suspected privacy breaches, security breaches or losses of Group of Companies information.

Business resumption and contingency planning

As some suppliers' goods and services are critical to the Group of Companies' businesses, suppliers are expected to have and maintain business continuity and disaster recovery plans in accordance with applicable regulatory, contractual and service level requirements.

5. Responsible treatment of individuals

Respect and dignity

Suppliers must maintain workplaces characterized by professionalism, and respect for the dignity of every individual with whom their employees interact. Suppliers must respect the diversity of their employees, clients and others with whom they interact, both in and outside the workplace, including respect for differences such as gender, race, colour, age,

disability, sexual orientation, ethnic origin and religion. Suppliers must not tolerate harassment, discrimination, violence, retaliation and other disrespectful and inappropriate behaviour.

Employment practices

Suppliers must abide by applicable employment standards, labour, non-discrimination and human rights legislation. Where laws do not prohibit discrimination or where they allow for differential treatment, suppliers are expected to be committed to non-discrimination principles and to operate in a way that does not differentiate unfairly.

Suppliers must demonstrate that, in their workplaces:

- child labour is not used;
- discrimination and harassment are prohibited;
- employees are free to raise concerns and speak up without fear of reprisal;
- appropriate and reasonable background screenings, including investigations for prior criminal activity, have been done to ensure the integrity and good character of the suppliers' employees;
- clear and uniformly applied employment standards meet or exceed legal and regulatory requirements.

Health and safety

Suppliers are expected to provide healthy and safe workplaces and comply with relevant health and safety laws. Suppliers are expected to provide all their employees with adequate information and instruction on health and safety concerns and to enable their employees to meet their responsibilities for the maintenance of a healthy and safe workplace.

6. Environment

Suppliers are required to work with Canada Post to promote environmental sustainability. Suppliers are to help reduce its collective environmental footprint.

7. Sub-suppliers and sub-contractors

Suppliers will ensure that their sub-suppliers and sub-contractors comply with a set of standards compatible with the Code.

8. Record keeping

Suppliers must not destroy records that may be relevant to any pending or threatened legal or regulatory proceeding of which suppliers become aware.

Suppliers must maintain adequate internal records to document compliance with supply requirements of the Group of Companies and the suppliers' commitments under the Code.

9. Compliance and monitoring of the Code of Conduct

Suppliers are expected to adhere to and comply with the *Canada Post Supplier Code of Conduct*. Suppliers may be required to periodically confirm in writing that they meet their obligations under the Code. In some circumstances, the Group of Companies may audit a supplier's control environment.

Failure to comply with the Code may result in the termination of a supplier's relationship with Canada Post.

Contact information

If you have any questions about the *Canada Post Supplier Code of Conduct*, contact Sarah van Hooydonk, Manager, Internal Control and Monitoring, at sarah.vanhooydonk@canadapost.ca.

**Attachment 5:
Corporate Security Questionnaire & Supporting Security Documents**

Refer to Microsoft Word document named “Attachment 5-Securityquestionnaire.doc”

Appendix 1 to Attachment 5: Organization Security Requirements

Refer to .pdf document named “Attachment 5-OSR-Thompson-Chuchill.pdf”.