



Correctional Service Canada    Service correctionnel  
Canada

Ottawa, Canada  
K1A 0P9

**REQUEST FOR PROPOSAL**

**FOR**

**Snow Removal  
Grand Valley Institution  
1575 Homer Watson Blvd  
Kitchener Ontario  
N2P 2C5**

**R.F.P. 21465-13-18-1914651  
CLOSING DATE: August 26, 2013  
TIME: 1400 hours**

**Issued by:  
July 17, 2013  
Contracting & Materiel Services  
Correctional Service of Canada  
Regional Headquarters  
443 Union Street  
PO Box 1174  
Kingston Ontario  
K7L 2R8**

**Bidder Signature**

<b>Vendor/Firm Name and Address</b>	
          <b>Telephone No.</b> <b>Facsimile No.</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(Type or print):</b> _____	
<b>Signature</b>	<b>Date</b>

**Contractor Status**

This is a request for the performance of a service only and nothing shall be construed to constitute an offer of employment. The successful Contractor will be engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation or Income Tax.

## **PART I BIDDER INSTRUCTIONS AND CONDITIONS:**

### **1. Priority of Documents**

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

- a. Part 1 Bidder Instructions and Conditions;
- b. Part 2 Proposal Preparation Instructions;
- c. Part 3 Resulting Contract Clauses;
- d. Appendix A Statement of Work;
- e. Appendix B Evaluation Criteria and Evaluation Procedures;
- f. Appendix C Certifications;

### **2. Enquiries - solicitation stage**

All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority name in Part 3, item 4. Contracting Authority as early as possible within the bidding period.

Enquiries and issues must be received by the Contracting Authority no later than five (5) business days prior to the bid closing date specified on the cover page of this RFP document to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the bid closing date. To ensure consistency and quality of information provided to Bidders, the Contracting Authority will provide, simultaneously to all bidders to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

### **3. Right to Negotiate or Cancel**

Rights of Her Majesty

Her Majesty reserves the right to:

- reject any or all proposals received in response to this RFP
- further negotiate with bidders in order to arrive at the most cost-effective contract that is in keeping with the terms and conditions of the RFP
- accept any proposal in whole or in part without prior negotiation
- cancel and/or reissue this RFP at any time
- award one or more contracts
- keep, for Her Majesty's records, all proposals and documentation submitted in response to this RFP.

### **4. Proposal Validity Period**

Proposals submitted in response to this Request for Proposal will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.

**EXTENSION OF BID VALIDITY PERIOD:** Canada may request an extension of the bid validity period if Canada determines that such period is not sufficient for evaluation & contract award. If Canada requests an extension of the bid validity period, a bidder may refuse to extend its bid validity period, in which case, Canada will continue its evaluation without regard to that bidder's proposal.

## **5. Terms and Conditions of Request for Proposal and Resulting Contract**

The Bidder's signature indicates acceptance of the terms and conditions governing the resulting contract as stated herein. No modification or other terms and conditions included in the bidder's proposal will be applicable to the resulting contract notwithstanding the fact that the Bidder's proposal may become part of the resulting contract.

## **6. Status and availability of Resources**

The Bidder's signature indicates that, should the Bidder be authorized to provide the services under any contract resulting from this solicitation, the persons proposed in its bid shall be available to commence performance of the Work required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfillment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has the written permission from such person (or the employer of such person) to propose the services of such person in relation to the Work to be performed in fulfillment of this requirement and to submit such person's résumé to the Contracting Authority in connection with this solicitation. The Bidder must upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. Failure to comply with such a request may lead to disqualification of the Bidder's proposal.

The Project Authority reserves the right to interview any personnel resources proposed to be assigned to the contract and at no cost to the Department to confirm the knowledge and experience claimed.

## **7. Code of Conduct for Procurement**

The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:

- (a) payment of a contingency fee by any party to a contract to a person to whom the Lobbyists Registration Act, R.S. 1985, c. 44 (4th Supplement) applies;
- (b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

The Bidder's signature indicates that the Bidder certifies that it meets the above requirements.

Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud committed against Her Majesty) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

Furthermore, Bidders agree that compliance with the Code of Conduct for Procurement is a condition of the resulting contract.

## 8. Supplier Registration Information (SRI)

The Supplier Registration Information (SRI) service has created a database of registered suppliers interested in doing business with the federal government. SRI offers suppliers a central registration point and allows government buyers to search for sources of supply for low-dollar value opportunities not included in MERX. You can register in SRI and obtain a Procurement Business Number (PBN) which will identify you in the system. Processing the SRI registration may take up to two working days, therefore if you do not have a PBN you should obtain one through SRI to avoid possible future delays. You may register in SRI directly through the Internet at: <http://contractscanada.gc.ca/en/index.html>. For non-Internet registration, you may contact the Contracts Canada InfoLine at 1-800-811-1148, or at (819) 956-3440 in the National Capital Area, to obtain the telephone number of the nearest Supplier Registration Agent.

SRI can be accessed by all departments and agencies giving you greater potential for opportunities. The PBN will eventually become the common identifier for all government purchasing and payment systems as government implements electronic commerce processes. You are strongly encouraged to obtain your PBN through the SRI service as soon as possible.

## 9. Vendor Performance

1. Canada may reject a bid where any of the following circumstances is present:
  - (a) the Bidder, or any employee or subcontractor included as part of the bid, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act; or
  - (b) The Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which renders the Bidder ineligible to bid on the Work;
  - (c) an employee or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Policy, which would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - (d) With respect to current or prior transactions with the Government of Canada:
    - (1) The Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
    - (2) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
    - (3) Canada has exercised its contractual remedies of suspension or termination for default with respect to a Contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
    - (4) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is

sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a bid pursuant to a provision of paragraph 1, other than 1(b), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, prior to making a final decision on the bid rejection.

## 10. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by Telephone or in person.

## PART 2 PROPOSAL PREPARATION INSTRUCTIONS:

### 1. Signature of Proposal by Bidder and Definition of "Bidder"

- (a) Canada requires that each proposal be signed by the Bidder or by an authorized representative of the Bidder. Bidder's proposals should be properly signed when submitted at bid closing. However, where Canada determines that the bidder has omitted to sign the proposal as required, Canada will provide the Bidder with 24 hours to submit a proper signature page.
- (b) In this solicitation, the "Bidder" means the legal entity (or, in the case of a joint venture bidder, the legal entities) submitting the proposal in response to the solicitation and does not include the parent, subsidiaries or other affiliates of that legal entity, or its subcontractors.

Note to Bidders: Bidders can sign their proposals by copying the front page of this solicitation, signing it, and submitting it as part of their proposal or by including a signature page in a prominent location in their proposals.

### 2. Proposal Preparation Instructions

***NOTICE: PROPOSALS SUBMITTED BY SUCH MEANS AS ELECTRONIC MAIL WILL NOT BE ACCEPTED.***

PROPOSAL AND PRE-AWARD COSTS: No payment shall be made for costs incurred in the preparation & submission of a proposal in response to this RFP. No payments will be made for costs incurred for clarification(s) that may be required by Canada.

Bidders are requested to prepare their proposal in three (3) separate sections as follows:

Section 1: Technical Proposal (with no reference to price): three (3) copies.

Section 2: Financial Proposal: one (1) copy

Section 3: Appendix C Certifications: one (1) copy

#### 2.1 Section 1: ***Preparation of Technical Proposal:***

- 2.1.1 In the Technical Proposal, the Bidder should demonstrate its understanding of the requirements of the Statement of Work **Appendix A**, as well as demonstrate how the Bidder will meet the requirements of **Appendix B**.

**Three (3) copies of the Technical Proposal are required.**  
**THE TECHNICAL PROPOSAL MUST EXCLUDE ANY REFERENCE TO FINANCIAL INFORMATION RELATIVE TO THE COSTING OF THE PROPOSAL.**

## **2.2 Section 2: Preparation of Financial Proposal:**

### **2.2.1 Only a single copy of the financial proposal is required.**

Proposers are requested to submit their financial proposal (single copy) in an envelope **separate from** their technical proposal (three copies).

**2.2.2 Bidders must provide an all-inclusive fixed price for fees, for the services herein described. All prices are to be quoted GST/HST Extra.**

- a) Payments will be made upon submission of monthly invoices detailing the level of effort expended during the billing period, based on the rates included in Appendix "C" of the resulting contract.
- b) Bidders submitting a price proposal other than the one requested in 2.2.2, or Bidders submitting more than one price may be declared non-compliant for their financial proposal.

### **2.2.4 Goods and Services Tax (GST) or Harmonized Sales Tax (HST)**

The price quoted is exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable. All amounts shown in the proposal or resulting contract are exclusive of GST or HST unless otherwise indicated. Bids will be evaluated without GST or HST. The GST or HST, to the extent applicable, will be shown as a separate item and incorporated into all invoices or progress claims and will be paid by Canada. The Contractor agrees to remit to the Canada Revenue Agency any GST or HST paid or due.

### **2.2.5 Pricing Review**

Bidders are advised that a review of the proposed pricing may be required by Canada. Detailed supporting data may be requested by Canada to validate the rates & other charges proposed.

In case of an error in the extension of prices, the unit price will govern.

## **2.3 Section 3: Certifications (See Appendix C): one (1) copy**

### **Only a single copy of the completed and signed certifications is required.**

Proposers are requested to submit their certifications (single copy) in an envelope **separate from** their technical proposal (three copies).

## **3. Submission of Proposals**

Your proposal is to be addressed as follows and **must be received on or before August 26, 2013 at 1400hours.**

Geoff Hinch  
Regional Procurement & Contracting Officer  
443 Union Street

PO Box 1174  
Kingston Ontario  
K7L 2R8

**All by hand deliveries must be made to the CSC mailroom located on the ground floor at 443 Union Street Kingston Ontario.**

LATE BIDS: CSC will return, unopened, bids delivered after the stipulated bid solicitation closing date and time.

**PART 3 RESULTING CONTRACT CLAUSES:**

**1. Terms and Conditions of the resulting contract**

The general terms and conditions and clauses contained in appendix D form part of this Request for Proposal document and any resulting contract, subject to any other express terms and conditions.

**2. Period of Work**

The contract is for the period September 1 2013 and is to be completed on or before the 31 August 2014 with the option to renew for 2 option years.

**3. Project Authority**

Chief of Facilities Management  
Grand Valley Institution  
1575 Homer Watson Blvd  
Kitchener Ontario  
N2P 2C5

The Project Authority or his designated representative will be responsible for monitoring the progress of the work and will be responsible for the technical requirements, the acceptance and approval of the deliverables. Any proposed changes to the scope of work may be discussed with the Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

**4. Contracting Authority**

*Geoff Hinch*  
Regional Procurement & Contracting Officer  
Regional Headquarters (O)  
443 Union Street  
PO Box 1174  
Kingston Ontario  
K7L 2R8  
Telephone: (613) 530-3167  
Facsimile: (613) 536-4571

The Contracting Authority is responsible for all matters of a contractual nature.

**5. Inspection/Acceptance**

All work to be performed and all deliverables to be submitted for the proposed Contract shall be subject to inspection by and acceptance of the Project Authority designated therein.

**6. Intellectual Property**

All material to be produced under this contract is subject to the Privacy Act and Access to Information Act. Copyright will belong to the Crown.

## **APPENDIX A STATEMENT OF WORK:**

### **1. Background**

*Correctional Service Canada requires snow plowing/shoveling/salting at 1575 Homer Watson Blvd. and 520 Manitou Drive, both located in Kitchener, Ontario. Snow plowing/shoveling shall embrace the roads, parking areas, driveways, vehicle gates, pedestrian gates, sidewalks, fire hydrants, etc as shown in "Appendix D" and other areas as directed by the Project Authority.*

### **2. Objective**

*The contractor must supply the snow removal service as and when required by Grand Valley Institution within 24 hours of request.*

### **3. Scope**

#### **3.1**

3.1 The contractor shall make good all damages caused by snow clearing and snow removal operations.

3.1.1 The contractor shall sweep all paved surfaces and sidewalks and dispose of all materials in an environmentally friendly manner at the end of the snow season.

3.1.2 The contractor and their employees must be Smart about Salt Certified.

3.1.3 The contractor is to provide 24/7 snow plowing/salting service with a one hour call in the event of a major snowfall/ ice event.

3.1.4 The contractor is to provide snow removal service within one day of a heavy snow event. Snow may not be stored on site and must be removed.

3.1.5 The contractor shall embrace the roads, parking areas, driveways, vehicle gates, pedestrian gates sidewalks etc. as shown on the attached drawing. (Appendix D) and other areas as directed by the Project Authority.

3.1.6. The contractor is to show a complete list of the equipment which the bidder proposes to use for the execution of the contract work and shall be furnished to the Correctional Service of Canada at the time of tendering. All equipment used on site must be less than five years old at time of contract award. All equipment must have safety markings and lights as required by provincial and federal legislation.

3.1.7 Snow clearing and /or removal shall be carried out by the contractor to warrant the safe continuous and unobstructed use of all fire hydrants, roadways, parking lots, sidewalks etc.

3.1.8 The contractor is to have areas cleared of snow, salted and/or sanded prior to shift changes which are at the following time: 06:30, 14:45 & 22:45..

3.1.9 The snow clearing under this contract shall be carried out in sufficient time in advance of shift arrivals and departure to ensure an uninterrupted flow of traffic to and from the sites.

3.1.10 The contractor shall abide by the municipal noise by-law during snow removal operations. A copy of the by-law is available from the city of Kitchener municipal office.

3.1.11 Snow bank levelling shall be carried out by the contractor as required or as directed, in order to provide safe vision at roadway intersections and unobstructed access to sidewalks, fire hydrants and other areas as requested. All building fronts shall be kept free of snow build up.

3.1.12 Contractor is to spread salt during icy conditions throughout parking lots, sidewalks, building exits and entrances and to ensure pedestrian traffic areas are made safe against slips and falls.

3.1.13 The contractor is to supply all manual labour for final clearing of fire hydrants, drainage openings, standpipes, doorways and sidewalks as required.

3.1.14 Fire routes shall be open to traffic at all times. "Open pass ploughing" shall be utilized to cover when the contractor is in process of ploughing and creating wind rows.

3.1.15 Snow removal is to be adhered to in the following sequence and can only be amended or changed through the duration of the contract by the Project Authority.

3.1.15.1 The main entrance/exit road from Homer Watson Blvd. to/from the Institution (Including Fire Hydrants)

3.1.15.2 The main entrance to the main building.

3.1.15.3 The sidewalks, roadway and parking lot "A" west of the entrance toward the Leer Plant (Including Hydrants)

3.1.15.4 The roadway and parking lot "B" east of the main entrance road towards Doon Herritave Village(Including hydrants).

3.1.15.5 Roadway from Manitou Drive to the secondary motorized gate

3.1.15.6 Remaining roadways and sidewalks as per attached sketch.

3.1.16 when inclement weather necessitates the commencement of the contractor to facilitate the work described in the contract the contractor shall start his operations promptly and carry them out diligently, working without stopping day and night, weekend and holidays so that the work is completed within a reasonable time and in accordance with the scope of work.

3.1.17 No official notice will be given to the contractor to begin his operations, but the following shall be adhered to as a guide to know when to start operations.

3.1.18 Snow must be ploughed starting at a minimum depth of 25 mm/1 inch.

3.1.19 Snow plow work must be completed when blowing and/or drifting snow occurs or is forecasted and when slippery or icy conditions are forecasted or exist. Snow ploughing is to be executed when directed by the Project Authority to overcome hazardous conditions or any combination of the above reasons.

3.1.20 Contractor must provide snow shovels and brooms as required.

## **APPENDIX B EVALUATION CRITERIA AND EVALUATION PROCEDURES:**

### **1. Evaluation Criteria:**

a. The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

#### 1.1 Mandatory Requirements

**1.1 Mandatory Requirements**

**1.1.1 Certifications: The bidder must include the completed and signed certification 1 and certification 2 enclosed as Appendix C.**

**1.1.2 The Firm:**

<b>Table 1.1.2</b>	
<b>MANDATORY REQUIREMENT</b>	<b>DEMONSTRATED COMPLIANCE:</b>
1.1.2.1 Bidders must provide proof that sufficient equipment is available to enable the Contractor to carry out the work promptly and efficiently including a plan to obtain equipment to complete their contractual obligations.	
1.1.2.2 Bidders must show proof that all vehicles are equipped with lights and signs in accordance with motor vehicle regulations pertaining to such equipment.	
1.1.2.3 Bidders must show proof that all equipment is mechanically sound (vehicles to Ontario Ministry of Transport Standards) and have adequate capacity and be of a suitable type to ensure that the work can be carried out satisfactorily.	
1.1.2.4 The bidder must provide the Correctional Service of Canada Project Authority with a contact person and phone number.	
1.1.2.5 The bidder must show proof of having the following minimum equipment: (1) 4x4 truck, 7500 G.V.W.(full size type), 2.3 minimum width, six(6) way hydraulic(hydraulic electric) plough, (no manual angle) and equipped with skid shoes and width markers; (1) Front-end loader/backhoe-minimum 57 HP SAE rating with bucket minimum ¾ cu m; (1) Dump truck tandem or single axle with minimum 10 cu m capacity (snow); Equipment suitable for sidewalk clearing salting; Equipment suitable for spreading salt(include application rate) on sidewalks as well as roadways; Equipment may be other configuration(utility) but must retain gross Vehicle Weight rating and the contractor must have the ability to spread salt either manually or with power equipment as required. Where	

<p>a contractor does not have the precise equipment but has equivalents, such equipment is to be listed on the tender. The decision as to acceptability rests with the Correctional Service Canada.</p>	
<p>1.1.2.6 Bidders must provide proof of a copy of insurance certificate of liability insurance for damage and vehicles. Must be provided again prior to working the first day of the contract.</p>	
<p>1.1.2.7 Bidders must provide proof of Workman's Compensation certification for all employees involved with this contract.</p>	
<p>1.1.2.8 Bidders must show proof that they have the SAS (Smart About Salt) designation by Landscape Ontario.</p>	

All of the proposed personnel must be able to obtain CSC Security Clearance to the level of enhanced reliability at the time of contract award.

### **1.3 Evaluation Procedures:**

1.3.1 Proposals will be evaluated in accordance with the Evaluation Procedures and Criteria identified herein for the total requirement of this Request for Proposal (RFP) and in conjunction with the accompanying Statement of Work, Appendix A.

1.3.2 The evaluation team reserves the right but is not obliged to perform any of the following:

- a) Seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) Contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, on 48 hours notice, to verify and validate any information or data submitted by the Bidder.

**1.3.3 It is understood by the parties submitting proposals that, to qualify:**

1.3.3.1 Bidders must (a) meet all the mandatory requirements of the RFP. The contract Will be awarded to the bidder who meets all of the mandatory requirements and provides the lowest bid price.

### **1.3.4 MANDATORY SITE VISIT**

A mandatory site visit will be scheduled for August 6, 2013 at 13:00. To participate please contact the Regional Procurement and Contracting Officer for further details.

**APPENDIX C CERTIFICATIONS:**

**NOTE TO BIDDERS: THE FOLLOWING CERTIFICATION REQUIREMENTS APPLY TO THIS REQUEST FOR PROPOSAL (RFP). BIDDERS ARE REQUESTED TO COMPLETE THESE CERTIFICATIONS BY FILLING IN THE APPROPRIATE SPACES BELOW AND INCLUDE THEM WITH THEIR PROPOSAL.**

**CERTIFICATION 1:**

**CERTIFICATION OF EDUCATION / EXPERIENCE:**

"The Bidder hereby certifies that all the information provided and supporting material submitted with the bid, particularly as this information pertains to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described herein".

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Name of duly authorized representative of Bidder

\_\_\_\_\_  
Signature of duly authorized representative of Bidder

\_\_\_\_\_  
Date

**CERTIFICATION 2 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY (FCP-EE)**

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some suppliers bidding for federal government contracts, valued at \$200,000 (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP-EE, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Social Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contract Regulations (currently at \$25,000.00, including all applicable taxes). Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP-EE for a reason other than the reduction of their workforce. Any bid from ineligible contractors will not be considered for award of a contract.

2. **The Bidder certifies its status with the FCP-EE, as follows (please  applicable box below):**

The Bidder:

- (a)  is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
  - (b)  is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act;
  - (c)  is subject to the requirements of the FCP-EE, having a workforce of 100 or more permanent full or part-time employees in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment (form LAB 1168) is required from the Bidder and should be attached to this signed certification and included with the bid.
  - (d)  Is subject to the FCP-EE, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared ineligible contractor by HRSDC).
3. If the Bidder does not fall within the exceptions enumerated in 2.(a) or (b) above, or does not have a valid certificate number confirming its adherence to the FCP-EE, the Bidder must fax a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC at 819-953-8768. The form can be found on the following Service Canada Website: <http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>.
  4. The bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default and to terminate it pursuant to the Default provisions of the Contract.

In all cases, the bidder is required to produce evidence or supporting information on demand prior to contract award, if such evidence is not included with its bid.

Further information on the FCP-EE is available on the following HRSDC Website: <http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>.

All Bidders to sign, provide name, title, and date:

Signature of authorized representative: \_\_\_\_\_

**NAME, TITLE AND DATE:** \_\_\_\_\_

# Appendix D: Site Map of Grand Valley Institution

