



REQUEST FOR STANDING OFFER (RFSO)

DND Reference Number: W8484-14-8082

LOGISTICS SUPPORT SERVICES FOR OPERATION HIGH SEAS
DRIFTNET (HSDN) 2014
HAKODATE, JAPAN



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PART I – INTRODUCTION

1 Introduction

- 1.1 The Department of National Defence (DND) Canadian Armed Forces (CAF) will be participating in Operation High Seas DRIFTNET in HAKODATE, Japan. As such, the CAF will require contracted logistic support services, and coordination services for the provision of airfield access services and related Aircraft Maintenance and Support Equipment (AMSE) services, aircraft fueling services, hotel accommodations and amenities, and vehicle rental services, in support of the CAF's operation.
- 1.2 Services are required on an “as and when” requested basis, and will be called up through the use of PWGSC 942 call-ups against the Standing Offer form.
- 1.3 The period of the Standing Offer will be for one (1) year from the award of the Standing Offer and will include one (1) additional one-year option period.
- 1.4 One (1) Standing Offer will be issued to one (1) company.

2 Security – Unclassified: This requirement is Unclassified and there is no security associated with this requirement.

3 Terms and Conditions of the Resulting Standing Offer

- 3.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.
- 3.2 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting Standing Offer.
- 3.3 The “Standard Instruction – Request for Standing Offers – Goods or Services – Competitive Requirements” used by Public Works and Government Services Canada, Clause ID 2006 (2013/06/01) is incorporated as part of this Standing Offer, the only modification being the definition of “Minister” which will be the Minister of National Defence.
- 3.4 The “General Conditions – Standing Offers – Goods or Services” used by Public Works and Government Services Canada, Clause ID 2005 (2012/11/19), will form part of any resulting Standing Offer, with the following modification: The definition of “Minister” will be the Minister of National Defence.
- 3.5 The “General Conditions – Services (Medium Complexity)” used by Public Works and Government Services Canada, Clause ID 2010C (2013/06/27), will form part of all call-ups under any resulting Standing Offer, with the following modifications: The definition of “Minister” will be the Minister of National Defence.



3.6 A7035T (2007-05-25) List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.



PART II – INSTRUCTIONS FOR SUBMITTING PROPOSALS

4 Proposal Format

- 4.1 Bidders must submit their proposal as follows:
- 4.1.1 one (1) electronic copy of Appendix A to Annex C, Mandatory Technical Criteria (including all supporting documentation);
 - 4.1.2 one (1) electronic copy of Appendix B to Annex C, Pricing;
 - 4.1.3 one (1) electronic copy of Annex D, Bidder's Confirmation and Subcontractors;
 - 4.1.4 one (1) electronic copy of Annex F, Bidder's Point of Contact and Contact Details;
 - 4.1.5 one (1) electronic copy of Annex G, Self Declaration;
- 4.2 All documents shall be submitted as separate documents. Financial information should appear in the Financial Proposal Annex D, Pricing only. The format of the Proposals must be in either MS Office or PDF format.

5 Identification of Bidder's Contact

- 5.1 The contact information of the Bidder's representative (including name, address, telephone number and email address) is to be included and clearly identified in the Proposal to facilitate any communication during the evaluation process.

6 Delivery Instructions for Proposals

- 6.1 Proposals are to be submitted by electronic mail to nadine.khaddaj@forces.gc.ca and must be received by the DND Contracting Officer on or before 12:00pm (noon) EDT (local Ottawa, Ontario, Canada time) on the closing date of **24 Jan 2014**.
- 6.2 Electronic Submissions: Individual e-mails exceeding 5 megabytes, or that include other factors such as imbedded macros and/or links, may be rejected by the Department of National Defence (DND) e-mail system and/or firewall(s) without notice to the Bidder or the DND Contracting Officer. Larger proposals may be submitted through more than one e-mail. The DND Contracting Officer will send an email acknowledging receipt of the proposal. It is the Bidder's responsibility to ensure that the DND point of contact has received the entire submission.
- 6.3 Bidders are to ensure that the Solicitation Number W8484-14-8082 and Closing Date and Time (**24 Jan 2014, 12:00pm (noon) EDT**) are clearly marked on any email correspondence.
- 6.4 Proposals may be submitted in either English or French.
- 6.5 Proposals will not be returned.
- 6.6 No payment will be made for costs incurred in the preparation and submission of a proposal in response to this RFSO.

7 Communications Regarding the Bid Solicitation



- 7.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding this solicitation are to be directed only to the DND Contracting Officer by email at nadine.khaddaj@forces.gc.ca.
- 7.2 Enquiries, and other communications, are not to be directed to any other government official(s) or person having access to government buildings or information. Enquiries are to be directed only as detailed above, in sub-paragraph 7.1. Non-compliance with this condition during the solicitation period may, for that reason alone, result in the disqualification of the Proposal.
- 7.3 Enquiries shall be in writing and received by the DND Contracting Officer a minimum of five (5) calendar days prior to the bid closing date of 24 Jan 2014 to allow sufficient time to provide a response. Enquiries received after that time may not be answered.
- 7.4 It is the responsibility of the Bidder to obtain clarification of any terms, conditions or technical requirements contained in the RFSO. During the RFSO posting period, potential Bidders are encouraged to submit questions or requests for clarification regarding the content of the RFSO. This is the only opportunity prior to bid closing for Bidders to address issues or raise any concerns related to RFSO content.
- 7.5 To ensure consistency and quality of information provided to Bidders, relevant enquiries received, and the replies to such enquiries, will be provided simultaneously, via email, without revealing the source(s) of the enquiries.

8 Validity of Proposals

- 8.1 Any Proposal submitted shall remain open for acceptance of a period of not less than ninety (90) days after the closing of the RFSO. Amendments to the Bidders' bid/Proposal response will not be accepted after bid closing.
- 8.2 All Bidders submitting Proposals will receive written notification of the results of the evaluation as soon as the process is complete. Bidders should allow at least twenty-five (25) days after bid closing for results to be known. Responses to requests for information on the status of the evaluation will not normally be provided until all evaluations are complete.

9 Rights

- 9.1 DND reserves the right to:
- reject any or all proposals received in response to the bid solicitation;
 - enter into negotiations with Offerors on any or all aspects of their proposals;
 - accept any proposal in whole or in part without negotiations;
 - cancel the bid solicitation at any time;
 - reissue the bid solicitation;
 - if no responsive proposals are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to re-submit proposals within a period designated by Canada; and,
 - negotiate with the sole responsive Offeror to ensure best value to Canada.

10 Pricing Support/Review



- 10.1 In the event that the Bidder's Proposal is the sole responsive proposal received, the Bidder shall provide, upon DND's request, acceptable forms of price support.
- 10.2 Bidders are advised that a review of the proposed pricing may be required. Detailed supporting information may be requested by DND to validate the rates and other charges proposed.



PART III - REQUIREMENTS AND CONDITIONS OF AWARD OF A STANDING OFFER

11 Offer

11.1 The Offeror offers to perform the Work in accordance with Annex A, Statement of Work.

12 Security:

12.1 This requirement is Unclassified and there is no security associated with this requirement.

13 Term of Standing Offer

13.1 The period for making call-ups and providing services against the Standing Offer is from (date of Standing Offer award) to (one year from date of Standing Offer award) inclusive.

14 Extension of Standing Offer

14.1 If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, from (date to be inserted at Standing Offer award) to (date to be inserted at Standing Offer award) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

14.2 The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

15 Authorities

15.1 Standing Offer Authority
(*To be inserted at issuance of the Standing Offer*).

The Standing Offer Authority is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting



Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

15.2 Technical Authority

(To be inserted at issuance of the Standing Offer).

The Technical Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

15.3 Offeror's Representative

(To be inserted at issuance of the Standing Offer).

16 Identified Users

16.1 The Identified User authorized to make call-ups against the Standing Offer is: D Maj Proc 7.

17 Standing Offer and Call-Up Instructions

It is understood and agreed that:

- 17.1 a Standing Offer (SO) is an agreement between the Standing Offer parties to supply goods and / or services, on a fixed pricing basis, during a clearly defined contractual period of time; a Standing Offer becomes a Contract by individual call-ups from the customer's department under the terms and conditions stated therein; a Standing Offer contains no obligations to place individual call-ups.
- 17.2 A Standing Offer is an irrevocable commitment by the Offeror for the duration of the Standing Offer.
- 17.3 A Standing Offer does not represent a contract.
- 17.4 a Call-Up Against a Standing Offer is an acceptance of the offer to the extent of the goods and / or services being ordered, and it also serves as a notification to the supplier detailing the required goods and / or services to be delivered / rendered. A separate contract is entered into each time a call-up is made against a Standing Offer.



- 17.5 Issue and distribution of this Standing Offer shall not be construed as an obligation upon or a commitment by Canada, to purchase or authorize the supply of all or any of the goods and/or services described herein, or to authorize expenditures to the total value estimated herein or any monies whatsoever, during the period of the Standing Offer.
- 17.6 a call-up against the Standing Offer will form an obligation solely for those goods and/or services which have been called-up, provided always that the said call-up is made in accordance with the provisions of the Standing Offer;
- 17.7 Canada's liability under the Standing Offer will be limited to the total value of goods and/or services, which are the subject of call-ups made during the period of the Standing Offer.
- 17.8 The items and services listed and described in the attached **Annex B**, Basis of Payment must be the only items approved to be ordered, delivered and invoiced against this Standing Offer.
- 17.9 Call-ups against this Standing Offer can only be placed by the Call-Up Authority identified in this Standing Offer.
- 17.10 The Contractor must supply the material and / or services as and when ordered / requested by the Call-Up Authority at the Contractor's risk and expense on receipt of the call-up form 942, as per attached **Annex H** – 942 call-up form duly numbered, dated and signed.
- 17.11 The call up form must show among other things the following details:
- a) The Standing Offer Serial Number as shown on the front page with respective Financial Code;
 - b) Call-Up number;
 - c) Description of material and quantity to be delivered;
 - d) Unit prices and total price of the required items and services
 - e) Delivery date
- 17.12 It is the CONTRACTOR's obligation to check each call-up whether it is in compliance with the Standing Offer, prior to acceptance and execution of such call-up. The Contractor shall not accept and process call-ups, which deviate from the Standing Offer and must bring them to the attention of the Standing Offer Authority immediately.

18 Quantity

- 18.1 It is understood that the funds provided for this Standing Offer are to cover estimates of the requirements made in good faith. The Standing Offer, however, is limited to the actual quantities ordered and delivered.
- 18.2 An obligation for Canada to call up deliveries shall not be imposed by this Standing Offer.

19 Inspection

- 19.1 Deliveries are subject to inspection and acceptance by the Consignee at destination. Deliveries, which are rejected may be refused, and must be re-executed or replaced by the Contractor at his own expense without delay to the full satisfaction of the consignee unit.

20 Subcontracting



20.1 The Contractor may subcontract portions of the work as is customary in the carrying out of similar contracts. No subcontracting or assignment shall relieve the Contractor from any of its obligations under the Standing Offer or impose any liability upon Canada to a subcontractor or an assignee.

21 Financial Limitation

21.1 The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ _____ (to be inserted at contract award meeting) (Applicable taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized. Canada shall not be obliged to spend the whole maximum amount if such expenditure is not necessitated by the actual requirement of the consignee.

21.2 The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

22 Prices

22.1 For this Standing Offer the prices listed in **Annex B**, Basis of Payment will be applicable. The aforementioned prices are understood to include all costs, which may be required in the performance of this Standing Offer. The Contractor has no claim to any other payments, compensations or remunerations than those shown in **Annex B**.

23 Price Validity

23.1 The prices are valid for the entire Standing Offer period.

24 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012/11/19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013/06/27), General Conditions – Medium Complexity - Services
- e) Annex A, Statement of Requirements;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____, “as clarified on _____” *or* “as amended on _____” (if applicable).

25 Applicable Laws



- 25.1 The Standing Offer and any contract resulting from the Standing Offer shall be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Ontario, Canada.
- 25.2 The Bidder may, at its discretion, substitute the applicable laws of a Canadian province or territory of its choice without affecting the validity of its bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of its choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidder.

26 Terms of Payment

- 26.1 Basis of Payment: Annex B, Basis of Payment will be firm fixed pricing, based on the rates of the successful Bidders' Financial Proposal.
- 26.2 Method of Payment: Payment by Her Majesty shall be made thirty (30) days following the receipt of an acceptable invoice and substantiating documentation which are submitted according to the terms of any contract resulting from the Standing Offer.

27 Invoicing Instructions

- 27.1 Invoices are to be submitted once for each call-up and detail the Work performed as per the call-up Contract. An invoice shall be issued for each call-up separately.

The Contractor will submit invoices on its own form, which will include:

- a) the date;
 - b) the Contractor name and address;
 - c) the Name and Address of the DND organization to which the invoice shall be sent.
(See 9.6 hereunder);
 - d) Contract Number W8484-14-8082
 - e) Financial codes, including any tax / VAT (as applicable) registration number;
 - f) Description of the Work
 - g) the amount invoiced (exclusive of any tax / VAT) and the amount of taxes / VAT, as appropriate, shown separately;
- 27.2 The Contractor will not submit an invoice prior to performance or delivery of the Work to which it relates.
- 27.3 Any invoices where items or group of items cannot be easily identified will be sent back to the Contractor for clarification with no interest or late payment charges applicable to Canada.
- 27.4 If Canada disputes an invoice for any reason, Canada agrees to pay the Contractor the portion of the invoice that is not disputed provided that items or services not in dispute form separate line items of the invoice and are otherwise due and payable under the Contract.
- 27.5 Notwithstanding the foregoing, the provisions of "Interest on Overdue Accounts", Section 13 of 2010 C will not apply to any such invoices until such time that the dispute is resolved at which time



the invoice will be deemed as “received” for the purpose of the “Method of Payment” clause of the Contract.

27.6 The Contractor will submit the original invoice to:

Department of National Defence
National Defence Headquarters (NDHQ)
101 Colonel By Drive,
Ottawa, ON K1A 0K2
Canada

Attention: Nadine Khaddaj, D Maj Proc 7-2-4 (Contact Info : nadine.khaddaj@forces.gc.ca / 613-945-2190)

28 VAT and Other Tax Exemptions

28.1 Where Canadian Military personnel are exempted from VAT or other local Taxes, the Contractor shall be responsible to research, implement and comply with VAT-Free Package (or other applicable local tax) submissions to the appropriate authorities.

28.2 The Contractor is expected to provide Canada with information on the applicable national VAT-Free (or other local tax) exemption procedure

29 Set Aside

29.1 The Contractor understands and agrees that the Standing Offer Authority may set aside the Standing Offer by giving written notice at any time if the Contractor does not comply with the terms and conditions of this Standing Offer.

29.2 In the event of such set aside within the time limits set forth in the above paragraphs, the Contractor is not entitled to claim damages / residual compensation.

30 Liability

30.1 The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

31 Insurance Requirements

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



32 License

32.1 The Contractor and/or, if applicable the subcontractor, must maintain a valid license and / or confirmation from the responsible government/state/airport authority to perform services outlined in Appendix A at the airport identified in this Standing Offer throughout the duration of the Standing Offer.

33 Conflict of Interest

The Contractor warrants,

- 33.1 that no bribe, gift, or other inducement has been or shall be paid, given, promised or offered to any official or employee of the Government of Canada for or with a view to, the obtaining of a Contract by the Contractor, and
- 33.2 that it has not employed any person to solicit or secure a Contract upon any agreement for a commission, percentage, brokerage or contingent fee.
- 33.3 that no former Public Office holder in the Canadian Government who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for the Public Office Holders, shall derive a direct benefit from this contractual benefit.

Any breach of the warranties contained in this section is deemed to be a material breach of a Contract.

34 International Sanctions

- 34.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
- 34.2 Details on existing sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.
- 34.3 The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 34.4 The Contractor must comply with changes to the regulations imposed during the period of the contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the contract will be terminated for the convenience of Canada in accordance with section 27 of this contract.



Government of
Canada –
National Defence

Gouvernement du
Canada – Défense
nationale

REQUEST FOR STANDING OFFER (RFSO)
Logistics Support Services for Operation HSDN 2014,
Hakodate, Japan
W8484-14-8082 Annex A– SOW

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ANNEX A - STATEMENT OF WORK
(see attached document)



Government of
Canada –
National Defence

Gouvernement du
Canada – Défense
nationale

REQUEST FOR STANDING OFFER (RFSO)
Logistics Support Services for Operation HSDN 2014,
Hakodate, Japan
W8484-14-8082 Annex B – Basis of Payment

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ANNEX B – BASIS OF PAYMENT
(see attached document)



ANNEX C – EVALUATION CRITERIA & SELECTION METHODOLOGY

C1 Acceptance of Request for Standing Offer Terms and Conditions

- 1.1 By submitting a Proposal in response to this Request for Standing Offer, the Bidder agrees that it has read, understood and accepted all of the terms and conditions of the Request for Standing Offer, including the Statement of Requirements, Evaluation Criteria and Selection Methodology and any appendices.

C2 Evaluation of Proposals

- 2.1 Proposals submitted for this requirement shall clearly demonstrate that the Bidder meets all of the mandatory criteria. Failure to demonstrate this will result in the Proposal being declared NON-COMPLIANT and the Proposal will be given no further consideration.
- 2.2 The Bidder must clearly demonstrate the relevant experience and qualifications of the proposed resource. Bidders are advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation. Supporting data may include **resumes** and any other documentation necessary to demonstrate the experience and knowledge attained. Simply repeating the statements contained in the Statement of Work is not sufficient.
- 2.3 In order to evaluate the number of years of experience attained, the Proposal shall, as a minimum, identify the **month and year** when the experience commenced and the **month and year** when the experience was completed. Failure to provide this information will be to the disadvantage of the Bidder. Failure to provide this information in response to a Mandatory Criteria, wherein the number of years of experience is required in order to calculate number of years experience attained, will result in the Proposal being declared NON-COMPLIANT.
- 2.4 In the case where the timelines of experience gained in two or more projects overlap, the duration of time common to each project/experience will not be counted more than once. Experience and knowledge shall be relevant to the requirement.
- 2.5 The Proposal will be evaluated solely on its content and the documentation provided as part of the Bidder’s Proposal, except as otherwise specifically provided in this solicitation. Any information or personnel proposed as options or additions to the work will NOT be evaluated.
- 2.6 It is recommended that Bidders include a grid in their proposals, cross-referring the items of the Statement of Work and Evaluation Criteria to statements of compliance with reference to supporting data and/or résumé evidence contained in their Proposals. Any misrepresentation, either made knowingly or unknowingly, may disqualify the Proposal.

Information to Bidders: The compliance grid at Section C3, para 3.3, by and of itself, DOES NOT constitute demonstrated evidence. As stated in the paragraphs above, the résumés and/or any supporting documentation will be accepted as evidence.

- 2.7 An evaluation team composed of government officials from DND will evaluate the technical proposals on behalf of Canada. In addition, Canada reserves the right to include as evaluation members, non-government employees that are not placed in a conflict of interest by participating.



C3 Mandatory Technical Criteria

- 3.1 Responses that clearly demonstrate that all of the mandatory criteria have been met will be evaluated further. It is the bidder's responsibility to clearly demonstrate that all of the mandatory criteria are met. Responses failing to do so will be ruled non-compliant and will not be considered further.
- 3.2 Bidders are encouraged to supply as much information as necessary to demonstrate clearly that the mandatory requirements are met and to ensure evaluated criteria can be properly assessed.
- 3.3 Mandatory Technical Criteria
(See attached **Appendix A to Annex C**)
- 3.4 Only those bids meeting the Mandatory Technical Criteria will be considered further. It is imperative that all indicated qualifications and experience are fully demonstrated and supported in the proposal to be declared compliant. Simply listing or stating that a qualification or experience exists will not suffice for the purposes of demonstrated.

C4 Financial Proposal

- 4.1 Bidder's Pricing Table in Section C 4.5 below must be completed in its entirety.
- 4.2 Financial Proposals are to be submitted in a document **separate** from the Technical Proposal.
- 4.3 For evaluation purposes, to ensure consistency of the evaluations, all foreign currency proposals will be converted to USD, taxes excluded, using the Bank of Canada exchange rate on the bid closing date.
- 4.4 In the Financial Proposal, the Bidder shall include All-inclusive Rates for the provision of services, as described in the Statement of Requirements. When calculating the Rates, Bidders should consider all potential extra costs.
- 4.5 Bidder's Pricing Table
See attached **Appendix B to Annex C**



C5 Basis of Selection – Lowest Cost Compliant

5.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all the mandatory evaluation criteria.

5.2 Bids not meeting (a) or (b) will be declared non-responsive.

C6 Selection Methodology

6.1 One (1) Standing Offer will be awarded to the compliant Offeror that offer the lowest cost technically compliant proposal.

6.2 The proposed all-inclusive rates shall be as indicated in C4, Financial Proposal, section 4.5, **Appendix B to Annex C**, Bidders Pricing Table.



**ANNEX D – BIDDER’S CONFIRMATION AND
SUBCONTRACTORS**

**ANNEX D
BIDDER’S CONFIRMATION AND SUBCONTRACTORS**

- a. The bidder confirms that they have thoroughly read all documents, and that they have advised the Contracting Authority about any and all discrepancies, omissions or contradictions, which occur to them, and that they have brought about all solutions.
- b. The bidder confirms that they **have understood and accepted each line item in “Annex A – Statement of Requirements”**. The bidder also confirms that they **meet all requirements in Annex A** and that they will perform and complete the services in accordance with the entire scope of activities and quality levels specified in the proposal.
- c. The bidder confirms that, if parts of the Standing Offer are subcontracted, the subcontractors shall accept the terms and conditions of the proposed Standing Offer. Deviations in any subcontract from the terms of the Standing Offer, including any right of termination / set aside of the Standing Offer, shall be entirely at the risk of the Contractor.
- d. The Bidder confirms that they have the financial capability to undertake this requirement. To determine the Bidder’s financial capability, the Contracting Authority, may, by written notice to the Bidder, require the submission of some or all of the financial information detailed in “Annex E – Financial Capability” during the evaluation of bids. The Bidder must provide the information detailed in Annex E within five (5) working days of the request or as specified by the Contracting Authority in the notice.
- e. Will there be subcontractors tasked with the execution of some parts of the Standing Offer as described in Appendix A, which are not executed by your company? Yes No

If YES, please indicate the subcontractor(s) and their tasks:

SUBCONTRACTOR(S)	TASK(S) as per Annex A, SOR
_____	_____
_____	_____
_____	_____
_____	_____

I confirm and concur with the above:

Printed Name & Title

Position held in Company

Date

Signature of Company Official

Company Stamp (optional)



ANNEX E – FINANCIAL CAPABILITY

**ANNEX E
FINANCIAL CAPABILITY**

1. The Bidder must have the **financial capability** to undertake the requirement outlined in this RFP and its Appendices. To determine the Bidder's financial capability, the Contracting Authority, may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information within five (5) working days of the request or as specified by the Contracting Authority in the notice:

(a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years.

(b) If the date of the financial statements is more than five months before the date of the request for information by the Contracting Authority in (a) above, the Bidder must also provide the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests the information.

(c) If the Bidder has not been in business for at least one full fiscal year (applicable for Bid Solicitations where a minimum operation of at least one year is not required), the following must be provided:

(i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

(ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before to the date on which the Contracting Authority requests the information.

(d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

(e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.

(f) A detailed monthly Cash Flow Statement, covering all the Bidder's activities (including the requirement) for the first two years of the requirement (including option year(s)) that is the subject of the bid solicitation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

(g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement (including option year(s)) that is subject of the bid solicitation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

3. If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1. (a) to (e) must be provided by each level of parent company, to and including ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder and the financial capability of a



ANNEX E – FINANCIAL CAPABILITY

parent company cannot be substituted for the financial capability of the Bidder itself, unless a duly executed Parental Guarantee is provided with the required information.

4. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

5. **Security:** In determining the Bidder's financial capability to undertake this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).



**ANNEX F – BIDDER’S POINT OF CONTACT AND
CONTACT DETAILS**

**ANNEX F
BIDDER’S POINT OF CONTACT AND CONTACT DETAILS**

a. Please provide the following information for your company:

Company Name: _____
Legal Form: _____
Registration: _____
Physical Address: _____
Tel: _____
Fax: _____
Email: _____

b. Main Point of Contact (for Contract Administration and Management):

Name: _____
Position(s)
in the company: _____
Office location: _____
Tel: _____
Mobile: _____
E-Mail: _____

c. The bidder confirms that their proposed 24 hours, 7 days a week on-site representative is fluent in English and is able to provide the services as outlined under Annex A, Statement of Requirements. Please identify your company’s Representative:

Name: _____
Position(s)
in the company: _____
Office location: _____
Tel: _____
Mobile: _____
E-Mail: _____

I confirm and concur with the above:

Printed Name & Title Position held in Company

Date

Signature of Company Official

Company Stamp



ANNEX G – SELF DECLARATION

**ANNEX G
SELF DECLARATION**

File number:
(please always indicate)

Self-Declaration for Proof of Reliability

I/we confirm that

1. No insolvency proceedings or any comparable legal proceedings have been initiated against the assets of my/our company, or that no petition for such proceedings has been filed, or rejected due to insufficiency of assets;
2. My/our company is not in the process of liquidation;
3. I/we have not committed acts of grave misconduct, impeaching my/our reliability as a candidate;
4. I/we have duly met my/our obligation to payment of taxes and dues, as well as contributions to statutory national insurance;
5. I/we have not made deliberate inaccurate declarations regarding my/our professional expertise, capability and reliability during the award procedure.

I/we am/are aware that deliberately given false information in the aforementioned declaration may lead to my/our exclusion from this and further award procedures.

City/Date

Signature

Name in block letters,
Company stamp



ANNEX H – SAMPLE CALL-UP CONTRACT- PWGSC 942

Annex H – Sample Call-Up Contract (PWGSC 942)



Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

Call-up Against a Standing Offer
Commande subséquente à une offre à commandes

Ship to - Expéditeur à

To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

Supplier - Fournisseur

Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

Security: The call-up includes security provisions.
Sécurité : La demande comprend des exigences en matière de sécurité.

NO / NON YES / OUI If YES, attach a SCRL to the call-up / Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

The detailed instructions in the standing offer / Les instructions détaillées dans l'offre à commandes The address shown in the "Ship to" block / L'adresse indiquée dans la case « Expéditeur à » Special instructions below / Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes Requisition No. - N° de demande / Order. Off. - Bur. dem. YY - AA Serial No. - N° de série Client Reference No. (optional) / N° de référence du client (facultatif)

Goods and Services Tax (GST)/Harmonized Sales Tax (HST): Unless otherwise directed, GST/HST is included in the Extended Price but not in the Unit Price.

Provincial Sales Tax - Taxe de vente provinciale

Taxe sur les produits et services (TPS)/Taxe de vente harmonisée (TVH) : à moins d'indication contraire, la TPS/TVH est incluse dans le prix total mais non dans le prix unitaire.

Exigible / Payable Non-exigible / Non-payable Exemption Licence No. - N° de permis d'exonération

Amendment No. / N° de modification Previous Value (\$) / Valeur précédente (\$) Value of increase or decrease (\$) / Valeur de l'augmentation ou diminution (\$) Total estimated expenditures or revised / Total des dépenses estimatives ou révisées

Item No. / N° de l'article	NATO Stock No. / Item Description / N° de nomenclature de l'OTAN / Description de l'article	U. of l. / U. de d.	Quantity / Quantité	Unit Price / Prix unitaire (\$)	GST/HST / TPS/TVH (%)	GST/HST / TPS/TVH (\$)	Extended Price / Prix calculé (\$)

Special Instructions - Instructions particulières	Subtotal - Sous-total
	GST/HST - TPS/TVH
	Total

For further information, call - Pour renseignements supplémentaires, contacter

Name - Nom Telephone No. - N° de téléphone Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)

Pursuant to subsection 32(1) of the *Financial Administration Act*, funds are available. En vertu du paragraphe 32(1) de la *Loi sur la gestion des finances publiques*, des fonds sont disponibles.

Approved for the Minister - Approuvé pour le Ministre

Signature (Mandatory - Obligatoire) Date (YYYY-MM-DD - AAAA-MM-JJ) Signature (Mandatory - Obligatoire) Date (YYYY-MM-DD - AAAA-MM-JJ)

