

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

TABLE OF CONTENTS

PART 1 - INTRODUCTION

1. Purpose of this Request for Proposal (RFP)
2. Proposed Period of Contract
3. Security Requirement

PART 2 – CONDITIONS, INSTRUCTIONS AND INFORMATION

1. Terminology
2. Enquiries – Solicitation Stage
3. Bidder Improvement to the Requirement During Bid Period
4. Proposal (bid) Preparation Cost
5. Proposal (bid) Delivery
6. Proposal (bid) Closing Date and Time
7. Validity of Proposal (bid)
8. Rights of Canada
9. Incapacity to Contract with Government
10. Incurring of Cost
11. Qualifying Joint Venture Bids
12. Definition of Bidder
13. Price Justification
14. Dispute Resolution

PART 3 – PRESENTATION OF PROPOSALS

1. Submission of Proposals
2. Format and Content of Proposals
3. Certifications
4. Financial Proposal
5. Basis of Selection
6. Bidder Financial Capability

PART 4 – GENERAL PROVISIONS OF RESULTING CONTRACT

1. General Conditions
2. Statement of Work
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Supplemental Invoicing Instructions
9. Time Verification
10. Interest on Overdue Accounts
11. SACC Manual Clauses
12. Personnel
13. Applicable Laws
14. Government Smoking Policy
15. Certifications
16. Anti-terrorism Clause
17. Indemnification
18. Priority of Documents
19. Insurance

RFP No.: SPD-2014-001-TP	Date: July 14, 2014
--------------------------	---------------------

Request for Proposals (RFP) Department of Foreign Affairs, Trade and Development (DFATD)

List of Appendices:

Appendix **A** – Statement of Work

Appendix **B** – Information and Contacts

Appendix **C** – Technical Evaluation Criteria

Appendix **D** – Financial Proposal

Appendix **E** – Certifications Precedent to Contract Award

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

PART 1 – INTRODUCTION

1. Purpose of this Request for Proposal (RFP)

The purpose of this RFP is to provide a dedicated shuttle service for DFATD employees with pick up and drop off locations at 125 Sussex, Lester B. Pearson building, 111 Sussex, John G. Diefenbaker Building in Ottawa, Ontario and 200 Promenade du Portage in Gatineau, Québec for an eight (8) month period as described in the Statement of Work - Appendix "A" attached herein.

2. Proposed Period of Contract

The period of the contract is from contract award for a pilot period of eight (8) months.

2.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional periods of one year each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

3. Security Requirement

- 3.1 The Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening at the level of **ENHANCED RELIABILITY STATUS** upon contract award and at all times during the performance of the contract for the performance of the work. Failure to obtain the security clearance would render the contract null and void. The security screening level required is granted by the Canadian & International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada (PWGSC).
- 3.2 This document does NOT contain **CLASSIFIED** information; however all or part of the Work involves possible access to **CLASSIFIED and/or PROTECTED** locations.
- 3.3 The Contractor shall NOT remove, without the express written approval of the Project/Technical Authority, any **CLASSIFIED and/or PROTECTED** information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.
- 3.4 The Contractor shall be responsible to identify the Security Requirements of the contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.
- 3.5 Subcontractors **who** require access to **CLASSIFIED and/or PROTECTED** information or sensitive work sites, shall NOT be utilized without the prior, written approval of the Project /Technical Authority and the Corporate security division (**CSC**).

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

PART 2 - CONDITIONS, INSTRUCTIONS AND INFORMATION

1. Terminology

For your proposal to be considered responsive, you must comply with all the requirements of this Request for Proposal (RFP) identified as mandatory. **Mandatory criteria are also expressed by using imperative verbs such as “shall”, “must” and “will” irrespective of where they appear in the RFP.**

2. Enquiries - Solicitation Stage

2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named below as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the bid closing date.

2.2 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies 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.

2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the Contracting Authority named below. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

2.4 Contracting Authority:

Tayisa Petryshyn
Contracting Specialist
Department of Foreign Affairs, Trade and Development Canada

E-mail: Tayisa.Petryshyn@international.gc.ca

3. Bidder Improvement to the Requirement during Bid Period

3.1 Should the Bidder consider that the specifications or Statement of Work contained in this Request for Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contracting Authority no later than 8 calendar days prior to bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.

4. Proposal (bid) Preparation Cost

The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract **will not** be reimbursed by DFATD.

5. Proposal (Bid) Delivery

5.1 Proposals (bids) are to be sent **ONLY** to the address stipulated on page 1.

5.2 Bidders should ensure that the RFP Number is clearly marked on their envelopes or parcels. Proposal closing date and time should also be indicated on bid envelopes or parcels.

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

- 5.3 Proposals (bids) and/or amendments thereto, will only be accepted by DFATD if they are received at the address indicated above, on or before the closing date and time specified herein.
- 5.4 **Responsibility for proposal (bid) delivery:** The Bidder has sole responsibility for the timely receipt of a proposal (bid) by DFATD and cannot transfer this responsibility to the Government of Canada. DFATD will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated in paragraph 5.1 above.
- 5.5 **Delayed Proposals (bids):** A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by DFATD, after the proposal (bid) has been received at the location stipulated in paragraph 5.1 above.
- 5.6 **Late Proposals (bids):** It is DFATD's policy to return unopened bids received after the stipulated bid closing date and time, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 5.5 above.
- 6. Proposal (bid) Closing Date and Time:**
In order for the proposal (bid) to be given consideration, the Bidder's proposal (bid) must be received at the address and by the date and time stipulated on page 1 of this RFP.
- 7. Validity of Proposal (bid)**
Any proposal (bid) must remain open for acceptance for a period of not less than ninety (90) days after the closing date of the RFP.
- 8. Rights of Canada**
Canada reserves the right:
- a. during the evaluation, to submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours' notice, to seek clarification or verify any or all information provided by the bidder with respect to this RFP;
 - b. to reject any or all proposals received in response to this RFP;
 - c. to enter into negotiations with one or more bidders on any or all aspects of its proposal;
 - d. to accept any proposal in whole or in part without prior negotiation;
 - e. to cancel and/or re-issue this RFP at any time;
 - f. to award one or more contracts, if applicable;
 - g. to retain all proposals submitted in response to this RFP;
 - h. not to accept any deviations from the stated terms and conditions;
 - i. to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting contract; and
 - j. not to contract at all.
- 9. Incapacity to Contract with Government**
- 9.1 Canada may reject a bid where the Contractor, including the contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- a. Section 121, Frauds upon the Government;
 - b. Section 124, Selling or Purchasing Office;
 - c. Section 418, Selling Defective Stores to her majesty;
- 9.2 Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

10. Incurring of Cost

No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Officer can be charged to any resulting contract. In addition, the Contractor is not to perform work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer. Your attention is drawn to the fact that the Contracting Officer is the only authority which can commit the Government to the expenditure of the funds for this requirement.

11. Qualifying Joint Venture Bids

A joint venture, regardless of how it has chosen to structure itself, can only be qualified as an eligible bidder if it is a financially viable legal entity. In joint ventures proposals, only one of the parties must function as the prime contractor and assume full responsibility for the execution of the contract. As such, bidders must identify in their bid who the prime contractor will be.

12. Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

13. Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

14. Dispute Resolution

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

PART 3 - PRESENTATION OF PROPOSALS

1. Submission of Proposals (bids)

PROPOSALS (BIDS) SUBMITTED BY FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.

- 1.1 Electronic transmission of your proposal (bids) by such means as facsimile or email is not considered to be practical and therefore will not be accepted.
- 1.2 When responding, the proposal (bids) **MUST** be delivered to the location and by the time and date stipulated herein.
- 1.3 Proposals (bids) received in response to this RFP will not be returned.
- 1.4 Proposals (bids) submitted in response to this RFP will not be returned with the exception of bids received after the specified date and time stipulated herein which shall be returned unopened to the Bidder and given no further consideration.

2. Format and Content of Proposals (Bids)

- 2.1 Proposals (bids) should be organized in an identical fashion to, and reference the same paragraph numbers as this RFP. Additional subsections may be used as appropriate.
- 2.2 Canada requires that each bid submission include the first page of this RFP signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Part 2, Section 11 Qualifying Joint Venture Bids. The Bidder's signature indicates acceptance of the terms and conditions set out herein. The signatory must have authority to commit the organization by making such a proposal. If the Bidder fails to submit this signed first page of the RFP with their bid then the Bidder shall be disqualified from the bidding process and be declared non-compliant.
- 2.3 The proposal (bid) should be structured in separately sealed and bound sections as follows:

Part A: Technical Proposal, three (3) hardcopies.
Part B: Financial Proposal, one (1) hardcopy.
Part C: Certifications, one (1) hardcopy.

Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

- 2.4 Your proposal (bid) should be concise and should address, but not necessarily be limited to the points that are subjected to the mandatory requirements and evaluation criteria identified herein, against which the proposal will be evaluated.

It is strongly recommended that bidders ensure each of the requirements is addressed in sufficient depth to ensure a fair and complete evaluation of the proposal.

- 2.5 Only those proposals which fulfill all Mandatory requirements identified in this RFP will be further evaluated based upon the scoring system listed in Appendix "B".
- 2.6 Bidders are advised that only listing experience without providing any supporting information data such as: references, credentials, curriculum vitae, number of projects completed and in progress, the

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

period of the work performed in number of months and years in past and present employment, and when, where and how such experience was obtained; will not be considered to be “demonstrated” for the purpose of this evaluation.

- 2.7 Proposals must be submitted in either of Canada’s official languages (English or French). Any translations fees required to meet this criterion will be borne by the bidder.

3. Certifications

- 3.1 The certifications in Appendix “D” – Certifications, should be completed, signed and submitted with your proposal (bid). A contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown. If the Bidder fails to provide the certifications when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.
- 3.2 Compliance to the Certifications the Bidder has provided Canada is subject to discretionary audit. In the event that it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, any contract entered into may be determined to be in default and the Minister shall be entitled, pursuant to the provisions of the contract, to terminate for default.

4. Financial Proposal

- 4.1 Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration. Financial proposals will only be opened after the evaluation of the technical proposal is completed.
- 4.2 Bidders must submit their financial bid in accordance with Appendix “C” – Financial Proposal.
- 4.3 The price of the bid will be evaluated in Canadian dollars (CDN), GST/HST excluded, FOB destination, customs duties and excise taxes included.

5. Basis of Selection – Lowest Cost Per Point

To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all mandatory technical evaluation criteria; and,
- c) Obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of contract.

Neither the valid proposal that scores the highest number of rating points, nor the one that contains the lowest cost estimate will necessarily be accepted.

The selection of the contractor will be made on the basis of the best overall value to the crown in terms of technical merit and costs, which will be determined by dividing the proposed total costs of the initial contract, including options to extend, if applicable, by the total technical score, to establish the lowest cost per point.

6. Bidder Financial Capability

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

- 6.1 The Bidder(s) may be required to provide, prior to contract award, specific information with respect to their legal and financial status, and their capability to satisfy the requirements as stipulated in this RFP. If requested, financial information to be provided shall include, but not limited to, the Bidder's most recent audited financial statements or financial statements certified by the Bidder's chief financial officer. Information requested by Department of Foreign Affairs (DFATD) is to be provided by the Bidder(s) as soon as reasonably possible.
- 6.2 Should the Bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as provided in the Access to Information Act.
- 6.3 In the event that a proposal is found to be non-responsive on the basis that the Bidder(s) is (are) considered NOT to be financially capable of performing the subject requirements, official notification shall be provided to the Bidder(s) by DFATD.

PART 4 - GENERAL PROVISIONS OF RESULTING CONTRACT

The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It will be a term of any resulting contract pursuant to this RFP that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site http://www.international.gc.ca/about-a_propos/proactive_disclosure-divulgation_proactive.aspx?menu_id=49&menu=L

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

In the event of inconsistencies between the wording of Parts 1 to 4 of the Request for Proposal and the appendices attached thereto, the wording of Parts 1 to 4 of the Request for Proposal shall prevail.

The following terms and conditions will form part of any resulting contract:

1. General Conditions

General Conditions - Higher Complexity - Services 2035 (2014/06/26) shall form part of this solicitation document and any resulting Contract. They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/11>

All reference to the Minister of Public Works and Government Services Canada should be deleted and replaced with the Minister of Foreign Affairs, Trade and Development. Also, all references to the Department of Public Works and Government Services Canada should be deleted and replaced with the Department of Foreign Affairs, Trade and Development Canada.

2. Statement of Work

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

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

3. Security Requirement

Refer to Part 1, Clause 3 of this solicitation

4. Term of Contract**4.1 Period of Contract**

The period of the Contract is from contract award for a period of eight (8) months.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional periods of one year each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Tayisa Petryshyn
Contracting Specialist
Foreign Affairs and International Trade Canada
125 Sussex Dr., Ottawa, Ontario, K1A 0G2

Telephone: (343) 203-1329

E-mail address: Tayisa.Petryshyn@international.gc.ca

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

5.2 Project Authority [to be completed by DFATD at contract award]

The Project Authority for the Contract is:

Name:
Branch
Address
Telephone:
Fax:
E-mail address:

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

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

5.3 Contractor's Representative [to be completed by DFATD at contract award]

Name:
Title:
Telephone:
Fax:
E-mail:

6. Payment**6.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Financial Proposal in Appendix D, to the limitation of expenditure specified. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax or Value Added Tax is extra, if applicable.

6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract inclusive of any revisions, must not exceed the sum of CDN _____ [to be completed by DFATD at contract award]. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax or Value Added Tax is extra, if applicable.

No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Goods and Services Tax/Harmonized Sales Tax (GST/HST), VAT or other Legal Taxes

All prices and amounts of money in the Contract are exclusive of GST, HST, VAT or other legal taxes as applicable, unless otherwise indicated. The Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Value Added Tax (VAT) or other legal taxes, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated GST, HST, VAT or other legal taxes is included in the total estimated cost. GST, HST, VAT or other legal taxes to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate line item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST, HST, VAT or other legal taxes does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of GST, HST, VAT or other legal taxes paid or due.

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the agreed schedule of payments, on its own form and indicate:

- a. the total amount to be paid, according to the basis payment, including a description of services and the fixed hourly rate (Note: taxes are to be kept separate);
- b. date;
- c. the name and address of the recipient;
- d. the description;
- e. contract number or reference

Invoices must be distributed as follows: The original and one (1) copy of each invoice together with supporting documents shall be forwarded to the Project Authority for certification and payment.

8. Supplemental Invoicing Instructions

8.1 Pursuant to paragraph 221 (1) (d) of the Income Tax Act, payments made by departments and agencies under applicable services Standing Offers (including Standing Offer involving a mix of goods and services) must be reported on a T1204 supplementary slip. To enable departments and agencies to comply with this requirement, suppliers are required to provide the following information on each invoice:

- a. the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
- b. the status of the supplier, i.e. individual, unincorporated business, corporation or partnership;
- c. for individuals and unincorporated businesses, the supplier's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST) /Harmonized Sales Tax (HST) number;
- d. for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown.

9. Time Verification

9.1 Time charged and the accuracy of the Supplier's time recording system may be verified by Canada's representative before or after payment is made to the Supplier under the terms and conditions of the Standing Offer. If verification is done after payment, the Supplier agrees to repay any overpayment immediately upon demand by Canada.

10. Interest on Overdue Accounts

10.1 For the purposes of this section:

- (a) **"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

- (b) **"date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (c) an amount is **"due and payable"** when it is due and payable by Canada to the Standing Offer Holder in accordance with the terms of the Standing Offer; and
- (d) an amount becomes **"overdue"** when it is unpaid on the first day following the day upon which it is due and payable.
- (e) Canada shall be liable to pay to the Standing Offer Holder simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. No interest will be payable or paid in respect of payment unless the Standing Offer Holder so requests after payment has become due.
- (f) Canada shall not be liable to pay interest in accordance with this clause if Canada is not responsible for the delay in paying the Standing Offer Holder.
- (g) Canada shall not be liable to pay interest on overdue advance payments.

11. SACC Manual Clauses

The following SACC Manual clauses are hereby included by reference within the contract and can be found at the following website address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Reference #	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
A9068C	2010-01-11	Government Site Regulations
C0710C	2007-11-30	Time and Contract Price Verification

12. Personnel

- 12.1 DFATD reserves the right to conduct periodic background checks on personnel employed or subcontracted by the contractor.
- 12.2 DFATD reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the contractor shall ensure that personnel are removed from property and replaced with personnel suitable to DFATD.

13. Applicable Laws

This contract shall be governed by and construed in accordance with the laws in force in Ontario; provided, however, that the Contractor shall be bound to comply with all local laws, statutes, regulations pertaining to or otherwise affecting his/her performance at the work site.

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

14. Government Smoking Policy

Where the performance of work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

15. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

16. Anti-terrorism Clause

The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor's knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian *Criminal Code*, the *United Nations Al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*.

If the Contractor breaches paragraph above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada *via* DFATD all unspent funds provided under this Contract.

17. Indemnification

- 17.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work. Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by Canada.
- 17.2 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 17.3 The Contractor acknowledges that he is not an employee, servant or agent of Her Majesty and will not represent or hold himself out to third parties in that capacity. To the extent that any third party, in reliance upon representations by the Contractor, considers the Contractor to be an agent or employee of the Minister, the Contractor agrees to indemnify the Minister for any loss or damages and costs occasioned thereby by such third party

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

18. Priority of Documents

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

- a. the Articles of Agreement;
- b. 2035 General Conditions - Higher Complexity - Services (2014/06/26);
- c. Appendix "A", Statement of Work;
- d. Appendix "B", Basis of Payment.

19. Insurance**19.1 Commercial General Liability Insurance:**

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than two million (\$2,000,000.) per accident or occurrence and in the annual aggregate. The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by the Department of Foreign Affairs, Trade and Development.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the contractor.
- (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (h) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (i) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (j) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

- (k) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

19.2 Automobile Liability Insurance:

The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

APPENDIX A - Statement of Work

Title: Shuttle Services for DFATD

Objective(s):

To provide a dedicated shuttle service with periodic pick up and drop off times for DFATD employees with locations at 125 Sussex (Lester B. Pearson building), 111 Sussex (John G. Diefenbaker Building) in Ottawa, Ontario and 200 Promenade du Portage in Gatineau, Québec for a period of 8 months from contract award.

Background:

With the recent amalgamation of DFAIT with CIDA there exists an opportunity to implement a shuttle service for employees, especially between the main campuses of 125 Sussex & 111 Sussex in Ottawa, and 200 Place du Portage in Gatineau.

Tasks/Technical Specifications:

Three (3) vehicles that each can seat a total of 6 passengers, excluding the driver, are required for round trips departing at 125 Sussex, 111 Sussex, and 200 Promenade du Portage in Gatineau, Québec.

This service will run for 10 continuous daytime hours and service the following locations; 125 Sussex & 111 Sussex in Ottawa, Ontario, and 200 Promenade du Portage in Gatineau, Québec. Each location must be serviced at every twenty (20) minute intervals or less. The starting hours of operation will range between 7:30am to 9:00 am; the actual start time will be specified upon contract award by DFATD.

Once the daily route has been serviced, all three (3) shuttles are to be securely arranged off site at the contractors' expense for their overnight service and storage. No onsite overnight parking, at any of the locations, will be available for the shuttles.

The shuttle service will be required Monday through Friday, excluding statutory and provincial holidays (i.e. 1st Monday in August for the province of Ontario and the 24 of June for the province of Quebec).

Shuttles must avoid traveling without any passengers on board, they must only be on route to pick passengers up or replace shuttles that have just departed.

Shuttles must have a means of communicating with each other in order to coordinate amongst themselves which locations need immediate service if all shuttles are on the road.

Shuttle Conditions

Shuttle must meet the following conditions:

1. Each shuttle vehicle must have a minimum seating capacity for six (6), excluding the driver, with functioning seats and seatbelts.

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

2. The shuttle and temporary replacement shuttles must have functioning air conditioning systems for use during warm weather periods and functioning hot air heating for cold weather periods.
3. Must be willing to add non-permanent interior and exterior signage to the shuttle to identify its' destination and the department's name which will be provided by DFATD at DFATD's expense.
4. Contractor will maintain the vehicles up to the standards of the manufacturer's specifications.

Driver Requirements

1. Contractor must provide three (3) dedicated, licensed drivers, meeting the standards of the profession, be courteous and professional at all times.
2. Contractor must have a licensed replacement driver available in case of illness, vacation, etc. who must also meet the standards of the profession, be courteous and professional at all times and responsible for providing quality service.
3. Contractor will be providing drivers to service the ten (10) continuous hours of service required per day.
4. Drivers must possess a valid driver's license and a vehicle safety certificate must be available at all times. The bidder must provide proof that all resources submitted (drivers) have an Ontario (G) driver's license, or the equivalent in Quebec, to operate a class G motor vehicle as per the terms and conditions of the Applicable Law.
5. Drivers will be required to gather statistical information regarding the number of passengers they shuttle per day and the number of trips completed per day.
6. Drivers must wear clothes and other apparel that are clean and suitable for a business environment.
7. Drivers must have a cellular telephone (or similar device), at the expense of the contractor, in case of emergency and to ensure smooth and efficient service.
8. When required, drivers will give consent to obtain a 3-year uncertified driver's record (Ontario) or equivalent in Quebec, or equivalent document pertaining to licensed driving history from the issuing province or state.
9. Driver must speak one of the two official languages of Canada, French or English. Bilingual resources will be rated in the evaluation grid accordingly.

Other General Conditions

1. If and when required, the driver may have to go closer to buildings to facilitate loading of work related material.
2. If a shuttle becomes unserviceable, a replacement shuttle of similar standard or better must be provided within four (4) hours of the call being placed with the contractor;
3. In the event of a vehicle breakdown, accident or delay, please contact **(Project Manager Name will be inserted at award)** immediately and advise of the interruption in service;

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

4. **(Project Manager Name will be inserted at award)** must be advised of any problem(s) encountered with the clients utilising the shuttle service; and the phone # for complaints must be posted in each shuttle.
5. DFATD reserves the right to make changes to the Shuttle Schedule (Annex A)
6. DFATD reserves the right to modify the pick-up and/or drop-off locations during the contract period.
7. The contractor will be informed, in writing, of any changes to the Shuttle Schedule (Annex A) or pick-up/drop-off boundaries at least three (3) days prior to the effective change date. All changes will require the prior approval of DFATD's Project Authority.
8. The contractor will be responsible for the purchase of gas, oil, insurance, parking charges, parking tickets and any other costs related to this contract.

Shuttle Schedule

This service will run for 10 continuous daytime hours and service the following locations; 125 Sussex, Lester B. Pearson building, 111 Sussex John G. Diefenbaker Building, 200 Promenade du Portage in Gatineau, Québec.

Constraints:

The shuttle service will be required Monday through Friday, excluding statutory and provincial holidays (i.e. 1st Monday in August for the province of Ontario and the 24 of June for the province of Quebec)

Contractor must maintain full compliance with the Property Manager (Aménagement Grandrive inc) located at 200 Promenade du Portage in conjunction with the Ville de Gatineau, to coordinate the logistics of the pick-up and drop-off locations at 15 Boulevard Maisonneuve near the loading dock.

Deliverables:

The contractor shall create and submit a passenger log template which will be used daily by each driver. This template will gather statistical data on the number of passengers and the number of trips the driver serviced during the day. The completed logs are to be totalled and tabulated and submitted electronically to the project authority on a monthly basis.



APPENDIX B

INFORMATION and CONTACTS

1. Bidder Information	
Name:	
Position/Title:	
Telephone number:	
Cellular number:	
Fax number:	
E-mail address:	
2. Company Information	
Name:	
Street Address:	
City:	
Province:	
Postal Code:	
Direct Phone Number:	
Fax Number:	
Toll Free Number:	
Website Address:	
PBN:	

Note: Procurement Business Number (PBN)

If you do not have a PBN, please obtain your number using the following instructions:

Canadian suppliers are required to have a Procurement Business Number (PBN) before contract Award. Suppliers may register for a PBN in the Supplier Registration Information service on line at <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>.

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

APPENDIX C – Evaluation Criteria

1.0 Evaluation Procedures

Proposals must identify the qualifications and experience of the firm and the proposed resource personnel to carry out the tasks by systematically addressing each of the experience requirements as detailed below.

Proposals must provide supporting information in number of years (e.g. month/year) consisting of detailed résumés that clearly describe the degree and nature of the knowledge/ experience possessed by each proposed resource personnel including that of the firm and when and where such experience was acquired.

2.0 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement at bid closing time.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#	Mandatory Technical Criterion	Met/Not Met	Page where found in proposal
MT1	<p>Executive Summary</p> <p>The Bidder must provide an Executive Summary that contains the following information:</p> <ul style="list-style-type: none"> - Demonstration that they currently and will, for the duration of the contract, maintain an office within the NCR. - A description of the organization and - A brief description which demonstrates that the bidder understands the statement of work and the way the services will be delivered. 		

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

#	Mandatory Technical Criterion	Met/Not Met	Page where found in proposal
MT2	<p>Shuttle Vehicles</p> <p>Must provide 3 vehicles</p> <p>Must have a minimum seating capacity of 6 seats excluding the driver.</p> <p>The shuttle and temporary replacement shuttles must have functioning air conditioning systems for use during warm weather periods and functioning hot air heating for cold weather periods.</p> <p>Must be willing to add non-permanent exterior and interior signage on shuttle to identify and inform passengers about destinations and departments, at DFATD's expense.</p>		

#	Mandatory Technical Criterion	Met/Not Met	Page where found in proposal
MT3	<p>Drivers</p> <p>Contractor must provide three (3) dedicated, licensed drivers, meeting the standards of the profession, be courteous and professional at all times and responsible for providing quality service.</p> <p>Contractor must have a back-up driver available in case of illness, vacation, etc.</p> <p>The bidder must provide proof that all resources submitted (drivers) have an Ontario (G) driver's license, or the equivalent in Quebec, to operate a class G motor vehicle as per the terms and conditions of the Applicable Law.</p> <p>Drivers must have a valid enhanced reliability security clearance at bid submission.</p> <p>Driver must speak one of the two official languages of Canada, French or English</p>		

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

	Mandatory Technical Criterion	Met/Not Met	Page where found in proposal
MT4	<p>Passenger tracking tool</p> <p>The driver must use the template provided at contract award to gather statistical data on the number of passengers using the shuttle service each day and the number of trips the driver makes during each day.</p> <p>The totalled tracking sheets are to be tabulated and submitted electronically by email to the project authority on a monthly basis or upon the project authority's request.</p>		

	Mandatory Technical Criterion	Met/Not Met	Page where found in proposal
MT5	<p>Shuttle Schedule</p> <p>Bidder to provide a sample shuttle schedule that serves all 3 locations within 10 continuous service hours.</p> <p>Each location must be serviced every 20 minutes, or less, starting each day between the hours of 7:30 and 9:00 am. Estimated driving time is to be calculated using Google maps.</p> <p>Please note that it is not sufficient to merely state that the conditions in the SOW will be met but rather it is required that a sample shuttle schedule is presented that meets all of the elements described within using concrete examples.</p> <p>*Actual starting time and 10 service hours to be determined by DFATD upon contract award.</p>		

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

3.0 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Each point rated technical criterion should be addressed separately.

#	Point Rated Technical Criteria	Maximum Number of Points
RT1	Shuttle model	40
RT2	Age of Vehicle	24
RT3	Shuttle Accessibility	15
RT4	Rate of Fuel Consumption	30
RT5	Offsite Vehicle Storage	10
RT6	Official Languages	6
RT7	Shuttle Frequency	18
	Total Points Available	143
	Passing Mark (70%)	100

Point Rated Technical Criteria (RT)			
RT1 – Shuttle Model			
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

RT1	Type of shuttle will be evaluated based on the ratings found on: www.thecarconnection.com	Please include a detailed vehicle overview accompanied by images for each shuttle you will be submitting. Score Breakdown: TCC Rating of 8.2 to 10 = 40 points TCC Rating of 6.4 to 8.1 = 30 points TCC Rating of 4 to 6.3 = 20 points TCC Rating of 3.9 and lower = 10 points	
Maximum Points =			40

Point Rated Technical Criteria (RT)

RT2 – Age of Vehicle

#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT2	Each vehicle will be evaluated based on its age.	Accompanying grid will determine how many points will be allocated per shuttle based on the age of the vehicle. Score Breakdown: 2014 = 8 points 2013 = 7 points 2012 = 6 points 2011 = 5 points 2010 = 4 points 2009 and older = 3 points	
Maximum Points =			24

Point Rated Technical Criteria (RT)

RT3 – Shuttle Accessibility

#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
---	--------------------------------	------------------------------	-----------

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

RT3	<p>Shuttles will be accessed quickly by passengers.</p> <p>Points will be awarded with shuttles that have access on both sides of the vehicle.</p>	<p>Shuttles will be given points per accessible door.</p> <p>Score Breakdown:</p> <p>3 doors (passenger front and 2 passenger side doors) = 15 points</p> <p>2 doors (passenger front and 1 side door) = 6 points</p>	
Maximum Points =			15

Point Rated Technical Criteria (RT)

RT4 – Rate of Fuel Consumption

#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT4	<p>Points will be awarded for shuttles that have a low fuel consumptions based on Cost/KM city driving.</p> <p>Calculator found at: http://www.fueleconomy.gov/feg/findacar.shtml</p>	<p>Score Breakdown:</p> <p>MPG city driving:</p> <p>17 MPG and over = 30 points</p> <p>16 MPG = 25 points</p> <p>15 MPG = 20 points</p> <p>14 MPG = 15 points</p> <p>13 MPG = 10 points</p> <p>12 and under = 5 points</p>	
Maximum Points =			30

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

Point Rated Technical Criteria

RT5 – Offsite Vehicle Storage

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting
RT5	Secure offsite location for overnight service and storage.	<p>Please describe what the overnight site of service and storage will consist of with a focus on security.</p> <p>HIGH: Closed area after business hours. Cameras on site. Cameras with view of vehicles. Personnel on location after hours. = 10 points</p> <p>MEDIUM-HIGH: Closed area after business hours. Cameras on site. Camera with view of vehicles. = 8 points</p> <p>MEDIUM: Closed area after business hours. Cameras on site. = 6 points</p> <p>LOW: Closed area after business hours. = 4 points.</p>	
Maximum Points =			10

Point Rated Technical Criteria (RT)

RT6 – Official Languages

#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT6	Each of the 3 proposed drivers can speak in one or both of Canada's official languages, English and French	<p>Please provide us with confirmation that the submitted resource is bilingual. French and English spoken.</p> <p>Score Breakdown: French and English Bilingual Spoken =2 points per fluently bilingual driver.</p>	
Maximum Points =			6

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

Point Rated Technical Criteria (RT)

RT7 – Shuttle Frequency

#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT7	<p>Ability to service each shuttle location more often than every 20 minutes.</p> <p>Please provide concrete examples of how this will be achieved.</p>	<p>10 minutes or less = 18 points</p> <p>11 to 15 minutes = 9 points</p> <p>16 to 19 minutes = 5 points</p>	
Maximum Points =			18

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

APPENDIX "D" – Financial Proposal

1.1 Bidders shall quote in Canadian dollars (CDN), firm prices/rates as indicated in the tables below that include all costs necessary to perform the work. GST, HST or VAT must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.

1.2 The firm hourly rates are all inclusive and must include cost of labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, participant evaluations, overhead and profit, as applicable.

All overhead expenses normally incurred in providing the services such as project office space and furnishings, word processing, work estimates, photocopying, courier and telephone charges, local travel are included in the firm rates identified hereunder and will not be permitted as direct charges.

Items to consider: DFATD has on site security with cameras and security guards monitoring the premises. The safety of the vehicles and the effect that the shuttles are already secured on site every night is to be considered by the contractor and will be reflected accordingly in the final quote. No extra cost for housing of vehicles or overnight garage expenses can be considered in the quote.

1.4 Travel and Living Expenses will not be paid for any part of this contract including any relocation required to satisfy the terms of the contract.

1.5 The volumetric (estimated usage) data is provided in good faith and does not represent a commitment on the part of Canada. Canada's actual usage may be higher or lower.

Initial Pilot Period (8 months)

Provide a firm all inclusive daily rate for all work to be performed which includes all vehicles, drivers, vehicle maintenance, fuel and any other expenses that may be incurred for the initial pilot period.

\$ _____ /day * 165 days = **A** \$ _____ (GST/HST extra)

Option Year 1 (12 months)

Provide a firm all inclusive daily rate for all work to be performed which includes all vehicles, drivers, vehicle maintenance, fuel and any other expenses that may be incurred for option year 1.

\$ _____ /day * 250 days = **B** \$ _____ (GST/HST extra)

Option Year 2 (12 months)

Provide a firm all inclusive daily rate for all work to be performed which includes all vehicles, drivers, vehicle maintenance, fuel and any other expenses that may be incurred for option year 2.

\$ _____ /day * 250 days = **C** \$ _____ (GST/HST extra)

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

Option Year 3 (12 months).

Provide a firm all inclusive daily rate for all work to be performed which includes all vehicles, drivers, vehicle maintenance, fuel and any other expenses that may be incurred for option year 2.

\$ _____ /day * 250 days = **D** \$ _____ (GST/HST extra)

Option Year 4 (12 months).

Provide a firm all inclusive daily rate for all work to be performed which includes all vehicles, drivers, vehicle maintenance, fuel and any other expenses that may be incurred for option year 2.

\$ _____ /day * 250 days = **E** \$ _____ (GST/HST extra)

Summary Pricing Schedule

Total Evaluated Price (Sum of A+B+C+D+E) =	\$ _____ CDN (GST/HST excluded)
---	---

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

APPENDIX E – Certifications

The certifications listed herein should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1. Certification of Understanding

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Contracting Authority so authorizes in writing.

Signature Bidder/Contractor

Date

2. Certification of Education, Experience and Legal Right to Work in Canada

We certify that all statements made with regard to the experience and legal right to work in Canada of individuals proposed for completing the subject work are accurate and factual, and we are aware that the Project Authority reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Should verification by the Project Authority disclose untrue statements, the Project Authority shall have the right to treat any Contract resulting from this Bid as being in default and to terminate it accordingly.

Signature Bidder/Contractor

Date

3. Certification of Availability and Status of Personnel

Certification from the Bidder that all proposed resources will be available to commence the work at the period specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is not an employee of the Bidder/Contractor, the Bidder/Contractor hereby certifies that it has 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 fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is or who is not an employee of the Bidder/ Contractor, the Bidder/Contractor hereby certifies that such a person is under no restrictive covenant in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work.

During the bid evaluation, the Bidder/Contractor MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder/Contractor agrees that failure to comply with such a request may lead to disqualification of the Bidder's/Contractor's proposal from further consideration.

Signature Bidder/Contractor

Date

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

4. Certification of Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to Contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

Signature Bidder/Contractor

Date

5. Former Public Servant Certification (Canada)

Contracts with former Canadian public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program (Canada)

Is the Bidder a FPS who received a lump sum payment pursuant to the terms

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

of a work force reduction program? **YES** () **NO** ()

If so, the Bidder must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature Bidder/Contractor

Date

6. Federal Contractors Program - \$1,000,000 or more

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$1,000,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. 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 for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or

Request for Proposals (RFP)
Department of Foreign Affairs, Trade and Development (DFATD)

more in Canada;

- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$1,000,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the [FCP](#) is available on the HRSDC Web site.

Signature Bidder/Contractor

Date

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature Bidder/Contractor

Date