



## A1. REQUEST FOR PROPOSALS

for

Performance of the Work described in  
Appendix 1, Annex A, Statement of Work.

## A2. RFP AUTHORITY

The Authority for this RFP is:

Sean Stiff  
Contracting Specialist  
Materiel and Assets Management Division  
Chief Financial Officer Branch  
Winnipeg, MB

Telephone: 204.594.8031  
Fax: 204.594.8151  
E-mail: [sean.stiff@hc-sc.gc.ca](mailto:sean.stiff@hc-sc.gc.ca)

**THIS RFP DOES NOT CONTAIN A  
SECURITY REQUIREMENT.**

### A3. TITLE

Snow Removal Services – Winnipeg, MB

### A4. SOLICITATION NUMBER

1000172803

### A5. DATE

July 9, 2015

### A6. BID SOLICITATION DOCUMENTS

The RFP is divided into five (5) parts as follows:

1. Section I – Bid Submission Requirements
2. Section II – Evaluation Criteria
3. Section III – Financial Bid
4. Section IV – Certifications
5. Section V – General Instructions
6. Appendix 1 - Draft Contract, and its annexes  
Annex A - Statement of Work

### A7. BID DELIVERY

Bids must be received by no later than 14:00 (2 p.m) on August 21<sup>st</sup>, 2015 (Central Standard time) by RFP Authority email address indicated in A2. Bids received after the closing date and time (referred to as the “Closing Date”) will be considered non-responsive.

Bids sent by fax, courier, or postage mail will not be accepted. Bidders should ensure that their name, address, the Closing Date, and the solicitation number is clearly marked within their email.

Bids and all supporting information may be submitted in either English or French.

### A8. BID CONTENT

Bids must be structured in the following manner contained in a separate document.

- one (1) electronic copy of covering letter, signed by an authorized representative of your firm;
- one (1) electronic copy of the Technical Proposal;
- one (1) electronic copy of the Cost/Price Proposal (Section “III”)
- one (1) electronic copy of Certifications (Section “IV”).

Failure to comply with these instructions will result in the entire bid being declared non-responsive.

### A9. BID VALIDITY

Bids will remain valid for a period of ninety (90) calendar days following the Closing Date.

### A10. ENQUIRIES

All enquiries must be submitted in writing to the designated RFP Authority identified in A2 by no later than seven (7) calendar days prior to the Closing Date in order to allow sufficient time to provide a response.

### A11. APPLICABLE LAWS

In accordance with GI15, any resulting contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in the Province of Manitoba, Canada.

## SECTION “I” – BID SUBMISSION REQUIREMENTS

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- 1.1 This section outlines the information Bidders are required to submit. To be declared responsive, a bid must:

- a. comply with all the requirements of the RFP;
- b. meet all the mandatory technical evaluation criteria;

Bids not meeting (a) or (b) will be declared non-responsive. An evaluation team comprised of representatives of Canada will evaluate the bids.

- 1.2 Bidders who submit a bid in response to this RFP agree to be bound by the instructions, clauses and conditions of the RFP and accept the terms and conditions of the resulting contract.
- 1.3 It is the Bidder's responsibility to obtain clarification of the requirements contained in the RFP, if necessary and to prepare its bid in accordance with the instructions contained in the RFP. Enquiries must be submitted in writing to the Authority identified in A2 (RFP Authority) and in accordance with section A10 (Enquiries).
- 1.4 The RFP documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a Bidder from any other source are not relevant and not part of this RFP. Bidders should not assume that practices used under previous RFPs or contracts will continue, unless they are identified in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.
- 1.5 Both Health Canada and the Public Health Agency of Canada have adopted electronic direct deposit as their preferred method for paying invoices. Suppliers are encouraged to register for electronic direct deposit and to provide their account information upon request.

#### **SECURITY REQUIREMENTS**

- 2.1 The Bidder must meet the security requirements identified in the Draft Contract and security requirements checklist (if applicable) which are included in Appendix 1, Annex B, of this RFP. This security requirement must be met at the Closing Date of this RFP.

#### **INTELLECTUAL PROPERTY**

- 3.1 Refer to Appendix 1, Draft Contract, for more information on intellectual property rights arising under the resulting contract.

#### **EVALUATION PROCEDURES**

- 4.1 The Technical Bid will first be evaluated against the mandatory technical and financial criteria of the RFP. If the bid meets all the mandatory criteria, and the RFP contains point-rated criteria, the evaluation committee will then evaluate the point-rated technical criteria. If the mandatory technical criteria are not met, the point-rated technical criteria will not be evaluated and the bid will be given no further consideration.
- 4.2 Only technical bids that meet the mandatory technical criteria will be further evaluated on the basis of the Bidder's Financial Bid.

- 4.3 In the case of technical bids which are found to be non-responsive, the Financial Bid will be returned unopened to the Bidder with a notice indicating that the Bid was non responsive.

## **SUPPLIER SELECTION METHOD**

### **5.1 Lowest price responsive bid**

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

The responsive bid with the lowest price will be recommended for award of a contract, provided that the total, all-inclusive bid price does not exceed the maximum funding available for this requirement. Bids exceeding this amount will be deemed non-responsive and will not be given any further consideration. This disclosure does not commit Canada to pay the maximum funding available.

## **OPTIONAL SITE VISIT**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on July 22<sup>nd</sup>, 2015.

Bidders are requested to communicate with the Contracting Authority no later than 14:00 Central Standard Time, July 17<sup>th</sup>, 2015 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **SECTION “II” – EVALUATION CRITERIA**

The evaluation of the following criteria is based on a “rules of evidence” approach in that the evaluation committee can only conduct its evaluation based on the contents of the Bidder’s bid. The onus is on the Bidder to ensure that its bid is complete, clear, and provides sufficient detail for the evaluation committee to evaluate the bid. Simply repeating or copying a statement contained in the RFP is not sufficient.

In order to facilitate the evaluation of the bid, Canada also requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraphs and page numbers where the subject topic has already been addressed.

For the purpose of the technical criteria specified below, the experience of the Bidder includes the experience of the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

### **6.1 MANDATORY CRITERIA**

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either “Yes” or a “No.”

<b>Attention Bidders:</b> Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
	<b>Mandatory Technical Criteria</b>	<b>Met (Yes/No)</b>	<b>Cross- Reference</b>

#			to bid (indicate page #)
<b>MT1</b>	Submission of Firm Price/Rates in Canadian funds in accordance with Section 8.0 Pricing Schedule		
<b>MT2</b>	Demonstrate past work experience and contracts adequately show contractor is capable of the provision of services detailed in the statement of work (for example, list past experience, education/training, and contracts.)		

### SECTION “III” – FINANCIAL BID

Financial Bids will only be evaluated after the evaluation of the Technical Bid is complete. If it becomes clear that the Financial Bid score would not alter the overall scoring of the bid, the Financial Bid will not be considered.

**All the information required in this section must be provided in Bidders’ Financial Bid.**

#### 7.1 **Limitation of Expenditure**

The Bidder must provide firm, all-inclusive rates, inclusive of overhead and profit, Canadian customs duties and excise taxes included. The Bidder must also identify any estimated expenses, if applicable. The total amount of Goods and Services Tax (GST) must be shown separately, if applicable.

7.2 Bidders must provide their Financial Bid in accordance with the Pricing Schedule provided below. All payments will be made in accordance with the Pricing Schedule and the proposed Basis of Payment of the Contract.

7.3 Exchange rate fluctuation protection is not offered.

7.4 Financial Bids not meeting the above requirements will be considered non-responsive and will not be given any further consideration.

#### 7.5 **Price Justification**

The Bidder must provide, at Canada's request, one or more of the following price justifications:

- a current published price list indicating the percentage discount available to Canada; or
- a recent copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- 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
- price or rate certifications; or
- other supporting documentation as requested by Canada.

## 8.0 PRICING SCHEDULE

### 8.1 Scheduled Services

For scheduled services, the contractor will be paid at the following firm, all-inclusive rates. These rates include overhead and profit but do not include GST.

Task No.		Year 1	Year 2	Option Year 1	Option Year 2	Option Year 3
1	<p>Labour:</p> <p>Scheduled snow ploughing services including all designated access lanes, parking lots, loading zones/docks. Services to be provided (typically between the hours of 8pm and 7am) as per Statement of Work.</p> <p>Snow clearing and sanding to be completed when a minimum of 5 cm of snow has accumulated as per Environment Canada. Estimated quantity = 18 times per year per site.</p>					
A.	Unit Price for CSCHAH – 1015 Arlington Street	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
B.	Unit Price for JCWIDRC – 745 Logan	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
2	<p>Labour:</p> <p>Scheduled snow shovelling/snow blowing and sanding services including all designated access entrances, emergency exits, walkways and lanes. Services must be provided as needed and ongoing if required as per Statement of Work.</p> <p>Snow shovelling/snow blowing must be completed when a minimum of 5 cm of snow has accumulated as per Environment Canada. Estimated quantity = 28 times per year per site.</p>					
C.	Unit Price for CSCHAH – 1015 Arlington Street	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month
D.	Unit Price for JCWIDRC – 745 Logan	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month	\$_____ / Month

E.	Total Cost A + B + C + D Lot Prices per year	Total Cost: \$_____	Total Cost: \$_____	Total Cost: \$_____	Total Cost: \$_____	Total Cost: \$_____
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8.2 Estimated applicable taxes to Item 4.1

Est. \$\_\_\_\_\_

8.3 As and When Required Services

For as and when required services, the contractor will be paid at the following firm, all-inclusive rates.  
These rates include overhead and profit but do not include GST.

Task No.		Year 1	Year 2	Option Year 1	Option Year 2	Option Year 3
1	AS & WHEN – Sanding of parking lots - must be done as needed when requested.					
A.	Unit Price for CSCHAH – 1015 Arlington Street	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot
B.	Unit Price for JCWIDRC – 745 Logan	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot	\$_____ / Lot

8.4 Estimated applicable taxes to Item 4.3

Est. \$\_\_\_\_\_

#### SECTION “IV” CERTIFICATIONS

**The following information must be submitted along with Section “III,” Financial Bid as well as the Technical Bid and a signed covering letter.**

9.0 Legal name and Bidder’s information

(print clearly)

Bidder’s Legal Name \_\_\_\_\_

Bidder’s Complete Address

\_\_\_\_\_

—

\_\_\_\_\_

—

Bidder’s Phone number (\_\_\_\_\_)\_\_\_\_\_

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Bidder's Authorized Representative \_\_\_\_\_

Bidder's Authorized Representative Phone number (\_\_\_\_\_) \_\_\_\_\_

Bidder's Authorized Representative e-mail \_\_\_\_\_

## 10.0 **CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The RFP Authority will have the right to ask for additional information to verify Bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the RFP Authority for additional information will also render the Bid non-responsive.

### 10.1 **Certification of Education, Experience and Qualifications**

The Bidder certifies that all statements made with respect to education and experience are true and that any person proposed by the Bidder to perform the Work or part of the Work is either an employee of the Bidder or under a written agreement to provide services to the Bidder.

Canada reserves the right to verify the above certification and to declare the bid non-responsive for any of the following reasons:

- an unverifiable or untrue statement; or
- unavailability of any person proposed on whose statement of education and experience the Canada relied to evaluate the Bid and award the contract.

### 10.2 **Certification of Availability and Status of Personnel**

#### **Availability of Personnel and Facility**

The Bidder certifies that, should it be authorized to provide services under any Contract resulting from this RFP, the persons and facility proposed in its bid will be available to commence performance of the Work within a reasonable time from Contract award and will remain available to perform the Work in relation to the fulfilment of this requirement.

#### **Status of Personnel**

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder 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 RFP Authority.

During the evaluation of its bid, the Bidder must upon the request of the RFP Authority provide a copy of such written permission, in relation to any or all resources proposed. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder's bid from further consideration.

### 10.3 **Former Public Servant Certification**

Contracts awarded to former 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

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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 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***

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( )

No ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



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***Work Force Adjustment Directive***

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**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 adjustment 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 Applicable Taxes.

#### **10.4 Joint Venture/Partnership**

A joint venture is not considered a "person" for registration purposes, whereas a partnership is. Therefore, a partnership can have a BN; a joint venture cannot. A joint venture is limited in scope; a partnership is generally an ongoing business relationship that exists between persons carrying on common business.

A joint venture is an arrangement where two or more persons (participants) work together in a limited and defined business undertaking. Ordinarily, all participants of the joint venture contribute assets, share risks, and have mutual liability.

The Bidder certifies that its bid is submitted to Canada as a: (please choose one)

- |                     |     |
|---------------------|-----|
| Sole proprietorship | [ ] |
| A corporation       | [ ] |
| Partnership         | [ ] |
| A joint venture     | [ ] |

\* In the case of a Joint Venture, the Bidder must provide the following details as part of its bid:

- 
- a. the name of each member of the joint venture;
  - b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - c. the name of the joint venture, if applicable.

#### 10.5 Federal Contractor's Program for Employment Equity Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list

([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

By submitting the present information to the RFP Authority, the Bidder certifies that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. The Bidder understands that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

#### Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

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**OR**

- ( ) A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- ( ) B1. The Bidder is not a Joint Venture.

**OR**

- ( ) B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

\_\_\_\_\_  
nom et titre (en lettres moulées)

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## SECTION “IV” - GENERAL INSTRUCTIONS

### **GI1 INTERPRETATION**

In this RFP:

- 1.1 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.
- 1.2 “Her Majesty”, the “Minister” or “Canada” means Her Majesty the Queen in right of Canada, as represented by the Minister of Health, acting through the Public Health Agency of Canada (referred to herein as the “Minister”).

### **GI2 RESPONSIVENESS**

- 2.1 For a bid to be considered responsive, it must comply with all of the requirements of this RFP identified as mandatory. “Mandatory Requirements” are also expressed by using imperative verbs such as “shall”, “will” and “must”.

### **GI3 ENQUIRIES – BID SOLICITATION STAGE**

- 3.1 All enquiries or issues concerning this RFP must be submitted in writing to the RFP Authority identified in A2 as early as possible within the bid solicitation period. Enquiries and issues must be received within the timeframe described in A10 to allow sufficient time to provide a response. Enquiries received after that time may not be answered prior to the closing date.
- 3.2 To ensure consistency and quality of information provided to Bidders, the RFP Authority will give notice, in the same manner as this RFP, of any additional information in response to significant enquiries received without revealing the sources of the enquiries.
- 3.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed ONLY to the RFP Authority named herein. Non-compliance with this condition during the bid solicitation period will (for that reason alone) result in bid disqualification.

### **GI4 BIDDER’S SUGGESTED IMPROVEMENTS DURING BID SOLICITATION PERIOD**

- 4.1 Should any Bidder consider that the specifications or Statement of Work contained in this RFP can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the RFP 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 RFP Authority within the timeframe described in article A10 to allow sufficient time to provide a response. Canada reserves the right to accept or reject any or all suggestions.

### **GI5 BID PREPARATION COSTS**

- 5.1 The costs, including travel incurred by the Bidder in the preparation of its bid, of any resulting contract will be the sole responsibility of the Bidder and will not be reimbursed by Canada.

### **GI6 BID DELIVERY**

- 6.1 Bids or amendments thereto, will only be accepted by the RFP Authority if they are received at the address indicated in A1, on or before the closing date and time specified in A7.
- 6.2 Responsibility for bid delivery: the Bidder has the sole responsibility for the timely receipt of a bid by Canada and cannot transfer this responsibility to Canada. Canada will not assume responsibility for bids that are directed to an address other than the one stipulated in A1.
- 6.3. Late bids: Bids received after the closing date and Time specified in A7 will be deemed non-responsive and will not be considered for contract award.

### **GI7 RIGHTS OF CANADA**

Canada reserves the right:

- 7.1 during bid evaluation, to submit questions to or conduct interviews with Bidders, at Bidders’ cost, upon forty eight (48) hours’ notice, to seek clarification or to verify any or all information provided by the Bidder with respect to this RFP;
- 7.2 to reject all bids received in response to this RFP;
- 7.3 to accept any bid in whole or in part without prior negotiation;
- 7.4 to cancel and/or re-issue this RFP at any time;
- 7.5 to award one or more contracts, if applicable;
- 7.6 to not accept any deviations from the stated terms and conditions;
- 7.7 to incorporate all, or any portion of the Statement of Work, Request for Proposals and the successful bid in any resulting contract; and
- 7.8 to not contract at all.

### **GI8 INCAPACITY TO CONTRACT WITH GOVERNMENT**

- 8.1 By submitting a bid, the Bidder declares that the Bidder has not been convicted of an offence under the following provisions of the *Criminal Code*:
- Section 121, Frauds upon the Government;
  - Section 124, Selling or Purchasing Office; or
  - Section 418, Selling Defective Stores to Her Majesty,
- Other than an offence for which a pardon has been granted.
- 8.2 Canada may reject a bid where the Bidder, including the Bidder’s officers, agents and employees, has been convicted of an offence referred to in clause 8.1. Where Canada intends to reject a proposal pursuant to this provision, the RFP Authority will so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representations, prior to making a final decision on the bid rejection.

### **GI9 INCURRING OF COSTS**

- 9.1 No costs incurred before receipt of a signed contract or specified written authorization from the RFP Authority 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 Contracting Authority. The Bidder’s attention is drawn to the fact that the Contracting Authority is the only authority which can commit Canada to the expenditure of the funds for this requirement.

### **GI10 BIDDERS NOT TO PROMOTE THEIR INTEREST IN THE PROJECT**

- 10.1 Bidders must not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

### **GI11 PROPERTY OF CANADA**

- 11.1 Bids received on or before the stipulated RFP closing date and time will become the property of Canada and may not be returned. All bids will be treated as confidential, subject to the *Access to Information Act* (R.S. 1985, c. A-1) and *Privacy Act* (R.S., 1985, c. P-21).

### **GI12 PRICE JUSTIFICATION**

In the event that the Bidder’s bid is the sole responsive bid received, the Bidder must provide, on the RFP Authority’s request, one or more of the following price justifications:

- 12.1 a current published price list indicating the percentage discount available to Canada; or
- 12.2 copies of paid invoices for like quality and quantity of the goods, services or both sold to other customers; or
- 12.3 a price breakdown showing the cost of direct labour,

- direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, etc.; or
- 12.4 price or rate certification; or
- 12.5 any other supporting documentation as requested by the RFP Authority

#### **GI13 ANNOUNCEMENT OF SUCCESSFUL BIDDER**

- 13.1 If this RFP was advertised on the “Buyandsell.gc.ca” tendering service, the name of the successful Bidder will be announced on Buyandsell.gc.ca upon contract award and sign off.
- 13.2 If this RFP was not advertised on “Buyandsell.gc.ca,” Canada will communicate to all Bidders the name and address of the successful Bidder as well as the total dollar value and award date for the contract only after contract sign-off.

#### **GI14 PS ONLINE - TRADING PARTNERS AGREEMENT**

- 14.1 If this RFP invite suppliers from the PS Online, the General Conditions, Supplemental General Conditions applicable to this requirement and Clauses of General application set-out in the Trading Partner Agreement shall form part of this RFP.

#### **GI15 APPLICABLE LAWS**

- 15.1 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it is acknowledged that the applicable laws specified in this RFP are acceptable to the Bidders.

#### **GI16 CONTINGENCY FEE**

- 16.1 The Bidder declares that the Bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly pay, a Contingency Fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*, R.S.C., 1985, c. 44 (4th Supp.). In this section, “Contingency Fee” means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or part of its terms.

#### **GI17 CONFLICT OF INTEREST – UNFAIR ADVANTAGE**

- 17.1 In order to protect the integrity of the procurement process, Bidders are advised that Canada may reject a bid in the following circumstances:
  - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest; or
  - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to available to other Bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 17.2 The experience acquired by a Bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- 17.3 Where Canada intends to reject a bid under this section, the RFP Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular

situation should contact the Contracting Authority before the bid Closing Date.

- 17.4 By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or appearance of conflict of interest or unfair advantage exists.

#### **GI18 CONDUCT OF EVALUATION**

- 18.1 In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
  - (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the bid solicitation;
  - (b) contact any or all references supplied by Bidders to verify and validate any information submitted by them;
  - (c) request, before award of any contract, specific information with respect to Bidders' legal status;
  - (d) conduct a survey of Bidders' facilities and examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
  - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;
  - (f) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties; and
  - (g) interview, at the sole costs of Bidders, any Bidder and any or all of the resources proposed by Bidders to fulfill the requirement of the bid solicitation.
- 18.2 Bidders will have the number of days specified in the request by the RFP Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

#### **GI19 BIDDER DEBRIEFINGS**

- 19.1 Should you require additional information or a debriefing regarding your bid, please contact the RFP authority identified in A2 to schedule a meeting either by phone or in person. Debriefings provide bidders an opportunity to understand where their bids may need to be improved in response to future solicitations. After the debriefing, and if needed, you will be provided with information on other dispute resolution options available to you such as the Office of the Procurement Ombudsman (OPO) or other appropriate recourses.