



**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITIONS**

**RETURN BIDS TO:
RETOURNER LES
SOUMISSIONS A:**

National Research Council Canada (NRC)
Procurement Services
Saguenay Site
501, Boul. de l'Université Est
Saguenay (arr. Chicoutimi), (Québec) G7H 8C3

Conseil national de recherches Canada
Site Saguenay
501, Boul. de l'Université Est
Saguenay (arr. Chicoutimi), (Québec) G7H 8C3

Instructions: See Herein

Instructions: Voir aux présentes

Proposal To:

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux:

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).



Title/Sujet	
Snow removal work on parking lots, access roads and sidewalks, as well as gardening and lawn mowing work. (2019-2023)	
Solicitation No./N. de l'invitation	Date
DDS18-CS2, 18-22068	November 7th, 2018
Solicitation Closes/L'invitation prend fin at/à	Time Zone/Fuseau Horaire
14 :00 on/le December 16th, 2018	EST
Address Enquiries To/Adresser demandes de renseignements à :	
Buyer Name / Acheteur R-Michel Simard	
Email/Courriel : R-Michel.Simard@cnrc.gc.ca	
Telephone No./N. de téléphone : (418) 545-5250	
Facsimile No./N. de télécopieur : (418) 545-5254	

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No./N. de téléphone Facsimile No./N. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisé à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

1.0 PRESENTATION OF PROPOSALS

1.1 You are invited to submit two (2) copies of a Financial Proposal. All information **must** be fully contained in the Proposal, in reference of the RFP. **All proposals should include the front page of this RFP duly completed (signed & dated).**

2.0 SCOPE OF WORK

2.1 To provide Professional Services of *snow removal work on parking lots, access roads and sidewalks, as well as gardening and lawn mowing work* in accordance with the detailed Statement of Work attached as Appendix "A" and the Plans and Specifications document as Appendix "B".

3.0 PERIOD OF CONTRACT

3.1 The actual request is for a starting period of two (2) years and 9 months with two (2) optional years for a total of four (4) years and 9 months

3.2 NRC anticipates that the work will begin for an initial period of two (2) years and 9 months:

3.2.1 **Snow removal and cleaning:**

- 3.2.1.1 On **January 1st** and be completed by **April 30th, 2019**
- 3.2.1.2 On **November 1st, 2019** and be completed by **April 30th, 2020**
- 3.2.1.3 On **November 1st, 2020** and be completed by **April 30th, 2021**

3.2.2 **Mowing the lawn**

- 3.2.2.1 On **May 1st** and be completed by **September 30th, 2019**
- 3.2.2.2 On **May 1st** and be completed by **September 30th, 2020**
- 3.2.2.3 On **May 1st** and be completed by **September 30th, 2021**

3.2.3 **Landscaping And Flower Beds:**

- 3.2.3.1 On **May 1st** and be completed by **September 30th, 2019**
- 3.2.3.2 On **May 1st** and be completed by **September 30th, 2020**
- 3.2.3.3 On **May 1st** and be completed by **September 30th, 2021**

3.3 **NRC** anticipates that the work will begin for the others optional period as:

3.3.1 **Optional year #3:**

3.3.1.1 **Snow removal and cleaning:**

- 3.3.1.1.1 On **November 1st, 2021** and be completed by **April 30th, 2022**

3.3.1.2 **Mowing the lawn**

- 3.3.1.2.1 On **May 1st** and be completed by **September 30th, 2022**

3.3.1.3 **Landscaping And Flower Beds:**

- 3.3.1.3.1 On **May 1st** and be completed by **September 30th, 2022**

3.3.2 **Optional year #4:**

3.3.2.1 **Snow removal and cleaning:**

- 3.3.2.1.1 On **November 1st, 2022** and be completed by **April 30th, 2023**

3.3.2.2 Mowing the lawn

3.3.2.2.1 On **May 1st** and be completed by **September 30th, 2023**

3.3.2.3 Landscaping And Flower Beds:

3.3.2.3.1 On **May 1st** and be completed by **September 30th, 2023**

- 3.4 Snow removal, invoicing on the last day of the month for each item.
- 3.5 Snow removal, adjustment for excess snow quantity to 300cm. Only one (1) invoice, on April 30th of the current year.
- 3.6 Cleaning, sand removal and scouring of storm sewers. Only one (1) invoice, on April 30th of the current year.
- 3.7 Mowing, invoicing on the last day of the month for each item.
- 3.8 Flat-bed gardening and pruning. Invoicing spread over three (3) periods as follows:
 - May 31st
 - July 31st
 - September 30th

4.0 ENQUIRIES

- 4.1 If you require clarification regarding any aspect of this RFP, address all queries to the Contracting Authority, identified below, at least five (5) working days before the closing date. All queries must be in writing and queries received less than five (5) working days prior to the closing date cannot be guaranteed a response. Information received verbally will not be binding upon the NRC.

R-Michel Simard
Procurement service
National Research Council Canada
Saguenay Site
Aluminium Technology Centre
501, Boul. de l'Université Est
Saguenay (Chicoutimi district), (Québec) G7H 8C3

Telephone: **(418) 545-5250** R-Michel.Simard@cnrc.gc.ca

- 4.2 To ensure the equality of information among Bidders, responses to general enquiries will be made available to all bidders unless such publications would reveal proprietary information. The bidder who initiates the question will not be identified. Technical questions that are considered proprietary by the bidder must be clearly identified. NRC will respond individually to the bidder if it considers the questions proprietary. If NRC does not consider the question proprietary, the bidder submitting it will be allowed to withdraw the question, or have the question and answer made available through the Open Bidding System (OBS) to all bidders.
- 4.3 Vendors who attempt to obtain information regarding any aspect of this RFP during the solicitation period through any NRC contacts other than the Contracting Authority identified herein, may be disqualified (for that reason alone).
- 4.4 It is the responsibility of the Bidder to obtain clarification of the requirement contained herein, if necessary, prior to submitting its proposal. The Bidder must have written confirmation from the Contracting Authority for any changes, alterations, etc., concerning this RFP.

5.0 **PROPOSAL CLOSING DATE AND BID SUBMISSION INSTRUCTIONS**

- 5.1 Proposals must be delivered not later than **2:00 PM EST, December 19th, 2018** to the following **Contracting Authority**:

R-Michel Simard

Contracting Authority, Procurement Services
National Research Council Canada
Saguenay site
501, Boul. de l'Université Est
Saguenay (Chicoutimi district), (Québec) G7H 8C3

Téléphone : (418) 545-5250

Proposals <u>must not</u> be sent directly to the Project Authority

- 5.2 Proposals must be delivered in a sealed envelope and the Bidder's name and the RFP No. should be clearly indicated on the Proposal Envelope. It is the vendor's responsibility to obtain date and time stamped receipt signed by the receptionist as proof that NRC has received their proposal within the prescribed time limit. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5.3 Bid submissions must be in accordance with the Standard Instructions and Conditions (Applicable to Bid Solicitation) attached as Appendix "E".
- 5.4 Due to the nature of this solicitation, **NRC will not accept any proposal documents by facsimile.**
- 5.5 NRC **will not accept** any proposal documents by electronic mail or on diskette.
- 5.6 Proposals received after the closing date will not be considered and will be returned to the sender. The sender has the sole responsibility for the timely dispatch and delivery of a proposal and cannot transfer such responsibility to the NRC. No supplementary information will be accepted after the closing deadline unless NRC requests a clarification.
- 5.7 All submitted proposals become the property NRC and will not be returned to the originator.

6.0 **COST PROPOSAL**

- 6.1 The cost proposal must be a **fixed price quotation, FOB Destination, excluding GST/HST.** The fixed price must include all the materials and services required to fulfil all aspects of the Statement of Work. Bidders should identify the currency on which the cost proposal is based into the appendix "D".
- 6.3 GOODS AND SERVICES TAX (GST) and HARMONIZED SALES TAX (HST): The GST and HST, whichever is applicable, shall be considered an applicable tax for the purposes of this RFP and extra to the price herein. The amount of GST or HST shall be disclosed and shown as a separate item.

- 6.4 Bids will be evaluated in Canadian currency, therefore, for evaluation purposes, the exchange rate quoted by the Bank of Canada as being in effect on date of bid closing, shall be applied as the conversion factor for foreign currency. Prices quoted shall not be subject to, or conditional upon, fluctuations in commercial or other interest rates during either the evaluation or contract period.

7.0 CONDITIONS OF SUBMISSION

- 7.1 There shall be no payment by the National Research Council for costs incurred in the preparation and submission of proposals in response to this request. No payment shall be made for costs incurred for clarification(s) and/or demonstration(s) that may be required by NRC. The National Research Council reserves the right to reject any or all proposals submitted, or to accept any proposal in whole or in part without negotiation. A contract will not necessarily be issued as a result of this competition. NRC reserves the right to amend, cancel or reissue this requirement at any time.
- 7.2 The method of selection will be the valid proposal with the lowest financial proposal.
- 7.3 Proposals submitted must be valid for not less than sixty (60) calendar days from the closing date of the RFP.
- 7.4 Your proposal should contain the following statement:
- "We hereby certify that the price quote is not in excess of the lowest price charged anyone else, including our most favoured customer, for like services".
- 7.5 Any contract resulting from this invitation will be subject to the General Conditions - [Services \(medium complexity\) 2010C](#) (as Appendix "C") and any other special conditions that may apply.

8.0 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY

- 8.1 All confidential information gathered or viewed or any product developed as a result of this RFP must be treated as confidential and as NRC property.

9.0 CONFIDENTIALITY

- 9.1 This document is UNCLASSIFIED, however; the contractor shall treat as confidential, during as well as after the services contracted for, any information of the affairs of NRC of a confidential nature to which its servants or agents become privy.

10.0 CRIMINAL CODE OF CANADA

- 10.1 Canada may reject an offer where the Bidder, or any employee or subcontractor included as part of the offer, has been convicted under section 121 ("Frauds on the government" & Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), or 418 ("Selling defective stores to Her Majesty") of the Criminal Code.

ADDITIONAL CONTRACT CLAUSES

Bidder compliance with all of the following clauses, terms and conditions of the resulting contract is mandatory.

11.0 T4-A SUPPLEMENTARY SLIPS

- 11.1 Pursuant to paragraph 221(1) d) of the Income Tax Act, payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4A Supplementary slip. To enable client departments and agencies to comply with this requirement, contractors are required to provide information as to their legal name and status, business number, and/or Social Insurance Number or other identifying supplier information as applicable, along with a certification as to the completeness and accuracy of the information.

12.0 GOVERNMENT SMOKING POLICY

- 12.1 Where the performance of the 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.

13.0 ACCESS TO GOVERNMENT FACILITIES / EQUIPMENT

- 13.1 Access to the facilities and equipment necessary to the performance of the work shall be provided through arrangements to be made by the Project Authority named herein. There will be however; no day-to-day supervision of the Contractor's activities nor control of the Contractor's hours of work by the Project Authority.
- 13.2 The Contractor undertakes and agrees to comply with all Standing Orders and Regulations in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fires.

14.0 GENERAL CONDITIONS

- 14.1 The General Conditions [2010C](#) entitled General Conditions [Services - \(medium complexity\)](#) and attached as Appendix "[C](#)" form part of this Contract.

15.0 PROGRESS REPORT

- 15.1 As part of and together with each progress claim, the Contractor must submit a progress report consisting of a narrative of approximately one (1) page describing the technical progress achieved in terms of the "Statement of Work", explaining any variations in the work or expenditure plan, specifying any problems encountered or foreseen (relating to time, cost or technical matters) and any other matter considered reportable by the Contractor.

16.0 ADDITIONAL WORK

- 16.1 The successful bidder can at NRC's option, be asked to provide additional work related to this requirement. Payment will be limited to the firm per diems quoted in the Contractor's proposal.

17.0 NON-PERMANENT RESIDENT (CANADIAN COMPANY)

- 17.1 The Contractor is responsible for compliance with the immigration requirements applicable to non-permanent residents entering Canada to work on a temporary basis in fulfillment of the Contract. In some instances, the employment authorization necessary to enter Canada cannot be issued without prior approval of Human Resources Centre Canada (HRCC).

HRCC should always be contacted as soon as the decision to bring in a non-permanent resident is made. The Contractor will be responsible for all costs incurred as a result of non-compliance with immigration requirements.

18.0 LUMP SUM PAYMENT - WORK FORCE REDUCTION PROGRAMS

18.1 It is a term of the contract that:

- a. the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- b. the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based; and
- c. the Contractor had informed the Departmental Representative of any exemption in respect of the abatement of a contract fee received by the Contractor under the Early Departure Incentive Program Order or paragraph 4 of Policy Notice 1995-8, of July 28, 1995.

19.0 FORMER PUBLIC SERVANT

19.1 Contracts with 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 Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

19.2 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.

19.3 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.

19.4 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.

19.5 Work Force Reduction Program

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

19.6 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.

20.0 OFFICE OF THE PROCUREMENT OMBUDSMAN (OPO)

20.1 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.

21.0 ATTACHMENTS (DELETE ALL APPENDICES WHICH DO NOT APPLY)

DDS18-CS2 Déneigement, tonte_CTA_2019-23_En_Rev3.docx

Appendix "A" - Detailed Statement of Work - SOW
Appendix "B" – Plans and Specifications
Appendix "C" - General Conditions 2010C
Appendix "C" - Price Proposal
Appendix "D" – Standard Instructions and Conditions (Applicable to Bid Solicitation)
dated 2007/06/01

22.0 **FINANCIAL STATEMENTS**

22.1 In order to confirm a bidder's financial capability to perform the subject requirement, the Contracting Authority reserves the right to have access, during the bid evaluation phase, to current bidder financial information. If requested, the financial information to be provided shall include, but not be limited to, the bidder's most recent audited financial statements or financial statements certified by the bidder's chief financial officer.

22.2 Should the bidder provide the requested information to the Crown in confidence while indicating that the disclosed information is confidential, the Crown will treat the information in a confidential manner, as provided in the Access to Information Act.

22.3 In the event that a bid is found to be non-compliant on the basis that the bidder is considered NOT to be financially capable of performing the subject requirement, official notification shall be provided to the bidder.

23.0 **BIDDERS' CONFERENCE**

23.1 All vendors must attend a compulsory Bidders' Conference at the designated time and place detailed below. **Failure to do so will render a bid invalid.** Bidders who cannot attend, for any reason, on the specified date and time will not be given an alternative appointment and their proposals will be considered non-responsive.

NO EXCEPTIONS WILL BE MADE.

November 14th, 2018 @ 10H00 EST, and 16th @ 1h30 PM, EST,
Conference room A-011

National Research Council,
Saguenay site
Centre des technologies de l'aluminium
501, Boul. de l'Université Est
Saguenay (arr. Chicoutimi), (Québec) G7H 8C3

23.2 As proof of attendance, the Contracting Authority will have an Attendance Form that Bidders **MUST** sign. It is the responsibility of all Bidders to ensure they have signed the mandatory Bidders Conference Attendance form prior to leaving the Bidders' Conference. Proposals submitted by Bidders who have not attended the Bidders Conference and failed to sign the Attendance Form will be deemed non-responsive.

24.0 **SPECIAL REQUIREMENTS (LICENSING, PERMITS ETC.)**

24.1 See the Appendix "B", art. 1.4 And 2.5.

25.0 GREEN PRODUCTS

25.1 The supplier is committed to using green products in the execution of the work.

Appendix A

Statement of work (SOW)

Project title: Snow removal work on parking lots, driveways and sidewalks, as well as gardening and lawn mowing.

The National Research Council Canada (NRC) Aluminium Technology Centre (ATC), Saguenay Site, wishes to awarding a service contract to cover the snow removal work on parking lots, access roads and sidewalks, as well as gardening and lawn mowing work for the entire site.

Required work:

1. Snow removal from CTA areas
 - a. parking,
 - b. pathways,
 - c. and sidewalks
2. Gardening and flower beds.
3. Lawn mowing.

The deliverable Goods and services are:

1. Sets of works as mentioned in the Plans and Quotes.

NATIONAL RESEARCH COUNCIL CANADA

SEE THE APPENDIX "B"

SPECIFICATIONS

Technical Specifications

**GROUNDS MAINTENANCE
(SNOW REMOVAL, GRASS CUTTING, LANDSCAPING, AND FLOWER BEDS)**

FOR

THE ALUMINUM TECHNOLOGY CENTRE

SAGUENAY, QUEBEC

OCTOBER 2018

APPENDIX C

General conditions: Services (medium complexity), 2010C (2018-06-21)

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/17#interpretation>

- 01 Interpretation
- 02 Standard clauses and conditions
- 03 Powers of Canada
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Time of the essence
- 08 Excusable delay
- 09 Inspection and acceptance of the Work
- 10 Invoice submission
- 11 Taxes
- 12 Payment period
- 13 Interest on overdue accounts
- 14 Audit
- 15 Compliance with applicable laws
- 16 Liability
- 17 Government Property
- 18 Amendment
- 19 Assignment
- 20 Suspension of the Work
- 21 Default by the Contractor
- 22 Termination for convenience
- 23 Right of set-off
- 24 Conflict of Interest and Values and Ethics Codes for the Public Service
- 25 Contingency fees
- 26 International sanctions
- 27 Integrity provisions—contract
- 28 Harassment in the workplace
- 29 Entire agreement
- 30 Access to information
- 31 Code of Conduct for Procurement—contract

APPENDIX D

PRICE PROPOSAL

PERIOD BEGINNING NOVEMBER 1 AND ENDING APRIL 30

Description	2019 (January @ April)	2019-20	2020-21	2021-22	2022-23		Total \$
Snow removal, base post for 300 cm Monthly rate \$							
Until March 31st (Monthly Rate x 5)	(3 month)						
Snow removal April (\$ month)							
Cleaning, sand removal and scouring of storm sewers - April							
Sub-Total							

PERIOD BEGINNING IN MAY AND TERMINATING IN SEPTEMBER:

Description	2019	2020	2021	2022	2023		Total \$
Mowing (monthly \$)							
	X 5 months	X 5 months	X 5 months	X 5 months	X 5 months		
Sub-Total							

PERIOD BEGINNING IN MAY AND TERMINATING IN SEPTEMBER:

Description	2019	2020	2021	2022	2023		Total \$
Flat-bed gardening and pruning (monthly \$)							
	X 5 months	X 5 months	X 5 months	X 5 months	X 5 months		
Sub-Total							
Grand Total							

Signature of Contractor's Representative

Date: _____

Printed name

Appendix "E"

INSTRUCTIONS AND STANDARDIZED CONDITIONS

(APPLICABLE TO BID SOLICITATIONS)

1. Submission of Bids

1.1 It is the Bidder's responsibility to:

- a) return a signed original of the bid solicitation, duly completed, IN THE FORMAT REQUESTED;
- b) direct its bid ONLY to the bid receiving address specified;
- c) ensure that the Bidder's name, the bid solicitation reference number, and bid solicitation closing date and time are clearly indicated;
- d) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will enable a complete evaluation in keeping with the criteria set out in the bid solicitation.

It is the sole responsibility of Bidders to deliver bids to the correct address and within the established time limit. The National Research Council of Canada (NRC) will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.

- 1.2 Bids can be accepted in whole or in part. The lowest or any bid will not necessarily be accepted. In the event of an error in the price calculation, the unit price will govern. NRC can award a contract without negotiation.
- 1.3 Bidders that submit a bid undertake to adhere to the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- 1.4 Bids will be valid for at least sixty (60) days from the bid solicitation closing date, unless otherwise specified by the NRC in the bid solicitation.
- 1.5 Although the NRC may enter into a contract without negotiation, it reserves the right to negotiate the terms of the contract with the Bidder.

- 1.6 Notwithstanding the bid validity period set out in this bid solicitation, Canada reserves the right to seek an extension from all responsive bidders, within a minimum of three (3) days before the end of that period. Bidders will have the option to accept or decline the extension.
- 1.7 If the above-mentioned extension is accepted, in writing, by all those who submitted responsive bids, Canada will immediately continue evaluating the bids and start the approval process.
- 1.8 If the above-mentioned extension is not accepted, in writing, by all those who submitted responsive bids, Canada will, at its sole discretion, continue to evaluate the responsive bids from bidders who accepted the extension and will seek the necessary approvals, cancel the bid solicitation, or cancel and reissue the solicitation.

2. Late Bids

- 2.1 It is the NRC's policy to return, unopened, bids delivered after the stipulated closing date and time, unless they qualify as a delayed bid as described below.

3. Delayed Bids

- 3.1 A bid delivered to the designated receiving point after the closing time and date, but before the awarding of the contract, may be considered, provided that the Bidder can prove that the lateness is due entirely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). The only pieces of evidence relating to a delay in the Canada Post Corporation (CPC) system that are acceptable to the NRC are:
 - a) a CPC cancellation date stamp;
 - b) a CPC Priority Courier bill of lading
 - c) a CPC Xpresspost label,
clearly indicating that the bid was mailed before the closing date.

For example: If the bid closing date was May 15, 2007, the CPC cancellation stamp should not have a date later than May 14, 2007, for the bid to be accepted.

- 3.2 Please ask the postal employee to date-stamp your envelope.
- 3.3 For bids transmitted by facsimile or commercial telegram, only the date and time recorded by NRC in the bid receiving number stated in the bid solicitation will be accepted as evidence of a delayed bid.
- 3.4 The NRC will not accept bids that are received late due to misrouting, traffic volume, weather disturbances or other reasons.

4. Postage Meters

4.1 Postage meter imprints, whether imprinted by the Supplier, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing. Note that CPC CPC does not normally apply a cancellation date stamp to metered mail; this is usually done only when postage stamps are used.

5. Responses Transmitted by Facsimile or Commercial Telegram

5.1 If you not certain that your bid will arrive on time at the exact address indicated for receiving bids, you can use a fax machine or commercial telegram, unless otherwise instructed in the bid solicitation.

Due to the volume of technical equipment required for some bids, certain bid solicitations may specify that bids transmitted by facsimile or commercial telegram are not accepted (e.g. science solicitations).

5.2 Unless otherwise instructed in the bid solicitation, the only valid facsimile number for responses to bid solicitations issued by NRC headquarters sectors is (613) 991-3297.

5.3 If the Bidder chooses to submit a bid by facsimile or commercial telegram, the NRC will not be responsible for any failure attributable to using those transmitting or receiving methods. Among other things, it will not be responsible for:

- a) a bid that is received garbled or incomplete;
- b) availability or condition of the receiving facsimile equipment;
- c) incompatibility between the sending and the receiving equipment;
- d) delay in transmission or receipt of the bid;
- e) the Bidder's failure to properly identify the bid;
- f) ineligibility of the bid;
- g) security of the data included in the bid.

5.4 Bids transmitted by facsimile or commercial telegram will constitute your formal offer and must contain the following information:

- a) the bid reference number;
- b) the closing date and time;
- c) enough information to enable evaluation, such as unit prices, country of currency in the event that the offer is made in a foreign currency, sales tax, customs duties, cash discount terms, technical data (where applicable) and any deviation from the bid solicitation document.

5.5 Unless otherwise specified in this bid solicitation, responses transmitted by facsimile or commercial telegram must be confirmed in writing within two (2) days after bid closing. All documents confirming a bid must be marked "CONFIRMATION".

5.6 The NRC is not responsible for protecting the transmission confidentiality of any documents sent by facsimile. Suppliers who are concerned about the confidentiality of their documents are advised to submit them in a sealed envelope.

6. **Customs Clearance**

6.1 It is the responsibility of the Bidder to allow sufficient time to obtain customs clearance, where required, before the bid closing date and time. Delays due to obtaining customs clearance cannot be considered "undue delay in the mail" and will not be accepted under the Late Bids Policy

For further information, please contact the contracting authority identified in the bid solicitation.