Signature

# REQUEST FOR PROPOSAL (RFP) - COVER SHEET Title: Infrastructure project signs for use in various locations in Quebec INFC-2023-24-PS4588 - AMENDMENT 001 **Solicitation Number:** Date of RFP: March 9th 2023 **Procurement Officer:** Alexander Caro Address for proposal delivery: Bids must be sent via email only to: E-mail: procurement-approvisionnement@infc.gc.ca April 17th 2023 @ 14:00 (2 PM) E.S.T. **Bid Solicitation Closure:** Infrastructure Canada (INFC) is requesting proposals to undertake the production and delivery of all Quebec project signs as detailed in this RFP. INFC will consider entering into a contract with the supplier that submits the most suitable proposal as determined by the evaluation factors set out in this RFP. One (1) contract will be awarded as a result of the evaluation of the responses to this RFP. The qualifying proposal that contains the lowest cost may be accepted. INFC reserves the right to accept any proposal as submitted without prior negotiations. This Request for Proposal consists of the following: This cover page Part 1 - GENERAL INFORMATION Part 2 - BIDDER INSTRUCTIONS Part 3 - BID PREPARATION INSTRUCTIONS Part 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION Part 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION Part 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS Part 7 - RESULTING CONTRACT CLAUSES Bidder's Name and Address: E-mail: Telephone number: Bidder's Signature: The Bidder's signature indicates acceptance of the terms and conditions governing this Request for Proposal and certifies the content of the attached bidder's proposal is accurate. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood each and all terms and conditions in this RFP contained in the documents or incorporated by reference.

Date

This amendment is raised to:

#### Delete:

French Title – Cover Page French RFP Version	Panneaux de chantier pour projets d'infrastructure au Québec
French Description – Cover Page French RFP Version	Infrastructure Canada (INFC) lance une demande de propositions (DP) pour obtenir des services de production et de livraison de panneaux de chantier au Québec, tel qu'il est détaillé dans la présente DP. INFC étudiera la possibilité de conclure un contrat avec le fournisseur présentant la proposition la plus acceptable selon les facteurs d'évaluation établis dans la présente DP. Un (1) contrat sera attribué à la suite de l'évaluation des réponses à la présente DP. La proposition admissible qui contient le coût le plus bas peut être acceptée. INFC se réserve le droit d'accepter toute proposition présentée sans négociation préalable.

## And replace with:

French Title – Cover Page French RFP Version	Panneaux de chantier pour les projets d'infrastructure pour divers emplacements au Québec
French Description – Cover Page French RFP Version	Infrastructure Canada (INFC) lance une demande de propositions (DP) pour obtenir des services de production et de livraison de panneaux de chantier pour projets d'infrastructure pour divers emplacements au Québec, tel qu'il est détaillé dans la présente DP. INFC étudiera la possibilité de conclure un contrat avec le fournisseur présentant la proposition la plus acceptable selon les facteurs d'évaluation établis dans la présente DP. Un (1) contrat sera attribué à la suite de l'évaluation des réponses à la présente DP. La proposition admissible qui contient le coût le plus bas peut être acceptée. INFC se réserve le droit d'accepter toute proposition présentée sans négociation préalable.

All other terms and conditions remain the same.

#### **TABLE OF CONTENTS**

## **Contents**

PART 1	I - GENERAL INFORMATION	5
1.1 1.2	Introduction	_
1.2	DEBRIEFINGS	_
	2 - BIDDER INSTRUCTIONS	
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.1	SUBMISSION OF BIDS	
2.3	FORMER PUBLIC SERVANT	
2.4	ENQUIRIES - BID SOLICITATION	8
2.5	APPLICABLE LAWS	
2.6	IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	
2.7	BID CHALLENGE AND RECOURSE MECHANISMS	9
PART 3	3 - BID PREPARATION INSTRUCTIONS	10
3.1	BID PREPARATION INSTRUCTIONS	
3.2	SECTION I: TECHNICAL BID	
3.3	SECTION II: FINANCIAL BID	
3.4	SECTION III: CERTIFICATIONS	
PART 4	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1	EVALUATION PROCEDURES	
4.2	BASIS OF SELECTION	13
PART 5	5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1	CERTIFICATIONS REQUIRED WITH THE BID	14
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	14
PART 6	3 - RESULTING CONTRACT CLAUSES	16
6.1	STATEMENT OF WORK	16
6.2	STANDARD CLAUSES AND CONDITIONS	16
6.3	SECURITY REQUIREMENTS	_
6.4	TERM OF CONTRACT	
6.5	AUTHORITIES	
6.6	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	
6.7	PAYMENT	
6.8 6.9	INVOICING INSTRUCTIONS	
6.10	APPLICABLE LAWSAPPLICABLE LAWS	
6.11	PRIORITY OF DOCUMENTS	
6.12	INSURANCE	

6.13	3 INSPECTION AND ACCEPTANCE	19
6.14	SACC Manual Clauses	19
ANNE	X "A"	21
STA	ATEMENT OF WORK	21
1.	TITLE	21
2.	Objective	
3.	Background	21
4.	DESCRIPTION OF WORK	21
5.	Scope of work	
6.	RESTRICTIONS	
7.	Travel	24
8.	SECURITY REQUIREMENTS	24
9.	MEETINGS	
10.	OFFICIAL LANGUAGES:	25
APP	PENDIX 1 TO ANNEX A STATEMENT OF WORK	25
ANNE	X "B"	27
BAS	SIS OF PAYMENT	27
ANNE	X "C"	28
<b>Ε</b> \/Λ	ALLIATION CRID	29

#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The bid solicitation is divided six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Evaluation Grid

#### 1.2 Summary

Infrastructure Canada (INFC) is seeking a Contractor who can undertake the production and delivery of various project sign in the province of Quebec. This request is to address the anticipated need of a large number of signs for infrastructure projects in the province of Quebec to be produced and delivered during a fiscal year. These signs are intended to provide the public with key information about ongoing projects.

The period of the Contract is from date of Contract to March 31, 2024 inclusive, with irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions.

The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada/US, the Canada/Mexico.

The requirement is limited to Canadian goods and/or services.

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- James Bay and Northern Quebec Agreement
- Nunavik Inuit Land Claim Agreement
- Eeyou Marine Region Land Claim
- Labrador Inuit Land Claim.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.

Sollicitation No. - N° de l'invitation : : INFC-2023-24-PS4588

Client Réf.. No. - N° de réf. du client : Infrastructure Canada File No. - N° du dossier PS-4588

#### 1.3 Debriefings

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

#### **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.2 Submission of Bids

Unless specified otherwise in the RFP, bids must be received by Infrastructure Canada at the location identified, by the date, time and place indicated on page 1 of this solicitation. Bidders should ensure that the bid includes the company name, return address and bid solicitation number, and that the solicitation closing date and time are clearly visible on the bid.

Canada will not be responsible for any electronic bid received at destination after the closing date and time, even if it was submitted before

#### 2.3 Former Public Servant

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 Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive/

#### **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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant

to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 FPSs 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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> and the Guidelines on the Proactive Disclosure of Contracts.

#### **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.

#### 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

#### 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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 acknowledges that the applicable laws specified are acceptable to the Bidders.

Client Réf.. No. - N° de réf. du client : Infrastructure Canada

#### 2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least (14) fourteen days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### 2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

Canada requests that the Bidder submit its bid in separately bound sections as follows:

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Section IV: Signed RFP Cover Page (1 soft copy in PDF format)

Canada requests that the Bidder submits its bid in accordance with article 2.2 of this RFP. The Bidder must provide its bid in a single transmission. Canada's email servers have the capacity to receive emails up to 20MB in size with multiple documents, up to 4MB per individual attachment.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

- **3.1.1 Format for Bid.** Canada requests that bidders follow the format instructions described below in the preparation of their bid:
  - a. use a numbering system that corresponds to the bid solicitation;
  - b. include a title page at the front of each volume of the bid that includes the title, date, bid solicitation number, bidder's name and address and contact information of its representative;
  - c. include a table of contents; and
  - d. soft copies will be accepted in any of the following electronic formats:
    - Portable Document Format .pdf,
    - Microsoft Word 97/2000 (.doc),
    - Microsoft Excel 97/2000 (.xls).
- **3.1.2** Canada's Policy on Green Procurement. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders must submit electronic copies.

#### 3.1.3 Submission of Only One Bid

- A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with two (2) working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- 2. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
  - i. they are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
  - ii. they are "related persons" or "affiliated persons" according to the *Canada Income Tax Act*:

File No. - N° du dossier PS-4588

iii. the entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or

iv. the entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.

#### 3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability "describe their approach")in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada 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 paragraph and page number where the subject topic has already been addressed.

#### 3.3 Section II: Financial Bid

- 3.3.1 **Pricing.** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- 3.3.2 **All Costs to be Included.** The financial bid must include all costs for the requirement described in the bid solicitation for the entire Contract Period, including any option periods. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the bid solicitation and the associated costs of these items is the sole responsibility of the Bidder.
- 3.3.3 **Electronic Payment of Invoices Bid.** The Bidder accepts to be paid by Direct Deposit

#### 3.4 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

Bids will be evaluated in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids on behalf of Canada

In addition to any other time periods established in the bid solicitation:

- a. **Requests for Clarification.** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- b. **Requests for Further Information**. If Canada requires additional information in order to do any of the following pursuant to the Section entitled "Conduct of Evaluation" in 2003, Standard Instructions Goods or Services Competitive Requirements:
  - i. verify any or all information provided by the Bidder in its bid; or
  - ii. contact any or all references supplied by the Bidder (e.g., references named in the résumés of individual resources) to verify and validate any information submitted by the Bidder,

The Bidder must provide the information requested by Canada within two (2) working days of a request by the Contracting Authority.

c. **Extension of Time.** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

Bidders MUST meet the mandatory criteria of the RFP. No further consideration will be given to Bidders not meeting the mandatory criteria.

The following definitions apply for the purposes of the Mandatory Criterion M.1.

Definitions for the purposes of the mandatory technical criteria.

**External client(s):** means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.

**Internal client(s):** means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.

#### M.1 CORPORATE EXPERIENCE AND CAPABILITY – COROPLAST SIGNAGE

The Bidder must demonstrate that it has been contractually bound to provide printing and production to final format for signage produced on corrugated plastic (example: Coroplast) intended for outdoor use measuring at least 7 ft. x 3 ft. (finished size) and delivered to the address specified by the client. The Contract or Contracts must have been started or completed on or after July 1, 2018.

File No. - N° du dossier PS-4588

The Bidder can demonstrate this experience in one (1) or multiple contracts.

For each of contract submitted, the Bidder must provide:

- a. The client's information (example: client's organization);
- b. The Contract identified for M.1 must have been started or completed after July 1, 2018.
- c. The Bidder must provide the start date or the completion date of the contract identified for M.1 to demonstrate that the contracts were **started or completed after July 1, 2018**;
- d. A description of the signage produced by the Bidder detailing the printing requirements and the corrugated plastic material used;
- e. A description of the requirements for delivery.

#### M.2 CORPORATE CAPABILITY – LANGUAGE PROFICIENCY

The Bidder must demonstrate how it will fulfill the required services in the language of majority for the province of Quebec

To demonstrate how the Bidder will fulfill the required services in the language of majority for the province of Quebec, the Bidder must provide details to demonstrate how it will ensure each of the following services will be provided in French as specified in the Annex "A" Statement of Work.

- a. Receiving and confirming directions and instructions related to orders;
- b. Verbal communication with recipients at the Partner Organization destination addresses.

# PROPOSALS NOT MEETING ALL OF THE MANDATORY REQUIREMENTS WILL BE CONSIDERED NON RESPONSIVE AND GIVEN NO FURTHER CONSIDERATION.

#### 4.1.2 Financial Evaluation

#### 4.1.2.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Financial Evaluation will be based on the total evaluated price of the financial proposal using the Excel spreadsheet.

To determine the total evaluated price, the all-inclusive prices and rates submitted in the Annex "B": Basis of Payment will be added together to obtain the total evaluated price.

#### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

#### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid 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" list available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada (ESDC) - Labour's</a> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

#### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Canadian Content Certification

**5.2.3.1.1** SACC Manual clause A3050T (2014-11-27) Canadian Content Definition.

This procurement is limited to Canadian services.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

#### **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

#### 6.1 Statement of Work

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

#### 6.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.2.1 General Conditions

2030 (2022-12-01), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

#### 6.3 Security Requirements

**6.3.1** There is no security requirement applicable to the Contract.

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

#### **6.4.2** Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) 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 seven (7) 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.

#### 6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- James Bay and Northern Quebec Agreement
- Nunavik Inuit Land Claim Agreement
- Eeyou Marine Region Land Claim
- Labrador Inuit Land Claim.

File No. - N° du dossier PS-4588

#### 6.5 Authorities

### 6.5.1 Contracting Authority

Telephone: \_\_\_-\_\_ Facsimile: \_\_-\_-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.

#### 6.5.3 Contractor's Representative

General Enquiries (Project Manager)	Replacement for Project Manager	
Name:	Name:	
Telephone:	Telephone:	
Fax:	Fax:	
E-mail	E-mail	

#### 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 6.7 Payment

#### 6.7.1 Basis of Payment

The Contractor will be paid in accordance with Annex "B" for Work performed pursuant to the Contract.

#### 6.7.2 Limitation Expenditure

The Contractor will be rei	nbursed for the costs reasonably and properly incurred in the performance of
the Work, as determined	n accordance with the Basis of Payment in Annex B, to a limitation of
expenditure of \$	. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### 6.7.3 Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments SACC Manual clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

#### 6.7.4 Electronic Payment of Invoices

The Contractor accepts to be paid by Direct Deposit.

#### 6.8 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Claims cannot be submitted until all work identified in the claim is completed.

Invoicing will be by electronic means (email). Invoices must be distributed as follows:

- a. The original copy must be forwarded / emailed to the INFC Project Authority identified under the section entitled "Authorities" of the Contract for certification and payment.
- b. One (1) copy must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 6.9 Certifications and additional information

#### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if 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.

#### 6.9.1.1 SACC Manual Clauses

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification.

#### 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

#### 6.11 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) the general conditions 2030 (2018-06-21), Higher Complexity Goods;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

#### 6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

#### 6.13 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 6.14 SACC Manual Clauses

SACC Reference	Section	Date
P1005C	Packaging and Packing of Printed Products	2010-01-11

Sollicitation No. - N° de l'invitation : : INFC-2023-24-PS4588

Client Réf.. No. - N° de réf. du client : Infrastructure Canada File No. - N° du dossier PS-4588

P1009C	Author's Alterations	2007-11-30
P1010C	Quality Levels for Printing	2010-01-11
P1011C	Quality Levels for Colour Reproduction	2010-01-11

#### **ANNEX "A"**

#### STATEMENT OF WORK

#### 1. Title

Infrastructure project signs for use in various locations in Quebec

#### 2. Objective

Production, printing and delivery of signs, according to the specifications provided, outlining, in both official languages, the infrastructure projects and the federal investment in order to give them optimal visibility to the population.

#### 3. Background

Infrastructure Canada (INFC) seeking a Contractor who can undertake the production and delivery of all Quebec project signs. This request is to address the anticipated need of a large number of signs for infrastructure projects in the province of Quebec to be produced and delivered during a fiscal year. These signs are intended to provide the public with key information about ongoing projects.

INFC requires the production to final format and delivery of printed signage in the Quebec Province. The Contractor must prepare the sign mock-ups according to the specifications *provided by OIC* and graphic elements provided by Infrastructure Canada, produce a high quality sign, supply all required materials for sign installation (posts & installation kit) and deliver the sign and installation materials to municipalities throughout Quebec.

The program is managed by our partner organizations and requests will be received "if and when" requested basis. The anticipated yearly quantity will vary depending on the partner organization requirements however historically the partner organizations through INFC have ordered a minimum of 50 project signs per year and historically the highest volume of Work requests occurs between May and October.

#### 4. Description of work

Infrastructure Canada (INFC) requires the printing to final format and delivery of Infrastructure project signs on an "if and when" requested basis.

In providing this service, the Contractor must, at a minimum:

- Supply all materials;
- Print and produce all project signs to final format as specified;
- Supply all required materials for signage installation (posts & installation kit); and
- Package and ship all project signs and installation materials as specified in the Work Request.

#### 5. Scope of work

The INFC Project Authority will send an email request to the Contractor providing information on the required print requirement, the installation materials required, the delivery address(es) and the required delivery date.

The Contractor must acknowledge receipt of this email within one (1) to two (2) business days and provide costing details in accordance with the Annex "B" Basis of Payment and the Pricing schedule. The estimated shipping costs to the final destination address(es) must also be included in this Work Request price confirmation.

On receipt of a new Work Request for signage, the Contractor must prepare a mock-up for approval by Infrastructure Canada. A mock-up of the sign must be produced and sent by email to INFC Project Authority within a maximum of two (2) business days from receipt of the Work Request from the INFC. Each mock-up must be produced in accordance with the infrastructure projects sign design guidelines. (http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html).

The Contractor must retrieve the graphic elements using a web link (http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html).

INFC will send a tracking file that details the elements (text, logo, background image, icon, etc.) to be included in the mock-up for each request.

Upon approval of mock-up by INFC, the INFC Project Authority will provide the Contractor authorization to proceed with the printing of the sign by e-mail. The Contractor must complete the printing and production to final format within three (3) business days of receiving the written authorization from the INFC Project Authority.

The Contractor must source installation materials as per the requirements of each request and arrange for delivery of the signage to the destination address in the Quebec region provided in the tracking file. The Contractor must complete the delivery within four (4) business days after completion of the production of the final sign.

The Contractor must send its invoice for each request following the delivery of the sign indicating the title of the project and the municipality's name.

#### 6. Restrictions

The Contractor must provide the required printing and finishing to final format of 10 mm, white Coroplast (or equivalent) Infrastructure Signs, as well as the supply of 14' U-channel posts and installation Kits, on an "if and when" requested basis.

#### 6.1 Material Supplied

At the initiation of each Work Request, the INFC Project Authority will supply the Contractor with the requested design and the content to be included in the mock-up.

#### 6.2 Quality

Informational for printing in accordance with the Public Works and Government Services Canada publications "Quality Levels for Printing", and "Quality Levels for Colour Reproduction" latest issues.

#### 6.3 Quantities

As stated in each Work request. Signage is ordered on an "if and when" required basis based on requests from INFC partners organizations.

The minimum order for each Work request is one (1) sign.

Each Work request will be shipped to one (1) location at a time.

#### 6.3.1 Over run / Under run

No overrun and no underrun will be accepted.

#### 6.4 Specifications

The infrastructure project signage must be printed on a single 4'x 8' sheet of white, 10mm Coroplast (or equivalent) as follows:

- All signage prints on one (1) side of the sign only
- All signage prints full colour (four colour process), no bleeds.
- All signage requires a UV coating on the printed side
- All signage includes colour images/design and text elements
- All printed signage must be able to withstand outdoor/exterior weather conditions, including rain, sun exposure, and exposure to the wind for a period of not less than one (1) year;
- All signage must be provided with clean edges (no chips or cracks) and must be level on all sides
- All signage must be delivered wrapped and supported in such a way as to avoid damage, bending, and/or cracking
- Any installation material supplied must be packaged in such a way as to ensure that all pieces are securely enclosed in the package and will not be lost in transit.

Specifications for each Work Request will be provided to the Contractor by an INFC Project Authority at the time of the Work Request:

#### **Description: Item 1: Infrastructure Project Signage**

Size:	4' X 8' sheet
Prints:	as per each Work Request: Image: Colour on one (1) side as specified in each work request Text: Black or colour on one (1) side as specified in each Work Request
	No Bleeds
Material:	10mm Coroplast with UV coating

# Description: Item 2: U-channel post and Installation Kit – if required as a part of any Work Request

U-channel post	
Length:	14' with 1 3/16" channel
Pre-drilled holes	3/16" on 1" centers
Material	Galvanized steel (or equivalent)
Installation Kit	
Size:	Two (2) - 3/16" X 2 1/2" galvanized steel round head carriage bolts
	Two (2) – 3/16" galvanized steel hexagonal nuts
	Two (2) – 3/16" galvanized steel flat washers

#### 6.5 Packaging Specifications

The Contractor must indicate "Infrastructure Canada sign" followed by the project title and the delivery information (contact, address, etc.).

The Contractor must use standard packaging appropriate for the size of the signage being shipped.

Each Sign must be packaged separately and packaging must ensure the signage is not damaged during transport to destination.

#### 6.6 Delivery / Pick-up Instructions and Delivery Schedule

The Contractor must deliver the required signage to any or all of the following seventeen (17) administrative regions within the province of Quebec throughout the period of the Contract:

File No. - N° du dossier PS-4588

- Abitibi-Témiscamingue;
- Bas-Saint-Laurent;
- Capitale-Nationale;
- Centre-du-Québec;
- Chaudière-Appalaches;
- Côte-Nord;
- Estrie:
- Gaspésie–Îles-de-la-Madeleine;
- Lanaudière:
- Laurentides;
- Laval;
- Mauricie;
- Montérégie;
- Montréal;
- Nord-du-Québec;
- Outaouais;
- Saguenay–Lac-Saint-Jean.

The INFC Project Authority will provide the Contractor with the address for delivery of the required printed signage at the initiation of each Work Request.

#### 6.7 Quality Assurance

Quality Assurance by Contractor: The Contractor must perform all necessary quality assurance procedures to ensure the product meets the specified quality levels and specifications of this Annex "A" Statement of Work.

INFC reserves the right to return all goods received in whole or in part at the Contractor's expense immediately if deliverables do not conform to specifications of the Work Request and the Statement of Work. The Contractor must reprint if the product does not meet the specified quality levels and specifications. CSPS is not required to return items that do not confirm to the specifications.

#### 6.8 Components

All original material supplied (artwork, electronic media) or created during production (for any printing requirement is deemed to be property of Canada and must be returned at no cost after completion of the Contract. The Contractor is responsible for the delivery of components to the designated location which may differ from the delivery address or destination(s).

#### 7. Travel

The supplier does not have to travel to provide the requested services. However, the supplier is responsible for coordinating the delivery of the signs to the locations.

#### 8. Security requirements

No security requirements. The declaration to this effect has been duly completed.

#### 9. Meetings

No meetings will be necessary. Exchanges are done by email and phone calls.

#### 10. Official languages:

Signs must be produced in both official languages according to the texts provided by the project manager. Communication with the project manager and clients in Quebec is in French.

# APPENDIX 1 TO ANNEX A STATEMENT OF WORK VISUAL REFERENCES OF INFRASTRUCTURE SIGNAGE MOCK-UP



Ce projet est financé en partie par : This project is funded in part by:





Ce projet est financé en partie par : This project is funded in part by:





Ce projet est financé en partie par : This project is funded in part by:



#### **ANNEX "B"**

#### **BASIS OF PAYMENT**

BIDDERS MUST ENTER THEIR PRICES ON THE MS EXCEL SPREADSHEET PUBLISHED ON THE GOVERNMENT ELECTRONIC TENDERING SERVICE (https://buyandsell.gc.ca/) AND RETURN IT IN EXCEL FORMAT ON USB ALONG WITH A PRINT OUT OF THE COMPLETED ANNEX "B" BASIS OF PAYMENT WITH THEIR SUBMISSION.

Annex "B" Basis of Payment can be downloaded from the <u>Canadabuys</u> website directly by searching de solicitation number INFC-2023-24-PS4588 or by the title "Infrastructure project signs for use in various locations in Quebec"

Bidders must provide pricing in the format specified, for each component identified in this ANNEX "B" Basis of Payment. Failure to price one of the components in the format specified will render the proposal non-responsive.

If pricing is not provided for a component, a price of zero will be assigned for the component and the Bidder will be provided an opportunity to agree with the zero amount. If the Bidder agrees, then the Basis of Payment will be considered compliant. However, if the Bidder disagrees then the bid will be found non-compliant and no further evaluation will be done.

If there is a discrepancy between the wording of the electronic copy and the paper copy, the wording of the paper copy will have priority over the wording of the electronic copy.

#### TRAVEL AND LIVING EXPENSES

The Crown will **not** accept any travel and living expenses incurred by any Contractor to satisfy the terms of any resulting contract.

#### B.1 PRICING SCHEDULE AND FINANCIAL EVALUATION

B.1.a.1. The Bidder must submit firm, all-inclusive prices, including all services, operations and materials to produce, package and deliver the final products including but not limited to the cost for all pre-press work on files provided by Infrastructure Canada, production to final format, and preparation for shipping/delivery and final delivery to the administrative regions as specified in the Annex A Statement of Work.

All prices must be FOB destination. All prices must include shipping charges / freight. All prices must be in Canadian funds, duty excise taxes included and all applicable taxes extra.

\*FOB destination indicates that the title to the shipment will pass from the Bidder to the recipient at the destination address. The Bidder is responsible for each shipment until it arrives at the final destination address. The order will not be completed until the shipment arrives at the destination address.

Client Réf.. No. - N° de réf. du client : Infrastructure Canada

File No. - N° du dossier PS-4588

#### ANNEX "C"

#### **EVALUATION GRID**

REQUEST FOR PROPOSAL: INFC-2023-24-PS4588

TITLE:	Infrastructure project signs for use in various locations in Quebec
BIDDEB	

EVALUATION SUMMARY			
MANDATORY REQUIREMENTS MET			NOT MET
M.1	CORPORATE EXPERIENCE AND CAPABILITY – COROPLAST SIGNAGE		
The Bidder must demonstrate that it has been contractually bound to provide printing and production to final format for signage produced on corrugated plastic (example: Coroplast) intended for outdoor use measuring at least 7 ft. x 3 ft. (finished size) and delivered to the address specified by the client. The Contract or Contracts must have been started or completed on or after July 1, 2018.			
M.2	CORPORATE CAPABILITY – LANGUAGE PROFICIENCY		
	Bidder must demonstrate how it will fulfill the required ces in the language of majority for the province of Quebec		

#### **MANDATORY CRITERIA**

Bidders MUST meet the mandatory criteria of the RFP. No further consideration will be given to Bidders not meeting the mandatory criteria.

The following definitions apply for the purposes of the Mandatory Criterion M.1 and M.2

#### **Mandatory Technical Criteria**

#### Definitions for the purposes of the mandatory technical criteria

**External client(s):** means clients exterior to the Bidder's own legal entity (or joint venture partnership) and excludes the parent, subsidiaries or other affiliates of the Bidder.

**Internal client(s):** means clients within the Bidder's own legal entity (or joint venture partnership) and includes the parent, subsidiaries and other affiliates of the Bidder.