



Canadian International
Trade Tribunal

Tribunal canadien du
commerce extérieur

CANADIAN
INTERNATIONAL
TRADE TRIBUNAL

Procurement

DETERMINATION AND REASONS

File No. PR-2018-002

Gallason Industrial Cleaning
Services Inc.

v.

Department of Public Works and
Government Services

*Determination and reasons issued
Wednesday, August 15, 2018*

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IN THE MATTER OF a complaint filed by Gallason Industrial Cleaning Services Inc. pursuant to subsection 30.11(1) of the *Canadian International Trade Tribunal Act*, R.S.C., 1985, c. 47 (4th Supp.);

AND FURTHER TO a decision to conduct an inquiry into the complaint pursuant to subsection 30.13(1) of the *Canadian International Trade Tribunal Act*.

BETWEEN

GALLASON INDUSTRIAL CLEANING SERVICES INC.

Complainant

AND

THE DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES

Government Institution

DETERMINATION

Pursuant to subsection 30.14(2) of the *Canadian International Trade Tribunal Act*, the Canadian International Trade Tribunal determines that the complaint is not valid.

Pursuant to section 30.16 of the *Canadian International Trade Tribunal Act*, the Canadian International Trade Tribunal awards the Department of Public Works and Government Services its reasonable costs incurred in responding to the complaint, which costs are to be paid by Gallason Industrial Cleaning Services Inc. In accordance with the *Procurement Costs Guideline*, the Canadian International Trade Tribunal's preliminary indication of the level of complexity for this complaint case is Level 1, and its preliminary indication of the amount of the cost award is \$1,150. If any party disagrees with the preliminary indication of the level of complexity or the preliminary indication of the amount of the cost award, it may make submissions to the Canadian International Trade Tribunal, as contemplated in Article 4.2 of the *Guideline for Fixing Costs in Procurement Complaint Proceedings*. The Canadian International Trade Tribunal reserves jurisdiction to establish the final amount of the cost award.

Ann Penner

Ann Penner

Presiding Member

Tribunal Panel: Ann Penner, Presiding Member

Support Staff: Laura Little, Counsel

Complainant: Gallason Industrial Cleaning Services Inc.

Government Institution: Department of Public Works and Government Services

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STATEMENT OF REASONS

1. On April 18, 2018, Gallason Industrial Cleaning Services Inc. (Gallason) filed a complaint with the Canadian International Trade Tribunal (the Tribunal) under subsection 30.11(1) of the *Canadian International Trade Tribunal Act*¹ concerning a Request for Proposals (RFP) (Solicitation No. W684E-18ES13/A) by the Department of Public Works and Government Services (PWGSC) on behalf of the Department of National Defence (DND) for the provision (rental) and maintenance of portable latrines at the DND Canadian Forces base in Edmonton.²

2. The Tribunal decided to accept the complaint for inquiry on April 20, 2018, pursuant to subsection 30.13(1) of the *CITT Act* and in accordance with the conditions set out in subsection 7(1) of the *Canadian International Trade Tribunal Procurement Inquiry Regulations*.³

3. The Tribunal conducted an inquiry into the validity of the complaint as required by sections 30.13 to 30.15 of the *CITT Act*. For the reasons that follow, the Tribunal finds that the complaint is not valid.

SUMMARY OF THE COMPLAINT

4. Gallason alleged that the RFP contained unclear directions regarding the completion of financial bids and used a different form for indicating prices than prior solicitations for the same requirement. Gallason further alleged that PWGSC unfairly ignored clarifications that it provided (after bid closing) with respect to the unit prices in its financial bid, which would have resulted in Gallason having the lowest evaluated bid price. Since PWGSC had asked Gallason for clarification regarding its unit prices during the financial evaluation, Gallason maintained that PWGSC should have accepted the information provided in response, as there was no change in the actual unit pricing, only the form in which it was presented. Consequently, Gallason alleged that PWGSC erred in awarding the resulting contract to another bidder with a higher price.

5. As a remedy, Gallason requested that the bids be re-evaluated.

PROCEDURAL & FACTUAL BACKGROUND

6. The RFP was issued by PWGSC on December 29, 2017, with a bid closing date of February 2, 2018.⁴ The bid closing date was later extended to February 16, 2018.⁵

7. The RFP provided that the responsive bid with the lowest evaluated price would be recommended for an award of contract.⁶ Bidders were required to submit their financial bid in accordance with the Basis of Payment schedule in Annex B.⁷ The schedule prescribed a mandatory format with which bidders were to submit prices for each line item. Prices were to be provided “per unit”, “per week”, “per month” or “per call

1. R.S.C., 1985, c. 47 (4th Supp.) [*CITT Act*].

2. Gallason filed a deficient complaint on April 16, 2018. It filed additional information on April 17 and 18, 2018, at which point its complaint was found to be compliant with subsection 30.11(2) of the *CITT Act*. Subsection 30.11(2) requires that a complaint include, among other things, all information and documents relevant to the complaint that are in the complainant’s possession.

3. S.O.R./93-602 [*Regulations*].

4. Public GIR, tab 5.

5. *Ibid.*, tab 7.

6. Section 4.2 of the RFP. The relevant RFP provisions are reproduced in the Appendix to this statement of reasons.

7. Section 3.1.1 of the RFP. See Appendix.

out”, as specified for each line item. Those prices were then to be used to calculate the extended price for each line item, in accordance with a prescribed formula.

8. PWGSC received three bids in response to the RFP, including one from Gallason, who was the incumbent supplier. PWGSC considered all three bids to be technically compliant.

9. During the financial evaluation of Gallason’s bid, the contracting authority noticed arithmetic errors and unit prices that appeared to be very high. On February 19, 2018, the contracting authority asked Gallason to clarify the numbers in its bid, and specifically to address the apparent discrepancies between its unit prices and extended prices.

10. On February 20, 2018, Gallason responded to the contracting authority, stating that “we did the totals based on totals per year as we have in the past”, i.e. when it previously bid on a similar solicitation. Gallason also provided revised unit prices that corresponded to the extended prices submitted in its bid.

11. After internal consultations with the Procurement Team Leader at PWGSC, the contracting authority decided that Gallason’s revised pricing information could not be taken into consideration because doing so would amount to bid repair. As a result, on March 6, 2018, the contracting authority wrote to Gallason to advise that the unit prices submitted with its bid would be used to calculate its total evaluated bid price in accordance with the RFP.

12. On April 13, 2018, PWGSC informed Gallason that a contract had been awarded to Super Save Toilet Rentals (Super Save). It also indicated that Gallason’s bid did not constitute the lowest evaluated bid price.

13. On April 16, 2018, Gallason objected to the resulting award of contract. In its response, the contracting authority maintained its position with respect to the financial evaluation of Gallason’s bid.⁸

14. On April 18, 2018, Gallason filed its complaint with the Tribunal.

15. On April 23, 2018, the Tribunal informed the parties that it had accepted the complaint for inquiry as it met the conditions set out in subsection 7(1) of the *Regulations*.

16. On May 2, 2018, the Tribunal received a letter dated April 26, 2018, from counsel for Super Save seeking leave to intervene in these proceedings. On May 3, 2018, Tribunal granted intervener status to Super Save and revised the schedule for submissions by the parties. As a result of the intervener’s participation and additional filing deadlines, the Tribunal extended the deadline for the issuance of its determination on the validity of the complaint to 135 days, pursuant to section 12 of the *Regulations*.

17. PWGSC filed its Government Institution Report (GIR) on May 18, 2018, and Super Save filed its intervener’s submission on June 4, 2018. Gallason filed its reply on June 8, 2018.

18. The Tribunal did not consider an oral hearing necessary and therefore made its decision based on the written record.

8. The complaint included an e-mail that appears to be from the contracting authority to Mr. D. Holder of Gallason dated April 16, 2018. Although this correspondence was not mentioned in the GIR, the Tribunal accepts it as filed with the complaint given that PWGSC did not dispute its authenticity.

ANALYSIS

19. Subsection 30.14(1) of the *CITT Act* requires that, in conducting an inquiry, the Tribunal limit its considerations to the subject matter of the complaint. At the conclusion of the inquiry, the Tribunal must determine whether the complaint is valid on the basis of whether the procedures and other requirements prescribed in respect of the designated contract have been observed.

20. Section 11 of the *Regulations* specifies that the Tribunal must determine whether the procurement was conducted in accordance with the requirements set out in the applicable trade agreements, which include the *Canadian Free Trade Agreement*⁹ and the *North American Free Trade Agreement*.¹⁰

21. To that end, the Tribunal must consider two issues arising from Gallason's complaint:

- Whether instructions in the RFP were unclear; and
- Whether PWGSC acted unreasonably in the evaluation of Gallason's bid, and particularly by deciding not to accept the additional information that it requested from Gallason after bid closing.

Were Instructions in the RFP Unclear?

22. Gallason alleged that the wording of the instructions for completing the Basis of Payment schedule in Annex B of the RFP was confusing because it did not clearly indicate how unit prices had to be provided for each line item.¹¹ For example, for line item 1A, Gallason submitted that it was unclear whether the pricing was to be provided on a yearly or monthly basis. It also submitted that the pricing schedule format was completely different from prior solicitations for the same requirement.

23. The provisions of subsections 6(1) and (2) of the *Regulations* indicate that a complainant has 10 working days from the date on which it first becomes aware, or reasonably should have become aware, of its ground of complaint to either object to the government institution or file a complaint with the Tribunal.¹² In particular, subsections 6(1) and (2) of the *Regulations* provide as follows:

6(1) Subject to subsections (2) and (3), a potential supplier who files a complaint with the Tribunal in accordance with section 30.11 of the Act shall do so not later than 10 working days after the day on which the basis of the complaint became known or reasonably should have become known to the potential supplier.

(2) A potential supplier who has made an objection regarding a procurement relating to a designated contract to the relevant government institution, and is denied relief by that government institution, may file a complaint with the Tribunal within 10 working days after the day on which the potential supplier has actual or constructive knowledge of the denial of relief, if the objection was made within

9. *Canadian Free Trade Agreement*, online: Internal Trade Secretariat <<https://www.cfta-alec.ca/wp-content/uploads/2017/06/CFTA-Consolidated-Text-Final-Print-Text-English.pdf>> (entered into force 1 July 2017) [CFTA].

10. *North American Free Trade Agreement between the Government of Canada, the Government of the United Mexican States and the Government of the United States of America*, 17 December 1992, 1994 Can. T.S. No. 2, online: Global Affairs Canada <<http://international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/nafta-alena/fta-ale/index.aspx?lang=eng>> (entered into force 1 January 1994).

11. According to the requirements stated in Annex B, bidders had to submit prices for all line items set out in the Basis of Payment template in order for their bids to be considered responsive. The relevant provisions of the RFP are reproduced in the Appendix to this statement of reasons.

12. *Storeimage v. Canadian Museum of Nature* (18 January 2013), PR-2012-015 (CITT) at paras. 20-22.

10 working days after the day on which its basis became known or reasonably should have become known to the potential supplier.

24. The Tribunal has repeatedly stated that bidders bear the onus to “keep a constant vigil and to react as soon as they become aware or reasonably should have become aware of a flaw in the process.”¹³ It is up to the bidder to make sure to consider any issues in a solicitation and to file any complaint in a timely manner.

25. Accordingly, Gallason had a duty to exercise due diligence in the preparation of its bid. Any concerns it may have had with respect to the instructions for the completion of the Basis of Payment schedule in Annex B of the RFP should have been raised with PWGSC and/or the Tribunal when it first became aware of this particular issue (i.e. before its proposal was submitted), as opposed to waiting until after the contract was awarded to another bidder.

26. The record shows that when the RFP was issued, Gallason was already alert to the wording of the financial bid instructions in the RFP, which had been revised from a prior solicitation for the same requirement that was subsequently cancelled.¹⁴ On June 2, 2017, before the present RFP was issued, PWGSC had published a Request for Standing Offer (RFSO) (Solicitation No. W0127-17ES13/A) for the requirement. Two bids were received, including one from Gallason. When a standing offer was awarded to the other bidder, Gallason objected to PWGSC on the basis that there appeared to be an error in the winning bid price. Upon review, PWGSC verified that the winning supplier had erroneously offered a weekly price for the monthly portable latrine rental price, as opposed to the requested monthly price. PWGSC determined that the error resulted from a lack of clarity in the financial bid criteria provided in the RFSO. As a result, it notified Gallason that the standing offer was being set aside and that the requirement would be retendered, with revised instructions to clarify the financial bid instructions.¹⁵ The present RFP is that retender.

27. Accordingly, any concerns that Gallason may have had with the wording of the instructions for completion of the pricing schedule in Annex B of the RFP, which it noted were different from prior solicitations, should have been raised when it obtained a copy of the RFP or, at the latest, prior to submitting its bid on February 16, 2018. Thus, the deadline for Gallason to have made such an objection to PWGSC or to file a complaint with the Tribunal would have been, at the latest, March 2, 2018 (i.e. 10 working days from February 16, 2018.).

28. In light of the above, the Tribunal concludes that Gallason’s complaint regarding a lack of clarity in the bidder instructions in Annex B was filed beyond the time limits set out in the *Regulations* and, therefore, cannot be further considered by the Tribunal.

29. As a result, the Tribunal’s analysis of whether the complaint is valid will be limited to the question of whether PWGSC conducted a reasonable evaluation of Gallason’s financial bid.

13. *IBM Canada Ltd. v. Hewlett Packard (Canada) Ltd.*, 2002 FCA 284 (CanLII) at para. 20.

14. Public GIR at paras. 12-25.

15. *Ibid.* at para. 16 and Confidential Exhibit 4.

Did PWGSC Act Reasonably When Evaluating Gallason's Bid?

30. The applicable trade agreements provide that a bid must, at the time of opening, comply with the essential requirements set out in the tender documentation to be considered for an award.¹⁶ In addition, a procuring entity must award contracts in accordance with the criteria and essential requirements specified in the tender documentation.¹⁷

31. In assessing whether the complaint amounts to a breach of these provisions, the Tribunal is guided by certain key principles. It typically accords a large measure of deference to evaluators in their evaluations of bids. In general, the Tribunal will only interfere with an evaluation that is unreasonable¹⁸ and will substitute its judgment for that of the evaluators *only* when:¹⁹

- they have not applied themselves in evaluating a bidder's proposal,
- have ignored vital information provided in a bid,
- have wrongly interpreted the scope of a requirement,
- have based their evaluation on undisclosed criteria, or
- have otherwise not conducted the evaluation in a procedurally fair way.

32. Bidders bear the onus of demonstrating that bids meet the mandatory criteria of a solicitation.²⁰ In other words, the Tribunal has been clear that bidders bear the responsibility of preparing their bids diligently in accordance with the instructions in the solicitation and taking care to ensure that the information provided clearly demonstrates compliance.

33. In the present case, Gallason's financial bid contained significant errors, as its unit prices did not correspond to the extended prices, as required by the RFP. When PWGSC requested clarification from Gallason regarding this apparent discrepancy, Gallason submitted revised unit pricing that corresponded to the extended prices for each line item.

16. For example, Article 515(4) of the *CFTA* ("To be considered for an award, a tender shall be submitted in writing and shall, at the time of opening, comply with the essential requirements set out in the tender notices and tender documentation . . .").

17. For example, Article 515(5) of the *CFTA* ("Unless a procuring entity determines that it is not in the public interest to award the contract, the procuring entity shall award the contract to the supplier that the procuring entity has determined to be capable of fulfilling the terms of the contract and that, based solely on the evaluation criteria specified in the tender notices and tender documentation, has submitted: (a) the most advantageous tender; or (b) if price is the sole criterion, the lowest price.").

18. As stated by the Tribunal in *Joint Venture of BMT Fleet Technology Ltd. and NOTRA Inc. v. Department of Public Works and Government Services* (5 November 2008), PR-2008-023 (CITT) at para. 25, the government institution's "determination will be considered reasonable if it is supported by a tenable explanation, regardless of whether or not the Tribunal itself finds that explanation compelling."

19. *Excel Human Resources Inc. v. Department of the Environment* (2 March 2012), PR-2011-043 (CITT) at para. 33; *Samson & Associates v. Department of Public Works and Government Services* (19 October 2012), PR-2012-012 (CITT) [Samson] at para. 26; *Northern Lights Aerobatic Team, Inc. v. Department of Public Works and Government Services* (7 September 2005), PR-2005-004 (CITT) at para. 52.

20. *Integrated Procurement Technologies, Inc.* (14 April 2008), PR-2008-007 (CITT); *Samson* at para. 28; *Raymond Chabot Grant Thornton Consulting Inc. and PricewaterhouseCoopers LLP v. Department of Public Works and Government Services* (25 October 2013), PR-2013-005 and PR-2013-008 (CITT) at para. 37.

34. According to PWGSC, however, it was “not at liberty to make the choice of replacing the unit price numbers submitted with the bid with new numbers that would have been consistent with the total evaluated price submitted with the bid”.²¹ Accepting such a revision from a bidder would have, in its view, amounted to impermissible bid repair.

35. The Tribunal has consistently found that bidders cannot make material corrections or amend their bids after the bid closing date. In addressing the rule against bid repair, the Federal Court of Appeal, in *Francis H.V.A.C. Services Ltd. v. Canada (Public Works and Government Services)*,²² affirmed the Tribunal’s approach, stating as follows:

22. I agree that there is no doubt that *bidders cannot make material corrections* or amend their bids *after the bid’s closing date*. The requirements found in an RFP must be met at the time of bid closing, and a procurement entity is not entitled to consider information submitted after that date. “Bid repair”, as it has come to be known, is considered to be an indirect way of allowing a late bid. *The rationale behind the rule against bid repair is easy to understand: allowing a bid to be modified or altered after the fact would undermine the bidding process itself*, as it would allow a change to be made to a bid at a time when the bids of others are known or could be known

[Emphasis added]

36. In that case, the Court upheld the Tribunal’s decision in procurement inquiry No. PR-2016-003,²³ on the basis that the government institution was entitled to correct any “easily discoverable” mathematical errors in the bid and enter into a contract based on the unit prices, which were used to recalculate the sub-totals which had been incorrectly stated in the bid. This did not constitute bid repair because it was the government institution that made the corrections on its own initiative and on the basis of information that was already included in the bid.

37. The same conclusion does not apply to this case. PWGSC could not do to Gallason’s bid what it did with Francis’. As such, there was no “easily discoverable mathematical error because Gallason’s financial bid was unclear as to whether the error was with the unit prices or the extended prices (or both). Likewise, this was not a situation where PWGSC could have used other information provided elsewhere in the bid to identify and/or correct the source of the pricing discrepancy at the time of bid closing.

38. Furthermore, the Tribunal considers it reasonable that PWGSC decided not to take into consideration the revised unit pricing submitted by Gallason in response to its clarification request because allowing Gallason to revise its unit pricing would have altered its bid in a material way that was not permitted by the solicitation documents.

39. The fact that PWGSC requested clarification from Gallason does not mean that it was obliged to accept the information provided in response if doing so would amount to allowing bid repair. In situations where a procuring entity seeks clarification of the contents of a bid, the clarification provided by the bidder

21. Public GIR at para. 5.

22. *Francis H.V.A.C. Services Ltd. v. Canada (Public Works and Government Services)*, 2017 FCA 165 (CanLII) [*Francis H.V.A.C. (FCA)*] at para. 22.

23. *Francis H.V.A.C. Services Ltd. v. Department of Public Works and Government Services* (2 September 2016), PR-2016-003 (CITT) [*Francis H.V.A.C. (CITT)*].

must refer or relate to a better understanding of the contents of a bid, as submitted.²⁴ Contracting authorities cannot take into account new information intended to form a substantive part of a bid after it is submitted.²⁵

40. In addition, the RFP was subject to rules that clearly stated that the unit prices submitted in a bid were to be considered paramount over any error in the extension of such prices. In this regard, the RFP incorporated, by reference, the 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements. Paragraph 16(1)(e) of the Standard Instructions indicated that PWGSC, in conducting the evaluation of bids, “may, but will have no obligation to, . . . correct any error in the extended pricing of bids by using unit pricing” and that “in the case of error in the extension of prices, the unit prices will govern”.

41. In light of this clause, PWGSC had the discretion to make corrections to errors in *extended pricing* (i.e. calculating a subtotal based on a particular line item), but it was under no obligation to do so. Moreover, the price discrepancy clause does not refer to allowing corrections to *unit prices* where they do not correspond to the extended price totals. Rather, it indicates that in the case of a discrepancy between unit and extended prices, the unit prices will prevail.

42. Consequently, PWGSC assessed the total price of the requirement on the basis of the unit prices provided in Gallason’s bid, which resulted in a total price that was not the lowest submitted. PWGSC’s approach was reasonable and in conformity with the applicable rules set out in the RFP and related solicitation documents.

Conclusion

43. In light of the foregoing, the Tribunal finds that PWGSC’s evaluation of Gallason’s financial bid was reasonable and that it was not obliged to take into account the revised unit pricing information provided by Gallason after bid closing. As a result, the complaint is not valid.

COSTS

44. Pursuant to section 30.16 of the *CITT Act*, the Tribunal awards PWGSC its reasonable costs incurred in responding to the complaint, which costs are to be paid by Gallason. In accordance with the *Procurement Costs Guideline* (the *Guideline*), the Tribunal’s preliminary indication of the level of complexity for this complaint is Level 1, as the procurement was for a basic service, and the complaint was limited to issues in relation to the financial bid requirements in the solicitation documents. In addition, the proceedings were straightforward and did not involve complicated procedural issues. As such, the Tribunal’s preliminary indication of the amount of the cost award is \$1,150.

DETERMINATION OF THE TRIBUNAL

45. Pursuant to subsection 30.14(2) of the *CITT Act*, the Tribunal determines that the complaint is not valid.

46. Pursuant to section 30.16 of the *CITT Act*, the Tribunal awards PWGSC its reasonable costs incurred in proceeding with the complaint, which costs are to be paid by Gallason. In accordance with the *Guideline*, the Tribunal’s preliminary indication of the level of complexity for this complaint case is

24. *Francis H.V.A.C.* (CITT) at para. 49; *Bell Canada* (26 September 2011), PR-2011-031 (CITT) at para. 36.

25. *Survival Systems Training Limited v. Department of Public Works and Government Services* (3 September 2015), PR-2015-010 (CITT) at para. 31.

Level 1, and its preliminary indication of the amount of the cost award is \$1,150. If any party disagrees with the preliminary indication of the level of complexity or the preliminary indication of the amount of the cost award, it may make submissions to the Tribunal, as contemplated in Article 4.2 of the *Guideline*. The Tribunal reserves jurisdiction to establish the final amount of the cost award.

Ann Penner

Ann Penner

Presiding Member

APPENDIX

Relevant RFP Provisions²⁶

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in this bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-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 2003 (2017-04-27), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

...

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

...

Section II: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex “B”.

...

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Bid must meet all of the requirements specified in Annex “A”, Statement of Work

4.1.2 Financial Evaluation

The costs for the items in Annex “B” will be added together to obtain the TOTAL EVALUATED BID PRICE.

4.2 Basis of Selection

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

...

ANNEX “B”

BASIS OF PAYMENT

26. Public GIR, Exhibit 5.

- Rates quoted include all delivery, removal, supplies, travel time, expenses, and all transportation charges from Contractor’s outlet to the DND sites and return to Contractor’s outlet at the end of rental period. No additional charges will be accepted by DND. Rates are to remain firm for the period of the contract.
- Extra service call charges for “as and when requested” services will not be charged for services performed on a day when regularly scheduled services are performed.
- GST is not to be included in the unit prices but will be added to any invoice issued against the contract
- Pricing must be provided for all line items for the bid to be considered responsive.
- The estimated usages listed below will be used for evaluation purposes only; actual usage may vary.
- Estimated annual usage for scheduled portable latrines - 21 units X 12 months = 252 units, invoicing monthly.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL USAGE (A)</u>	<u>FIRM UNIT PRICE: YEAR 1 (B)</u>	<u>FIRM UNIT PRICE: YEAR 2 (C)</u>	<u>FIRM UNIT PRICE: YEAR 3 (D)</u>	<u>EXTENDED PRICE (E)</u> = (AxB) + (AxC) + (AxD)
1) Scheduled Work						
A)	Rental of 21 Portable latrine units (monthly), includes servicing 2 times per week <small>(21 units x 12 months = 252)</small>	12 months	\$ ____ / month <small>(rates quoted must be for 21 units/month)</small>	\$ ____ / month <small>(rates quoted must be for 21 units/month)</small>	\$ ____ / month <small>(rates quoted must be for 21 units/month)</small>	\$ _____
B)	Weekly pumping of 2 septic tanks (1 located at Bldg 322 & 1 located at Bldg 409) <small>(2 tanks x 52 weeks = 104)</small>	52 weeks	\$ ____ / week <small>(rates quoted must be for 2 tanks/week)</small>	\$ ____ / week <small>(rates quoted must be for 2 tanks/week)</small>	\$ ____ / week <small>(rates quoted must be for 2 tanks/week)</small>	\$ _____
SUB TOTAL: Scheduled Work						\$ _____
<small>= 1A-E + 1B-E</small>						
2) Unscheduled Work (“As and When Requested”)						
A)	Rental: Portable Latrines and Grey Water Tank					
i)	Additional portable latrine rental, rental per day , no servicing	10 units	\$ ____ / unit <small>(rates quoted must be for 1 unit per day)</small>	\$ ____ / unit <small>(rates quoted must be for 1 unit per day)</small>	\$ ____ / unit <small>(rates quoted must be for 1 unit per day)</small>	\$ _____
ii)	Additional portable latrine rental, rental	10 units	\$ ____ / unit <small>(rates quoted must be</small>	\$ ____ / unit	\$ ____ / unit	\$ _____

	per week, no servicing		for 1 unit per week	(rates quoted must be for 1 unit per week)	(rates quoted must be for 1 unit per week)	
iii)	Additional portable latrine rental, rental per month , no servicing	10 units	\$ ____ / unit (rates quoted must be for 1 unit per month)	\$ ____ / unit (rates quoted must be for 1 unit per month)	\$ ____ / unit (rates quoted must be for 1 unit per month)	\$ ____
iv)	Additional portable latrine rental of barrier free unit, rental per day , no servicing	10 units	\$ ____ / unit (rates quoted must be for 1 unit per day)	\$ ____ / unit (rates quoted must be for 1 unit per day)	\$ ____ / unit (rates quoted must be for 1 unit per day)	\$ ____
v)	Rental of Grey water tank, rental per week , includes servicing 2 times per week	15 units	\$ ____ / unit (rates quoted must be for 1 unit per week)	\$ ____ / unit (rates quoted must be for 1 unit per week)	\$ ____ / unit (rates quoted must be for 1 unit per week)	\$ ____
B) Rental: Hand Wash Stations						
i)	Rental of hand wash stations, rental per day	10 units	\$ ____ / unit (rates quoted must be for 1 unit per day)	\$ ____ / unit (rates quoted must be for 1 unit per day)	\$ ____ / unit (rates quoted must be for 1 unit per day)	\$ ____
ii)	Rental of hand wash stations, rental per week	10 units	\$ ____ / unit (rates quoted must be for 1 unit per week)	\$ ____ / unit (rates quoted must be for 1 unit per week)	\$ ____ / unit (rates quoted must be for 1 unit per week)	\$ ____
iii)	Rental of hand wash stations, rental per month	10 units	\$ ____ / unit (rates quoted must be for 1 unit per month)	\$ ____ / unit (rates quoted must be for 1 unit per month)	\$ ____ / unit (rates quoted must be for 1 unit per month)	\$ ____
C) Servicing						
i)	Servicing of portable latrines, 2Ai, 2Aii, 2Aiii & 2Aiv, on a call out basis	30 call outs	\$ ____ / call out	\$ ____ / call out	\$ ____ / call out	\$ ____
ii)	Additional servicing of grey water tanks, on a call out basis	20 call outs	\$ ____ / call out	\$ ____ / call out	\$ ____ / call out	\$ ____
iii)	Additional servicing of septic tanks, on a call out basis	20 call outs	\$ ____ / call out	\$ ____ / call out	\$ ____ / call out	\$ ____
SUB TOTAL: Unscheduled Work ("As and When Requested")						\$ ____
= 2Ai-E + 2Aii-E + 2Aiii-E + 2Aiv-E + 2Ave + 2Bi-E + 2Bii-E + 2Biii-E + 2Cii-E + 2Ciii-E						
TOTAL EVALUATED BID PRICE						\$ ____
= SUB TOTAL: Scheduled Work + SUB TOTAL: Unscheduled Work ("As and When Requested")						

2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements

16 (2008-05-12) Conduct of evaluation

1. In conducting the evaluation of the bids, Canada may, but will have no obligation to, do the following:

...

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. ...