Canadian Forces Morale
and Welfare Services

Request for Proposal (RFP)

Insert name of Base/Wing/Unit/HQ

Insert Name of Goods or Services

 **Issue Date (mm/dd/yyy):** Select Date

**Bid Closing Date and Time:** Select date and time

**RFP #:** Insert divisional numbering

**Contracting Authority:** Insert name

**Inquiries:** Insert name

 Insert contact info

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# **BACKGROUND**

## Introduction to Canadian Forces Morale and Welfare Services (CFMWS)

Canadian Forces Morale and Welfare Services (CFMWS) is responsible for administering Non-Public Property (NPP) on behalf of the Chief of Defence Staff (CDS) through Bases / Wings, and for delivering selected public and non-public morale and welfare programs, services, and activities to Canadian Armed Forces (CAF) members, veterans and their families. Several CAF units also provide morale and welfare programs/services to their members such as canteens, kit shops, messes and other types of social activities, all within the NPP accountability framework.

NPP is a special form of Crown Property that is distinct from Public Property. The Managing Director of NPP is responsible for the daily administration of NPP.

## Introduction to this RFP

Insert a general statement about what you are trying to achieve through this RFP.

1. INSTRUCTIONS TO BIDDER

## Terms and Conditions

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

## Resulting Contract Clauses

Annex “D” – NPP Contract for Services Template applies to and forms part of a contract resulting from this bid solicitation.

## Definition of Bidder

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

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the OPI, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture.

In all NPP solicitation documentation, a bid and a proposal are used interchangeably.

## Description of Requirements

The work to be performed is detailed in the Statement of Work (SOW) attached as Annex “A”.

## Proposal Submission

The following must be adhered to when submitting the proposal:

1. The proposal must be submitted to the Office of Primary Interest (OPI) at the location indicated below or by email at the OPI below email address, by the date and time indicated on the cover page of this RFP (Closing date). Late bids will not be considered.

|  |
| --- |
| Office of Primary Interest (OPI) |
| Attn: | Insert OPI name  |
| Address: | Insert mailing address |
| Email: | Insert OPI email address |

1. Proposals must be valid and irrevocable for a period of Insert number of days calendar days following the Bid Closing Date.
2. Bids will remain open for acceptance for a period of Insert number of days days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. [CFMWS/Base/Wing/Unit] reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, [CFMWS/Base/Wing/Unit] will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, [CFMWS/Base/Wing/Unit] will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

Note: Timely and correct delivery of proposals to the exact specified proposal delivery address is the sole responsibility of the Bidder.

## Bidder’s Proposal submission

All Bids will become the property of [CFMWS/Base/Wing/Unit] and will not be returned and will be treated as confidential, subject to the provisions of the [Access to Information Act](http://laws-lois.justice.gc.ca/eng/acts/A-1/index.html) ( R.S. 1985, c. A-1) and the [Privacy Act](http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html) ( R.S., 1985, c. P-21).

## Bid Cost

All costs associated or incurred with the preparation and presentation of the Bidder’s proposal to this solicitation will be borne by the Bidder. The rejection of any or all proposals will not render [CFMWS/Base/Wing/Unit] liable for any costs or damages.

## Proposal Amendment

The Bidder can amend its bid by submitting, at least 24 hours before the Bid Closing date of this solicitation, a new bid in accordance with the Instructions to Bidder section of this solicitation. A covering letter should be attached to the new bid requesting the withdrawal of the first bid.

[CFMWS/Base/Wing/Unit] may request clarification where any Bidder's intent is unclear and may request amendment where in the opinion of [CFMWS/Base/Wing/Unit] there is a minor irregularity, or for additional information/documents where there is a minor omission in the information that is to be submitted.

## Inquiries

[CFMWS/Base/Wing/Unit] will allow written requests for clarification on this solicitation. Bidders must aggregate their requests for clarifications and submit by e-mail only to the OPI.All queries must be received by the OPI at least Insert number days before the Bid Closing Date.

[CFMWS/Base/Wing/Unit] will respond as quickly as possible before the Bid Closing Date. The OPI will provide clarification responses simultaneously to all bidders to whom this solicitation was sent, without revealing the source.

##  Rights of [CFMWS/Base/Wing/Unit]

[CFMWS/Base/Wing/Unit] reserves the right to:

1. reject any or all bids received in response to the bid solicitation;
2. enter into negotiations with bidders on any or all aspects of their bids;
3. accept any bid in whole or in part without negotiations;
4. cancel the bid solicitation at any time;
5. reissue the bid solicitation;
6. amend this solicitation and communicate those changes to the Bidders in the same manner in which this solicitation was issued; and
7. negotiate with the sole responsive Bidder to ensure best value.

## Information Session (remove this section if not applicable)

On Select date ,[CFMWS/Base/Wing/Unit] will hold a Bidder information session. Each potential Bidder must submit an intent to attend the session by sending an e-mail to the OPI by Select date.

On Select date , [CFMWS/Base/Wing/Unit] will then provide logistical details for the Bidder information session. The goal of the Bidder’s information session is for Bidders to have an opportunity to ask questions pertinent to the implementation of this project and to provide comments, concerns and, where applicable, alternative recommendations regarding how the requirements or objectives described in this solicitation could be satisfied. Minutes for the meeting will be produced and sent to all Bidders after the information session is complete.

## Bidder’s Presentation (remove this section if not applicable)

In addition to providing a proposal, short listed Bidders will be requested to present the submitted proposal to an audience of [CFMWS/Base/Wing/Unit] employees and the evaluation team (remove this portion, if not applicable to your location) from Select date to Select date . The presentations will be held locally at Insert location or virtually. Bidders invited to present their proposal will be provided with additional details, including date, time and physical location, if not virtual. Any and all costs incurred by Bidders in order to attend this presentation including, but not limited to, transportation, food and lodging shall be borne entirely by the Bidder.

## Bid Rejection

[CFMWS/Base/Wing/Unit] may reject a proposal where any of the following circumstances are present:

1. The Bidder is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
2. Evidence, satisfactory to [CFMWS/Base/Wing/Unit], of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
3. [CFMWS/Base/Wing/Unit] determines that the Bidder’s (including any of its employees included as part of its proposal) performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder executed the work in accordance with contractual terms and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on;
4. NPP has exercised termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid; and
5. The response to this solicitation does not conform to the instructions given herein.

## Conduct of Evaluation

1. In conducting its evaluation of the bids, [CFMWS/Base/Wing/Unit] may, but will have no obligation to, do the following:
	* 1. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
		2. contact any or all references supplied by bidders to verify and validate any information submitted by them;
		3. request, before award of any contract, specific information with respect to bidders' legal status;
		4. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
		5. verify any information provided by bidders through independent research, or by contacting third parties; and
		6. interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the OPI to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

## Entire Agreement:

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

## Conflict of Interest

1. In order to protect the integrity of the procurement process, bidders are advised that [CFMWS/Base/Wing/Unit] may reject a bid in the following circumstances:
	* 1. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest; and/or
		2. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in [CFMWS/Base/Wing/Unit]’s opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by [CFMWS/Base/Wing/Unit] as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria
established above.
3. Where [CFMWS/Base/Wing/Unit] intends to reject a bid under this section, the OPI will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the OPI before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within [CFMWS/Base/Wing/Unit]’s sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## Confidentiality

All material, data, information, or any item in any form supplied by [CFMWS/Base/Wing/Unit] or derived from any data ("Confidential Material") which the Bidder may have acquired in connection with this solicitation and the negotiation process of this solicitation or any portion of this solicitation, both before and after the issuance of the solicitation:

1. Is the property of [CFMWS/Base/Wing/Unit] and must be treated as confidential;
2. Is not to be used for any other purpose other than replying to this solicitation and the fulfillment of any subsequent agreement;
3. Must not be disclosed without prior written authorization from [CFMWS/Base/Wing/Unit]; and
4. Will be returned by all the Bidders to [CFMWS/Base/Wing/Unit] within ten (10) calendar days of contract award, but if the Bidder is awarded the contract, the Confidential Material will be returned at the termination or expiry of the contract.

## Subcontract or Joint Venture

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
	* 1. the name of each member of the joint venture;
		2. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
		3. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the OPI.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The OPI may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.
4. BID PREPARATION INSTRUCTIONS

It is requested that Bidders provide their bid in separate sections as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications and additional information

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

**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 (insert if applicable*:* “and 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, [CFMWS/Base/Wing/Unit] requests that Bidders address and present topics in the order of the evaluation criteria under the same headings.

**Financial Bid**

All proposals should use Annex B to address the financial requirements in the following manner:

1. All prices must be quoted in Canadian dollars, excluding taxes;
2. Bidders must submit a firm total cost including travel costs and per diem rates for the proposed resources, as applicable; and
3. **Financial proposal must be in a separate envelope marked as “Financial Proposal” indicating Bidder Name and solicitation number.**

**Certifications and additional information**

Bidders must submit certifications and references required under Part 5.

1. EVALUATION PROCEDURES AND BASIS OF SELECTION

## Evaluation Procedure

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the evaluation criteria specified below.

**Table 1 - Criteria**

|  |  |
| --- | --- |
| **Criteria** | **Comments** |
| Mandatory Criteria | Pass/fail or meets requirement/does not meet requirement |
| Rated Criteria | e.g. 70 % or as proposed  |
| Presentation (remove, if not applicable) | Specify criteria |
| Financial Criteria, including travel (if any) Note: Financial proposals are pro-rated with the lowest priced responsive bid. | e.g. 30 % or as proposed  |
| **Total** | **100%** |

**Mandatory Criteria**

The mandatory criteria are shown in the table below.

**Table 2 – Mandatory Criteria**

|  |  |  |
| --- | --- | --- |
| # | **Criteria** | **Pass/Fail** |
| M1 | Insert mandatory criteria |  |
| M2 | Insert mandatory criteria |  |
| M3 | Insert mandatory criteria |  |

**Rated Criteria Scoring**

The rated criteria are shown in the table below.

**Table 3- Rated Criteria**

|  |  |  |
| --- | --- | --- |
| **#** | **Criteria**  | **Maximum Score** |
| R1 | Insert item | /25 (e.g. maximum of 25 points) |
| R2 | Insert item | /15 (e.g. maximum of 15 points) |
| R3 | Insert item | /40 (e.g. maximum of 40 points) |
| R4 | Insert item | /20 (e.g. maximum of 20 points) |
|  | **Total maximum points** | **100 points** |

**Financial Criteria Scoring**

The responsive bid with the lowest bid price will be awarded maximum of 30 points. The remaining financial bids will be prorated with the lowest one.

Financial Score = $\frac{Lowest compliant bid price }{Proposal bid price}$ x Maximum points available

The financial criteria are shown in the table below.

**Table 4: Financial Criteria**

|  |  |  |
| --- | --- | --- |
| **Financial Evaluation**  | **Quoted Price in $ (excl. taxes)**  | **Scored Points** |
| For example: |  |  |
| Offeror A quotes $120 = 30 | **$120**  | **30** |
| Offeror B quotes $150 = (120/150) x 30 = 24 | **$150** | **24** |
| Offeror C quotes $125 = (120/125) x 30 = 28.80 | **$125** | **28.80** |

## Basis of Selection

**Responsive Bids**

To be declared responsive, a bid must:

1. Comply with all the requirements of the Request for Proposal;
2. Meet all mandatory requirements;
3. Achieve a minimum technical score of 70% on rated requirements; and
4. The selection process will include a presentation with the Bidders. A schedule will be promulgated to all Bidders. In order to be considered for a presentation, a Bidder must meet all of the steps (a, b and c) above. (remove para d), if not applicable).

Bids not meeting a, b or c will be declared non-responsive.

## Selection and ranking

The responsive bid with the highest combined score of Rated and Financial criteria will be selected.

1. CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to [CFMWS/Base/Wing/Unit] are subject to verification by [CFMWS/Base/Wing/Unit] at all times. Unless specified otherwise, [CFMWS/Base/Wing/Unit] 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 OPI 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 OPI will render the offer non-responsive or constitute a default under the Contract.

## Certifications Required with the Bid (remove this section if not applicable)

Bidders must submit the following certifications as part of their offer.

INSERT REQUIRED CERTIFICATIONSg

## Availability of Resources (remove this section if not applicable)

The Bidder certifies that, should it be issued a contract as a result of this solicitation, every individual proposed in its bid will be available to perform the work as required by [CFMWS/Base/Wing/Unit] representatives and at the time specified in a contract or agreed to with [CFMWS/Base/Wing/Unit]. [CFMWS/Base/Wing/Unit] may ask potential Bidder for a signed letter to that effect.

If the Bidder is unable to provide the services of an individual named in the bid due to death, sickness, extended leave (including parental leave or disability leave), retirement, resignation or dismissal for cause of that individual, the Bidder may propose a substitute to [CFMWS/Base/Wing/Unit], providing:

* 1. The reason for the substitution with substantiating documentation acceptable to [CFMWS/Base/Wing/Unit];
	2. The name, qualifications and experience of a proposed replacement immediately available for work; and
	3. Proof that the proposed replacement has the required experience and knowledge to replace the original proposed individual.

## References

Bidders must submit references from two organizations, preferably government and/or private sector, for which the Bidder has done similar work. The names provided must be the technical expert or the project manager within the organizations. Ideally, one of the references for the submitted offer will be identified as “similar project”. For each reference, the proposal must include:

1. name of client organization;
2. scope of the project;
3. name, telephone number and email address of client contact; and
4. identification of key project personnel who participated in the referenced project.

# **ACRONYMS AND DEFINITIONS**

|  |  |
| --- | --- |
| NPP | Non Public Property is as defined in The National Defence Act (NDA) and means: (1) All money and property, other than issues of material, received for or administered by or through messes, institutes or canteens of the Canadian Forces; (2) All money and property contributed to or by officers, non-commissioned members, units or other elements of the Canadian Forces for the collective benefit and welfare of those officers, non-commissioned members, units or other elements; (3) By-products and refuse and the proceeds of the sale thereof to the extent prescribed under subsection 39(2) of the National Defence Act; and (4) All money and property derived from, purchased out of the proceeds of the sale of, or received in exchange for, money and property described in subparagraphs (1) to (3). |
| NPF | As defined in the A-PS-110-001/AG-002 Morale and Welfare Programs in the Canadian Forces, Non Public Funds is the money component of Non- Public Property.  |
| CFMWS  | Canadian Forces Morale and Welfare Services is defined in the A-PS-110-001/AG-002 Morale and Welfare Programs in the Canadian Forces as the NPP organization established in 1996 to develop, administer and deliver Public morale and welfare programs with the support of Public funding provided through Chief Military Personnel (CMP), and to manage and administer NPP programs and activities on behalf of the Chief of the Defence Staff (CDS). |
| Program | The policies, procedures and administration governing the items and issues referred to in this document (not the software). |
| Deliverable | Deliverables are the intended/desired outcomes of a project. |
| Tasks | Work carried out with inputs of resources towards the achievement of a certain output or milestone or deliverables. |
| Activities | Fundamental work carried out towards the achievement of an identified task or deliverable using some resource(s). |
| Stakeholder | Any person or group who has influence over, can be affected by, or is involved in the development of the system. |
| Technical/ Project Authority | Technical or Project Authority is the person responsible for technical content of the work required under the contract. |
| Contracting Authority | Contracting Authority is the person authorized within NPP, CAF or DND to sign the contract on behalf of NPP/CFMWS under delegated authority by CDS as defined under para 7 of the NPP Contracting Policy. |

Note: Add acronyms/ definitions as required.

Attachments:

Annex A - Statement of Work

Annex B - Bidder Proposal Pricing Table

Annex C - Evaluation Criteria

Annex D - CFMWS Contract for Services Template