

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
**1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Maintenance Services for CBO	
Solicitation No. - N° de l'invitation EP899-160298/A	Date 2015-07-23
Client Reference No. - N° de référence du client EP899-16-0298	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-309-9573	
File No. - N° de dossier HAL-5-75073 (309)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-02	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: MacNeil, Blaine A.	Buyer Id - Id de l'acheteur hal309
Telephone No. - N° de téléphone (902) 496-5180 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 70 CRESCENT STREET SYDNEY NOVA SCOTIA B1S2Z7 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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

Issuing Office - Bureau de distribution

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Solicitation No. - N° de l'invitation

EP899-160298/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal309

Client Ref. No. - N° de réf. du client

EP899-16-0298

File No. - N° du dossier

HAL-5-75073

CCC No./N° CCC - FMS No/ N° VME

This page is intentionally left blank.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 SECURITY REQUIREMENTS
- 1.2 STATEMENT OF WORK
- 1.3 DEBRIEFINGS

PART 2 – BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES, AND CONDITIONS
- 2.2 SUBMISSION OF BIDS
- 2.3 FORMER PUBLIC SERVANT
- 2.4 ENQUIRIES – BID SOLICITATION
- 2.5 APPLICABLE LAWS

PART 3 – BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 EVALUATION PROCEDURES
- 4.2 BASIS OF SELECTION

PART 5 – CERTIFICATIONS

- 5.1 CERTIFICATIONS REQUIRED WITH THE BID
- 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

PART 6 – RESULTING CONTRACT CLAUSES

- 6.1 SECURITY REQUIREMENTS
- 6.2 STATEMENT OF WORK
- 6.3 STANDARD CLAUSES AND CONDITIONS
- 6.4 TERM OF CONTRACT
- 6.5 AUTHORITIES
- 6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS
- 6.7 PAYMENT
- 6.8 INVOICING INSTRUCTIONS
- 6.9 CERTIFICATIONS
- 6.10 APPLICABLE LAWS
- 6.11 PRIORITY OF DOCUMENTS
- 6.12 TRADE QUALIFICATIONS
- 6.13 SACC MANUAL CLAUSES

LIST OF ANNEXES:

- ANNEX A BASIS OF PAYMENT

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security provisions associated with the requirement.

1.2 Statement of Work

PWGSC is seeking bids from interested parties to provide maintenance services to various CBO operating facilities located throughout the CBRM. The operating facilities include highly mechanized mine water treatment facilities, and a domestic coal distribution facility. The CBO currently have dedicated mechanical and electrical personnel that perform the daily/weekly/monthly scheduled work orders. However we have a requirement for equipment repair/replacement/new installation tasks when our personnel are not available, and/or the size/complexity of the job requires the services of a Contractor.

As it is imperative that our mine water treatment facilities need to be kept in a running or standby state at all times, it is important to us that the successful contractor must be able to respond quickly (within 4 hours) in a breakdown situation, or for a hastily planned job within 24 hours of notice. In most cases for planned jobs, CBO staff will be able to provide the successful candidate with seven days notice. The Contractor will be required to provide CBO with a written estimate prior to beginning any of the planned jobs that is approved by CBO.

The Contractor will be responsible to supply various materials and equipment components as required to complete the repair tasks. CBO will provide all existing OEM equipment manuals for reference to the Contractor as required. The Contractor will be allowed a cost plus markup on materials/equipment plus applicable delivery charges.

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 *Standard Acquisition Clauses and Conditions Manual* (<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 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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 [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all 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 [Contracting Policy Notice: 2012-2](#) 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Nova Scotia.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must fully complete the Basis of Payment indicating people with the qualified trades are available to do the work.

4.1.2 Financial Evaluation

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

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

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1. Certification Required With the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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 Security Requirements

There are no security provisions associated with the requirement.

6.2 Statement of Work

PWGSC is seeking bids from interested parties to provide maintenance services to various CBO operating facilities located throughout the CBRM. The operating facilities include highly mechanized mine water treatment facilities, and a domestic coal distribution facility. The CBO currently have dedicated mechanical and electrical personnel that perform the daily/weekly/monthly scheduled work orders. However we have a requirement for equipment repair/replacement/new installation tasks when our personnel are not available, and/or the size/complexity of the job requires the services of a Contractor.

As it is imperative that our mine water treatment facilities need to be kept in a running or standby state at all times, it is important to us that the successful contractor must be able to respond quickly (within 4 hours) in a breakdown situation, or for a hastily planned job within 24 hours of notice. In most cases for planned jobs, CBO staff will be able to provide the successful candidate with seven days notice. The Contractor will be required to provide CBO with a written estimate prior to beginning any of the planned jobs that is approved by CBO.

The Contractor will be responsible to supply various materials and equipment components as required to complete the repair tasks. CBO will provide all existing OEM equipment manuals for reference to the Contractor as required. The Contractor will be allowed a cost plus markup on materials/equipment plus applicable delivery charges.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010c (2015-07-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Contract is anticipated to be in place until 31 March 2018.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Blaine MacNeil
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J3C9

Telephone: (902) 496-5180
Facsimile: (902) 496-5016
E-mail address: blaine.macneil@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority (to be named upon contract award)

The Technical Authority for the Contract is:

Name:
Address:
Telephone:
Email:

The Technical 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 Technical Authority, however the Technical 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

Name:
Title:
Organization:
Address:

Telephone :
Facsimile:
E-mail address:

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 [Public Service Superannuation Act](#) (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 [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, at the rates defined in Annex A. Customs duties are excluded 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.

6.7.2 Limitation of Price

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 SACC Manual Clauses

C0711C (2008-05-12) Time Verification

6.8 Invoicing Instructions

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

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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 associated 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.

6.10 Applicable Laws

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

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 2010C – Services Medium Complexity (2015-07-03);
- (c) Annex A, Basis of Payment;
- (d) the Contractor's bid dated _____.

6.12 Trade Qualifications

The Contractor must use qualified, certificated (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Quality Assurance Authority may request to view and record details of the certification and/or qualifications held by the Contractor's tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

6.13 SACC Manual Clauses

A9055C Scrap and Waste Material (2008-05-12)
A0285C Workers Compensation (2007-05-25)

Solicitation No. - N° de l'invitation

W3554-155138

Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

Annex A Basis of Payment

A)	1)	Supervisor	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	Est hours
	2)	Journeyman	_____	_____	_____	40
	3)	Instrumentation Technician with PLC	_____	_____	_____	10
	4)	HVAC Technician	_____	_____	_____	5
	5)	Millwright	_____	_____	_____	10
	6)	Welder	_____	_____	_____	80
	7)	Pipefitter	_____	_____	_____	5
	8)	Plumber	_____	_____	_____	10
	9)	Carpenter	_____	_____	_____	40
	10)	Insulator	_____	_____	_____	5
		Total	_____	_____	_____	10

- B) Provide standard markup % in cost for materials and rental
Year 1 _____% Estimated annual expenditure \$12,000
Year 2 _____%
Year 3 _____%
- C) Provide standard charge for travel to work site. Estimated 20 individual jobs per year at the New Victoria site. Each job may involve four hour trip to site. (80 total trips estimated). Distance from Sydney is 10 km.
- D) Provide standard charge for material delivery service. Estimated 10 delivery charges for material per year.

Evaluation Total: Combined for each year: A) Extended total B) \$12,000 * markup % + C) Annual travel costs + D) Annual delivery