

**INVITATION TO TENDER (ITT)**

**FOR THE PROVISION OF:**

**Supply and Install Plumbing New Work – Building 2E  
2 Floor and Roof Fit-up Project.**

**COMMUNICATION RESEARCH CENTRE**

**FOR THE**

**DEPARTMENT OF INDUSTRY CANADA**

*Note:* Please read this Invitation to tender carefully for further details on the requirements and bid submission instructions.

## **TABLE OF CONTENTS**

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

1. Introduction
2. Submission of Bid
3. General Conditions and Clauses
4. Enquiries - Solicitation Stage
5. Mandatory Site Visit
6. Management of the Resulting Contract
7. Conditions Precedent to Contract Award

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

1. Purpose
2. Title of Project
3. Background
4. Applicable Laws

### **PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation procedures
2. Basis of selection
3. Mandatory Criteria
4. Mandatory Personnel experience
5. Technical Rated Criteria

### **PART 4 – CERTIFICATIONS**

1. Certification Requirements of this ITT

### **PART 5 - RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. General Conditions
4. Contract Period
5. Option to extend the contract
6. Contracting Authority
7. Project Authority
8. Contractor's Representative
9. Basis of Payment – Limitation of Expenditure
10. Certifications
11. Applicable Laws
12. Replacement of Specific Individuals
13. Priority of Documents
14. Performance Evaluation Report

## **LIST OF APPENDICES**

Appendix A - Statement of Work

Appendix B – Bid and Acceptance Form Unit Price Tables

Appendix C - Mandatory and Rated Technical Criteria

Appendix D – Certifications

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation and resulting contract document is divided into seven parts plus appendices 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 and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of 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, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security requirement; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

### **2. Submission of Bids**

#### **1. Instructions for Submitting a Tender**

Bidders must prepare and submit their formal tender as follows:

##### **SECTION 1 – TECHNICAL SUBMISSION (1 copy) (with no reference to price)**

This section must include your response to the Mandatory Criteria as stated in Appendix C. This section must include a signed copy of the Certifications included in Appendix D.

##### **SECTION 2 – FINANCIAL SUBMISSION (1 copy)**

This section must include the duly completed and signed Bid and Acceptance Form provided in Appendix B of this ITT.

Note: Prices shall not appear in any other area of the tender except in the Bid and Acceptance Form and Unit Price Tables – Appendix B.

Your tender may be submitted by the following delivery methods:

2.1 By e-mail: [ic.crc-procurement.ic@canada.ca](mailto:ic.crc-procurement.ic@canada.ca)

When using the e-mail method, bids must be submitted in one e-mail with two attachments clearly identified as follows:

- i) Technical Bid
- ii) Financial Bid

All attachments must contain ITT number (IP-11369).

OR

1. Hard Copy to:

**Communications Research Centre  
Procurement and Contracting Unit  
Building 2D, Room 138  
3701 Carling Avenue  
Ottawa, Ontario K2H 8S2**

When using this Hard Copy delivery address method, bids must be submitted in two separate sealed envelopes/parcels as follows:

- 1. Technical Bid
- 2. Financial Bid

Bidders must ensure that the ITT number (IP-11369) is clearly marked on all envelopes/parcels when tenders are delivered to the above mentioned address.

### **IMPORTANT NOTICE TO BIDDERS**

**Tenders submitted to any e-mail address or mailing address other than that stated herein will not be considered. The CRC will not assume responsibility for misdirected tenders. Tenders must be submitted before the specified tender closing date and time. The CRC will not assume responsibility for tenders received after the tender closing date and time.**

**Tenders must be submitted and received by Monday November 21, 2016 on or before 2:00 p.m. Eastern Standard Time.**

### 3. General Conditions and Clauses

a) The following terms and conditions will be part and parcel of this ITT and the resulting contract:

GC1 General Provisions	R2810D (2016-04-04)
GC2 Administration of the Contract	R2820D (2016-01-28)
GC3 Execution and Control of the Work	R2830D (2015-02-25)
GC4 Protective Measures	R2840D (2008-05-12)
GC5 Terms of Payment	R2550D (2016-01-28)
GC6 Delays and Changes in the Work	R2860D (2016-01-28)
GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12)
GC8 Dispute Resolution	R2884D (2016-01-28)
GC9 Insurance	G1005C (2016-01-28)

All instructions, clauses and conditions identified in the Request for Tender (ITT) 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 an offer agree to be bound by the instructions, clauses and conditions of the ITT and accept the clauses and conditions of the resulting contract(s).

#### Supplementary Conditions

Insurance terms	G1001C (2013-11-06)
Allowable Costs for Contract Changes under GC6.4.1	R2950D (2015-02-25)

b) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/achoc-eng.jsp>

c) Schedules of Wage Rates for Federal Construction Contracts are included by reference and may be accessed from the Web site: [http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

### 4. Enquiries - Solicitation Stage

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the ITT, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the Contracting Authority named below. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this paragraph may (for that reason alone) result in the disqualification of the tender. Enquiries must be IN WRITING. Enquiries must be received no less than three (3) working days prior to the ITT closing date to allow sufficient time to provide a response. Enquiries received after that time might not be answered prior to the ITT closing date.

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 government of 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 government of Canada determines that the enquiry is not of a proprietary nature. Government of Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by government of Canada.

## 5. Mandatory Site Visit

A Mandatory Site Visit will be held at the CRC Campus located at 3701 Carling Avenue, Ottawa, ON, on **Monday October 31, 2016** at 10:00am, Eastern Standard Time.

Bidders who do not attend the mandatory site visit cannot submit a tender.

Bidders that are planning to participate in this Site Visit are asked to email [ic.crc-procurement.ic@canada.ca](mailto:ic.crc-procurement.ic@canada.ca) to confirm their attendance; no later than one (1) working day prior to the Site Visit. Photo identification is required for access onto campus grounds.

## 6. Management of the Resulting Contract

Contracting Authority	Alternate Contracting Authority
Anne Nino Manager Procurement and Contracting Officer Communications Research Centre Canada   Centre de recherches sur les communications Canada 3701 Carling Ave.   3701, avenue Carling PO Box 11490, Station H   CP 11490, succursale H Building 2D, room 138   édifice 2D, salle 138 Ottawa ON K2H 8S2   Ottawa (Ontario) K2H 8S2 (613) 998-1922   <a href="mailto:anne.nino@canada.ca">anne.nino@canada.ca</a>   fax / téléc. (613) 993-8657 Web site / Site web : <a href="http://www.crc.ca">www.crc.ca</a> Government of Canada   Gouvernement du Canada	Gabrielle Pilon Procurement and Contracting Officer Communications Research Centre Canada   Centre de recherches sur les communications Canada 3701 Carling Ave.   3701, avenue Carling PO Box 11490, Station H   CP 11490, succursale H Building 2D, room 135   édifice 2D, salle 135 Ottawa ON K2H 8S2   Ottawa (Ontario) K2H 8S2 (613) 998-6424   <a href="mailto:gabrielle.pilon@canada.ca">gabrielle.pilon@canada.ca</a>   fax / téléc. (613) 991-4378 Site Web/Web site : <a href="http://www.crc.ca">www.crc.ca</a> Gouvernement du Canada   Government of Canada

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.

## 7. Conditions Precedent to Contract Award

A Condition Precedent to Contract Award shall be construed as a requirement that must be met prior to contract award (as opposed to a mandatory requirement that must be met at the bid closing date and time Appendix C – Mandatory and Rated Criteria of this ITT), and the Contracting Authority may, before award of any contract, seek clarification

from the Bidder and/or make verification to validate any information submitted by the Bidder in this regard.

If a tender is recommended for award of a contract, Industry Canada (IC) reserves the right to request the Bidder to provide to the Contracting Authority, prior to contract award, the documents enumerated hereunder that may apply and be used in the performance of the work under any resulting contract. At contract award, the Contracting Authority may include these documents into the resulting contract. Failure to comply with the request of the Contracting Authority, within the timeframe provided in the request, will render the tender non-responsive.

Examples:

1. Proof of Journeyman Plumber and Registered Apprentice license to practice in the province of Ontario
2. Workers Compensation Certificate
3. Certificate of Insurance
4. Detailed project schedule identifying the timeline for the execution and completion of work.

Industry Canada reserves the right at its sole discretion to assess the adequacy and validity of the above specified documents prior to acceptance. Should any of these documents be found unacceptable, no further consideration shall be given and no contract shall be awarded to this Bidder. IC further reserves the right to proceed with the same process as above for the second-ranked lowest Bidder, etc., until a Bidder is found to have all of the requested documents acceptable to IC.



## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Purpose**

The department of Industry Canada, specifically the Communications Research Centre (CRC) is seeking offers from Contractors interested in providing all labour, material, and equipment to install all plumbing new work for Building 2E 2 Floors as per Engineer Mechanical Drawings, Specifications and Supplementary Instruction.

The area of work shall be within the National Capital Region, specifically Building 2E on the complex of the Communications Research Centre (CRC) located at 3701 Carling Avenue, Ottawa, ON. The services will be required for a period commencing from contract award to May 1, 2017.

### **2. Title of Project**

**Supply and Install Plumbing New Work – Building 2E 2 Floor Fit-up Project.**

### **3. Background**

Communications Research Centre Canada (CRC) is an Agency of Industry Canada, and custodian of the Shirley's Bay Campus. CRC is the Canadian Government's primary laboratory for research and development (R&D) in advanced telecommunications systems in radio, satellite, broadcasting and fiber optics. There are 62 permanent buildings and 60 temporary buildings onsite with the earliest construction dates going back to 1950.

The department of Industry Canada, specifically the Communications Research Centre (CRC) is seeking offers from Contractors interested in providing all labour, material, and equipment to install all plumbing new work required for Building 2E 2 Floor fit-up project. Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

General Instructions to Bidders are incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario. 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 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

Tenders will be evaluated in two separate steps as follows:

- a. Evaluation of the Technical and Financial and Mandatory Requirements. Only tenders meeting all of the Mandatory Requirements will be accepted.
- b. Evaluation of the financial rated requirements as listed in Appendix B

Note: Industry Canada may choose to terminate the evaluation of any tender upon the first finding of non-compliance with a mandatory requirement.

An evaluation team composed of representatives of Industry Canada will evaluate the tenders.

The evaluation team reserves the right but is not obliged to seek clarification or verify any or all information provided by the Bidder with respect to this ITT.

### **2. Basis of selection**

To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation
- b) meet all mandatory criteria.

Bids not meeting (a), and (b) will be declared non-responsive.

4. Mandatory Criteria (see Appendix C)
5. Mandatory Personnel experience (see Appendix C)
6. Technical Rated Criteria (see Appendix C)

**Basis of Selection - Highest Combined Rating of Technical Merit  
80% and Price 20%**

## **PART 4 – CERTIFICATIONS**

### **1. Certification Requirements of this ITT:**

Note to Bidders: The certification requirements contained in Appendix D apply to this "Invitation to Tender". Bidders must complete these certifications by filling in the appropriate spaces below and to include them with their bid proposal.

**Failure to do so will result in rejection of the tender**

### **4. Mandatory Criteria (see Appendix C)**

### **5. Mandatory Personnel experience (see Appendix C)**

### **6. Technical Rated Criteria (see Appendix C)**

## **PART 5 - RESULTING CONTRACT CLAUSES**

### **1. Statement of Work**

The Contractor shall perform and complete the Work as per the statement of work at Appendix A.

The work must be performed at CRC Campus, Ottawa Ontario.

### **2. Standard Clauses and Conditions**

All conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works Government Services Canada (PWGSC).

### **3. General Conditions**

As per PART 1 - General Information, Item 3. - General Conditions and Clauses.

### **4. Contract Period**

The period of the contract to be issued in response to this ITT will be from contract award to May 1, 2017.

### **5. Option to extend the contract**

N/A

### **6. Contracting Authority**

The Contracting Authority for this ITT and any resulting contract are Anne Nino / Gabrielle Pilon.

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.

## **7. Project Authority**

To be disclosed at contract award.

## **8. Contractor's Representative**

To be insert at contract award.

## **9. Basis of Payment – Limitation of Expenditure**

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Invitation to Tender (ITT).

## **10. Certifications**

Compliance with the certifications provided by the contractor in its bid is a condition of the contract and subject to verification by Government of Canada during the entire contract period. If the contractor does not comply with any certification or it's determined that any certification made by the contractor in its bid is untrue, whether made knowingly or unknowingly, Government of Canada has the right, pursuant to the default provision of the contract, to terminate the contract for default.

## **11. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario and the relations between parties will be determine by these laws.

## **12. Replacement of Specific Individuals**

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

- (a) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement; and
- (b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **13. Priority of Documents**

The documents listed below form part of and are incorporated into this Contract. If there is a discrepancy between the wording of one document and the wording of any other document, which appears on the list, the wording of the document, which first appears on the list, shall prevail over the wording of any document which subsequently appears on the list:

- a) The Contract document including appendices;
- b) General Conditions as per point # 3;
- c) Appendix A, Statement of work;
- d) The supplier proposal dated \_\_\_\_\_ (insert the date of the proposal) *(if the proposal has been clarified or revised, insert when you issue the contract: « clarified on \_\_\_\_\_ » or «, modified on \_\_\_\_\_ » and insert dates of clarifications or amendments).*

### **14. Performance Evaluation Report**

Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

Contractor Performance Evaluation Report Form is used to record the.

## **APPENDIX A**

### **STATEMENT OF WORK**

#### **1.0 Purpose**

The department of Industry Canada, specifically the Communications Research Centre (CRC) is seeking offers from Contractors interested in submitting a bid for providing all labour, material, and equipment to deliver plumbing new work and as per engineering drawings, specifications and Supplemental Instruction.

The area of work shall be within the National Capital Region, specifically Building 2E on the complex of the Communications Research Centre (CRC) located at 3701 Carling Avenue, Ottawa, ON.

#### **2.0 Title of Project**

**Supply and Install Plumbing New Work – Building 2E 2 Floor Fit-up Project.**

#### **3.0 Background**

Communications Research Centre Canada (CRC) is an Agency of Industry Canada, and custodian of the Shirley's Bay Campus. CRC is the Canadian Government's primary laboratory for research and development (R&D) in advanced telecommunications systems in radio, satellite, broadcasting and fiber optics.

CRC are currently retrofitting Building 2E which was originally built in 2007.

CRC is seeking offers from Contractors interested in a scope of work that includes all materials and labour required for the supply and installation of all plumbing new work in building 2E 2 Floor fit-up project as per Engineer drawings, specifications and supplemental instruction.

#### **4.0 Project Requirements/Objectives**

The Contractor will be responsible for supplying all labor, supervision, service vehicle and equipment to provide the Communications Research Centre (CRC) services of a qualified, licensed Journeyman Plumber and Registered Apprentice.

#### **5.0 Scope of Work**

The prime Plumbing Contractor scope of work shall include but not limited to:

- All Plumbing work shown on engineering drawings, specifications and supplemental instruction.
- All Plumbing work including demolition (as required) shown on engineering drawings, specifications and supplemental instruction.
- Supply and install all plumbing as indicated on engineering drawings and

specified in Division 22.

- The prime Plumbing Contractor responsible for carrying all other disciplines to complete the task shown on engineering drawings, specifications and supplemental instruction with exception of Mechanical (HVAC), Electrical, Controls, Security, Fire Suppression and Carpentry Contractors.

The drawings, specifications and Supplemental Instruction will be provided at the time of the job showing as supporting documentation to this ITT.

The winning Contractor will be required to coordinate work with other trades and/or contractors.

## **6.0 Project Constraints**

The services rendered by the selected company will be in support of the Campus Operations directorate of Industry Canada.

The Contractor is expected to adhere to acceptable quality assurance and quality control (QA/QC) procedures throughout the project as per building codes and standards.

The Contractor shall execute the work with the least possible amount of interference or disturbance to the normal use of the premises and the existing building systems. The Contractor must make arrangements with the Project Authority to facilitate the work as stated. Equipment producing excessive noise such as electrical generators will be permitted to operate between the hours of 08:00 to 16:00, and construction work will not be permitted during silent hours (18:00 to 06:00) without prior approval from the Project Authority.

## **7.0 Associated Documents**

The Contractor is to make reference to the following CIMA Engineering documents:

- Specification; CRC Building 2E
- Drawing Numbers; M000, M100, M200, M203, M204
- Demolition Drawings M201, M202, for reference only. Contractor to review (**as required**) during tendering to meet all requirements.
- Drawings, Specifications and Supplemental Instruction to be provided to the bidders at the time of the job showing.

All specifications and drawings provided by the CRC or on behalf of the CRC to the Contractor in connection with the resulting Contract belong to the CRC and must be used by the Contractor only for the purposes of performing the Work.

## **8.0 Project Details**

### **8.1 Schedule/Timeline**

Resulting contract will have an immediate start date. The winning bidder must carry enough resources to meet the Project Schedule.

## **8.2 Suspension of Work**

Notwithstanding any wording specified in clause GC7.2 (2008-05-12) Suspension of Work under SACC R2870D, in the event of a work suspension, the Contractor shall update the work schedule with the assistance and approval of the Project Authority.

## **8.3 Project Implementation**

N/A

## **8.4 Use of Site and Facilities**

The Contractor is to maintain existing services to building and provide for personnel and vehicle access.

Where security is reduced by work, the Contractor is to provide temporary means to maintain security.

Where elevators, dumbwaiters, conveyors or escalators exist, the Contractor may use these at the Project Authority's discretion. The Contractor is to protect existing equipment from damage, safety hazards and overloading.

No cameras are permitted on site and no photographs shall be taken.

There is no parking available for Contractor's personnel within or near the building.

The Contractor is to keep the facilities clean and return the facilities back to its original condition once the work is completed.

## **8.5 Protection of Public Traffic**

The Contractor must:

Comply with requirements of Industry Canada, CRC traffic policy in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out Work or haul materials or equipment.

Place equipment in position to present minimum of interference and hazard to travelling public.

## **8.6 Site Storage**

The Contractor must coordinate location of storage area with the Project Authority prior to delivery.

The Contractor is to not unreasonably encumber site with materials or equipment.

The Contractor must move stored products or equipment, which interferes with the operations of the Project Authority's other contractors.

The Contractor must obtain and pay for use of additional storage or work areas needed for operations.



## **8.7 Liabilities**

The Contractor shall assume responsibility for any accident or damage caused by its employees and/or equipment to CRC property or personnel as a result of the Contractor's activities.

The Contractor shall assume responsibility for the security of its equipment and materials during and after working hours. CRC shall not be liable for any vandalism, theft or loss.

The Contractor shall be responsible for making whatever representations are necessary to the pertinent organizations in order to carry out the Work. The costs incurred in obtaining these documents shall be the responsibility of the Contractor.

The Contractor is responsible for notifying the Project Authority of any on-site activity, and obtaining approval to gain access to the Campus **48 hours** before entering the site.

## **8.8 Unplanned Shut-Down**

The utilities provided to the Contractor by CRC will be subject to the requirements of the campus and may be cut off without prior notice at any time by its representatives.

CRC will not be liable for any damage or delay resulting from the interruption of these utilities.

## **8.9 Health and Safety Program**

The Contractor will be responsible to take all necessary steps to protect the workers from harm in accordance with revised statutes of the current Canada Labour Code.

CRC emergency procedures and fire, health and safety requirements applicable to work taking place on CRC property will be provided by the Project Authority to the successful Contractor. Adherence to the health and safety measures specified in that plan shall be mandatory for all on-site personnel and all site visitors.

All Contractor employees and all site visitors shall have the appropriate safety equipment and training.

The Contractor must be prepared to provide supporting documentation attesting to the suitability of the workers regarding project specific training requirements if requested by the Project Authority.

The Contractor must also be prepared to provide a copy of their company safety plan.

Ensure that all labour assigned to projects has received occupational health and safety training required by federal and provincial laws for construction and work in industrial and commercial sites, including but not limited to fall protection, confined spaces and lift operator certification.

The purpose of these requirements is to minimize or eliminate risk to personnel health & safety and to the environment. All Contractors and Sub- Contractors performing work at CRC facilities are expected to comply with CRC applicable health and safety guidelines

applicable laws and regulations that pertain to environmental, health and safety standards and/or work practices.

All labour shall implement Lock Out/Tag Out that meets applicable laws and regulations that pertain to environmental, health and safety standards and/or work practices to include electrical and other forms of hazardous energy as necessary. All labour must have received prior training and will be briefed on in-house Lock Out/Tag Out (LOTO) procedure by their assigned Project Authority. Procedures must be strictly followed

All LOTO activities MUST be coordinated with CRC Project Authority.

### **8.10 Working Hours**

Unless advised otherwise and approved, the work performed at the Campus by the Contractor shall be carried out during normal working hours (07:00-18:00) during the week and shall be carried out with the least possible interference or disturbance to building occupants and Campus activities or operations. Contractors wishing to work outside these hours will require approval from the Project Authority.

### **8.11 Contract and Schedule Changes**

The Project Authority is responsible for approving any modifications to the work schedule or to the technical content of the Work.

The Contractor will not implement any changes to the Work in the Contract before the Project Authority has authorized a Change Order. The Change Order will specify the nature of the change, the time frame in which it must be carried out and any additional cost associated to the change.

A copy of the approved Change Order will be provided to the Contractor and to the Project Authority by the Contracting Authority.

### **8.12 Equipment and tools**

Supply equipment and tools to complete the work as per Project Authority instructions and/or Scope of Work; these have to be up to date, in good standing and CRC approved

### **8.13 Materials**

Unless otherwise specified, supply, deliver and install all materials required for project execution.

All materials to be new with manufacturer's seal intact and label; all materials and equipment used shall be UL, ULC or CSA approved for designated application.

The Contractor shall be responsible for having its materials delivered to the CRC loading dock, then transporting said materials from the loading dock to the work site within 12 hours of delivery.

CRC reserves the right to supply materials and parts, Contractor shall be responsible for transporting said materials from the warehouse to the work site.

### **8.14 Removal of Debris**

Contractor shall remove from the work site at the end of each work shift or as instructed by the Project Authority all rubbish or debris generated from the work activity. Contractor will be responsible to clean the work area and any other space that has been affected by his activity. All debris shall be disposed into appropriate bins (i.e. metal, paper, garbage) provided by the CRC.

### **8.15 Training**

Assign trained, qualified labour. Ensure that all resources assigned to projects have the training, certificates or licenses of qualification require by law prior to performing any work.

### **8.16 Permits, Licenses and Certificates**

All permits, licenses and certificates of approval required for the Work to be completed under federal, provincial or municipal legislation shall be obtained by contractor prior or after project completion whatever the case might be; the contractor shall be responsible for any charges imposed by such regulation or legislation. Upon request, Project Authority might ask for a copy of such permit, license or certificate.

### **8.17 Service Availability**

Ensure that labour is capable and available to perform the work according to the schedule agreed upon by the Contractor and the CRC within 2 days (48 hours) from receipt of request.

### **8.18 Invoicing and Estimates**

Begin work only after receiving a work order or instruction issued by the CRC Project Authority. This work order or instruction, which shall be issued only after the CRC Project Authority and the Contractor have agreed on the cost of work, confirms that the CRC has approved the order. The Contractor must advise CRC Project Authority if the cost of the work will exceed the amount of the work order issued before continuing any work which exceeds the approved order. A revised work order will be issued confirming approval to proceed.

If such approval is not received in writing by the CRC Project Authority confirming the revised work order amount, CRC will not be responsible to pay any amount exceeding the initial cost of work.

Invoice the CRC after each work order is completed unless specified otherwise by the CRC Project Authority. All invoices must clearly indicate the work order number and be accompanied by a breakdown of work performed including hours, back-up invoices from suppliers and sub-trades showing actual amounts paid and mark ups, a Workplace Safety & Insurance Board (WSIB) certificate and statutory declaration for the second and all subsequent invoices.

The CRC Project Authority can request a Contractor to provide a free estimate for different work on the facility premises as repairs, new installations and retrofits. Quoted work might not necessarily be approved to proceed. If work is agreed upon, the invoice

must be billed according to the above instructions with the necessary breakdown. The quote will be used as the value of the work order with the same applicable conditions stated above.

## **9.0 Management of the Project – Roles and Responsibilities**

### **9.1 Project Authority:**

The Project Authority (or assigned departmental representative) has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document. The Project Authority (or assigned departmental representative) is responsible for all matters concerning the technical content of the Work under this requirement. Any proposed changes to the Scope of Work are to be discussed with the Project Authority or his assigned departmental representative.

### **9.2 Contractor:**

The Contractor shall establish and maintain, throughout the duration of the contract, a team capable of effectively delivering the services described in this document and in keeping with the Project Construction Schedule.

The Contractor shall deliver the work within the time frame and assigned budget in accordance with the approved plan agreed to by the Project Authority.

Upon execution of the contract, the Contractor shall be responsible for producing all work in a conscientious and professional manner.

The Contractor shall coordinate project requirements with any and all other base building renovation work that will be underway.

### **9.3 Coordination with CRC:**

Upon contract award, the Contractor shall:

Carry out services in accordance with this ITT directions given by the Project Authority.

Correspond only with the Project Authority at the times and in the manner dictated by the Project Authority. The Contractor shall not communicate with the client department unless so authorized in writing by the Project Authority.

Advise the Project Authority of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Contractor shall detail the extent and reasons for the changes and obtain written approval before proceeding.

Ensure all activities performed shall provide for the protection of the health and safety of the facility's occupants shall not disturb the facility's security systems and procedures and shall not disturb the operations performed in and around the facility.

#### **9.4 Project Response Time Requirements:**

It is a requirement of all projects covered under this ITT that the prime Contractor should be personally available to attend meetings within 48 hours' notice to the Project Authority's request (and respond to inquiries by email/phone within 24 hours), in the locality of the place of the work, and respond to inquiries from the date of the award of the Contract until final inspection and turnover.

The Contractor must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this ITT in a timely fashion.

#### **9.5 Client Support:**

Subject to applicable security restrictions, the Contractor will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned to the Project Authority on termination of the contract.

#### **10.0 Security:**

Security requirements are required when the Contractor and his subordinates are within the building. CRC will provide a Commissionaire, as required, upon 48hrs notification through the Project Authority.

The Contractor will supply the Project Authority with a list of names of employees and sub-contractors who will be accessing the site prior to starting work, once the contract is awarded.

Access to the site is subject to the following restrictions: The Contractor and his employees and sub-contractors must sign in every day at the CRC Guard House Reception Building 1, and are subject to any other regulations as laid down by the Security Emergency Operations (SEO) and the Project Authority. All possible steps will be taken to provide the Contractor with access to the area at all times, however CRC activity may require some closure of the area.

Visitor badge must be prominently displayed at all times.

No audio/visual equipment or cameras are permitted in the buildings.

No cellular phones, 2-way radios or wireless phones are permitted in secure areas.

#### **10.1 Site Access:**

Any of the Contractor's personnel on the Campus must be approved by CRC. Unauthorized personnel are not allowed on the Campus for any reason.

## **10.2 Security Escort:**

All personnel employed on this project shall always be escorted when accessing or working within the construction site areas within buildings during normal working hours. Personnel shall always be escorted in all areas outside of normal working hours.

The Contractor must submit an escort request to the Project Authority at least three (3) days before the service is needed. For requests submitted within the time mentioned above, the costs of the security escort will be paid for by the Project Authority.

Industry Canada, CRC site is a secure site. All contractors are restricted to the construction area. Contractors are not permitted access to occupied areas of the site and facilities outside of the construction zone.

**APPENDIX B**

**BID AND ACCEPTANCE FORM AND UNIT PRICE TABLE  
UNIT PRICE TABLE AND BID AND ACCEPTANCE FORM**

**PROJECT TITLE: Supply and Install Plumbing New Work – Building 2E  
2 Floor Fit-up Project.**

**1. NAME AND ADDRESS OF THE BIDDER**

Name:

Address:

Telephone:

Fax:

PBN (if applicable):

GST/HST Registration Number:

**2. CONTACT PERSON FOR THE PURPOSE OF THE TENDER (AN AUTHORIZED  
REPRESENTATIVE OF THE BIDDER)**

Name:

Title:

Telephone:

Fax:

Cell:

Email address:

**3.0 OFFER:**

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Invitation to Tender (ITT) for the Total Lump Sum Cost quoted hereunder.

**3.1 Basis of Payment:**

Bidders must specify below the all-inclusive Lump Sum Cost for the performance of the work under any resulting contract. It is requested that bidders also specify below the applicable HST amount and the Total Lump Sum Cost.

**All-inclusive Lump Sum Cost:**      \$ \_\_\_\_\_

**Applicable GST/HST Amount:**      \$ \_\_\_\_\_

**TOTAL LUMP SUM COST:**      \$ \_\_\_\_\_

For greater certainty, the Bidder agrees that the Total Lump Sum Cost quoted above is inclusive of all costs (e.g. labor, materials, tools, equipment and rentals used to perform the work, local travel, travel time, delivery or shipping charges, photographs, profit and overhead costs, and any other expenses related to the performance of the work under any resulting contract including sales taxes, other taxes except HST).

**4. Method of Payment - Resulting Contract:**

Monthly invoices will be submitted for payment based on value of work done contingent upon Industry Canada's satisfaction with the Work subject to the Project Authority's approval.

**5. Insufficient Funding:**

In the event that the lowest compliant bid exceeds the amount of funding allocated to the Work, Industry Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. Negotiate a reduction in the bid price and/or scope of work of not more than 25% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Industry Canada not be reached, Industry Canada shall exercise option (a) or (b).

**6. BID VALIDITY PERIOD**

It is understood that your tender will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the ITT.

**7. ACCEPTANCE AND RESULTING CONTRACT**

Upon acceptance of the Bidder's offer by Canada, a Contract shall be awarded to the Contractor. The resulting Contract shall constitute the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference into the Contract.



## 8. PERIOD OF THE RESULTING CONTRACT

The Work shall be performed in accordance with the Work schedules applicable under the resulting Contract. The Contractor agrees to complete the contract by May 1, 2017.

## 9. ACKNOWLEDGEMENT AND CERTIFICATIONS OF THE BIDDER

By submitting a tender, the Bidder agrees, acknowledges and certifies that:

1. The tender ( ) **is** or ( ) **is not** (place check mark in the applicable box) submitted as a joint venture. If the Bidder is a joint venture, the Bidder must complete the certification located in Appendix D of this ITT.
2. All statements and information specified in their tender are accurate and factual, and we (the Bidder) are aware that Industry Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the tender being declared non-responsive. In the event that the Contractor does not comply with any statement or that it is determined that any statement made by the Contractor in its tender is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.
3. By submitting a formal tender in response to this ITT, the Bidder's signature indicates acceptance of the terms and conditions applicable to this ITT and any resulting Contract. IC reserves the right to reject any tender including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada's interest.

## 10. PRIORITY DOCUMENTS FORMING PART OF ANY RESULTING CONTRACT

If there is a discrepancy between wordings in 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 Contract for Construction;
- (b) The Standards Acquisitions Clauses and Conditions
- (c) The Invitation to Tender, its Terms of Reference, Specifications, Drawings, any Appendices and Referenced Attachment(s)
- (d) The Contractor's bid dated \_\_\_\_\_ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s))

**11. SIGNATURE(S)**

I declare that I have the authority to bind the Bidder for all applicable purposes under this Bid and Acceptance Form.

---

(Signature of the authorized representative)

---

(Print name and title)

---

(Print company name)

---

(Date)

## APPENDIX C

Only proposals meeting all of the Mandatory Requirements will be considered

### MANDATORY AND RATED CRITED

	YES	NO
<b>MANDATORY CRITERIA</b>		
Company must present all appropriate licenses to perform plumbing work in the Province of Ontario.		
Company must prove that it has been in business for at least the last five (5) years.		
Company must prove that it holds \$2,000,000.00 professional and civil liability insurance.		
Proof that proposed personnel possess the competency certificates and resumes.		
The Bidder must submit and sign the Certification requirements located in APPENDIX D of this ITT and include them in Section 3 of their tender.  Any Certifications missing or not signed, the Bidder shall be declared non-compliant and no further consideration shall be given to their tender.		
The Bidder must attend the mandatory site visit at the CRC Campus on Monday October 31, 2016 at 10:00am		
<b>MANDATORY PERSONNEL EXPERIENCE</b>		
<b>Licensed Plumber</b>  Minimum ten (10) years recent commercial and/or industrial work experience as licensed Plumber. As part of the ten years' experience, the licensed Plumber must have a minimum of five (5) years leading and planning projects as a foreman which must be clearly demonstrated.  Submit a minimum of two (2) resumes of qualified personnel who will be assigned the work.  Each Resume must demonstrate the required experience noted above and must include (provide one photocopy of each):		

<ul style="list-style-type: none"> <li>• Plumber licensed for the province of (Ontario) required. Provide one (1) photocopy of each.</li> <li>• Confined Space Entry Training certificates for all workers proposed for this requirement. (Training will be verified by CRC Health and Safety Office).</li> <li>• Fall Arrest and Confined Space Entry training certificates for all workers proposed for this requirement. (Training will be verified by CRC Health and Safety Office).</li> </ul> <p><b>Apprentice Plumber</b></p> <p>Minimum two (2) years training in commercial and/or industrial environment and eligible for certification as a licensed Plumber.</p> <p>Submit a minimum of two (2) resumes of qualified personnel who will be assigned the work.</p> <p>Each Resume must demonstrate the required experience noted above and must include (provide one photocopy of each):</p> <ul style="list-style-type: none"> <li>• Apprentice Plumber eligible for certification as a licensed Plumber for the province of (Ontario) required. Provide one (1) photocopy of each.</li> <li>• Apprentice Confined Space Entry not required.</li> <li>• Fall Arrest training certificates for all workers proposed for this requirement. (Training will be verified by CRC Health and Safety Office).</li> </ul>		
<p><b>TECHNICAL RATED CRITERIA (Technical Merit Score)</b></p> <p>Evaluation of the technical rated criteria Part 1 requirements as listed below. Only proposals meeting all of the rated technical requirements (minimum 75%) will be considered</p>	Max Points	Received
<p>1. Submit a copy of the company's profile &amp; background underlining years in business, size and profile</p> <p><b>- Related Experience: 15 years or more = 15 points</b> Minimum 5 years of experience 1 point for every year up to a maximum of 15 points</p> <p><b>- Business size: 30 employees or more = 5 points</b> 15-29 employees = 5 points 1-15 employees = 3 points</p>	15    5	

<p>2. Provide five (5) examples of projects that are similar in nature, size and scope that have been successfully completed in government or private organizations. The Bidder will have to prove that the company possesses experience working in hi-tech/laboratory</p> <p>5 or more = 15 points  2 to 4 = 8 points  Less than 2= 0 points</p>	15	
<p>3. Provide maximum of five (5) references for similar projects completed, along with contact information.</p> <p>5 references = 15 points  4 references = 8 points  3 references = 5 points  Less than 3 references = 0 points</p>	15	
Total Score	50	
<b>Minimum Score required to pass rated criteria: 37.5points</b>		

**POINT RATED REQUIREMENTS - TECHNICAL PROPOSAL:**

In order to qualify for the rating process, proposals MUST respond to the following rated requirements IN THE ORDER SHOWN. Any proposal which fails to achieve the required minimum score of 75% for any rated item will be eliminated from further consideration. Industry Canada may choose to terminate the evaluation upon the first non-compliance with a point rated requirement.

**Contractor's Understanding of the requirements/objectives of the scope of work:**

*What we are looking for:*

An understanding of the scope of work and work delivery as described in Section 5.0 Scope of Work. This will be assessed on the completeness of the Contractor's understanding in meeting the Scope of Work.

*What the Contractor should provide:*

- (a) A narrative demonstrating the understanding of the Scope of Work as described in Section 5.0 Scope of Work
- (b) A description of the services offered that respond to Section 5.0 Scope of Work
- (c) List of qualified subcontractors

**Approach and Methodology:**

*What we are looking for:*

How the Contractor will be organized to provide the services and its approach and methodology in the delivery of the services as described in Section 5.0 Scope of Work.

*What the Contractor should provide:*

- (a) A description of the Contractor's approach to the various scenarios that may arise during any resulting contract.
- (b) A description of the Contractor's approach in providing the types of services detailed in Sections 5.0 Scope of Work and 6.0 Project Constraints .
- (c) Details of the Contractor's and subcontractor's methodologies and techniques that will be used to provide the required services and quality control of the services as noted in (b) above

**Technical Point Rating Requirements Table:**

The technical point rating criteria specified in the table below will be rated using the scale provided for each criterion.

RFP Reference	Technical Point Rating Criteria	Points	
		Maximum Number of Points	Required Minimum Number of Points 75%
	Contractor's understanding of the requirements/objectives of the required Service Scale: Poor: up to 10 points Fair: up to 15 points Good: up to 20 points	10	7.5
	Approach and Methodology Effectiveness of the Contractor's approach and	20	15

	methodology Scale: Poor: up to 10 points Fair: up to 15 points Good: up to 20 points		
	Technical Merit From Technical Rated Criteria Scale:  Poor: up to 25 points Fair: up to 37.5 points Good: up to 50 points	50	37.5
	Total maximum technical points	80	60

### **Point Rating Technical Criteria:**

The Point Rated Criteria contained herein will be used by CRC/IC to evaluate Proposals that have met all of the Mandatory Technical Criteria. Contractors are to address these requirements in sufficient depth in their offers to enable a thorough assessment. The Evaluation Team will base its evaluation solely on the information presented in the Offer.

### **FINANCIAL PROPOSAL:**

Contractors must complete and submit the Financial Submission form: See Appendix B

### **CONTRACTOR SELECTION METHOD:**

The contractor selection method will be determined on the basis of the following steps:

#### **Basis of Selection - Highest Combined Rating of Technical Merit**

#### **80% and Price 20%**

- Only those contractors offering the resource who meet all of the Mandatory Requirements and who achieve (or exceed) the stated minimum points in the Rated Requirements Evaluation will be deemed compliant and will be considered to proceed with the opening of the Financial Submission.
- To arrive at an overall Total Score achieved by a compliant contractor, a weighting has been established whereby technical merit will be valued at 80% and price will be valued at 20%.
- The calculation used to determine the contractor's Total Score will be:

**Formula:**

In this formula, the Contractor's Technical Score is the number of points achieved (maximum 80) in the assessment of the point-rated requirements while the Contractor's Financial Score is based on the number of points (maximum 20) in the assessment of the per diem rate.

$$\text{Contractor Rated Score} = \frac{\text{Contractor Price}}{\text{Lowest Bidder Price}} \times 20 + \text{Technical Score}$$

**Calculation Example:**

Description	Bidder A	Bidder B	Bidder C
Contractor Technical Score Received (Max. possible 80 pts.)	75	70	65
Contractor Bid Price From :Financial Submission Form	\$ 700	\$ 800	\$ 650

**Final Score Evaluation Calculation:**

Bidder	Technical Score	Financial Score	Total Score
Bidder A	75	$(650 / 700) \times 20 = 18.57$	93.57
Bidder B	70	$(650 / 800) \times 20 = 16.25$	86.25
Bidder C	65	$(650 / 650) \times 20 = 20$	85

In this example, **Bidder A** would be recommended for contract award.



**APPENDIX D**  
**CERTIFICATIONS**

**PART 5 – CERTIFICATIONS:**

Bidders must provide the required certifications to be awarded a contract. Government of Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to government of Canada is subject to verification by government of Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

**1. 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 so inform the Bidder and provide the Bidder with a 24 hour time frame to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

**2. ACCEPTANCE OF CONDITIONS:**

"We, \_\_\_\_\_ hereby offer to sell to  
Company Name to

Canada, under the terms and and/or supply conditions set out herein, the services listed herein."

**SIGNATURE**

\_\_\_\_\_  
**Name and title of person authorized to sign on behalf of Bidder (Type or print)**

**3. VERIFICATION OF INSURANCE:**

"We hereby certify that \_\_\_\_\_ has  
Company Name

General Liability Insurance.in the amount of \$2,000,000.00

**SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

**4. VERIFICATION OF LICENSE:**

"We hereby certify \_\_\_\_\_ that all our  
Company Name

Trades people are licensed to provide these services to the full extent that may be required by provincial law in the province of Ontario.

**SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

**5. 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - 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.

**SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

**6. LEGAL ENTITY AND CORPORATE NAME:**

1. The bidder hereby certifies that it is a (circle one);
  - a. sole proprietorship,
  - b. partnership, or
  - c. corporate entity;
2. It was registered or formed under the laws of  
\_\_\_\_\_
3. Controlling interest/ownership (name if applicable) of the organization is held in the country of  
\_\_\_\_\_
4. Any resulting Supply Arrangement or Contract may be executed under the following corporate full legal name and at the following place of business:  
\_\_\_\_\_

---

**7. CODE OF CONDUCT FOR PROCUREMENT:**

- 1) The Bidder confirms that it has read the Code of Conduct for Procurement (<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tdm-toc-e.html>) and agrees to be bound by its terms.
- 2) The bidder certifies that:
  - (a) No corruption and no collusion took place in the preparation of its bid; and
  - (b) it has not committed an offence under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office", 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

**SIGNATURE**

---

**Name and title of person authorized to sign on behalf of Bidder (Type or print)**

**8. ATTESTATION – FORMER PUBLIC SERVANT:**

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

**1.1 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.

**1.2 Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes ( ) No ( )

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. Date of termination of employment or retirement from the Public Service.

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.

### **1.3 Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

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.

### **9. JOINT VENTURE CERTIFICATION:**

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single business enterprise, sometimes referred to as a consortium, to bid together on a requirement.

Bidders are requested to place a check mark (√) in the applicable box below to confirm whether the tender is/is not submitted as a joint venture.

YES the tender is submitted as a joint venture

NO the tender is not submitted as a joint venture

It is requested to the Bidder who bid as a joint venture to complete the certification below with the following information:

1. Composition of joint venture: (names and addresses of all members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):

Name and address of each member of the joint venture	Procurement Business Number (PBN)

2. The name of the representative of the joint venture, i.e., the member appointed by the other members to act on their behalf:

\_\_\_\_\_

(Print Name)

3. The name of the joint venture (or the name of the company appointed to represent all members of the joint venture should a contract be awarded):

\_\_\_\_\_

(Print Name)

4. Type of joint venture (check mark (√) applicable box):

<input type="checkbox"/>	incorporated joint venture
<input type="checkbox"/>	contractual joint venture
<input type="checkbox"/>	other

This certification must be signed by all members of the joint venture unless a representative of the joint venture has been appointed to represent all members of the joint venture.

The Contracting Authority 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 tender 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 solidarity liable for the performance of any resulting contract.

Signature of all members of the joint venture or of the representative of the joint venture, as applicable:

Company Name	Print Name	Signature	Date


**10. VERIFICATION OF EXPERIENCE:**

"We hereby certify that \_\_\_\_\_ have  
(Name of Company)

At least five (5) years of related experience in providing the services similar in scope to the project here-within described."

**SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

**11. ATTESTATION**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**ATTESTATION SIGNATURE**

We hereby certify compliance with the above noted certification requirements for:

- A. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION;
- B. LEGAL ENTITY AND CORPORATE NAME;
- C. CODE OF CONDUCT FOR PROCUREMENT ;
- D. A TTESTATION – FORMER PUBLIC SERVANT.

**SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date