

**PROVIDE VARIOUS PLUMBING WORK SERVICES
ON AS AND WHEN REQUESTED BASIS at the Canadian Space Agency**

REQUEST FOR STANDING OFFER (RFSO)

**PROVIDE VARIOUS PLUMBING WORK
SERVICES ON AS AND WHEN REQUESTED
BASIS at the Canadian Space Agency**

**Bid Submission Deadline:
July 18, 2017 at 14:00 PM (EDT)**

Submit Bids to:

Canadian Space Agency
TENDERS RECEPTION OFFICE
Receiving/Shipping
From Monday to Friday between 8:00 and 16:30 (closed between 12h00 and 13h00)
6767 route de l'Aéroport
Saint-Hubert(Québec) J3Y 8Y9
Canada

Attention to: Claudine Morin
Email: asc.soumissionscontrats-contractssubmissions.csa@canada.ca

Reference: CSA File No. 9F030 – 20170074

Note: Please read this Request For Proposal carefully for further details on the requirements and bid submission instructions.



June 21, 2017

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting standing offer document is divided into six (6) parts plus annexes as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation 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 Resulting Standing Offer and Call up Clauses: includes the clauses and conditions that will apply to any resulting standing offer and call up against the standing offer.

2. Submission of a bid

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

General Instructions to Bidders is 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>.

3. Summary

Description and requirement

The purpose of this Request for this standing offer (RFSO) is to solicit bids from interested Canadian organizations specializing in various types of plumbing work (including parts and labour) to be carried out at the Canadian Space Agency.

Interested bidders are required to submit their proposals in accordance with the instructions provided in this RFP. A description of the work to be completed under this requirement is provided in the Statement of Work attached hereto as **Appendix A**.

4. Communications Notification

As a courtesy, the Government of Canada requests that successful bidders notify the Contracting Authority in advance of their intention to make public an announcement related to the award of a contract.

5. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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 issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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 2006 (2017-04-27) Standard Instructions – Request for Standing Offers - Goods or services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/21>

2. Submission of a Bid

THE BID SUBMISSION DEADLINE IS INDICATED AT THE FIRST PAGE OF THIS DOCUMENT. It is the CSA's policy to return, unopened, bids received after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid.

Bidders are required to provide their bid to the following address:

Canadian Space Agency
TENDERS RECEPTION OFFICE
Receiving/Shipping (between 8:00 and 16:30)
6767 route de l'Aéroport
Saint-Hubert(Québec) J3Y 8Y9
Canada

Attention: Claudine Morin

You can also send your proposal by email at the following address: asc.soumissionscontrats-contractssubmissions.csa@canada.ca

IMPORTANT : DO NOT COPY THE CONTRACTING AUTHORITY WHEN YOU ARE SENDING YOUR PROPOSAL.

Proposals send by fax is not acceptable.

3. 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 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

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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.

4. Applicable Laws

Any resulting standing offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Quebec. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Ombudsman clause

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

6. Direct deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at: <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>

PART 3 - BID PREPARATION INSTRUCTIONS

1. General

Bidders must send **the original** of the proposal (copy by email only is acceptable), before the specified deadline (date and time), to the address shown on Page 1 of the RFP. Proposals may be submitted in English or French (proposal can be send by email).

2. Price

The financial proposal must indicate a detailed breakdown of the total quoted price. The proposed Basis of Payment should be **as per indication in Appendix B**.

Please provide four financial proposal in a separate document.

The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded, FOB destination, Customs duties and Excise taxes included.

Government of 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;
- (c) include the certifications as a separate section of the bid;
- (d) the bidder must present their financial proposal in conformity with the basis of payment;
- (e) the total amount with goods and services tax (GST) or harmonized sales tax (HST), if applicable, must be indicated separately.

3. Business name and address of bidder

- 1) Name: _____
- 2) Address: _____
- 3) Telephone: _____ Fax: _____
- 4) Email: _____
- 5) Email for financial questions: _____
- 6) Procurement Business Number (PBN): _____
- 7) Tax number: _____
- 8) Boards of directors : _____
Name and title

PARTIE 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- a) The propositions will be evaluated in regards to all the criteria of the present request for proposals, including technical evaluation criteria and financial.
- b) An evaluation team made up representatives of government of Canada will evaluate the proposal.

2. Financial Evaluation

Clause of the manual of SACC A0220T (2014-06-26) Evaluation of price

3. 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 standing offer.

4. Bids evaluation

The proposals will be evaluated according to the two following criteria, classified by order of importance:

- 1. answer to the mandatory criteria mentioned below AND;
- 2. lowest price.

5. Mandatory Criteria applicable to the Contractor

You must provide the documents indicated below along with your bid. Failure to do so will result in automatic rejection of your bid.

The company shall be licensed by the Régie du bâtiment du Québec in category 15.5 - Plumbing with at least ten (10) years' experience.

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One employee of the firm must have certification for the inspection of backflow preventer devices that is issued by the Corporation des maîtres mécaniciens en tuyauterie du Québec.

The company shall hold a minimum of \$2,000,000 of professional and civil liability insurance.

The company shall be registered with the Commission de la santé et de la sécurité au travail (CSST)

6. Mandatory criteria applicable to contractor's employees

The proposed employees must have journeyman competency certificates with a professional qualification in plumbing and have a minimum of 10,000 hours of experience in the construction commercial and industrial industry during the last 5 years.

*****The firm must submit with its bid all of the requested documents (licences, insurance, résumés, competency certificates and proof of training of the employees that the firm plans to use, if applicable). If these documents are not included with the bid, the bid will be rejected automatically.**

PART 5 – CERTIFICATIONS

Bidders must provide the required certifications to be awarded a standing offer. 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 Standing offer 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 hours 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.

A. INTEGRITY PROVISIONS – ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

B. 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

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"[FCP Limited Eligibility to Bid](#)" list (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.

C. 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:

D. 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/tcm-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.

E. 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.

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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 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](#).

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:

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- 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.

F. TRAINING

The proposed employees must have taken the following training courses* or must undertake to take the following training course* within the three-month period following the contract award:

- a course in working-at-height training and have a valid permit for operating elevating machinery;

*Course fees will be paid by the firm.

G. LANGUAGE REQUIREMENTS

The employees must be able to communicate in French.

H. WORK AT HEIGHTS

Staff must be able to work at heights.

I. STATUS AND AVAILABILITY OF RESOURCES

If the Offeror has proposed any person in fulfillment of the requirement who is not an employee of the Offeror, the Offeror certifies that it has written permission from such person or the employer of such person to propose the services of such person in relation to the work to be performed in fulfillment of the requirement and to submit such person's résumé to the Contracting Authority. During the assessment of the proposed resource, the Offeror must upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. If the Offeror fails to comply with such a request, its response will be considered non-responsive and receive no further consideration for the Call-up

J. 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. INTEGRITY PROVISIONS – ASSOCIATED INFORMATION;
- B. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - \$200,000 OR MORE;
- C. LEGAL ENTITY AND CORPORATE NAME;
- D. CODE OF CONDUCT FOR PROCUREMENT;
- E. ATTESTATION – FORMER PUBLIC SERVANT;
- F. TRAINING;
- G. LANGUAGE REQUIREMENTS;

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- H. WORK AT HEIGHTS;
- I. STATUS AND AVAILABILITY OF RESOURCES;
- J. ATTESTATION.

SIGNATURE

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

Signature

Date

PART 6A – RESULTING STANDING OFFER CLAUSES

1. Security Requirements

The work to be performed under this RFSO do not requires any security requirement.

2. Description of requirement

The Contractor shall perform and complete the Work as per the indications in the appendix A.

3. 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). The SACC Manual is available on the website of PWGSC:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

4. General Conditions

2005 (2016-04-04) General Conditions – standing offer – goods or services applied to the contract and they are integral part of it.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/13>

4.1 Supplementary General Conditions for construction work in plumbing area up to 10,000.00 (before tax)

The following are the contract documents:

- (a) Contract page when signed by government of Canada;
- (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- (c) Plans and Specifications;
- (d) General Conditions:
 - (i) GC1 General Provisions R2810D (2016-04-04);
 - (ii) GC2 Administration of the Contract R2820D (2016-01-28);
 - (iii) GC3 Execution and Control of the Work R2830D (2015-02-25);

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- (iv) GC4 Protective Measures R2840D (2008-05-12);
- (v) GC5 Delays and Changes in the Work R2860D (2016-01-28);
- (vi) GC6 Default, Suspension or Termination of Contract R2870D (2008-05-12);
- (e) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
- (f) Schedules of Wage Rates for Federal Construction Contracts;

The documents identified by title, number and date in paragraph 1) of indent 2 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 Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>.

The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

5. Period of the work

The period of the standing offer to be issued in response to this RFSO will be for one year from the date of the award of the standing offer.

6. Option to extend the standing offer

The Contractor grants to government of Canada the irrevocable option to extend the term of this standing offer by four (4) periods of one (1) year at the time each under the same terms and conditions. Government of Canada may exercise this option at any time by sending a notice to the Contractor at least 30 calendar days prior to the standing offer expiry date.

The Contractor agrees that, during the extended period of the standing offer, the rates/prices will be in accordance with the provisions of the standing offer.

7. Contracting Authority

The Contracting Authority for this RFP and any resulting standing offer is:

Claudine Morin
Canadian Space Agency
6767 Route de l'Aéroport
St. Hubert, Quebec J3Y 8Y9
Canada

Telephone: 450-926-4427
Facsimile: 450-926-4969
Email: Claudine.morin@canada.ca

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

8. Project Authority

To be inserted at standing offer award

9. Contractor's Representative

To be inserted at standing offer award

10. Call up instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer*.

11. Basis of payment

- Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$10,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

- Limitation of expenditures

Government of Canada's total liability to the contractor under the standing offer must not exceed **\$ 30,000.00 per year** for the limitation of expenditures part of the standing offer, harmonized sales tax is extra, if applicable.

No increase in the total liability of government of Canada or in the price of the work resulting from any design changes, modifications or interpretations of the work, will be authorized or paid to the contractor unless these design changes, modifications or interpretations have been approved, in writing, by the contractor authority before their incorporation into the work. The contractor must not perform any work or provide any service that would result in government of Canada's total liability being exceeded before obtaining the written approval of the contracting authority. The contractor must notify the contracting authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the standing offer expiry date, or
- c) as soon as the contractor considers that the contract funds provided are inadequate for the completion of the work, whichever comes first.

If the notification is for inadequate standing offer funds, the contractor must provide to the contracting authority a written estimate for the additional funds required. Provision of such information by the contractor does not increase government of Canada's liability.

12. Payment method

Payment requests must be made once per month after reception of a call up.

13. Certifications

Compliance with the certifications provided by the contractor in its bid is a condition of the standing offer and subject to verification by government of Canada during the entire standing offer period. If the contractor does not comply with any certification or it is 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 standing offer, to terminate the standing offer for default.

14. Applicable Laws

Any resulting standing offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Quebec, and the relations between parties will be determined by these laws.

15. Priority of documents

The documents listed below form part of and are incorporated into this standing offer. 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 standing offer document including appendices;
- b) General Conditions indicated above;
- c) Appendix C – Statement of work;
- e) the supplier proposal dated _____ (insert the date of the proposal) *(if the proposal has been clarified or revised, insert when you issue the standing offer: “clarified on _____” or “modified on _____” and insert dates of clarifications or amendments).*

16. Performance evaluation of the contractor

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 performance (you can find the performance evaluation report on Appendix C, for your information only).

17. Procurement Ombudsman – Dispute resolution services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request and consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties with respect to the interpretation or application of terms and conditions in this Contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa-opo.gc.ca.

18. Procurement Ombudsman – Contract administration

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the Contractor with respect to the administration of this Contract if the requirements of subsection 22.2(1) of the Department of Public Works and Government Services Act and sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the Scope of the Work of this Contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

19. Government site regulations

The Contractor must comply with all regulations, instructions and directives in effect on the site where the Work is performed.

Contractor Performance Evaluation Report Form is used to record the performance.

20. Direct deposit

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at: <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>

PART 6B - RESULTING CALL UP CLAUSES

The following clauses and conditions apply to and form part of any call up resulting from the standing offer.

1. Statement of work

The Contractor must perform the Work described in the call-up against the standing offer.

2. General Conditions

2005 (2016-04-04) General Conditions – standing offers – goods and service applied to the contract and they are integral part of it.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/13>

2.1 Supplementary General Conditions for construction work in plumbing area up to 10,000.00 (before tax)

The following are the contract documents:

- (a) Contract page when signed by government of Canada;
- (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- (c) Plans and Specifications;
- (d) General Conditions:
 - (i) GC1 General Provisions R2810D (2016-04-04);
 - (ii) GC2 Administration of the Contract R2820D (2016-01-28);
 - (iii) GC3 Execution and Control of the Work R2830D (2015-02-25);
 - (iv) GC4 Protective Measures R2840D (2008-05-12);
 - (v) GC5 Delays and Changes in the Work R2860D (2016-01-28);
 - (vi) GC6 Default, Suspension or Termination of Contract R2870D (2008-05-12);
- (e) Allowable Costs for Contract Changes Under GC6 R2950D (2015-02-25);
- (f) Schedules of Wage Rates for Federal Construction Contracts;

The documents identified by title, number and date in paragraph 1) of indent 2 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 Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.

3. Period of the call up

The Work must be completed in accordance with the call-up against the standing offer.

4. Identification badge

Any person assigned to the performance of any part of the Work that is performed on government premises must wear in a conspicuous place the identification badge issued to that person by Canada.

When a person is required to wear a safety helmet, the Contractor, if requested to do so by the Contracting Authority, must paint the number appearing on the badge on the front of the safety helmet.

APPENDIX A

STATEMENT OF WORK

1.0 GENERAL

The Canadian Space Agency (ASC) seeks to retain the services of a contractor specializing in plumbing (Régie du bâtiment du Québec, Category 15).

The John H. Chapman Space Centre measures 30,000 square metres and was built in 1993. Approximately 50% of the building's surface area consists of office space, 35% is special purpose space (laboratories, control centre, etc.) and 15% consists of service areas.

2.0 SCOPE OF WORK

The purpose of these terms of reference is to ensure the availability of workers qualified to carry out the tasks described in the project specification for the completion of plumbing maintenance, repairs and construction work.

*The services provided by the firm must be performed by the same employee, and this employee's resumé must have been sent to us.

*The plumber must be able to carry out all of the work described in this section.

2.1 Maintenance and repairs

Adding fixtures to, maintaining and repairing sanitary systems in commercial buildings.

Adding fixtures to, maintaining and repairing storm drainage systems in commercial buildings.

Adding fixtures to, maintaining and repairing sanitary systems and heating water and chilled water systems in commercial buildings.

Adding fixtures to, maintaining and repairing compressed air systems in commercial buildings.

Adding fixtures to, maintaining and repairing steam systems in commercial buildings.

Annual certification of backflow prevention devices.

2.2 Plumbing work in construction projects (up to a maximum value of \$10,000 with parts and labour included and before taxes)

Miscellaneous plumbing construction work related to the installation of new equipment or resulting from refits.

3.0 PERSONNEL REQUIRED

3.1 Staff

The firm must ensure a plumber is on site in accordance with the needs of the CSA to carry out the work specified above.

All of the work is subject to Quebec's *Building Act* and employees must have competency cards issued by the Commission de la construction du Québec.

The contractor, following a service call from the CSA representative, must ensure within a maximum period of twenty-four (24) hour the availability of the plumber.

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The firm will assume the cost of statutory holidays (must be the same as those of the CSA listed below), sick days, vacation days and any other statutory leave. The services are required 52 weeks per year and the employees must be available.

- The CSA's statutory holidays are the following:
 - o January 1 or the first work day thereafter
 - o Good Friday and Easter Monday
 - o Victoria Day
 - o June 24 or the first work day thereafter
 - o July 1 or the first work day thereafter
 - o Labour Day
 - o Thanksgiving Monday
 - o December 25 and 26 or the first two work days thereafter

3.2 In the event of departure of the employee assigned to the CSA

In the event of departure of the principal employee assigned to the Canadian Space Agency, the Contractor must pay for a three-day period during which knowledge is transferred between the employees (current and new) or from the Agency representative.

4.0 EQUIPMENT AND MATERIALS

The Contractor must provide all equipment and materials needed to carry out the work.

5.0 PRICING

A weekly work sheet indicating the hours worked by each employee must be submitted to the CSA representative for approval and will be used as a valid verification document for billing purposes.

The **unique hourly rate** (during regular hours) bid by the firm must include staff travel to the Space Centre, insurance, trade and union dues, benefits, taxes and all other costs.

The rate only applies to hours worked. The CSA will not pay for travel time.

6.0 PARTS, IF APPLICABLE

The Canadian Space Agency's estimated parts requirement is about \$15,000 per year. These parts will be billable upon submission of invoices.

In the case of parts valued at more than \$500.00, the Contractor must provide a copy of the purchase invoice or a copy of the price list and add the Contractor's percentage of profit in accordance with the percentage indicated on the bid form in Appendix B.

APPENDIX B

UNIT PRICE TABLE

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UNIT PRICE TABLE

1) The unit Price Table designates the Work to which a Unit Price Arrangement applies.
(a) The Price per Unit and the Estimated Total Price must be entered for each Item listed.

(b) Work included in each item is as described in the referenced specification section.

Hourly rate for regular staff, on-call staff and additional staff as described in Appendix A

Work schedule – Monday to Friday, 7:30 a.m. to 4:00 p.m.

	Year 1 From October 1 st , 2017 to September 30, 2018	Option year 1 From October 1 st , 2018 to September 30, 2019	Option year 2 From October 1 st , 2019 to September 30, 2020	Option year 3 From October 1 st , 2020 to September 30, 2021	Option year 4 From October 1 st , 2021 to September 30, 2022
Plumber	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour

Overtime – Monday to Friday, 4:00 p.m. to 7:30 a.m.

	Year 1 From October 1 st , 2017 to September 30, 2018	Option year 1 From October 1 st , 2018 to September 30, 2019	Option year 2 From October 1 st , 2019 to September 30, 2020	Option year 3 From October 1 st , 2020 to September 30, 2021	Option year 4 From October 1 st , 2021 to September 30, 2022
Plumber	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour

Overtime – Saturday, Sunday and holidays

	Year 1 From October 1 st , 2017 to September 30, 2018	Option year 1 From October 1 st , 2018 to September 30, 2019	Option year 2 From October 1 st , 2019 to September 30, 2020	Option year 3 From October 1 st , 2020 to September 30, 2021	Option year 4 From October 1 st , 2021 to September 30, 2022
Plumber	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour

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Parts (if applicable)

	Year 1 From October 1 st , 2017 to September 30, 2018	Option year 1 From October 1 st , 2018 to September 30, 2019	Option year 2 From October 1 st , 2019 to September 30, 2020	Option year 3 From October 1 st , 2020 to September 30, 2021	Option year 4 From October 1 st , 2021 to September 30, 2022
Percentage of profit for parts worth more than \$500.00	_____ %	_____ %	_____ %	_____ %	_____ %

For the purpose of the evaluation (the evaluation will included the total for the five (5) years)

- 250 hours per year (regular staff, on-call and additional staff during regular hours of work)
- 20 hours per year (regular staff, on-call and additional staff during overtime hours of work)
- 10 hours per year (regular staff, on-call and additional staff during weekends and holidays)
- \$15,000.00 worth of parts, each costing more than \$500.00, per year + applicable percentage of profit

APPENDIX C

PERFORMANCE EVALUATION

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PERFORMANCE EVALUATION REPORT

Upon fulfillment of a contract, this questionnaire must be completed by the responsible project authority/ technical authority for all service contracts (excluding temporary help service contracts), construction contracts and engineering consulting contracts with CSA and sent to the contract agent responsible.

Name of contractor:	Contract completion date:
Name of project authority/technical authority:	Branch:
Contract no.:	Project name:

*Supplier																					
Rating scale:	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">10 – 9: Excellent</td> <td style="width: 25%;">6 – 5: Satisfactory</td> <td style="width: 25%;">2 – 1: Unsatisfactory</td> <td style="width: 25%;"></td> </tr> <tr> <td>8 – 7: Very Good</td> <td>4 – 3: Poor</td> <td></td> <td></td> </tr> </table>	10 – 9: Excellent	6 – 5: Satisfactory	2 – 1: Unsatisfactory		8 – 7: Very Good	4 – 3: Poor														
10 – 9: Excellent	6 – 5: Satisfactory	2 – 1: Unsatisfactory																			
8 – 7: Very Good	4 – 3: Poor																				
1. Did the supplier provide consultants with the education, accreditation and experience indicated in the contract?	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
10	9	8	7	6	5	4	3	2	1												
Comments:																					
2. Please rate the overall quality of the services provided by this supplier.	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
10	9	8	7	6	5	4	3	2	1												
Comments:																					
3. Please rate the responsiveness of the supplier with regard to information requests or problems that may have arisen in the course of the contract, and the supplier's ability to meet deadlines.	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
10	9	8	7	6	5	4	3	2	1												
Comments:																					
4. Was the work performed in accordance with the requirements specified in the statement of work?	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
10	9	8	7	6	5	4	3	2	1												
Comments:																					

5. Please rate the quality of communication between the department and the supplier.	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
10	9	8	7	6	5	4	3	2	1												
Comments:																					
6. Were all administrative documents	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1										
10	9	8	7	6	5	4	3	2	1												

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received in accordance with the requirements of the contract? Administrative documents can include but are not limited to: a. Invoices b. Progress reports c. Reports on use or business volume d. Meeting agendas and minutes e. Documentation and quality of work	Comments:
TOTAL	/60

Overall Rating

Excellent: 54 and over
Very Good: 42 to 53
Satisfactory: 30 to 41
Poor: 18 to 29
Unsatisfactory: 18 or less

Signatures

Project Authority/Technical Authority: _____

Contract Agent: _____

Poor or Unsatisfactory Evaluation

Technical Expert: _____

Supply Manager: _____