REQUEST FOR PROPOSAL

ELECTRICAL MAINTENANCE AND REPAIR SERVICES at the David Florida Laboratory (DFL) in Ottawa

Bid Submission Deadline: February 6, 2018 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 - 20170657

Note: Please read this Request For Proposal carefully for further details on the requirements

and bid submission instructions.



January 17, 2018

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into six (6) 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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. Trade Agreements

This procurement is subject to the Canadian Free Trade Agreement (CFTA).

4. Summary

Description and requirement

The purpose of this Request for Proposal (RFP) is to solicit bids from interested Canadian organizations to provide building maintenance staff in electrical work at the David Florida Laboratory (DFL) at 3701 Carling Avenue, C.P. 11490m succ. H in Ottawa, Ontario K2H 8S2.

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**.

5. 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.

6. 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 2003 (2017-04-27) Standard Instructions – 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/1/2003/22

2. Submission of Bids

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.

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

<u>IMPORTANT</u>: 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 (<u>Claudine.morin@canada.ca</u>) no later than three (3) 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 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 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 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/yendor-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 proposals in a separate document.

The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded, 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:			
	Telephone:		Fax:	
4)	Email:			
	Email for financial questions:			
6)	Procurement Business Number (PBN):			
7)	Tax number:			
8)	Boards of directors : _	Name and title		
	-	Name and title		

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

The propositions will be evaluated in regards to all the criteria of the present request for proposals, including technical evaluation criteria and financial.

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

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a), (b) and (c) will be declared non-responsive.

- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40 % for the technical merit and 60 % for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available point's equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)					
		Bidder 1	Bidder 2	Bidder 3	
Overall Techn	ical Score	115/135	89/135	92/135	
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00	
	Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89	
Calculations	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00	
Combined Rating		83.84	75.56	80.89	
Overall Rating	J	1st	3rd	2nd	

4. Bid financial security

Bidders must provide bid financial security consisting of:

(a) a security deposit as defined in clause E0008T, or https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/E/E0008T/4

(b) a bid bond (form 504 http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html), which must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text, Acceptable Bonding Companies.

Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmatured, at the time the security deposit is provided, are attached to the bonds. Bidders must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

If the financial security is in the form of a bill of exchange or a government guaranteed bond and:

- (a) the bid price is \$250,000 or less, the amount of the security deposit must represent 10 percent of the bid price; or
- (b) the bid price exceeds \$250,000, the amount of the security deposit must be \$25,000.00 plus 5 percent of the amount by which the bid price exceeds \$250,000, to a maximum of \$30,000.00.

If the financial security is a bid bond, the amount of the bond must represent 10 percent of the bid price.

Bidders who provide a security deposit as bid financial security must submit their bid under seal (does not apply in Quebec).

Important: The bid financial security should be provided with the proposal. Any proposal that not contains this document will be rejected.

- 5. Mandatory Criteria (see Appendix D)
- 6. Mandatory Personnel experience (see Appendix D)
- 7. Rated Criteria (see Appendix D)

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

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 "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 country of	d in the
4.	Any resulting Supply Arrangement or Contract may be executed under corporate full legal name and at the following place of business:	the following
D. COI	DE 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.

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.

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

F. 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 BID CERTIFICATION;

- C. LEGAL ENTITY AND CORPORATE NAME;
- D. CODE OF CONDUCT FOR PROCUREMENT;
- E. ATTESTATION FORMER PUBLIC SERVANT.

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Name and title of person au	thorized to sign on behalf of Bidder (Type or print)
Signature	

PART 6 – RESULTING CONTRACT CLAUSES

1. Security Requirements

The work to be performed under this RFP does not require a reliability status. Site access will be provided as required and contractor(s) will be escorted at all times by a CSA/DFL cleared personnel.

2. 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 the David Florida Laboratory – 3701 Carling Avenue, CP 11490, Succ. H, Ottawa Ontario K2H 8S2.

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

2010C (2016-04-04) General Conditions - services (medium complexity) applied to the contract and they are integral part of it.

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/16

5. Contract Period

The period of the contract to be issued in response to this RFP will be for one year (from April 1st, 2018 till March 31st, 2019.

6. Option to extend the contract

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

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

7. Contracting Authority

The Contracting Authority for this RFP and any resulting contract is:

Claudine Morin Canadian Space Agency 6767 route de l'Aéroport Saint-Hubert (Quebec) J3Y 8Y9

Canada

Telephone: (450) 926-4427 Facsimile: (450) 926-4969

E-Mail: <u>Claudine.morin@canada.ca</u>

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.

8. Project Authority

To be insert at contract award

9. Contractor's Representative

To be insert at contract award

10. Basis of payment - Limitation of expenditure

Canada's total liability to the contractor under the contract must not exceed the amount indicated at Appendix B, Goods and services tax or harmonized sales tax is extra, if applicable.

- No increase in the total liability 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 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 when it is 75 percent committed, or
- four (4) months before the contract expiry date, or
- 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 contract 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 Canada's liability.

11. 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 its 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.

12. 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.

13. 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.

- (b) 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.

14. 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 C, Statement of work;

d) the supplier proposal	dated	(insert the date	of the proposal)	(if the proposal has
been clarified or revised	l, insert when you i	ssue the contra	ct : « clarified on	» or « ,
modified on	» and insert dates	of clarifications	or amendments).

15. 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 performance (you will find it at Appendix D).

16. 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.

17. 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.

18. 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.

19. 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

APPENDIX A

STATEMENT OF WORK

PROJECT OVERVIEW

The CSA/DFL intends to conduct a variety of renovations, maintenance, repair and retrofit work in the years to come. A significant portion of this work shall be undertaken pursuant to requests made as part of the operations of the CSA/DFL's various programs. Blueprints, equipment shop drawings and/or work orders shall be supplied to the Contractor as and when work is required. A calendar shall be drawn up and shall be subject to approval by the contractor as concerns each work item to be performed.

The CSA/DFL is a building with a total floor space of approximately 13,000m2 spread over four levels of office area with the majority clean room laboratory space. Built in 1971, the building is home to slightly more than 100 researchers, managers and clients employed by the Canadian space program. Due to aging infrastructure, DFL requires more work and would like to put in place a Standing offer to cover for electrical services. This will provide personnel with available resources to complete projects for repairs, maintenance, new installation, retrofits and all other electrical work.

TYPICAL REQUESTED SERVICES

Supply equipment, personnel protective equipment (PPE), materials, tools and labour to perform installation, repair and/or maintenance work in accordance with blueprints, drawings, details outlines, work orders and specifications provided by the CSA/DFL.

In the absence of detailed specifications, execute work according to standard CSA/DFL quality standards and written work description provided by the CSA/DFL Project Authority's instructions.

IMPLEMENTATION

Contractor's responsibility

Labour (the resources)

Assign qualified personnel to provide labour, parts, materials, tools and equipment, for the provision of electrical services on an "as and when requested" basis at DFL.

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 CSA approved

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 equipments used shall be UL, ULC or CSA approved for designated application.

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

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

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 CSA/DFL.

Occupational health and safety

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 CSA/DFL facilities are expected to comply with CSA/DFL 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 the CSA/DFL Project Authority.

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.

Permits, Licenses and Certificates

All permits, licences 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, licence or certificate.

Building Security

All staff employed by the Contractor, regardless of hours of work, MUST sign IN and OUT and, enter the times of arrival and departure in registers or on sheets provided in a specific designated area. In the event of a dispute and the absence of other evidence, the Register will be regarded as evidence of

hours of work. Failure to "sign in or out" will render the entry invalid.

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 cleanroom areas.

Service availability

Ensure that labour is capable and available to perform the work according to the schedule agreed upon by the Contractor and the CSA/DFL within 24 hours from receipt of request, including 24-hour emergency service with a response time not to exceed two (2) hours from when the call is placed to the arrival of a licensed electrician.

Invoicing and Estimates

Begin work only after receiving a work order or instruction issued by the CSA/DFL Project Authority. This work order or instruction, which shall be issued only after the CSA/DFL Project Authority and the Contractor have agreed on the cost of work, confirms that the CSA/DFL has approved the order. The Contractor must advise CSA/DFL 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 CSA/DFL Project Authority confirming the revised work order amount, CSA/DFL will not be responsible to pay any amount exceeding the initial cost of work.

Invoice the CSA/DFL after each work order is completed unless specified otherwise by the CSA/DFL 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 CSA/DFL 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.

Electrical Services

The purpose of this contract is to provide staff to perform the tasks described in these specifications for electrical maintenance and repair and to carry out small jobs.

Every job shall be carried out subsequent to a request made on the prescribed requisition form.

The following is intended to demonstrate typical services and material used by the CSA/DFL and <u>shall not be construed as a complete list</u>. The contractor shall provide labour, tools and equipment to perform these and other tasks.

Electrical Conduit: The CSA/DFL generally uses, but not limited to: EMT/rigid/PVC conduit ½" to 6" with a minimum standard of wire #12AWG T-90 stranded, teck 90 cable with teck connectors of all sizes, SJO-SJOOW flexible cord with compression connectors of all sizes, armoured BX cables, cable trays with accessories and data communication cable CAT-5, fibre optic, profi-bus, and others as specified.

<u>Breakers:</u> The CSA/DFL requires the contractor to install and troubleshoot 15A to 200A breakers.

<u>Distribution</u> The power distribution system servicing the CSA/DFL building consists of a main building 600Vsubstation, centralized and localized transformers which steps down the voltage into either, 120/208V, , 277/480V, or 120/240V, and distribution panels, both centralized in electrical service rooms and localized in clean rooms and other common areas. Currently in the building are approx. 120 electrical panels.

Transformers dry and oil type 5 KVA to 500 KVA. The contractor is required to perform installation and troubleshooting.

Motor control: CSA/DFL has eight (8) MCC of varying make and model, all installed in between 1978 and 1986. Contractor is required to troubleshoot, install and retrofit MCC, VSD, disconnects, stand alone electrical motors, fuses, SCR's (Standard Magnetic Contactors) and mercury contactors

Breakers: The CSA/DFL requires the Contractor to install and troubleshoot 15A to 600A breakers with ratings between 120V and 600V.

<u>Light fixtures:</u> The CSA/DFL generally uses, but not limited to: fluorescent fixtures with T12,T-8 and T-5 lamps, metal halide ballast and bulbs up to 1000w, LED's and emergency lighting with battery packs. Relamping service will be needed thru the Facility.

Fire alarm (Edwards EST-3 Panels): CSA/DFL has a EST-3 fire alarm panel that has been installed and commissioned in 2001. The auxiliary fire alarm devices contained within DFL includes horns, strobes, smoke detectors, heat detectors and pull station. Contractor is required to perform troubleshooting on fire alarm system and isolate the EST circuits for general maintenance, as well as install new circuits complete with verification and commissioning.

Public Announcement: Perform maintenance as needed and requested by CSA/DFL on the P.A. system such as general troubleshooting, line check, speaker replacement etc.

Emergency Generator: CSA/DFL will request the Contractor to assist in monthly generators tests, perform maintenance of its electrical systems, subsystems and automatic transfer switches.

The above is intended to demonstrate typical services and material used by the CSA/DFL, but shall not be construed as a complete list.

Hourly rate for work in regular working hours

The hourly rate for work in regular working hours is designed to cover the costs incurred by the Contractor in executing a construction and/or maintenance project in an area where the CSA/DFL employees may be continuing their activities.. This rate applies to all construction and/or maintenance costs for projects or parts of projects executed during regular working hours Monday-Friday (from 7:30 a.m. to 4:00 p.m.).

Hourly rate for work performed outside regular working hours

The hourly rate for work performed outside regular working hours is designed to cover costs incurred by the Contractor when executing a construction and/or maintenance project on evenings, weekends or statutory holidays. This rate applies to all construction and/or maintenance projects or parts of projects executed outside regular working hours (from 4:00 p.m. to 7:30 a.m.), as well as weekends and statutory holidays.

Hourly rate for work performed on an emergency basis

The hourly rate for work performed on an emergency basis is designed to cover the costs incurred by the Contractor in executing emergency service. This hourly rate aims to compensate for timely response not to exceed two (2) hours.

Weekly rate for on-call staff

The company shall ensure that one or more staff is available 24 hours a day seven days a week, including holidays via a phone or pager service.

The company shall ensure that the person or persons are able to reach the David Florida Laboratory and provide service within two (2) hours.

The minimum hours billed will be as per number indicated at Appendix B.

APPENDIX B

UNIT PRICE TABLE

*** Rates indicated below are firm before tax

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 April 1 st , 2018 to March 31 st , 2019	Option Year 1 April 1 st , 2019 to March 31 st , 2020	Option Year 2 April 1 st , 2020 to March 31 st , 2021	Option Year 3 April 1 st , 2021 to March 31 st , 2022	Option Year 4 April 1 st , 2022 to March 31 st , 2023
Licensed Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Apprentice Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Fire Alarm Technician (CFAA)	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

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

	Year 1 April 1 st , 2018 to March 31 st , 2019	Option Year 1 April 1 st , 2019 to March 31 st , 2020	Option Year 2 April 1 st , 2020 to March 31 st , 2021	Option Year 3 April 1 st , 2021 to March 31 st , 2022	Option Year 4 April 1 st , 2022 to March 31 st , 2023
Licensed Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Apprentice Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Fire Alarm Technician (CFAA)	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

Overtime – Saturday, Sunday and holidays

	Year 1 April 1 st , 2018 to March 31 st , 2019	Option Year 1 April 1 st , 2019 to March 31 st , 2020	Option Year 2 April 1 st , 2020 to March 31 st , 2021	Option Year 3 April 1 st , 2021 to March 31 st , 2022	Option Year 4 April 1 st , 2022 to March 31 st , 2023
Licensed Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Apprentice Electrician	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour
Fire Alarm Technician (CFAA)	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

	Year 1 April 1 st , 2018 to March 31 st , 2019	Option Year 1 April 1 st , 2019 to March 31 st , 2020	Option Year 2 April 1 st , 2020 to March 31 st , 2021	Option Year 3 April 1 st , 2021 to March 31 st , 2022	Option Year 4 April 1 st , 2022 to March 31 st , 2023
Standby pay if applicable	\$/week	\$/week	\$/week	\$/week	\$/week
Minimum hours billed per service call if applicable	hour(s)	hour(s)	hour(s)	hour(s)	hour(s)

Materials, equipment and supplies

	Year 1 April 1 st , 2018 to March 31 st , 2019	Option Year 1 April 1 st , 2019 to March 31 st , 2020	Option Year 2 April 1 st , 2020 to March 31 st , 2021	Option Year 3 April 1 st , 2021 to March 31 st , 2022	Option Year 4 April 1 st , 2022 to March 31 st , 2023
Percentage of mark-up on materials (if applicable)	%	%	%	%	%

The evaluation will included the total for the five (5) years

- 900 hours per year (Licensed electrician during regular hours of work)
- 500 hours per year (Apprentice electrician during regular hours of work)
- 100 hours per year (Fire Alarm Technician during regular hours of work)
- 50 hours per year (Licensed electrician during overtime hours of work Monday to Friday 4:00pm to 7:00am)
- 20 hours per year (Apprentice electrician during overtime hours of work Monday to Friday 4:00pm to 7:00am)
- 10 hours per year (Fire Alarm Technician during overtime hours of work Monday to Friday 4:00pm to 7:00am)
- 50 hours per year (Licensed Electrician during overtime hours of work Saturday, Sunday and Holidays)
- 20 hours per year (Apprentice electrician during overtime hours of work Saturday, Sunday and Holidays)
- 10 hours per year (Fire Alarm Technician during overtime hours of work Saturday, Sunday and Holidays)
- 52 weeks per year X stand by pay
- 2 hours per year (licensed electrician during regular working hours) X 2 service call X minimum hours billed per service call
- Material, equipment and supplies: estimated 10,000.00\$ per year

The estimated value of the contract will be 125,000.00\$ before tax per year.

^{*} Hours mentioned above are indicated for information purposes and evaluation only.

APPENDIX C

PERFORMANCE EVALUATION REPORT

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:	10 – 9: Excellent 6 – 5: Satisfactory 2 – 1: Unsatisfactory 8 – 7: Very Good 4 – 3: Poor
Did the supplier provide consultants with the education, accreditation and experience indicated in the contract?	10 9 8 7 6 5 4 3 2 1 Comments:
Please rate the overall quality of the services provided by this supplier.	10 9 8 7 6 5 4 3 2 1 Comments:
 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. 	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?	10 9 8 7 6 5 4 3 2 1 Comments:
lease rate the quality of communication between the department and the supplier.	10 9 8 7 6 5 4 3 2 1 Comments:
6. Were all administrative documents 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	10 9 8 7 6 5 4 3 2 1 Comments: Page 27 of 30
TOTAL	/60

APPENDIX D

MANDATORY AND RATED CRITED

	YES	NO
MANDATORY CRITERIA		
Company must present all appropriate licenses to perform electrical and fire alarm 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.		
MANDATORY PERSONNEL EXPERIENCE		
Licensed Electrician Minimum ten (10) years recent commercial and/or industrial work experience as licensed electrician. As part of the ten years experience, the licensed electrician must have a minimum of five (5) years leading and planning projects as a foreman which must be clearly demonstrated.		

Apprentice Electrician Minimum 2 years training in commercial and/or industrial environment and eligible for certification as a licensed electrician.				
Fire Alarm Technician (CFAA) Provincially certified fire alarm technician, qualified to work on, program and maintain digital fire alarm systems, such as Edwards GE / EST-3 system with minimum five (5) years experience.				
RATED CRITERIA	Max Points	Received		
 Submit a copy of the company's profile & background underlining years in business, size and profile Related Experience: 15 years or more = 15 points Minimum 5 years of experience 1 point for every year up to a maximum of 15 points Business size: 30 employees or more = 5 points 15-29 employees = 5 points 1-15 employees = 3 points 	20			
2. Provide five (5) examples of projects that are similar in nature, size and scope (experience working in hi-tech/laboratory/aerospace industry) that have been completed in government or private organizations. 5 or more = 15 points 2 to 4 = 8 points Less than 2= 0 points	15			
Provide minimum five (5) references for similar projects completed, along with contact information. 5 or more references = 15 points 2-4 references = 8 points less than 2 references = 0 points	15			
Total Score	50			
Minimum Score required to pass rated criteria: 25 points				

The Bidder must submit with its proposals, for approval, the resumes and competency certificates of the staff it plans to use. If these documents are not provided with your proposal, it will be automatically rejected.