



Date of Solicitation - Date de l'invitation
2020-08-07

Address inquiries to - Adresser toute demande de renseignements à :
Rachel Ellison
IRB.Procurement-Acquisitions.CISR@irb-cisr.gc.ca

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal to: Immigration and Refugee Board

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

Propositions aux : Commission de l'immigration et du statut de réfugié du Canada

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

Instructions:
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

Instructions:
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la taxe sur les produits et services devra être un article particulier.

Solicitation No. - N° de l'invitation 20200389IRB	Type - Genre N/A	Update - Mise à jour N/A
Solicitation closes - L'invitation prend fin at - à 2020-08-26 on - le 14:00 EDT	PWGSC File No. - N° de référence de TPSGC N/A	

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and 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;
- 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, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

1.2 Summary

Due to COVID-19, the Immigration and Refugee Board of Canada requires additional space in the Greater Hamilton area to hold hearings while being able to adhere to current Public Health recommendations of physical distancing. The present space allocation does not allow for these temporary accommodations and as a result the IRB has an interim requirement to rent additional space to hold hearings.

The rental timeframe is for approximately one (1) year beginning fall 2020, with the option of adding additional rooms and/or extending the end date of the agreement at IRB's discretion, subject to availability.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement (CCoFTA) and the Canada-Peru Free Trade Agreement (CPFTA).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to the Contracting Authority by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.



"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation



All enquiries must be submitted in writing to the Contracting Authority 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 Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

3.2 Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below in Annex "E".

3.3.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "X" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex E.

4.1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below in Annex "E".

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price (SACC A0027T)

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 for the technical evaluation criteria which are subject to point rating.

Bids not meeting (a) or (b) or (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 75 % for the technical merit and 25 % 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 75%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25 %.
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 points equals 135 and the lowest evaluated price is \$45,000 (45).



Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 75 = 63.88$	$89/135 \times 75 = 49.44$	$92/135 \times 75 = 51.11$
	Pricing Score	$45/55 \times 25 = 20.45$	$45/50 \times 25 = 22.5$	$45/45 \times 25 = 25$
Combined Rating		84.33	71.94	76.11
Overall Rating		1 st	3 rd	2 nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.



Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the [“FCP Limited Eligibility to Bid”](#) list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A, Statement of Work, Section A4.1 of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035](#) (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to September 30, 2021 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities



7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rachel Ellison
Title: Senior Procurement Advisor

Department: Immigration and Refugee Board of Canada
Address: 344 Slater Street, Ottawa, Ontario
Telephone: 343-550-3397
E-mail address: IRB.Procurement-Acquisitions.CISR@irb-cisr.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is: *To be completed at Contract Award*

Name:
Title:

Department: Immigration and Refugee Board of Canada
Address:
Telephone:
E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

The Contractor's Representative for the Contract is: *To be completed at Contract Award*

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.



7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B, for a cost of \$ _____ *To be completed at Contract Award*. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.7.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International).

7.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be sent to: *(to be completed at contract award)*

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.



7.10 Applicable Laws

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

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2020-05-28) Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____ " **or** ", as amended on _____ " *and insert date(s) of clarification(s) or amendment(s)*).

7.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-16-16) Foreign Nationals (Foreign Contractor)

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A"

STATEMENT OF WORK

A1. Background

The Immigration and Refugee Board of Canada (IRB) is one of Canada's largest administrative tribunals. Its mission is to make well-reasoned decisions on immigration and refugee matters, efficiently, fairly, and in accordance with the law. The IRB decides, among other responsibilities, who needs refugee protection among the thousands of claimants who come to Canada annually.

A2. Scope of Work

Due to COVID-19, The IRB requires additional space to hold hearings while being able to adhere to Public Health recommendations of physical distancing. The current space allocation does not allow for these temporary accommodations and as a result the IRB has an interim requirement to rent additional space to hold hearings.

The rental timeframe is for approximately one (1) year beginning fall 2020, with the optional addition of rooms and/or end date of the agreement at IRB's discretion, subject to availability.

A3. Location

The location of the building must be in the Greater Hamilton area within 300m of a public transit stop. All rooms must be in the same building, preferably on the ground floor.

A4. Room Requirements

The Contractor to supply space as per the following:

A4.1 Hearing Rooms

At least seven (7) rooms that each include the following:

- a) Between 15 to 30M2, with two (2) of the rooms being bigger than 25M2;
- b) No gaps in the walls between the ceiling and floor;
- c) Four (4) tables 48" by 30";
- d) Six (6) chairs;
- e) One (1) plexiglass partition per table; and
- f) One (1) hand sanitizer station and maintenance;
- g) One (1) TV, minimum 32";
- h) One (1) dedicated and operational phone line;
- i) One (1) Video Conferencing (VC) unit with a network minimum 2MB/s to 3MB/s, per VC unit, per second (7 units = 14Mb/s);
- j) Session Initiation Protocol (SIP) and be able to receive incoming SIP calls from an IRB site without blocking it.
- k) Privacy, so the occupants cannot be seen by the public. Therefore:
 - Windows must have drapes or blinds that are not see-through; and
 - Glass walls must have coverings or be frosted.

See Appendix A for diagrams for room layout options.

Optional:

If available and required, the IRB may ask the Contractor to provide the following by issuing a formal contract amendment:

- Contractor able to provide and maintain Polycom equipment in each room.



- Up to five (5) additional rooms with the same requirements could be requested by IRB, during the period of the contract, if available.

A4.2 Security Room

One (1) secure room that includes the following:

- a) Between 15-30M2;
- b) One (1) table;
- c) Three (3) chairs; and
- d) Allow IRB to set up security camera system and panic button system, all provided by the IRB.

A4.3 Workspace (touchdown points)

One (1) secure room that includes the following:

- a) Minimum of 40M2;
- b) Secure location – not accessible by the general public;
- c) No gaps in the walls between the ceiling and floor;
- d) Eight to ten (8-10) temporary workstations for employees, each consisting the following:
 - Table;
 - Chair;
 - Plexiglass between workstations
- e) One (1) fax machine with a dedicated line, preferably needing access code to print faxes; and
- f) One (1) hand sanitizer station and maintenance.

A4.4 Reception Area

One (1) room/area that includes the following:

- a) One (1) table;
- b) One (1) chair;
- c) Plexiglass attached to the front of the table; and
- d) One (1) hand sanitizer station and maintenance;

Optional:

A4.5 Waiting Area

One (1) area with chairs that could seat up to ten (10) people safely, adhering to Canadian Public Health physical distancing guidelines.

A5. Technical Assistance

The Contractor must provide technical assistance for all Contractor supplied equipment in each of the rooms. This support must be available between 08:00 and 17:00 Monday to Friday EST.

A6. Security Guards

The Contractor must allow for and permit IRB supplied security guards to be present in the hallway(s) and other rooms, areas and workspaces provided under this Contract, when required by the IRB.

A7. Maintenance



The Contractor must ensure all items are in good working order and must be replaced and/or maintained during the rental period.

A8. Cleaning – Additional COVID-19 Disinfecting

The Contractor must regularly clean each room as per norms/standards. In addition, the Contractor must disinfect each room at lunch and at the end of each day and after the hearing has terminated. Estimated frequency is approximately twice (2) per day, per room. The IRB will provide the Contractor with a schedule of sessions.

This additional cleaning must be completed with products that are approved by Health Canada to be effective against COVID-19 and target high touch points in the rooms, such as but not limited to:

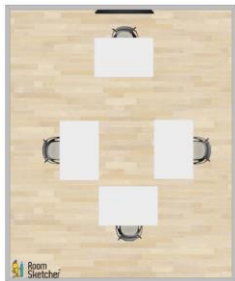
- Table tops;
- Chairs;
- Light switches;
- Door knobs; and
- Remotes/Buttons for all equipment.

If the Contractor is unable to perform this additional COVID-19 specific cleaning as part of the work under the Contract, the Contractor must allow the IRB to contract for the services of an external supplier to perform these additional disinfecting procedures in the Contractor provided rooms.

Appendix A - Diagrams

A4.1 Hearing Rooms

Option 1 – In person (Larger than 25m2):



Option 2 – Video Conference:





ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Customs duties are included and Applicable Taxes are extra.

The firm monthly (unit) rate includes all costs associated with the work stipulated in the Annex "A" - Statement of Work.

Table 1: Initial Period (Fall 2020 to Fall 2021)					
All Rates CDN					
Item #	Description	Unit	Firm Monthly (Unit) Price (A)	Estimated Quantities (B)	Extended Price (A x B)
1	Monthly cost per Hearing Room	Month	\$	7	\$
2	Monthly cost for Security Room	Month	\$	1	\$
3	Monthly cost for Workspace Room	Month	\$	1	\$
4	Total Evaluated Price:				\$
5	Applicable Taxes:				\$
6	Total (4+5):				\$

Table 2: Optional Items (Fall 2020 to Fall 2021)					
All Rates CDN					
Item #	Description	Unit	Firm Monthly (Unit) Price (A)	Estimated Quantities (B)	Extended Price (A x B)
1	Monthly cost per hearing room	Month	\$	5	\$
2	Covid-19 cleaning of all rooms	Month	\$	N/A	\$
3	Subtotal:				\$
4	Applicable Taxes:				\$
5	Total (3+4):				\$



Table 3: Option Period (Fall 2021 to Fall 2022)					
All Rates CDN					
Item #	Description	Unit	Firm Monthly (Unit) Price (A)	Estimated Quantities (B)	Extended Price (A x B)
1	Monthly cost per Hearing Room	Month	\$	7	\$
2	Monthly cost for Security Room	Month	\$	1	\$
3	Monthly cost for Workspace Room	Month	\$	1	\$
4	Subtotal:				\$
5	Applicable Taxes:				\$
6	Total (4+5):				\$

Table 4: Optional Items (Fall 2021 to Fall 2022)					
All Rates CDN					
Item #	Description	Unit	Firm Monthly (Unit) Price (A)	Estimated Quantities (B)	Extended Price (A x B)
1	Monthly cost per hearing room	Month	\$	5	\$
2	Covid-19 cleaning of all rooms	Month	\$	N/A	\$
3	Subtotal:				\$
4	Applicable Taxes:				\$
5	Total (3+4):				\$



ANNEX "C"

to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International).



ANNEX "D"

to PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION

Mandatory Criteria

Item	Mandatory Technical Criteria	MET	NOT MET	Cross Reference to proposal (Page #)
MT1	The Bidder must be located within 300m of a public transit stop in the Greater Hamilton area.			
MT2	The Bidder must have all rooms at one location and this location must include accessible washroom facilities available for use by IRB personnel and the public.			
MT3	<p>The Bidder must have at least seven (7) rooms that each include the following:</p> <ul style="list-style-type: none"> a) Between 15 to 30M2, with two (2) of the rooms being bigger than 25M2; b) No gaps in the walls between the ceiling and floor; c) Four (4) tables " by 30"; d) Six (6) chairs; e) One (1) plexiglass partition per table demonstrate that it is existing currently in the space at time of bid close or a written confirmation from the bidder in their bid that they will provide and install the plexiglass as required within four (4) weeks after contract signature, ; and f) One (1) hand sanitizer station (that are fully serviced); g) One (1) TV, minimum 32"; h) One (1) dedicated phone line; i) One (1) Video Conferencing (VC) unit with a network minimum 2MB/s to 3MB/s, per VC unit, per second (7 units = 14Mb/s); j) Session Initiation Protocol (SIP) and be able to receive incoming SIP calls from an IRB site without blocking it. k) Privacy, so the occupants cannot be seen by the public. Therefore: <ul style="list-style-type: none"> • Windows must have drapes or blinds that are not see-through; and • Glass walls must have coverings or be frosted. 			
MT4	Bidder must have one secure area that includes the following:			



	<ul style="list-style-type: none"> a) Minimum of 40M2; b) Ten (10) tables minimum 30" x 48"; c) Ten (10) chairs; d) One (1) dedicated fax machine; 			
MT5	<p>The Bidder must provide a reception area for use only by the IRB personnel.</p> <p>One (1) room/area that includes the following:</p> <ul style="list-style-type: none"> a) One (1) table 30" by 48" minimum; b) One (1) chair; c) One (1) hand sanitizer station; 			
MT6	<p>The Bidder must have Information Technology (IT) support available between 08:00 and 17:00 Monday to Friday EST to attend to any technical issues with equipment in the room, such as WiFi and/or Polycom equipment.</p>			
MT7	<p>The Bidder must confirm that they will permit the IRB dedicated security guards to be present in the hallway and other rooms, areas and workspaces provided under the Contract, when require by the IRB.</p>			

Rated Criteria

Item	Rated Technical Criteria	Maximum Available Points	Bidder's Self Score
RT1	The Bidder's room(s) should be located on the ground floor.	10 point per room to a maximum of 70 points	
RT2	The Bidder should have up to five (5) additional rooms that meet MT3.	10 points per additional room to a maximum of 50 points	
RT3	<p>The Bidder's room(s) should have secure access* for IRB staff that is not accessible by the general public.</p> <p>*Secure access is defined as separate entrance to the building from the main public access entrance.</p>	5 points	
RT4	The Bidder should have a waiting/reception area that can accommodate up to ten (10) people safely,	5 points	



	adhering to Canadian Public Health physical distancing guidelines.		
RT5	The Bidder's room(s) should have a minimum construction rating of STC 45 or higher.	20 points	
RT6	The Bidder should be able to provide Polycom solutions in each room.	5 points per room to a maximum of 35 points	
RT7	The Bidder should have cleaning staff to disinfect the rooms after every use (IRB Session) with products that are approved by Health Canada to be effective against COVID-19.	20 points	
Total Points Available:		205	
Bidder's Points:			



ANNEX "E"

to PART 4 OF THE BID SOLICITATION

FINANCIAL EVALUATION

Bidder's must complete the table below and submit as part of Section II, Financial Bid.

Customs duties are included and Applicable Taxes are extra. The firm monthly (unit) rate includes all costs associated with the work stipulated in the Annex "A" - Statement of Work.

Table 1: Initial Period (Fall 2020 to Fall 2021)					
All Rates CDN					
Item #	Description	Unit	Firm Monthly (Unit) Price (A)	Estimated Quantities (B)	Extended Price (A x B)
1	Monthly cost per Hearing Room	Month	\$	7	\$
2	Monthly cost for Security Room	Month	\$	1	\$
3	Monthly cost for Workspace Room	Month	\$	1	\$
4	Total Evaluated Price:				\$
5	Applicable Taxes:				\$
6	Total (4+5):				\$

Table 2: Optional Items (Fall 2020 to Fall 2021)					
All Rates CDN					
Item #	Description	Unit	Firm Monthly (Unit) Price (A)	Estimated Quantities (B)	Extended Price (A x B)
1	Monthly cost per hearing room	Month	\$	5	\$
2	Covid-19 cleaning of all rooms	Month	\$	N/A	\$
3	Subtotal:				\$
4	Applicable Taxes:				\$
5	Total (3+4):				\$

Table 3: Option Period (Fall 2021 to Fall 2022)					
All Rates CDN					
Item #	Description	Unit	Firm Monthly (Unit) Price (A)	Estimated Quantities (B)	Extended Price (A x B)
1	Monthly cost per Hearing Room	Month	\$	7	\$



2	Monthly cost for Security Room	Month	\$	1	\$
3	Monthly cost for Workspace Room	Month	\$	1	\$
4	Subtotal:				\$
5	Applicable Taxes:				\$
6	Total (4+5):				\$

Table 4: Optional Items (Fall 2021 to Fall 2022)					
All Rates CDN					
Item #	Description	Unit	Firm Monthly (Unit) Price (A)	Estimated Quantities (B)	Extended Price (A x B)
1	Monthly cost per hearing room	Month	\$	5	\$
2	Covid-19 cleaning of all rooms	Month	\$	N/A	\$
3	Subtotal:				\$
4	Applicable Taxes:				\$
5	Total (3+4):				\$



ANNEX "F"

to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)