



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

HO Bid Receiving: Atlantic Canada Opportunities Agency
Réception des soumissions: Agence de promotion économique du Canada atlantique
644 Main Street, P.O. Box 6051 / 644, rue Main, C.P. 6051
Moncton, New Brunswick | Moncton (Nouveau-Brunswick)
E1C 9J8 CANADA
(Courier Address/adresse de messagerie: E1C 1E2)

OR/OU

E-mail: ACOA.tenders-soumissions.APECA@canada.ca

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No. - N° de la demande P2200466	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à 12:00pm AST / 12:00 HNA on - le 2022-03-25	File No. - N° de dossier P2200466



9400-3

Date of Solicitation - Date de la demande 2022-03-10	
Address inquiries to - Adresser toute demande de renseignements à : ACOA.tenders-soumissions.APECA@canada.ca	
Area code and Telephone No. Code régional et N° de téléphone 506-961-4247	Facsimile No. N° de télécopieur
Destination 644 Main Street P.O. Box 6051 Moncton, New Brunswick Canada E1C 9J8	

Instructions:
Municipal taxes are not applicable.

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount for Applicable Taxes is to be shown as a separate item.

Instructions:
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant des taxes applicables doit apparaître séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (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 Security Requirements

1.1.1 There is no security requirement applicable to the Contract.

1.2 Statement of Work

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

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.

1.4 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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 acoa.tenders-soumissions.apeca@canada.ca by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant

(Following Page)

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 document:

"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.

Section 1 - Former Public Servant in Receipt of a Pension

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

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, as applicable, for all FPS in receipt of a pension, and proceed to Sections 2 and 3:

Name of Former Public Servant:	Date of Termination of Employment or Retirement From The Public Service:

By providing this information, Bidders/Offerors/Suppliers agree that the successful Bidder's/Offeror's/Supplier'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](#).

Section 2 - Work Force Reduction Programs

Is the Bidder/Offeror/Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, and proceed to Sections 3:

Name of Former Public Servant:		
Conditions of the Lump Sum Payment Incentive:		
Date of Termination of Employment:	Amount of Lump Sum Payment:	Rate of Pay on which Lump Sum Payment is Based:
		\$ /Week
Period of Lump Sum Payment:		
Start Date:	Completion Date:	Weeks:
Other Contracts Subject to the Restrictions of a Work Force Reduction Program:		
Contract Number:	Contract Amount (Professional Fees):	
	\$	
	\$	
	\$	
Total:		\$

Section 3 – Certification

This is to certify that the information entered in previous sections is complete and accurate.

Entity Name:	
Signature	Date

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 working 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 the province of Prince Edward Island.

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 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

The Bidder needs to submit its bid electronically. Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions.

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

Section I: Technical Bid (1 soft PDF copy by e-mail)
Section II: Financial Bid (1 soft PDF copy by e-mail)
Section III: Certifications (1 soft PDF copy by e-mail)
Section IV: Additional Information (1 soft PDF copy by e-mail)

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

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

4.1.1.1 Point Rated Technical Criteria

Please refer to Annex "C"

4.1.1.2 Point Rated Technical Criteria

Please refer to Annex "C"

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26) Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection

SACC Manual Clause [A0069T](#) (2007-05-25) Basis of Selection

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 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.

5.1.2.2 COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

(following page)

COVID-19 vaccination requirement certification

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that _____ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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 provided 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.

5.2.2.1 Status and Availability of Resources

[A3005T](#) (2010-08-16), Status and Availability of Resources apply to and form part of the Contract.

5.2.2.2 Education and Experience

[A3010T](#) (2010-08-16), Education and Experience apply to and form part of the Contract.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010C](#) (2021-12-02) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to April 30, 2022 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mathieu Roy
Title: Contracting for Services Officer
Directorate: ACOA-APECA
Address: 644 Main Street
P.O. Box 6051
Moncton, New Brunswick
Canada
E1C 9J8
Telephone: 506-961-4247
Facsimile: 506-851-7403
E-mail address: contracting-marches@acoa-apeca.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Directorate: ACOA-APECA
Address: 644 Main Street
P.O. Box 6051
Moncton, New Brunswick
Canada
E1C 9J8
(Courier Address: E1C 1E2)

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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Directorate: _____
Address: _____
Telephone: _____
Email: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment: Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

- A. Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and Applicable Taxes are extra.
- B. 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 Contracting 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:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- C. 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.

6.7.3 Terms of Payment – 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.

6.8 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- d. a copy of the monthly progress report.

2. Invoices must be distributed as follows:

- a. One (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Prince Edward Island

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions [2003](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements,
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____.

6.12 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](#)".

6.13 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

ANNEX "A"

STATEMENT OF WORK (SOW)

Office Design Plan for Charlottetown Office

1.0 Purpose

1.1 Objective

The purpose of this SOW is to redesign ACOA PEI's office space located at 100 Sydney Street, Charlottetown, to support a hybrid working environment.

1.2 Background

ACOA PEI is seeking a design plan to optimize office space at 100 Sydney Street to support a hybrid working environment. Over the course of most of 2021, ACOA PEI staff took steps to prepare the space to allow for a combination of in-office and remote work. This included de-personalizing workspaces, reconfiguring the office space (no construction/renovations) using new and existing furniture, and installing new technology. The next phase will build on this work to redesign the space (including proposed renovations where required) to create effective and inviting workspaces, meeting spaces, collaborative spaces, and common spaces.

2.0 Requirements

2.1 Scope of Work

A contractor will conduct a needs assessment in consultation with ACOA PEI's designated working group to develop a redesign plan for 100 Sydney Street. Considerations include, but are not limited to workspace, collaborative space, meeting space, common space (e.g. kitchen, lunchroom, etc.), quiet space, locker room, existing/proposed technology, and existing/proposed furniture. The proposed redesign must consider the following policies/guidelines:

- a. Green Procurement Policies (<https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/green-procurement.html>)
- b. GC Workplace Policies (<https://www.tpsgc-pwgsc.gc.ca/biens-property/mt-wp/mt-wp-eng.html>)

2.2 Deliverables and Acceptance Criteria

	Deliverable	Completion Date
2.2.1	Kick-off meeting with the ACOA PEI project authority.	1 week following contract award
2.2.2	Preliminary redesign plans submitted.	4 weeks following contract award
2.2.3	Meeting with ACOA 3.0 working group	Minimum one meeting/month
2.2.4	Presentation to ACOA PEI staff.	2 weeks following submission of preliminary plans
2.2.5	Final plan submitted, including but not limited to detailed construction, furniture, and technology cost estimates.	1 week prior to contract completion date.

2.3 Constraints: (if applicable)

- Access to ACOA PEI's premises will only be granted under supervision.
- ACOA Occupational Health and Safety Guidelines must be followed at all times.
- ACOA's COVID-19 health protocols must be adhered to by the contractor and contractor's team when on ACOA PEI's premises.
- The contractor must be comfortable with the use of Microsoft Teams for the purpose of virtual meetings.

2.4 Language of Work

All communications and meetings with ACOA PEI will be in English.

2.5 Security Requirements

The contractor and contractor's team will have supervised access to ACOA PEI's premises.

2.6 Travel Requirements

No travel and living arrangements will be paid under this contract.

2.7 Location of the Work

Work will be performed at the contractor's place of work. The contractor and members of the contractor's team will be given supervised access to ACOA PEI's premises to assess the space. Meetings with the ACOA 3.0 working group and/or project authority will take place at ACOA PEI's office or virtually.

100 Sydney Street, 2nd and 3rd Floor
Charlottetown, Prince Edward Island
C1A7K2

2.8 Timeframe and Delivery Dates

All work must be completed within an estimated 8 week period.

Annex "B"

BASIS OF PAYMENT

Professional Fees	All-inclusive Fixed Per-Diem Rate (\$ before taxes)
1.1 Interior Design: Proposed Resource(s): _____	\$ _____

The maximum number of days in the resulting contract will be based on the proposed rate and the maximum budget of \$ _____ Canadian, including applicable taxes.

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of one hour meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

- i. All proposed personnel must be available to work outside normal office hours during a portion of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Majority of the work shall be performed during standard Business Hours; Monday to Friday from 8:30 a.m. to 5:00 p.m. Atlantic Standard Time.

ANNEX "C"

EVALUATION CRITERIA

Mandatory Evaluation Criteria

1. The Proposals MUST meet all of the following mandatory requirements. The Proposals must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.
2. The mandatory evaluation criteria are:

ATTENTION BIDDER: PLEASE INCLUDE THE TABLE BELOW AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

<u>CRITERIA</u>		Cross Reference to Proposal (page #)	FOR EVALUATION PURPOSES	
			MET/NOT MET	COMMENTS
M1	The Bidder must identify at least one resource on the proposed team with demonstrated experience in providing design services for major renovations to federal government office spaces. Demonstrated experience is a minimum of two years of experience in the last 5 years.			
M2	The Bidder must identify at least one resource on the proposed team who holds a Bachelor or Master of Architecture and is a member in good standing with at least one Atlantic Canadian-based architects' association.			
M3	The bidder must identify at least one resource on the proposed team who holds an interior design certification.			
M4	A CV must be submitted for the for each proposed resource including the following information: <ul style="list-style-type: none"> • Education and certifications • Descriptions of relevant projects the proposed resource has worked on in the past 5 years. Project descriptions must include the client name, start and end dates, task performed, and project outcomes 			

Point-Rated Evaluation Criteria

1. In addition to meeting all of the mandatory requirements, the Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.
2. When citing past projects as examples, details should be include information such as:
 - a. Project descriptions and overview of deliverables;
 - b. Start and end time (month / year) of the project and specify actual time period (months, years) (if applicable) spent on the project;
 - c. Role and responsibilities of your company within the project, including a description of the services provided to the client and type of deliverables; and
 - d. Identify the client organization (provide references). Include the client contact name for which the work was directly performed and contact information. Note that contact information for any reference cited should include contact name, title and current telephone number.
3. Personnel resumes used within the context of the proposal should provide detail regarding the qualifications, relevant experience, and expertise of the proposed team member(s), including a summary/description of their past projects. Note that contact information for any reference cited should include contact name, title, and current e-mail address and telephone number.
4. Note that in support of paragraphs 2 and 3 above, **the evaluation team reserves the right to contact any reference provided.**
5. The point-rated evaluation criteria are:

ATTENTION BIDDER: PLEASE INCLUDE THE TABLE BELOW AND WRITE THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

Point Rated Criteria		Points Breakdown	Max Points	FOR EVALUATION PURPOSES	
				SCORE	COMMENTS
R1	The Proposed Resource(s) must have experience within the last five years in planning and designing existing office space for renovations.	<p>Unsatisfactory (0 points): demonstrated 0-12 Months of experience planning and designing existing office space for renovations</p> <p>Satisfactory (5 points): demonstrated 13-24 Months of experience planning and designing existing office space for renovations</p> <p>Exceptional (10 points): Demonstrated 25-60 Months of experience planning and designing existing office space for renovations</p>	10		
R2	The Proposed Resource(s) must have a demonstrated experience with GCworkplace fit-up standards and activity-based design.	<p>Unsatisfactory (0 points): The proposal includes limited to no information demonstrating experience of GCworkplace and/or activity-based design.</p> <p>Satisfactory (5 points): The proposal contains descriptions of 1 to 2 past projects demonstrating experience in planning and designing existing office space for renovations using GCworkplace fit-up standards or activity-based design.</p> <p>Exceptional (10 points): The proposal contains detailed descriptions of 3 to 5 projects within the last five years demonstrating experience in planning and designing existing office space for renovations using GCworkplace fit-up standards and activity-based design.</p>	10		

R3	<p><u>Approach and methodology</u></p> <p>The Bidder provides explanations regarding:</p> <p>a) the proposed workplan and design process</p> <p>b) possible challenges and mitigation strategies</p> <p>c) alignment of resources to each project component and level of effort per method or approach</p>	<p>Unsatisfactory (0 points): The proposal does not explain the workplan and approach that will be used, nor does it provide possible challenges and mitigation strategies, nor does it present an alignment of resources to each project component and level of effort per method or approach.</p> <p>Satisfactory (5 points): The proposal provides some explanations regarding the proposed workplan and approaches, and how they will be carried out, and possible challenges and mitigation strategies, including resources for each project component, however, one or more key component(s) are not clearly explained, missing or may not be feasible to implement within the timeframe of the project.</p> <p>Exceptional (10 points): The proposal provides explanations regarding the proposed workplan and approaches, details as to how they will be carried out, and possible challenges and mitigation strategies. The Bidder aligns resources to each method and specifies level of effort per methods/approach. The proposed approaches are feasible to implement within the timeframe of the project. The Bidder discusses evidenced based approaches to assess, conceptualize, and design GCworkplace/activity-based workplace, and prepare for implementation (i.e. renovations/construction).</p>	10		
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R4	<p>References The references indicate that the Bidder is well-suited to undertake this work, delivers quality results on time and within budget, and attests to satisfactory performance on similar projects.</p>	<p>Unsatisfactory (0 points): The references do not provide a strong recommendation related to the timeliness, quality and successful completion of the Bidder's previous experience and/or work was not related to a project of similar type, scope and/or size.</p> <p>Satisfactory (5 points): The references provide positive feedback related to the timeliness, quality and successful completion of the Bidder's previous work, for work of similar type, scope and/or size.</p> <p>Exceptional (10 points): The references provide positive feedback related to the timeliness, quality and successful completion of the Bidder's previous work, for work of similar type, scope and/or size. The references attest to the project team's knowledge of federal government fit-up standards and their implementation.</p>	10		
R5	<p>Location of Work Due to changing health and travel restrictions, preference will be given to Bidders located in Prince Edward Island.</p>	<p>Unsatisfactory (0 points): The Bidder does not have a presence in Prince Edward Island, New Brunswick, or Nova Scotia.</p> <p>Satisfactory (5 points): The Bidder is headquartered in New Brunswick or Nova Scotia and does not have an office in Prince Edward Island.</p> <p>Exceptional (10 points): The Bidder is headquartered in Prince Edward Island.</p>	10		
Total points:			50		
Minimum Passing Score:			35		

Basis of Selection:

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating

1. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this contract.

Details on Point Breakdown

The details below are to help the bidder understand how the criteria will be evaluated.

Exceptional	Every component of the criteria was appropriately addressed. Where requested, experience and knowledge criteria was explained in sufficient detail to demonstrate the expertise necessary to conduct the work outlined in the Statement of Work. An appropriate amount of detail was provided for each criteria component.
Satisfactory	Most of the criteria were appropriately addressed, but one or more of the key component(s) are insufficient, missing or unclear. Or, all the criteria was addressed, but insufficient clarity or detail was provided to demonstrate the expertise necessary to conduct the work outlined in the Statement of Work.
Unsatisfactory	Criteria was not addressed, or incorrect/unclear/incomplete/insufficient/superfluous information was provided to meet criteria.