REQUEST FOR PROPOSAL (RFP)

SERVICE RELATED TO THE EXECUTION OF VARIOUS PLUMBING WORKS

Bid Submission Deadline: September 12, 2022 at 2:00 PM (EDT)

Submit Bids:

Canada Post Corporation (CPC) Connection Service Or

By FAX : 819-997-9776

Reference: CSA File No. 9F030-22-0063

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



August 11, 2022

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This project is conditionally reserved for Aboriginal contractors under the Procurement Strategy for Aboriginal Business (PSAB). Both Aboriginal and non-Aboriginal contractors will be invited to submit bids. For more information, please see the following sections. For additional information, please consult Part 4 – Evaluation Procedures and Basis of Selection.

Introduction

The bid solicitation is divided into six (6) 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; Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

List of Annexes:

- Annex "B" Basis of Payment
- Annex "C" Statement of Work (SOW)
- Annex "D" Performance Evaluation Form
- Annex "E" Integrity Form
- Annex "F" Canada Post Corporation (CPC) Connection Service
- Annex "G" Owner/Employee Certification Set-aside for Aboriginal Business (if applicable)

PART 1 - GENERAL INFORMATION

1. Summary

The Canadian Space Agency requires the services of a specialized plumbing contractor (Régie du bâtiment du Québec, Category 15) to perform various plumbing works on demand at the John H. Chapman Centre located in Saint-Hubert, Quebec.

• Period of the Contract

From contract award date for a one (1) year period.

• Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by an **additional four (4) years period** under the same terms and 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 appendix B Terms 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 Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

• Work location

The work will take place at the Canadian Space Agency, at 6767 Route de l'Aéroport, Saint-Hubert, Québec.

Travel

No travel expenses will be reimbursed.

• Official languages

The contractor must be able to provide staffs that are able to communicate and draft documents in English or in French preferably.

2. Security Requirement

There are no security requirements related to this request.

3. Trade Agreements

This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

4. Optional site visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Canadian Space Agency (CSA) (6767 route de l'Aéroport, Saint-Hubert Québec J3Y 8Y9) on August 31, 2022 at 10:00 am.

Bidders are requested to communicate with the Contracting Authority <u>no later than August 25, 2022</u> to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an

alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

5. The epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

6. Debriefings

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

7. Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information is s available on the Canadian Purchasing and Sales website at www.achatsetventes.gc.ca under the "Supplier Complaint Process" tab.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for proposal (RFP) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) 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 this bid solicitation and accept the clauses and conditions of the resulting contract.

1.1. SACC Manual Clauses

The document 2003 (2022-03-29) - Standard Instructions - Request for Proposal - Goods or Services -Competitive Requirements are incorporated by reference into and form part of the bid solicitation. <u>Section 1.2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca</u>

1.2 Aboriginal Business Certification – <u>A3000C</u> (2014-11-27) (If Applicable)

- 1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in <u>Annex 9.4</u> of the *Supply Manual*.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

For additional info, please consult Part 5 - Certifications and Additional Information.

2. Submission of Bids

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

Bids must be submitted ONLY TO:

 By Canada Post Corporation's (CPC) Connect service: <u>https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-</u> mail/connect.page **Canada Post Corporation's (CPC) Connect service: Section 08 (2022-03-29)** -Transmission by CPV Connect service **of document 2003 (2022-03-29)** – Standard Instructions - Goods or Services - Competitive Requirements <u>Section 1.2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca</u>

See Annex F

Or

✤ By Fax 819-997-9776

at the date, time and place indicated on the front page of this bid solicitation.

DO NOT COPY THE CONTRACTING AUTHORITY

3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority <u>melanie.seguin@asc-csa.gc.ca</u> **no later than two (2) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **PROVINCE OF QUEBEC**.

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

5. Communications Notification

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately sections as follows:

Section I: Financial Bid

Section II: Certifications

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

a) use a numbering system that corresponds to that of the Request for proposal

If Submitted by Canada Post Corporation (CPC) Connection Service

- https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page
 - 2 separate documents

Section I: Financial Bid

Bidders must submit the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

Bidders should review Contract Cost Principles 1031-2 - <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6</u> for a description of allowable costs.

Bidders must submit their financial bid in accordance with the Basis of Payment and the <u>Annex B</u> - Pricing. The total amount of Goods and Services Tax must be shown separately, if applicable.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section II: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

2. Evaluation Criteria

2.1 Mandatory Criteria (SEE TABLE #1)

At Bid closing time, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

Any Bid which fails to meet all the following Mandatory Requirements will be declared nonresponsive. Each requirement is requested to be addressed separately.

3. Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

For evaluation purposes only (evaluation will be done for the total of the five (5) years)

- 250 hours per year (regular and overtime staff during regular working hours)
- 20 hours per year (regular and overtime staff)
- 10 hours per year (regular and overtime staff on weekends and holidays)
- 15,000.00 worth of parts per year X the applicable profit percentage

4. Basis of Selection – Mandatory technical criteria

4.1 Conditional set-aside (Procurement Strategy for Aboriginal Business)

The tender will be set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two or more bids have been received from businesses that have provided a PSAB certification and that are listed as Aboriginal Businesses in Aboriginal Business Directory (<u>http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html</u>). A business that is not already listed in the Aboriginal Business Directory may become listed, if it meets the PSAB criteria, by using the link provided above. If bids from two or more Aboriginal Businesses are compliant with the terms of the Request for Proposal, the Contracting Authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal Businesses that may have been submitted. If the bids from the Aboriginal Businesses are found to be non-responsive or are withdrawn, and less than two responsive bids with a valid PSAB certification remain, all bids will be evaluated.

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

TABLE #1 – Mandatory technical criteria (MTC)				
Number	Criteria			
MTC1	The bidder MUST provide his plumbing contractor's license issued by the Régie du bâtiment in the category 15-5 - Plumbing. This license MUST have been issued for a minimum of 10 years.			
MTC2	The bidder MUST present its accreditation for the verification of backflow prevention devices from the Corporation des maitres mécaniciens en tuyauterie du Québec (CMMTQ).**			
МТС3	 The proposed resource MUST provide the following trade certificate and hours worked history: Journeyman Certificate of Competency with professional plumbing qualification AND have a minimum of 10,000 hours of experience in the commercial and industrial construction industry within the last 5 years. 			

* The firm MUST submit with its proposal all requested documents (licenses, resumes, hours worked history, certificates of competency, and proof of training of personnel it proposes to use if applicable). If these documents are not included with the proposal, the proposal will be automatically rejected.

**Web reference : <u>Vérificateurs de dispositifs antirefoulement - CMMTQ - Corporation des maîtres</u> mécaniciens en tuyauterie du Québec



PART 5 - CERTIFICATIONS

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.

1. <u>Certifications Precedent to Standing Offer Award</u>

The certifications and additional information listed below should be completed and provided with the bid, but may be provided later. If any of these certifications or certificates are not completed and provided as requested at the time of bid submission, the Contracting Authority will inform the Bidder of the time frame within which the information must be provided. Failure to provide the certifications or additional information listed below within the time frame specified will result in the bid being declared non-responsive.

- The bidder must present a certificate of professional and civil liability insurance of a minimum value of \$2,000,000.00.
- The bidder must present the attestation that it is registered with the Commission de la santé et de la sécurité au travail (CSST).

See 1.8

2. Certifications Required with the Bid

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

Bidders MUST provide the following completed certifications with their bid: 1.1 à 1.9

<u>IF APPLICABLE</u>, to be considered for the Procurement Strategy for Aboriginal Business (PSAB) component, bidders **MUST** provide the following completed **certification with their bid: 1.11**

1.2 Certification – Contract

SACC Manual Clause <u>A3015C</u> (2014-06-26)

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

1.3 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 with FPS, bidders must provide the information required below before contract award.

1.2.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration* <u>Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

1.3.2 Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

1.3.3 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.4 Ineligibility and Suspension Policy

Bidders, offerors or suppliers certify to the following when submitting a bid:

- they have read and understand the Ineligibility and Suspension Policy; <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>
- they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension;
- they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- they have provided a list of all foreign criminal charges and convictions;
- none of the domestic criminal offences and other circumstances described in the Policy applies to them, their affiliates and their first tier subcontractors; and
- they are not aware of a determination of ineligibility or suspension that applies to them.

1.5 Integrity Provisions – List of Names

- Bidders who are incorporated, including those bidding as a joint venture, <u>must provide a complete</u> <u>list of names of all individuals who are currently directors</u> of the Bidder. (See Annex E -Integrity Form).
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, <u>must provide the</u> <u>name of the owner(s)</u>. (See Annex E Integrity Form).
- > Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

1.6 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority,



provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

1.7 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

1.8 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified here :

- The Bidder shall submit a certificate of professional liability and public liability insurance in the minimum amount of \$2,000,000.00.
- The bidder must submit certification that it is registered with the Commission de la santé et de la sécurité au travail (CSST).

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

The Contractor must maintain the required insurance coverage throughout the term of the contract. Compliance with insurance requirements does not relieve or diminish the contractor's responsibility under the contract.

The Contractor is responsible for deciding whether additional insurance is necessary to fulfill its obligations under the contract and to comply with applicable laws. Any additional insurance purchased is at the Contractor's expense and for the Contractor's benefit and protection.

1.9 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information https://srisupplier.contractscanada.gc.ca/.

For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number (PBN): _____

1.10 Certification – Bid

SACC Manual Clause <u>A3015T</u> (2014-06-26)

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



knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive

1.11 Set-aside for Aboriginal Business

SACC Manual Clause <u>A300T</u> (2014-11-27)

- 1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see <u>Annex 9.4</u>, Supply Manual.
- 2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization. **OR**
 - ii. () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 4. The Bidder must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees. **OR**
 - ii. () The Aboriginal business has six or more full-time employees.
- 5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
 - By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete. (Complete <u>Annex G - Owner/Employee</u> <u>Certification - Set-aside for Aboriginal Business)</u>

CERTIFICATION SIGNATURE

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

- **1.1.** Certifications Precedent to Standing Offer Award
- **1.2.** Certification Contract
- **1.3.** Former Public Servant
- **1.4.** Ineligibility and Suspension Policy



- **1.5.** Integrity Provisions List of Names
- **1.6.** Status and Availability of Resources
- **1.7.** Education and Experience
- **1.8.** Insurance Requirements
- **1.9.** Procurement Business Number
- **1.10.** Certification Bid
- **1.11.** Set-aside for Aboriginal Business

Signature

Date

Name (print or type) of person authorized to sign on behalf of the Organization

Phone :

E-Mail :



PART 6 - RESULTING CONTRACT CLAUSES

1. Priority of Documents

The documents specified below will form part of and will be incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears must prevail over the wording of any document which subsequently appears on the list.

- the Articles of Agreement;
- Annex A, Clauses and Conditions
 Supplementary Conditions
 4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules
- General Conditions
 2010C (2022-01-28), Services (medium complexity)
- General Construction conditions
- Annex B, Basis of payment
- Annex C, Statement of Work (SOW)
- Annex D. Performance Evaluation
- the Contractor's proposal dated ______

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "_____" and the Contractor's technical bid dated ______.

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 issued by Public Works and Government Services Canada. https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual

3.1 General conditions

2010C (2022-01-28), Services (medium complexity) <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-</u> manual/3/2010C/20

3.2 General construction conditions for plumbing construction work up to a maximum value of \$20,000.00 (before taxes)

The following are the contract documents:

- (a) Contract page when signed by government of Canada;
- (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- (c) Plans and Specifications;
- (d) General Conditions:
 - GC1 General Provisions R2810D (2022-01-28);
 - GC2 Administration of the Contract R2820D (2016-01-28);
 - GC3 Execution and Control of the Work R2830D (2019-11-28);
 - GC4 Protective Measures R2840D (2008-05-12);
 - GC6 Delays and Changes in the Work R2865D (2019-05-30);
 - GC7 Default, Suspension or Termination of Contract R2870D (2018-06-21);
 - GC8 Dispute resolution R2880D (2019-11-28);



GC9 Contract Security R2890D (2018-06-21)

GC10 Insurance R2900D (2008-05-12);

(e) Allowable Costs for Contract Changes Under GC5 R2950D (2015-02-25);

(f) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;

(g) Any amendment incorporated by mutual agreement between government of Canada and the Contractor before acceptance of the bid; and

(h) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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

GC1.8 (2014-06-26) Laws, permits and taxes

- 1. The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
- 2. Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.

3.3 Supplementary Conditions

4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4. Security Requirements

There are no security requirements associated with this request.

5. Term of Contract

From Contract Award date for a one (1) year period.

5.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by an **additional four (4) years period** under the same terms and 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 appendix B Terms 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 Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6. Basis of Payment – Limitation of expenditure

For the Work described the Statement of Work in Annex C, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a limitation of expenditure of <u>\$XXXXXX</u>. (*insert the amount at contract award*) Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the 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 percent committed, or
- b) four (4) 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.

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.

7. Methods of 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.

8. Invoicing Instructions

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.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the following address for certification and payment



CANADIAN SPACE AGENCY 9F030 – FINANCIAL SERVICES Security and Facilities facturation-invoicing@asc-csa.gc.ca

One (1) copy must be forwarded to the Business owner

9. Electronic Payment of Invoices

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

10. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in ______. (*Insert the name of the province or territory.*)

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.

11. Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Séguin **Procurement and Contract Administration** Canadian Space Agency 6767 route de l'Aéroport Saint-Hubert, QC Canada J3Y 8Y9 Telephone: 438-364-1399 E-Mail: melanie.seguin@asc-csa.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.

12. Business owner

To be inserted at contract award.

Name: TBD Title: Senior Engineer, Project Management Space Utilization Canadian Space Agency Address: 6767, Route de l'Aeroport St-Hubert, Québec, J3Y 8Y9



Telephone:(450) 926-E-Mail:@asc-csa.gc.ca

The Business owner 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 Business owner, however the Business owner 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.

13. Contractor's Representative

The Contractor's Representative for the Contract is:

Name: Contractor: Telephone: XXX-XXX-XXXX E-Mail: XXX.XXXX@

14. Performance Evaluation

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

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

15. 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.

16. 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

17. Insurance Requirements

Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



18. Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at www.buyandsell.gc.ca under the heading "Supplier Dispute Management Process".

19. Contract Clauses

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, or by web at <u>www.opo-boa.gc.ca</u>.

20. Contract clause - Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.



ANNEX "B"

Basis of Payment

Pricing



During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

The Bidder should complete this pricing schedule and include it in its financial bid.

As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted **hourly rates and percentage profit on materials, all inclusive** (in Cdn \$).

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- (a) all travel and living expenses for work performed within the National Capital Region (NCR) and the Canadian Space Agency (CSA) in St-Hubert. The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <u>http://lawslois.justice.gc.ca/eng/acts/N-4/;</u>
- (b) any travel expenses for travel between the Contractor's place of business and the NCR and the CSA; and
- (c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to

TABLE 1 - Hourly rate for regular, standby and additional staff as outlined in Annex C Work schedule - Monday to Friday from 7:30 a.m. to 4:00 p.m.					
	Initial year	Option year 1	Option year 2	Option year 3	Option year 4
Plumber	 \$/hour	 \$/hour	\$/hour	\$/hour	 \$/hour

TABLE 2 – Hourly rate for regular staff, on-call staff and additional overtime staff Work schedule - Monday to Friday from 4:00 pm to 7:30 am					
	Initial year	Option year 1	Option year 2	Option year 3	Option year 4
Plumber	\$/hour	\$/hour	 \$/hour	 \$/hour	 \$/hour



TABLE 3 – Hourly rate for regular staff, on-call staff and additional overtime staff Work Schedule - Saturday, Sunday and Holidays					
	Initial year	Option year 1	Option year 2	Option year 3	Option year 4
Plumber	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

TABLE 4 – Profit percentage applicable to parts (if applicable)					
	Initial year	Option year 1	Option year 2	Option year 3	Option year 4
Percentage of profit applicable for pieces over \$500.00	%	%	%	%	%

The proposed staff must provide 24/7 service call answering services

For evaluation purposes only (evaluation will be done for the total of five (5) years)

- 250 hours per year (regular staff, and additional staff during normal working hours)
- 20 hours per year (regular and overtime staff)
- 10 hours per year (regular and overtime staff on weekends and holidays)
- 15,000.00 worth of parts per year X the applicable profit percentage



ANNEX C

STATEMENT OF WORK (SOW)



1.0 GENERAL

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

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

2.0 SCOPE OF WORK

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

2.1 Maintenance and repairs

- Adding fixtures to, maintaining and repairing sanitary systems in commercial buildings.
- Adding fixtures to, maintaining and repairing storm drainage systems in commercial buildings.
- Adding fixtures to, maintaining and repairing sanitary systems and heating water and chilled water systems in commercial buildings.
- Adding fixtures to, maintaining and repairing compressed air systems in commercial buildings.
- Adding fixtures to, maintaining and repairing steam systems in commercial buildings.
- Annual certification of backflow prevention devices.

2.2 Plumbing work in construction projects (up to a maximum value of \$20,000 with parts and labour included and before taxes)

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

3.0 PERSONNEL REQUIRED

3.1 Staff

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

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

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

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



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

The proposed staff must provide 24 / 7 service call answering services

3.2 Staff Training

Proposed personnel shall have completed or agree to complete within three (3) months of contract award the following training*:

- Health and safety course for construction work.
- Training for work at heights and a valid permit for the operation of lifting equipment.
- A training on lockout

* The cost of these training sessions will be assumed by the firm.

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

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

4.0 EQUIPMENT AND MATERIALS

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

5.0 DELIVERABLES

A weekly work order indicating the hours worked by each employee shall be submitted to the CSA representative for acceptance and shall serve as a valid document for billing verification.

6.0 PARTS, IF APPLICABLE

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

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



ANNEX D

Performance Evaluation Report



Contract #:				
Contractor's Name:	Award Amt:		Award Date:	
Contractor's Address:	Final Amt:		End Date:	
		Total Spen	t:	
		TA Contra	ct:	Yes No
Description of Work:		Amendme	nt History:	
			-	
Client Department:				
Project Authority	Procurement Authori	ty	PWGSC Contrac	ting Authority
Name:	Name:		Name:	
Telephone #:	Telephone #:		Telephone #	
e-mail:	e-mail:		e-mail:	
1. How do you rate the Contrac	ctor's overall performance	?		
below expectations] above expect	tations	
2. Resources				
a. Did the Contractor provide	the resources as identified in	their Proposal	?	🗌 Yes 🔲 No
b. Did the Contractor's resour				 □ Yes □ No
c. Were replacement resourc				☐ Yes ☐ No
	es requireu ?			
3. Replacement Resources				
a. Did the Contractor's reques	st to replace the resources im	mediately after	r Contract Aw ard?	🗌 Yes 🗌 No 🗌 NA
b. Did the Replacement Reso	urces meet the requirements of	of the RFP?		🗌 Yes 🗌 No 🗌 NA
c. How many times were the				
4. Was the Contract completed	d wihin the predetermined	1:		
a. Time Estimate?				🗌 Yes 🗌 No
b. Cost Estimate?			Yes No	
5. Were the required Reports	and Deliverables:			
a. In conformity with the Sco	be & Tasks of the SOW			🗌 Yes 🔲 No
b. Received in the specified t			Yes No	
6. Contract Management				
a. Did the Contractor deal wit	h performance issues in a tim	ely basis?		🗌 Yes 🗌 No 🗌 NA
b Did the Contractor submit t	he invoices in accordance wi	th the Invoicing	Instructions?	☐ Yes ☐ No
b. Did the Contractor submit the invoices in accordance with the Did the Contractor submit the invoices in accordance with the invoices in accordance withe the invoices in accordance with				Yes No
c. Did the Contractor submit the invoices in accordance with the			•	
d. Did the Contractor submit the invoices in accordance with the N			of Payment?	∐ Yes ∐ No
e. Did the Contractor respond to every TA Request?				∐ Yes ∐ No ∐ NA
f. Did the Contractor properly respond to every TA Request?				
7. Remarks				
	· · · · · · · · · · · · · · · · · · ·	9		



ANNEX E

INTEGRITY FORM

To be included with certifications (Section III : Certifications):



Dénomination complète de l'entreprise / Complete Legal Name of Company					
Adresse de l'entreprise / Company's address					
	NEA de l'entreprise / Company's PBN number				
Numár	a da l'appal d'affra / Paquaat far propagal'a pumbar				
Numer	o de l'appel d'offre / Request for proposal's number				
	conseil d'administration (Utilisez le format – Prénom, Nom d of Directors (Use format – First name, Last name				
1. Membre / Director					
2. Membre / Director					
3. Membre / Director					
4. Membre / Director					
5. Membre / Director					
6. Membre / Director					
7. Membre / Director					
8. Membre / Director					
9. Membre / Director					
10. Membre / Director					
Autres Membres / Other n	nembers				
Commentaires / Comments					



ANNEX F CANADA POST CORPORATION (CPC) CONNECTION SERVICE INSTRUCTIONS



Public Services and Procurement Canada (PSPC) is moving forward on its Procurement Modernization Initiative, which aims to simplify the procurement process. The Bid Receiving Unit is launching an electronic bid submissions pilot using Canada Post's (CPC) epost Connect online service.

What is epost Connect?

epost Connect is a secure, online service that allows users to share large, confidential files. Some of the service features include:

- large file transfers, allowing users to attach multiple 1 gigabyte (GB) files (any file type) in a single message
- the ability to track your electronic activity history
- privacy and security features that allow the processing of Protected B documents (which meet Government of Canada requirements).

Participants in the pilot project **will not incur any costs** for the use of the epost Connect service. **Please note** that a Canadian mailing address is required to use the epost Connect service. Should this be an issue for you, please contact us and we will be pleased to provide a work-around procedure to ensure you can still participate.

Benefits to businesses

Sending bid submission files via epost Connect means:

- a faster and more efficient bid submission process
- a green alternative to submitting paper files in-person, by mail or fax to a Bid Receiving Unit office
- a time and date stamp record for the upload of files in epost Connect

How to participate

Please confirm your participation to PSPC's Bid Receiving Unit at:

TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Once you have confirmed your participation, the Bid Receiving Unit will explain the next steps and invite you to create an epost Connect account.



ANNEX G

Owner/Employee Certification - Set-aside for Aboriginal Business (IF APPLICABLE)



If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

- I am ______ (insert "an owner" and/or "a full-time employee") of ______ (insert name of business), and an Aboriginal person, as defined in <u>Annex 9.4</u> of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
- 2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date