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## INVITATION TO TENDER

### ELECTROMECHANICAL UPGRADE AT THE ANTENNA SUPPORT BUILDING IN SASKATOON

**Bid Submission Deadline:  
October 26<sup>th</sup>, 2022 at 4:00 PM (EDT)**

**Submit Bids by CPC Connect service  
or by Fax 819-997-9776**

**Reference: CSA File No. 9F030-22-0121**

*Note:* Please read this invitation to tender carefully for further details on the requirements and bid submission instructions.



**September 28<sup>th</sup>, 2022**



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## PART 1 – GENERAL INFORMATION

This project is conditionally reserved for Aboriginal contractors under the Procurement Strategy for Aboriginal Business (PSAB). Both Aboriginal and non-Aboriginal contractors are 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.

### 1.1 Introduction

The bid solicitation is divided into six parts plus appendix and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Special Instructions for bidders: 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; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

### List of Annexes:

Appendix A - Bid and Acceptance Form  
Annex B - Basis of Payment  
Annex C - Statement of Work  
Annex D - Performance Evaluation Form  
Annex E - Integrity Form  
Annex F - Owner/Employee certification – Set-Aside for aboriginal business

### 1.2 Summary

The Canadian Space Agency intends to retain the services of a general contractor, qualified to practise and holding a Saskatchewan permit, to provide the necessary services to carry out the project of an electromechanical upgrade at the Antenna Support Building in Saskatoon (Saskatchewan).

- **Period of the Contract**  
From contract award date to March 31<sup>st</sup>, 2023.
- **Work location**  
The work will take place at the 305 Resources Row, Saskatoon, SK S7N 4V4.
- **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.



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### 1.3 Security Requirement

There are no security requirements associated with this requirement.

### 1.4 Trade Agreements

This procurement is not subject to any trade agreement.

### 1.5 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 **305 Resources Row, Saskatoon, SK S7N 4V4** on **October 12<sup>th</sup>, 2022**. **The site visit will begin at 10:00 am (CST)**.

Bidders are requested to communicate with the Contracting Authority no later than **October 5<sup>th</sup>, 2022** 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.

### 1.6 The Canada Post Corporation's (CPC) Connect service

Bids must be submitted to the Public Works and Government Services Canada (PWGSC) Bid receiving Unit via [CPC Connect service](#) by the date and time indicated on page 1 of the bid solicitation. For additional information, Bidders must refer to Part 2 - Special Instructions for bidders and Part 3 - Bid Preparation Instructions, of the bid solicitation document. For further information on [CPC Connect service](#), bidders must contact the Bid Receiving Unit by e-mail at: [TPSGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca).

### 1.7 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 (virtual).



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## **PART 2 – SPECIAL INSTRUCTIONS TO BIDDERS**

### **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.

#### **2.1.1 SACC Manual Clauses**

The document [R2410T \(2022-01-28\) - General Instructions to Bidders](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2410T/19) are incorporated by reference into and form part of the bid solicitation. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2410T/19>

### **2.2 Submission of Bids**

Bids must be submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit, using [CPC Connect service](#), the Bid Receiving Unit email address is:

[TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect service conversation, as detailed in Standard Instructions [2003 \(2022-03-29\) – Standard Instructions – Goods or Services, Section 08](#) or to send bids through an CPC Connect service message if the bidder is using its own licensing agreement for CPC Connect service.

**OR**

By facsimile number: (819) 997-9776.

by the date, time and place indicated in the bid solicitation.

## **DO NOT COPY THE CONTRACTING AUTHORITY**

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority [sophorn.sok@asc-csa.gc.ca](mailto:sophorn.sok@asc-csa.gc.ca) 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 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.



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## 2.4 Applicable Laws

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

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.

## 2.5 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.

## 2.6 Bid Challenge and Recourse Mechanisms

Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

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)

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.



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### **PART 3 - BID PREPARATION INSTRUCTIONS**

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

**Section I:** Financial Bid (Appendix A)

**Section II:** Certifications

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

If the Bidder chooses to submit its bid electronically using the CPC Connect service provided by Canada Post Corporation,

- Canada requests that the bidder submits its bid in accordance with [section 08, Transmission by facsimile or by Canada Post Corporation's \(CPC\) Connect service](#), of the 2003 standard instructions. Sub-section 2, Canada Post Corporation's Connect service, contains instructions and conditions;
- The [CPC Connect service](#) system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

#### **3.1 BID DOCUMENTS**

The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to bidders;
- c. General Instructions - Construction Service - R2410T (2022-01-28);
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Annexes; and
- g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these 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 - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6> for a description of allowable costs.

Bidders must submit their financial bid in accordance with the Bid and Acceptance form in Appendix A. The total amount of Goods and Services Tax must be shown separately, if applicable.

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 and Additional Information**

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





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## **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.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### **4.2 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.

### **4.3 Basis of Selection**

#### **4.3.1 Conditional set-aside (Procurement Strategy for Aboriginal Business)**

1. 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 ([http://www.ic.gc.ca/eic/site/ccc\\_bt-rec\\_ec.nsf/eng/h\\_00011.html](http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html)). 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.

#### **4.3.2 Lowest Evaluated Price**

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.

#### **4.3.3 Insufficient Funding**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or



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## APPENDIX A - BID AND ACCEPTANCE FORM

### IDENTIFICATION

Electromechanical upgrade at the antenna support building in Saskatoon  
305 Resources Row, Saskatoon, SK S7N 4V4

### BUSINESS NAME AND ADDRESS OF BIDDER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ PBN: \_\_\_\_\_

Email: \_\_\_\_\_

### THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ \* excluding applicable tax(es).  
(*amount in numbers*)

\* If possible, please also provide a cost breakdown of your financial proposal, if not provided it may be required before contract award.

### BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of sixty (60) days following the date of solicitation closing.

### ACCEPTANCE

Upon acceptance of the Contractor's offer by Canada, a Contract will be formed between Canada and the Contractor. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

### CONSTRUCTION TIME

The Contractor shall perform and complete the Work before March 31<sup>st</sup>, 2023.

### SIGNATURE

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Signature

Date

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



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## **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 Certification – Bid**

SACC Manual Clause [A3015T](#) (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.

#### **5.1.2 Procurement Business Number**

Suppliers are required to have a Procurement Business Number 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.

#### **5.1.3 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**; <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
- 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.



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#### 5.1.4 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. (See Annex E - Integrity Form).

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). (See Annex E - Integrity Form).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names

#### 5.1.5 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.

##### 5.1.5.1 Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [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.



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### 5.1.5.2 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 FPSs in receipt of a pension, as applicable:

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

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

### 5.1.5.3 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.

### 5.1.6 Compliance with applicable laws

By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.

For the purpose of validating the certification in paragraph 1) of G12, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.

Failure to comply with the requirements of paragraph 2) of G12 shall result in disqualification of the bid.

### 5.1.7 Insurance Requirements

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.



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### 5.1.8 Education and Experience

The Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 5.1.9 Procurement Set-aside for Aboriginal Business *(if applicable)*

This procurement is conditionally set aside under the federal government's Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, consult Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".

A. 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.

B. 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.

C. 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.

D. 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.

E. 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 Annex F - Owner/Employee Certification - Set-aside for Aboriginal Business)



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### 5.1.10 Certification - Contract

SACC Manual Clause [A3015C](#) (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.

### CERTIFICATION SIGNATURE

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

- 5.1.1 Certification – Bid
- 5.1.2 Procurement Business Number
- 5.1.3 Ineligibility and Suspension Policy
- 5.1.4 Integrity Provisions – List of names
- 5.1.5 Former Public Servant
- 5.1.6 Compliance with applicable laws
- 5.1.7 Insurance Requirements
- 5.1.8 Education and Experience
- 5.1.9 Procurement Set-aside for Aboriginal Business
- 5.1.10 Certification – Contract

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Phone : \_\_\_\_\_

E-Mail : \_\_\_\_\_



## 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 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex C and the Contractor's bid entitled \_\_\_\_\_, dated \_\_\_\_\_. *(To be inserted at contract award)*

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

The following are the contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Annexes attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses
  - GC1 General Provisions – Construction Services 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);
  - GC5 Terms of Payment R2850D (2019-11-28);
  - 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 R2884D (2016-01-28);
  - GC9 N/A
  - GC10 Insurance R2900D (2008-05-12);
  - Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
- e. Supplementary Conditions;
- 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 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 documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

#### 6.2.2 Supplemental general conditions

[4013 \(2022-06-20\) - Compliance with on-site measures, standing orders, policies, and rules](#), apply to and form part of the Contract.

### 6.3 Security Requirements

There is no security requirement applicable to this Contract.

### 6.4 Period of the Contract

The work is to be performed during the period of the contract award date to March 31<sup>st</sup>, 2023.





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## 6.5 Authorities

### 6.5.1 Contracting Authority

Sophorn Sok  
**Procurement and Contract Administration**  
Canadian Space Agency  
6767 route de l'Aéroport  
Saint-Hubert, QC  
Canada J3Y 8Y9  
Telephone : (514) 708-6583  
E-Mail: [sophorn.sok@asc-csa.gc.ca](mailto:sophorn.sok@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.

### 6.5.2 Business Owner

*(To fill in at award date)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Canadian Space Agency  
6767 route de l'Aéroport  
Saint-Hubert, QC  
Canada J3Y 8Y9  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

### 6.5.3 Contractor's Representative

*(To fill in at award date)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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



### 6.6.1 Methods of Payment – Progress Payments

1. Where the duration of the Work is greater than thirty (30) days, the Contractor shall be entitled to receive progress payments.
2. On the expiration of a payment period, the Contractor shall deliver to Canada
  - a. a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and
  - b. a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged.
3. Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
  - a. is in accordance with the Contract; and
  - b. was not included in any other progress report relating to the Contract.
4. Subject to GC5.2, and paragraph 6) of GC5.4, Canada shall pay the Contractor an amount that is equal to 90 percent of the value that is indicated in Canada's progress report.
5. Canada shall pay the amount referred to in paragraph 4) of GC5.4 not later than
  - a. 30 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 2) of GC5.4; or
  - b. 15 days after receipt by Canada of the Contractor's progress schedule or updated progress schedule, in accordance with GC3.1, "Progress Schedule", whichever is later.
6. In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 4 of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.
7. Where the duration of the Work is equal to or less than thirty (30) days, the Contractor shall, following the issuance of a Certificate of Completion in accordance with GC5.6, "Final Completion", receive a single payment as full consideration for the Work performed.

### 6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission". Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. a copy of the monthly progress report.

Claims must be distributed as follows for certification and payment:

- One (1) copy must be forwarded to the following address:

CANADIAN SPACE AGENCY  
**9F030 – FINANCIAL SERVICES**  
[facturation-invoicing@asc-csa.gc.ca](mailto:facturation-invoicing@asc-csa.gc.ca)

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



### 6.7.1 Invoice submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN) and Procurement Business Number (PBN);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 6.8 Electronic Payment of Invoices – Contract

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

### 6.9 Compliance

#### 6.9.1 Certifications and additional information

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

#### 6.9.2 Aboriginal Business Certification – [SACC Manual clause A3000C \(2022-05-12\)](#) (if applicable)

The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in Annex 9.4 of the Supply Manual.

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.

Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.



## 6.10 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.

## 6.11 Insurance

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.

## 6.12 Applicable Laws

The 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 as specified by the Bidder in its bid*).

## 6.13 Priority of Documents

If there is a discrepancy between the wordings 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 supplemental general conditions:
  - 4013 (2022-06-20) - Compliance with on-site measures, standing orders, policies, and rules
- (c) the Construction general conditions;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Statement of Work;
- (f) Annex D, Performance Evaluation Form;
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*);

## 6.14 Performance Evaluation

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

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

## 6.15 No responsibility to pay for work not performed due to closure of Government office

- a. Where the contractor, its employees, subcontractors, or agents are providing services on government premises under the contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the contractor for work that otherwise would have been performed if there had been no evacuation or closure
- b. If, as a result of any strike or lock-out, the contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the contractor for work that otherwise would have been performed if the contractor had been able to gain access to the premises



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## 6.16 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](http://www.buyandsell.gc.ca) under the heading "Supplier Dispute Management Process".

### 6.16.1 Dispute Resolution

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 [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

### 6.16.2 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



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## **ANNEX B / BASIS OF PAYMENT**

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

*(Proposal to be inserted at contract award)*



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## **ANNEX C / STATEMENT OF WORK**

**The following drawings and specifications documents, as an attachment to this invitation to tender, apply to and form part of the Statement of work:**

*9F030-22-0121 - Drawings and Specifications, Electrical*

*9F030-22-0121- Drawings and Specifications, Mechanical*

### **1. INVITATION**

The Canadian Space Agency intends to retain the services of a general contractor, qualified to practise and holding a Saskatchewan permit, to provide the necessary services to carry out the project of an electromechanical upgrade at the Antenna Support Building in Saskatoon (Saskatchewan).

### **2. IMPLEMENTATION**

#### **2.1 Labour**

Assign qualified labour to carry out work according to drawings and specifications.

Make sure that all assigned labour has the competency cards required by law.

#### **2.2 Equipment and tools**

Provide all equipment and tools necessary to perform the work.

#### **2.3 Materials**

Except as otherwise specified, supply, deliver and install all materials necessary for project performance.

#### **2.4 Occupational safety and health**

Ensure that all personnel assigned to the projects have received the health and safety training required by the legislation governing construction sites.

The selected contractor shall provide his health and safety procedure document.

Ensure that personnel comply with the OSH action plan.

#### **2.5 Corporate safety**

The contractor's employees working inside the building must register every day at the main desk and will be escorted at all time by a security guard.

#### **2.6 Service availability**

Establish the work schedule with the CSA manager once the contract has been awarded. Work generating a high level of noise will take place outside regular business hours.

All services shut down must be planned with the project manager and could be done outside the regular working hours.

Ensure that labour is able and available to carry out the work depending on the calendar, schedule and timetable agreed to by the Contractor and CSA.



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Throughout the work performance period, ensure that the CSA representative can communicate at any time with the Contractor to report a breakage or abnormal situation that could put occupants in danger, imperil the integrity of the facilities or compromise the Antenna Support Building corporate security.

### **2.7 Obligation of result**

The Contractor has an obligation of result and shall co-ordinate and plans all activities so as to be sure of achieving the project goals in terms of quality, schedule, cost control and the safety of individuals.





## ANNEX D / PERFORMANCE EVALUATION REPORT

Contract Number - N° du contrat		Project Number - N° du projet		Client Reference Number - N° de référence du client	
Description of work - Description des travaux					
Contractor's Business Name - Nom de l'entreprise			Contractor's Superintendent - Surintendant de l'entrepreneur		
Contractor's Business Address - Adresse de l'entreprise					
<b>Project Manager - Gestionnaire de projet</b>			<b>Contract Information - Information sur le contrat</b>		
Name - Nom			Contract Award Amount Montant du marché adjugé		Contract Award Date Date de l'adjudication du marché
Telephone No. - N° de téléphone		Fax No. - N° de télécopieur	Final Amount - Montant Final		Contract Completion Date Date d'achèvement du contrat
Cell No. - N° de cellulaire			No. of Change Orders Nombre d'ordres de changement		Final Certificate Date Date du certificat final
E-Mail Address - Adresse électronique					
<b>QUALITY OF WORKMANSHIP - QUALITÉ DES TRAVAUX EXÉCUTÉS</b>		<b>Category - Catégorie</b>		<b>Scale Echelle</b>	<b>Points Pointage</b>
This is the rating of the quality of the workmanship. At final completion the quality of the materials and equipment incorporated in the work must meet the requirements set out in the plans and specifications.  Il s'agit de l'évaluation de la qualité des travaux exécutés. À l'achèvement des travaux, la qualité des matériaux et de l'équipement doit satisfaire les exigences établies dans les plans et devis.		Unacceptable - Inacceptable Not Satisfactory - Non satisfaisant Satisfactory - Satisfaisant Superior - Supérieur		0 - 5 6 - 10 11 - 16 17 - 20	<input type="text"/> <input type="text"/> <input type="text"/>
<b>TIME - DÉLAI D'EXÉCUTION</b>					
This is the rating of the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date and allowing for conditions beyond the control of the contractor.  Il s'agit de l'évaluation du délai d'exécution des travaux en prenant en considération la date actuelle d'achèvement des travaux par rapport à la date originale (ou modifiée) et en tenant compte des conditions indépendantes de la volonté de l'entrepreneur.		Unacceptable - Inacceptable Late - En retard On time - A temps Ahead of Schedule - En avance sur le calendrier		0 - 5 6 - 10 11 - 16 17 - 20	<input type="text"/> <input type="text"/> <input type="text"/>
<b>PROJECT MANAGEMENT - GESTION DU PROJET</b>					
This is the rating of how the project as described in the drawings and specifications was managed including co-ordination, quality control, effective schedule development and implementation.  Voici l'évaluation de la façon dont le projet décrit dans les documents contractuels a été géré, y compris la coordination, le contrôle de la qualité, l'élaboration d'un calendrier efficace et la mise en oeuvre.		Unacceptable - Inacceptable Not Satisfactory - Non satisfaisant Satisfactory - Satisfaisant Superior - Supérieur Criteria not applicable Critère non applicable		0 - 5 6 - 10 11 - 16 17 - 20	<input type="text"/> <input type="checkbox"/> N/A <input type="checkbox"/> S/O
<b>CONTRACT MANAGEMENT - GESTION DU CONTRAT</b>					
This is the rating of how the contract was administered in accordance with the provisions expressed in the "front end" portion of the documents.  Voici l'évaluation de la façon dont le contrat a été administré conformément aux dispositions comprises dans la partie «prioritaire» des documents.		Unacceptable - Inacceptable Not Satisfactory - Non satisfaisant Satisfactory - Satisfaisant Superior - Supérieur Criteria not applicable Critère non applicable		0 - 5 6 - 10 11 - 16 17 - 20	<input type="text"/> <input type="checkbox"/> N/A <input type="checkbox"/> S/O
<b>HEALTH AND SAFETY - SANTÉ ET SÉCURITÉ</b>					
This is the rating of the effectiveness of how the occupational health and safety provisions (whether identified in the contract or those of provincial/territorial legislation or those otherwise applicable) were managed and administered.  Voici l'évaluation de l'efficacité avec laquelle les dispositions relatives à la santé et à la sécurité au travail (dans le contrat, dans les règlements provinciaux ou territoriaux ou dans tout autre document) ont été gérées et administrées.		Unacceptable - Inacceptable Not Satisfactory - Non satisfaisant Satisfactory - Satisfaisant Superior - Supérieur		0 - 5 6 - 10 11 - 16 17 - 20	<input type="text"/> <input type="text"/> <input type="text"/>
		<b>Total points Total du pointage</b>			<b>0 /</b>
Comments - Commentaires					
PWGSC TPSGC	Name - Nom		Title - Titre		Signature
					Date
PWGSC-TPSGC 2913 (05/2014)					


**ANNEX E / INTEGRITY FORM**

<b>Dénomination complète de l'entreprise / Complete Legal Name of Company</b>	
<b>Adresse de l'entreprise / Company's address</b>	
<b>NEA de l'entreprise / Company's PBN number</b>	
<b>Numéro de l'appel d'offre / Invitation to tender number</b>	
<b>Membres du conseil d'administration (Utilisez le format – Prénom, Nom) Board of Directors (Use format – First name, Last name)</b>	
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	
<b>Autres Membres / Other members:</b>	
<b>Commentaires / Comments</b>	



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**ANNEX F / OWNER/EMPLOYEE CERTIFICATION – SET-ASIDE FOR ABORIGINAL BUSINESS**

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

1. I am \_\_\_\_\_ (*insert “an owner” and / or “a full-time employee”*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled “Requirements for the Set-aside Program for Aboriginal Business”; and
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