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	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000067373</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-03-30</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on – le 2023-04-20</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time</p>	
	<p>F.O.B – F.A.B See herein</p>		
	<p>Address Enquiries to - Adresser toutes questions à James Molinski James.Molinski@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2024-03-31</p>		
	<p>Destination of Services / Destination des services Ontario</p>		
	<p>Security / Sécurité There is no security requirement applicable to the requirement.</p>		
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>			
<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
<p>Signature</p>		<p>Date</p>	



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PART 1 – GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to the requirement.

1.2 Statement of Work

Environment Canada has a requirement for fire systems upgrades in Ontario as detailed in the Statement of Work, **Annex A**, to the bid solicitation. The term of the Contract is from award to March 31, 2024.

The Contractor's main responsibilities are fire system upgrades at the Centre for Atmospheric Research Experiments (CARE) Building located in Egbert, Ontario.

1.3 Debriefings

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



PART 2 - BIDDER INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PSPC/PWGSC [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada.

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

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: “Bids may be submitted by facsimile if specified in the bid solicitation.”

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: “the Procurement Business Number of each member of the joint venture,”

Insert: “Deleted”

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: “Deleted”

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: “sixty (60) days”

Insert: “one hundred and twenty (120) days”



2.2 Submission of Bids

Bids must be submitted to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Former Public Servant – Competitive Bid

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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



If so, the Bidder must provide the following information:

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than (seven) (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading [Bid Challenge and Recourse Mechanisms](#) contains information on potential complaint bodies such as:

Office of the Procurement Ombudsman (OPO)
Canadian International Trade Tribunal (CITT)

- c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.7 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 6248 8th Line, Egbert, ON L0L 1N0 on April 4, 2023. The site visit will begin at 11:30am, in the main building lobby.



Bidders are requested to communicate with the Contracting Authority no later than April 3, 2023 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: James Molinski

Solicitation Number: 5000067373

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Bid

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

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid



- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price in accordance with the Basis of Payment in Annex "B".

- 1.5 Bidders should include the following information in their financial bid:
 - (a) Their legal name; and
 - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e., parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

4.2.1. Mandatory Technical Criteria

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

Mandatory Technical Evaluation Criteria are included in Attachment 1 to Part 4.

4.2.2. Point Rated Technical Criteria

Bidders must obtain a minimum overall score of 30 points in order for its bid to be considered responsive.

Point Rated Technical Criteria is included in Annex Attachment 1 to Part 4

4.3 Financial Evaluation

4.3.1 Evaluation of Price

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

4.3.2 Financial Maximum

The maximum funding available for the Contract resulting from the bid solicitation is \$60,000.00 (Applicable Taxes included). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.4 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical and financial criteria;and



- (c) Bidders must obtain a minimum overall score of **30 points** in the point rated technical criteria in order for its proposal to be considered responsive.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$100,000.00 (100).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	40/50	35/50	30/50
Bid Evaluated Price	\$35,000.00	\$32,000.00	\$30,000.00
Calculations			
Technical Merit Score	$40/50 \times 60 = 48$	$35/50 \times 60 = 42$	$30/50 \times 60 = 36$
Pricing Score	$30/35 \times 40 = 34.28$	$30/32 \times 40 = 37.5$	$30/30 \times 40 = 40$
Combined Rating	82.28	79.5	76.0
Overall Rating	1st	2nd	3rd



ATTACHMENT “1” TO PART 4,

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

MANDATORY TECHNICAL CRITERION	Reference to Page Number in Proposal [Bidder to complete]	Compliant (Yes / No) [ECCC to complete]
M1. The Bidder must demonstrate that they possess a certificate of Authorization for a period not less than 10 years. Bidders must provide a copy of their certificate with their proposal to demonstrate they meet this requirement. Certificate of Authorization from Professional Engineers Ontario (peo.on.ca)		



POINT RATED TECHNICAL CRITERIA		Maximum Points	Points received
R1	<p>The Bidder should demonstrate that its key personnel has experience that includes projects of Fire Systems upgrades installation namely water storage pond, fire hydrant and associated piping including drilled well and cistern system.</p> <p>Key personnel for Criterion R1 is defined as one designated resource that will lead the project from start to finish. If more than one resource is proposed only the first resource proposed will be assessed.</p> <p>Score Breakdown:</p> <p>Key personnel with related experience between 0-4 years'; score: 2.</p> <p>Key personnel with related experience between 5-9 years'; score: 5.</p> <p>Key personnel with 10 years' of related experience or more; score: 10.</p>	10	
R2	<p>The Bidder should demonstrate that its key personnel has relevant experience that is defined as experience that includes projects of Fire Systems upgrade and water pond and lining replacement, fire hydrant.</p> <p>Key personnel for Criterion R2 is defined as one designated resource that will oversee the mechanical, plumbing and engineering of the project. If more than one resource is proposed only the first resource proposed will be assessed.</p> <p>Score Breakdown:</p> <p>Project team with relevant experience and training between 0-4 years'; score: 2.</p> <p>Project team with relevant experience and training between 5-9 years'; score: 5.</p> <p>Project team with relevant experience and training of 10 years' or more; score: 10.</p>	10	
R3	<p>The Bidder should demonstrate that it has completed three (3) projects within the last five (5) years at date of bid closing with fire systems.</p> <p>The Bidder should complete the Bidder Experience Table found at Attachment 2 to Part 4 or provide the equivalent information.</p> <p>Projects should include:</p> <ul style="list-style-type: none"> - Dates - Description/scope/scale - System upgrade type <p>Score Breakdown:</p> <p>Bidders with 1 project; score: 5.</p> <p>Bidders with 2 projects; score: 10.</p> <p>Bidders with 3 or more projects; score:15.</p> <p>Projects completed simultaneously will be considered</p>	15	



R4	<p>Approach Design the firefighting systems for the building. Explain what approach will be used to meet the following objectives:</p> <ul style="list-style-type: none"> a) How the Bidder will utilize the combination of pond water or drilled well for the provision of water service to the fire hydrant. b) How the Bidder will ensure there is a sufficient quantity of water for adequate fire fighting operations by the local fire department during the summer and winter seasons. c) How the Bidder will provide fire hydrant connection for the fire trucks in an accessible location to draw water. <p>Score Breakdown: Approach is comprehensive and fully meets objectives – score 5 Approach is fair and meets some of the objectives – score 3 Approach is poor and does not meet objectives – score 1</p>	5	
R5	<p>Methodology Provide details of how to meet the intent and provide solutions that meet the following objectives:</p> <ul style="list-style-type: none"> a) How the Bidder will utilize the combination of pond water or drilled well for the provision of water service to the fire hydrant. b) How the Bidder will ensure there is a sufficient quantity of water for adequate fire fighting operations by the local fire department during the summer and winter seasons. c) How the Bidder will provide fire hydrant connection for the fire trucks in an accessible location to draw water. <p>Score Breakdown: Methodology is comprehensive and fully meets objectives – score 10 Methodology is fair and meets some of the objectives –score 6 Methodology is poor and does not meet objectives – score 3</p>	10	
TOTAL POINTS		50	



ATTACHMENT "2" TO PART 4

BIDDER EXPERIENCE TABLE

The Bidder must complete the following table or provide the equivalent information in its bid to demonstrate its experience for Rated Technical Criteria R3.

The Bidder may add rows for additional projects, as required.

Bidder's Experience		
Company Name:		List each applicable criterion
Project:		
Client		
Start Date		
End Date		
Project Description:		
Project:		
Client		
Start Date		
End Date		
Project Description:		
Project:		
Client		
Start Date		
End Date		
Project Description:		



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1. Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](#), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity [FCP Limited Eligibility to Bid](#) list available from Employment and Social Development Canada (ESDC) - Labor's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the [FCP Limited Eligibility to Bid](#) list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.3 Education and Experience

SACC *Manual* clause [A3010T](#) (2010-08-16) Education and Experience



PART 6 - Insurance - Proof of Availability Prior to Contract Award

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 in Annex C.

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.



PART 7 - RESULTING CONTRACT

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. (*at contract award, delete this sentence and add the title of the requirement*)

Title:

7.1 Security Requirement

7.1.1 There is no security requirement applicable to the Contract.

7.2. Statement of Work

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

7.3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGSC *Standard Acquisition Clauses and Conditions Manual* issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "36 Liability"

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

A. For professional services requirements where the deliverables are copyrightable works:

At Section 19 Copyright

Delete: In its entirety



Insert: "1.

In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to the Contractor.

3. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise all rights comprised in the Material, for any non-commercial government purposes. Canada may use independent contractors in the exercise of Canada's license pursuant to this clause.

4. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material.

6. Copyright in any improvement, modification or translation of the Material made by or for Canada belongs to Canada. Canada agrees to reproduce the Contractor's copyright notice, if any, on all copies of the Material, and to acknowledge the Contractor's title to the copyright in the original Work on all copies of translations of the Material effected by or for Canada.

7. No restrictions other than those set out in this section must apply to Canada's use of the Material or of translated versions of the Material."

7.4. Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024

7.5. Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____

Title: _____

Environment and Climate Change Canada

Procurement and Contracting Division

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____



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

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ___ - ___ - _____
Facsimile: ___ - ___ - _____
E-mail address: _____

The Technical Authority named above 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 Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Contractor's Representative

Name: _____
Title: _____
(Legal & Operating Company Name): _____
Address: _____

Telephone: ___ - ___ - _____
Facsimile: ___ - ___ - _____
E-mail address: _____

7.6. Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert the amount at contract award). Customs duties are _____ (insert "included", "excluded" OR "subject to exemption") and Applicable Taxes are extra.



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

7.7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.8. Invoicing Instructions

7.8.1 Multiple Payments

Canada will pay the Contractor upon completion and delivery of deliverable 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 delivered has been accepted by Canada.

7.9. Certifications and Additional Information

7.9.1 Compliance

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

7.10. Applicable Laws

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

7.11. Priority of Documents



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

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2022-12-01)
- (C) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*"), as clarified on _____" **or** ", as amended on _____" *and insert date(s) of clarification(s) or amendment(s)*).

7.12. Insurance

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13. Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" **Dispute Resolution**".



ANNEX "A"

STATEMENT OF WORK

1. Background

The existing fire protection systems of the main complex of the Centre for Atmospheric Research Experiments (CARE) building need repairs and renewal. These systems are original to the building and are at the end of their life cycle. The systems include fire pond investigations/coordination with the municipality, and building permits.

A recent design was completed by Stantec in 2022 on upgrades to fire alarm systems, replacement of emergency lighting, associated fire stopping, integrity of exits and door hardware upgrade to meet exit requirements and replacement. This contract will include additional design as narrated here along with the recent design completed and the Consultant will prepare a complete tender package.

2. Terminology

The Contractor is referenced as the Consultant in this Annex A, Statement of Work.

2. Location

Centre for Atmospheric Research Experiments (CARE)
6248 8th Line,
Egbert, ON
L0L 1N0

3. Preparation of Construction Documentation & Specifications:

The Contractor will be responsible for the following:

1. The Contractor must conduct an onsite assessment based on the current state of the building and design the building systems to meet National Building Code of Canada 2015 and National Fire Code of Canada 2015. The assessment must include and correct all deficiencies with the current systems.
2. Services required Fire systems/ Plumbing, mechanical and electrical engineering to design fire hydrant system and associated piping with water source and powering the pumps .
3. **Water storage pond-** Fire Fighting operations.
The reservoir appeared to be functioning, and no major deficiencies were noted. It is recommended to replace the lining of the pond and expanding the footprint or making it a deep pond. Alternatively design a water cistern system of pumps and design piping with a drilled well dedicated to the Fire Hydrant. Contractor to review all possible solutions with the Local Fire department and decide on one solution with the concurrence of the Technical Authority.
4. **A Fire Hydrant** connection is required to the pond. To design a system of hydrant connection so fire trucks can park on the upper deck and connect to the fire hydrant. Consult with the local fire department for connection type and location.
5. **Fire alarm system upgrade**
Upgrade the fire alarm system for the building to include the hydrant connection.
6. **Building Code Compliance Requirements:**
The governing codes for this facility are but are not limited to the National Building Code of Canada 2015 (NBC), National Fire Code (NFC) and associated acceptable solutions Volume 2 Division B, appendix A of NBCC for this purpose.
Prepare as-built drawings after the completion of the construction.
7. Issue clarifications by Addenda when asked by bidders.



4. Construction Site Review

1. Provide construction site review. Ensure compliance with contract documents.
2. Assess the quality of work and identify in writing to the Contractor and to the Technical Authority all defects and deficiencies observed at the time of such reviews.
3. Any directions, clarifications or deficiency list must be issued in writing to the Technical Authority
4. Issue reports of assessments.
5. Review Shop Drawings during construction.
6. Provide final reviews of the completed project, deficiency reports and ultimately final certification of the construction work.
7. Prepare record drawings and review the maintenance binder for final submission to the building operations.
8. Provide contract administration services during construction and certifying the payment certificates. The Consultant will be providing all technical reviews during construction.
9. Coordinate work with Stantec on the original design completed in 2022 for any clarifications and amendments.

4. Schedule

Item Completed by

Construction Documents 50%	4 Weeks after Contract award
Construction Documents 100%	4 weeks
Issued for Tender	4 weeks

5. Deliverables

1. 50% & 100% Submission:

Complete specification and working drawings.

2. Issued for Tender:

Complete specification and SEAL IFT drawing

3. Issued for Construction:

Complete specification and SEAL IFC drawings.

4. Final Submission:

Provide the following:

Complete set of originals of the working drawings & specifications. Electronic copies of drawings and specifications to ECCC Project Manager (Autocad and PDF) Written reports on the progress of the work.

5. Additional detail drawings when required to clarify, interpret or supplement the Construction Documents.

6. Final inspection report.

7. Record drawings /As-built drawings.

8. USB containing all the CAD & specs.



ANNEX "B"

BASIS OF PAYMENT

Payments will be made as follows:

#	Deliverable	Amount
1	50% & 100% Submission	\$ _____
2	Issued for Tender	\$ _____
3	Issued for Construction	\$ _____
4	Final Submission	\$ _____
5	Additional Detail Drawings	\$ _____
6	Final Inspection Report	\$ _____
7	Record drawings /As-built drawings	\$ _____
8	USB containing all the CAD & specs	\$ _____
	TOTAL EVALUATED PRICE (Excluding Applicable Taxes)	\$ _____
	APPLICABLE TAXES	\$ _____
	TOTAL INCLUDING APPLICABLE TAXES	\$ _____



ANNEX "C"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.