

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

REQUEST FOR PROPOSAL

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

**Bid Submission Deadline:
September 16, 2015, at 2:00 p.m. EDT**

Submit Bids to:

Canadian Space Agency
TENDERS RECEPTION OFFICE
Receiving/Shipping

From Monday to Friday between 8:00 a.m. and 4:30 p.m. (closed between 12:00 p.m. and 1:00 p.m.)

6767 route de l'Aéroport
Saint-Hubert, Quebec J3Y 8Y9
Canada

Attention: Claudine Morin
Email: soumissionscontracts@asc-csa.gc.ca

Reference: CSA File No. **9F030 – 20150391**

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



August 27, 2015

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

TABLE OF CONTENTS

PART 1 – GENERAL INFORMATION

1. Introduction
2. Submission of a Bid
3. Summary
4. Communications notification
5. Debriefings

PART 2 – BIDDER INSTRUCTIONS

1. Standard instructions, clauses and conditions
2. Submission of Bids
3. Enquiries - Bid solicitation
4. Optional Site visit
5. Applicable laws
6. Ombudsman clause

PART 3 – BID PREPARATION INSTRUCTIONS

1. General
2. Price
3. Business name and address of the Bidder

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation procedures
2. Financial evaluation
3. Basis of selection
4. Bids evaluation
5. Mandatory criteria applicable to the Contractor
6. Mandatory criteria applicable to employees

PART 5 – CERTIFICATIONS

1. Certifications precedent to contract award

PART 6 – SECURITY REQUIREMENTS

1. Security requirement

PART 7 – RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard clauses and conditions
3. General conditions
- 3.1 Supplementary General Conditions for construction work in electrical area up to \$10,000.00
4. Contract period
5. Option to extend the Contract period
6. Contracting Authority
7. Project Authority
8. Contractor's representative
9. Basis of Payment – Limitation of expenditures
10. Certifications
11. Applicable laws
12. Replacement of specific individuals
13. Priority of documents
14. Performance evaluation report
15. Procurement Ombudsman – Dispute resolution services
16. Procurement Ombudsman – Contract administration
17. Government site regulations

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

LIST OF APPENDICES

Appendix A - Statement of Work

Appendix B - Unit Price Table

Appendix C - Performance Evaluation Report

Provide various electrical services at the Canadian Space Agency (CSA) in St-Hubert

PART 1 - GENERAL INFORMATION

1. Introduction

The Bid solicitation and resulting Contract document is divided into seven parts plus annexes as follows:

Part 1 – General information: provides a general description of the requirement;

Part 2 – Bidder instructions: provides the instructions, clauses and conditions applicable to the Bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the Bid solicitation;

Part 3 – Bid preparation instructions: provides Bidders with instructions on how to prepare their Bids;

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, if applicable, and the basis of selection;

Part 5 – Certifications: includes the certifications to be provided;

Part 6 – Security requirement; and

Part 7 – Resulting Contract clauses: includes the clauses and conditions that will apply to any resulting Contract.

2. Submission of a Bid

Submission of a Bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

General instructions to Bidders are incorporated by reference and 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 website at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

3. Summary

Description and requirement

The purpose of this Request for Proposal (RFP) is to solicit Bids from interested Canadian organizations specializing in various types of electrical work (including parts and labour) to be carried out at the Canadian Space Agency (CSA) in St-Hubert.

Interested Bidders are required to submit their Proposals in accordance with the instructions provided in this RFP. A description of the Work to be completed under this requirement is provided in the Statement of Work attached hereto as **Appendix A**.

4. 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.

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

5. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

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 SACC Manual issued by PWGSC.

The Manual is available on the PWGSC website at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

Bidders that 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 (2015-07-03) Standard Instructions – Goods or services – Competitive requirements are incorporated by reference into and form part of the bid solicitation.

- Remove points 4 and 5 of section 2003 01

2. Submission of Bids

THE BID SUBMISSION DEADLINE IS INDICATED ON THE FIRST PAGE OF THIS DOCUMENT. It is the CSA's policy to return, unopened, Bids received after the stipulated Bid solicitation closing date and time, unless they qualify as a delayed Bid.

Bidders are required to deliver their Bids to the following address:

Canadian Space Agency
TENDERS RECEPTION OFFICE
Receiving/Shipping (between 8:00 a.m. and 4:30 p.m.)
6767 route de l'Aéroport
Saint-Hubert, Quebec J3Y 8Y9
Canada

Attention: Claudine Morin

Proposals can also be sent by email at the following address: soumissionscontracts@asc-csa.gc.ca.

Proposals sent by fax will not be accepted.

3. Enquiries - Bid solicitation

All enquiries must be submitted in writing to the Contracting Authority (Claudine.morin@asc-csa.gc.ca) no later than five (5) 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

Provide various electrical services at the Canadian Space Agency (CSA) in St-Hubert

detail in order to enable the Government of Canada to provide an accurate answer. Technical enquiries that are of a “proprietary” nature must be clearly marked “proprietary” for each relevant item. Items identified as “proprietary” will be treated as such except where the Government of Canada determines that the enquiry is not of a proprietary nature. The Government of Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a format that can be distributed to all Bidders may not be answered by the Government of Canada.

4. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **September 08, 2015, at 11h00am at the Canadian Space Agency, 6767 route de l'aéroport, Saint-Hubert, Quebec, J3Y 8Y9**. Bidders are requested to communicate with the Contracting Authority one (1) day before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or 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.

* For the site visit, you have to bring an identification card that you will show at the reception.

* For the site visit, it is recommended bringing the request for proposals documentation with you to be able to take notes.

5. Applicable laws

Any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in effect in the province of Quebec. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their Bid by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

6. Ombudsman clause

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to file complaints regarding the award of Contracts under \$25,000 for goods and under \$100,000 for services. Bidders may raise issues or concerns regarding the solicitation, or the award resulting from it, by contacting the OPO by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca. For more information on the OPO services available, please visit the OPO website at www.opo-boa.gc.ca.

PART 3 - BID PREPARATION INSTRUCTIONS

1. General

Bidders must send **the original** Proposal (an email copy is acceptable), before the specified deadline (date and time), to the address shown on Page 1 of the RFP. Proposals may be submitted in English or French.

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

2. Price

The Financial Proposal must indicate a detailed breakdown of the total quoted price. The proposed Basis of Payment should be **as indicated in Appendix B**.

Please provide your financial proposal in a separate document.

The price of Bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded, FOB destination, customs duties and excise taxes included.

The Government of Canada requests that Bidders follow the instructions below when preparing their Bids:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the Bid solicitation;
- (c) include the certifications as a separate section of the Bid;
- (d) Bidders must present their Financial Proposal in accordance with the Basis of Payment; and
- (e) the total amount, including GST or Harmonized Sales Tax (HST), if applicable, must be indicated separately.

3. Business name and address of Bidder

1) Name: _____

2) Address: _____

3) Telephone: _____ Fax: _____

4) Email: _____

5) Email for financial questions: _____

6) Procurement Business Number (PBN): _____

7) Tax number: _____

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation procedures

Proposals will be evaluated in accordance with all the criteria contained in this RFP.

2. Financial evaluation

SACC Manual clause A0220T (2014-06-26) Evaluation of price.

3. Basis of selection

Bids must comply with the Bid preparation instructions to be declared responsive. The responsive Bid with the lowest evaluated price will be recommended for award of a Contract.

Provide various electrical services at the Canadian Space Agency (CSA) in St-Hubert

4. Bids evaluation

The proposals will be evaluated according to the two following criteria, classified by order of importance:

1. answer to the mandatory criteria mentioned below AND;
2. lowest price.

5. Mandatory Criteria applicable to the Contractor

You must provide the documents indicated below along with your bid. Failure to do so will result in automatic rejection of your bid.

- The company shall be licensed by the Régie du bâtiment du Québec in category 16 - electricity with at least ten (10) years' experience.
- The company shall hold a minimum \$2,000,000 professional and civil liability insurance policy.
- The company shall be registered with the Commission de la santé et de la sécurité au travail (CSST)

6. Mandatory criteria applicable to employees

- **Electrician**

The proposed employees must have journeyman competency certificates with a Class C CONSTRUCTION professional qualification in electricity and have a minimum of 30,000 hours of experience in the construction industry.

***The firm must submit with its bid all of the requested documents (licences, insurance, résurés, competency certificates and proof of training of the employees that the firm plans to use, if applicable). If these documents are not included with the bid, the bid will be rejected automatically.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a Contract. The Government of Canada will declare a Bid non-responsive if the required certifications are not complete and submitted as requested.

Certifications provided by Bidders to the Government of Canada are subject to verification by the Government of Canada during the Bid evaluation period (before award of a Contract) and after award of a Contract. The Contracting Authority reserves the right to request additional information to verify the certifications of Bidders before award of a Contract. Bids will be declared non-responsive if any certification submitted by the Bidders is false, whether knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the Bid non-responsive.

1. Certifications precedent to Contract award

The certifications listed below should be complete and submitted with the Bid but may be submitted afterwards. If any of these required certifications is not complete and submitted as

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a 24-hour time frame to meet the requirement. Failure to comply with the request of the Contracting Authority will render the Bid non-responsive.

A. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION

By submitting a Bid, the Bidder certifies that it, 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 "Limited Eligibility to Bid List" (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available on the Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada reserves 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.

B. LEGAL ENTITY AND CORPORATE NAME

1. The Bidder hereby certifies that it is a (circle one)
- a. sole proprietorship
 - b. partnership
 - c. corporate entity

2. It was registered or formed under the laws of

3. Controlling interest/ownership (name if applicable) of the organization is held in the country of

4. Any resulting Supply Arrangement or Contract may be executed under the following corporate full legal name and at the following place of business:

C. CODE OF CONDUCT FOR PROCUREMENT

1) The Bidder confirms that it has read the Code of Conduct for Procurement (<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tdm-toc-e.html>) and agrees to be bound by its terms.

2) The Bidder certifies that:

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

(a) no corruption and no collusion took place in the preparation of its Bid; and

(b) it has not committed an offence under section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or purchasing office), section 380 (Fraud) or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

D. ATTESTATION – FORMER PUBLIC SERVANT

Contracts with former public servants (FPSs) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on Contracts with FPSs, Bidders must provide the information below.

1.1 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.

1.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder an 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:

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

- a. name of former public servant; and
- 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 an FPS 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: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

1.3 Work force reduction program

Is the Bidder an FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of FPS;
- 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; and
- g. number and amount (professional fees) of other Contracts subject to the restrictions of a work force reduction program.

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

E. CERTIFICATION OF EDUCATION AND EXPERIENCE

The bidder hereby certifies that all statements made with regard to the education and experience of individuals proposed for completing the subject work are accurate and factual. The CSA/DFL reserves the right to verify any information provided in this regard. Untrue statements may result in the proposal being declared non-compliant or in other actions which the CSA/DFL may consider appropriate.

F. CERTIFICATION OF AVAILABILITY

The bidder certifies that, should it be authorized to provide services under any standing offer resulting from this RFSO, the individuals proposed in its bid will be available to commence performance of the work within the time specified in the RFSO, and will remain available to perform the work in relation to the fulfilment of the requirement. Once the standing offer is issued, proposed substitutes must achieve the same rated qualifications score (or greater) as the original resource at a rate no higher than the original resource being replaced and will be subject to approval by the project authority.

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

G. TRAINING

The proposed employees must have taken the following training courses* or must undertake to take the following training courses* within the three-month period following the contract award:

- a course in overhead work; the employee must have a valid permit to operate lifting equipment;
- a course in lock-out procedures;
- a course in occupational safety and health in construction projects;
- a course in workplace first aid.

*Course fees will be paid by the firm.

H. LANGUAGE REQUIREMENTS

The employees must be able to communicate in French.

I. CERTIFICATION

By submitting a bid, the bidder certifies that the information submitted by the bidder in response to the above requirements is accurate and complete.

CERTIFICATION SIGNATURE

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

- A. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION;
- B. LEGAL ENTITY AND CORPORATE NAME;
- C. CODE OF CONDUCT FOR PROCUREMENT;
- D. ATTESTATION – FORMER PUBLIC SERVANT;
- E. CERTIFICATION OF EDUCATION AND EXPERIENCE;
- F. CERTIFICATION OF AVAILABILITY;
- G. TRAINING;
- H. LANGUAGE REQUIREMENTS.

SIGNATURE

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

Signature

Date

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

PART 6 – SECURITY REQUIREMENTS

1. Security requirements

The work to be performed under this RFP do requires a reliability status. However, the employees will have to meet the requirements to have access to the building.

A security check will be done for all regular staff who will be working at the CSA. Staff will have to obtain the request security requirement or they will have to be escorted if the security clearance is not obtained.

PART 7 – RESULTING CONTRACT CLAUSES

1. Description of requirement

The Contractor shall perform and complete the Work as per the Statement of Work in Appendix A.

The Work must be performed at the Canadian Space Agency (CSA) at 6767 route de l'aéroport, Saint-Hubert, Quebec J3Y 8Y9.

2. Standard clauses and conditions

All conditions and clauses identified herein by title, number and date are set out in the SACC Manual issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC website at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

3. General Conditions

2010C (2015-07-03) General Conditions – services (medium complexity) apply to and are an integral part of the Contract.

- Remove paragraphs 4 and 5 of clause 2010C 27.

3.1 Supplementary General Conditions for construction work in electrical area up to 10,000.00 (before tax)

The following are the contract documents:

- (a) Contract page when signed by government of Canada;
- (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- (c) Plans and Specifications;
- (d) General Conditions:
 - (i) GC1 General Provisions R2810D (2015-07-09);
 - (ii) GC2 Administration of the Contract R2820D (2015-02-25);
 - (iii) GC3 Execution and Control of the Work R2830D (2015-02-25);
 - (iv) GC4 Protective Measures R2840D (2008-05-12);
 - (v) GC5 Delays and Changes in the Work R2860D (2013-04-25);
 - (vi) GC6 Default, Suspension or Termination of Contract R2870D (2008-05-12);
- (e) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25).

The documents identified by title, number and date in paragraph 1) of indent 2 are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual,

Provide various electrical services at the Canadian Space Agency (CSA) in St-Hubert

issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

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

4. Period of the work

The period of the contract to be issued in response to this RFP will be for two (2) year from the date of the award of the contract.

5. Option to extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of this Contract by a period of three (3) years, one year at the time, under the same terms and conditions. Canada may exercise this option at any time by sending a notice to the Contractor at least 30 calendar days prior to the Contract expiry date.

The Contractor agrees that, during the extended period of the Contract, the rates/prices will be in accordance with the provisions of the Contract.

6. Contracting Authority

The Contracting Authority for this RFP and any resulting Contract is:

Claudine Morin
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert, Quebec J3Y 8Y9
Canada
Telephone: 450-926-4427
Fax: 450-926-4969
Email: Claudine.morin@asc-csa.gc.ca

The Contracting Authority is responsible for managing 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. Project Authority

To be inserted at Contract award.

8. Contractor's representative

To be inserted at Contract award.

9. Basis of Payment – Limitation of expenditures

Canada's total liability to the Contractor under the Contract must not exceed the amount indicated at Appendix B, GST or HST is extra, if applicable.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been

Provide various electrical services at the Canadian Space Agency (CSA) in St-Hubert

approved, in writing, by the Contracting Authority before being integrated into the Work. The Contractor must not perform any Work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed;
- b) four (4) months before the Contract expiry date; or
- c) as soon as the Contractor considers that the Contract funds provided are inadequate for the completion of the Work.

Whichever comes first.

If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

10. Certifications

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

11. Applicable laws

Any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in effect in the province of Quebec, and the relations between parties will be determined by these laws.

12. Replacement of specific individuals A7017C (2008-05-12)

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Government of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Government of Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority

Provide various electrical services at the Canadian Space Agency (CSA) in St-Hubert

does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

13. Priority of documents

The documents listed below form part of and are incorporated into this Contract. If there is a discrepancy between the wording of one document and the wording of any other document that appears on the list, the wording of the document that appears first on the list shall prevail over the wording of any document that subsequently appears on the list:

- a) the Contract document, including appendices;
- b) General Conditions as per indication above;
- c) Appendix C, Statement of Work;
- d) the supplier's Proposal dated _____ (insert the date of the Proposal) *(if the Proposal has been clarified or revised, insert the date when the Contract was issued: "clarified on _____" or "modified on _____" and insert the dates of clarifications or amendments).*

14. Performance evaluation report

Bidders should 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.

A Contractor Performance Evaluation Report Form is used to record the performance.

15. Procurement Ombudsman – Dispute resolution services

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, on request and consent of the parties, participate in an alternative dispute resolution process to resolve any dispute between the parties with respect to the interpretation or application of terms and conditions in this Contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa-opo.gc.ca.

16. Procurement Ombudsman – 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 Contractor with respect to the administration of this 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, and the interpretation and application of the terms and conditions and the Scope of the Work of this Contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

17. Government site regulations

The Contractor must comply with all regulations, instructions and directives in effect on the site where the Work is performed.

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

APPENDIX A

STATEMENT OF WORK

Provide various electrical services at the Canadian Space Agency (CSA) in St-Hubert

1.0 GENERAL

The Canadian Space Agency (CSA) seeks a specialized electrical contractor (Régie du bâtiment du Québec, Category 16) who will provide electrician services on the site on a permanent basis.

The John H. Chapman Space Centre is a building with 30,000 square metres of space built in 1993. About 50% of the building's floor area is taken up by offices, 35% by special-purpose activities (laboratories, control centre, etc) and 15% by services.

2.0 SCOPE OF WORK

The objective of this assignment is to provide skilled workers to carry out the tasks described in these Specifications that pertain to construction work and electrical repairs and maintenance.

2.1 The electrician must be able to carry out, but is not limited to carrying out, the principal tasks described below:

- Additions to and maintenance of 600/347V primary distribution networks and of 120/208V secondary distribution networks, including distribution panels, transformers, circuit breakers, starters, isolating switches and electrical connections for all equipment in the building and laboratories;
- Additions to and maintenance of lighting systems;
- Additions to and maintenance of control systems for plumbing, heating, ventilation, air-conditioning and security control equipment;
- Additions to and maintenance of communications networks;
- Installation and connecting of laboratory equipment;
- Work with electrical power units;
- Work with UPS (uninterruptible power system).

2.2 Maintenance of the following systems and equipment

Electrical systems and electrical work for the building such as, but not limited to, the following:

- Motors
- Electrical and electronic controls
- All electrical distribution circuits
- Speed regulators

2.3 All actual installation and maintenance work in the building, such as the following:

Installation, replacement, repair and changing of parts for the following:

- Lighting system
- Wiring
- Electrical equipment
- Electronic equipment
- All other equipment belonging to the CSA that is part of the building

2.4 Electrical work in construction projects (up to a maximum value of \$10,000.00 with parts and labour included and before taxes)

***(We estimate a maximum amount of \$100,000.00 per year for electrical work in construction projects.)**

Various electrical works in construction a project that involve the installation of new equipment or is related to refitting work

Provide various electrical services at the Canadian Space Agency (CSA) in St-Hubert

3.0 REQUIRED EMPLOYEES

3.1 Regular employees

The firm's employees must include an electrician as per CSA requirements who will carry out the work specified above.

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

It is expected that the person will be required for a period of up to 40 hours per week. Regular work hours are from 7:30 am to 4:00 pm, Monday to Friday.

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

- The CSA's statutory holidays are the following:
 - o January 1 or the first work day thereafter
 - o Good Friday and Easter Monday
 - o Victoria Day
 - o June 24 or the first work day thereafter
 - o July 1 or the first work day thereafter
 - o Labour Day
 - o Thanksgiving Monday
 - o Remembrance Day on November 11 or the first work day thereafter
 - o December 25 and 26 or the first two work days thereafter

When an employee of the firm is absent (because of leave or illness), the firm, following an emergency call from the CSA representative, must ensure within a maximum period of one (1) hour that an alternate employee is available to handle the emergency.

3.2 Employees on stand-by

The firm must have an employee on stand-by 24 hours per day, 7 days per week, including statutory holidays, that employee being the same electrician who works during regular work hours.

The firm must ensure that the employee is able to get to the Space Centre and provide services at the Space Centre within a period of one (1) hour.

3.3 Additional employees

The CSA may request additional employees if the workload so requires. The CSA representative will submit a request to the firm specifying the work to be done. The firm must provide the required employees within five work days at the same rates as those approved in the contract.

Provide various electrical services at the Canadian Space Agency (CSA) in St-Hubert

3.4 Replacement of regular employees

In the event that the senior employee assigned to the Canadian Space Agency leaves, the Contractor will assume the cost of a five-day transfer of knowledge between the employees (current and new).

4.0 EQUIPMENT PROVIDED

4.1 Equipment provided by the CSA

The following equipment will be provided by the CSA:

- step ladders, ladders and overhead baskets
- work forms
- Safety equipment other than that listed below under "Equipment provided by the firm"

4.2 Equipment provided by the firm

The following equipment will be provided by the firm and must be included in the proposed hourly rate:

- tools and measurement devices (multimeters)
- CSA-approved, Class 1 and Class 2 safety boots and shoes
- CSA-approved, Class E safety hats
- Safety goggles
- Work clothes
- All tools required to carry out electrical projects, regardless of scope.

5.0 PRICE SUBMISSION FORM

A weekly work order indicating the number of hours worked by each employee must be submitted to the CSA representative for approval and will serve as a valid document for the auditing of billing.

The firm's proposed **single hourly rate** (during regular work hours) must include employee travel to the Space Centre, various types of insurance, professional and union dues, employee benefits, taxes and all other expenses.

The rate applies solely to the hours worked. The CSA will not pay for travel time.

6.0 PARTS, IF APPLICABLE

The Canadian Space Agency's estimated parts requirement is about \$50,000.00 per year. These parts will be billable upon submission of invoices.

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

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

APPENDIX B

UNIT PRICE TABLE

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

UNIT PRICE TABLE

All the fees indicated below included: travel fees, labor, material and profit and administration of the firm but are before all applicable taxes.

Hourly rate for regular staff, on-call staff and additional staff as described in Appendix A

Work schedule – Monday to Friday, 7:30 a.m. to 4:00 p.m.

	Year 1	Year 2	Option 1	Option 2
Electrician	_____	_____	_____	_____
	\$/hour	\$/hour	\$/hour	\$/hour

Overtime – Monday to Friday, 4:00 p.m. to 7:30 a.m.

	Year 1	Year 2	Option 1	Option 2
Electrician	_____	_____	_____	_____
	\$/hour	\$/hour	\$/hour	\$/hour

Overtime – Saturday, Sunday and holidays

	Year 1	Year 2	Option 1	Option 2
Electrician	_____	_____	_____	_____
	\$/hour	\$/hour	\$/hour	\$/hour

Weekly rate for on-call staff as described in Appendix B point 3.2

Work schedule – 24 hours on 24, 7 days on 7

	Year 1	Year 2	Option 1	Option 2
Weekly rate if applicable	_____	_____	_____	_____
	\$/week	\$/week	\$/week	\$/week
Minimum hours billed by service call if applicable	_____	_____	_____	_____
	Hour(s)	Hour(s)	Hour(s)	Hour(s)

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

Parts (if applicable)

	Year 1	Year 2	Option 1	Option 2
Percentage of profit for parts worth more than \$500	_____ %	_____ %	_____ %	_____ %

For the purpose of the evaluation (the evaluation will included the total for the four (4) years)

- 2,080 hours per year (regular staff, on-call and additional staff during regular hours of work)
- 200 hours per year (regular staff, on-call and additional staff during overtime hours of work)
- 60 hours per year (regular staff, on-call and additional staff during weekends and holidays)
- On-call premium, if applicable, X 52 weeks per year
- Minimum number of hours per call X 5 calls per year X hourly rate during regular work hours
- \$20,000's worth of parts, each costing more than \$500, per year + applicable percentage of profit

* Approximate quantities are provided on an estimated basis; these quantities may be revised upwards or downwards according to operational requirements.

** The value of the contract will be \$240,000.00 before taxes per year (so the contract value for the 1st period of the contract will be \$480,000.00). This amount may be increased or decreased depending on operational needs.

APPENDIX C

PERFORMANCE EVALUATION REPORT

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

PERFORMANCE EVALUATION REPORT

Upon fulfillment of a Contract, this questionnaire must be completed by the responsible Project Authority/Technical Authority for all service contracts (excluding temporary help service contracts), construction contracts and engineering consulting contracts with CSA and sent to the contract agent responsible.

Name of Contractor:	Contract completion date:
Name of Project Authority/Technical Authority:	Branch:
Contract no.:	Project name:

*Supplier			
Rating scale:	10 – 9: Excellent 8 – 7: Very Good	6 – 5: Satisfactory 4 – 3: Poor	2 – 1: Unsatisfactory
1. Did the supplier provide consultants with the education, accreditation and experience indicated in the Contract?	10 9 8 7 6 5 4 3 2 1	Comments:	
2. Please rate the overall quality of the services provided by this supplier.	10 9 8 7 6 5 4 3 2 1	Comments:	

3. Please rate the responsiveness of the supplier with regard to information requests or problems that may have arisen in the course of the Contract, and the supplier's ability to meet deadlines.	10 9 8 7 6 5 4 3 2 1	Comments:	
4. Was the Work performed in accordance with the requirements specified in the Statement of Work?	10 9 8 7 6 5 4 3 2 1	Comments:	

**Provide various electrical services
at the Canadian Space Agency (CSA) in St-Hubert**

<p>5. Please rate the quality of communication between the department and the supplier.</p>	<p style="text-align: center;">10 9 8 7 6 5 4 3 2 1</p> <p>Comments:</p>
<p>6. Were all administrative documents received in accordance with the requirements of the Contract?</p> <p>Administrative documents can include but are not limited to:</p> <ul style="list-style-type: none"> a. Invoices b. Progress reports c. Reports on use or business volume d. Meeting agendas and minutes e. Documentation and quality of work 	<p style="text-align: center;">10 9 8 7 6 5 4 3 2 1</p> <p>Comments:</p>
TOTAL	/60

Overall Rating

Excellent: 54 and over
 Very Good: 42 to 53
 Satisfactory: 30 to 41
 Poor: 18 to 29
 Unsatisfactory: 18 or less