### REQUEST FOR STANDING OFFER (RFSO) # 9F030-20150440

#### For the requirement of

Provide audio-visual technician services on as and when requested basis for the Canadian Space Agency (CSA) in Saint-Hubert

# Bid Submission Deadline: FEBRUARY 18, 2016 at 14:00 PM (EST)

Submit Bids to:
Canadian Space Agency
TENDERS RECEPTION OFFICE
Receiving/Shipping (between 8:00 and 16:30)
Monday to Friday, From 08h00 to 16h30 (closed between 12h00 and 13h00)
6767 route de l'Aéroport
Saint-Hubert(Québec) J3Y 8Y9
Canada

Attention to: Claudine Morin

Email: asc.soumissionscontrats-contractssubmissions.csa@canada.ca

Reference: CSA File No. **9F030 – 20150440** 

Note: Please read this Request for standing offer carefully for further details on the

requirements and bid submission instructions.

January 28, 2016

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#### **PART 1 - GENERAL INFORMATION**

#### 1. Introduction

The bid solicitation and resulting standing offer 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 bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security Requirements.

Part 7 Resulting Standing Offer and Call up Clauses: includes the clauses and conditions that will apply to any resulting standing offer and call up against the standing offer.

The Attachments include

Attachment 1: Pricing Schedule Attachment 2: Technical Criteria

Attachment 3: Certifications precedent to standing offer award and required with the Bid

The Annexes include the:

Annex A – Statement of Work Annex B – Basis of Payment

#### 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 is incorporated by reference and is 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: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>.

#### 3. Summary

The purpose of this Request for Standing Offer (RFSO) is to solicit bids from interested Canadian organizations specialized in the provision of audio-visual technician services on as and when requested basis for the Canadian Space Agency (CSA) in Saint-Hubert.

Interested bidders are required to submit their proposals in accordance with the instructions provided in this RFSO. A description of the work to be completed under this requirement is provided in the Appendix A.

#### 4. Debriefings

After standing offer 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.

#### 5. Communications notification

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

#### **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 *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC).

The Manual is available on the PWGSC Website: <a href="https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat">https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat</a>

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 standing offer.

The 2006 (2015-07-03) Standard Instructions – Request for Standing Offers - Goods or services – Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

#### 2. Submission of a Bid

Bids must be submitted only to Canadian Space Agency by the date, time and place indicated on page 1 of the bid solicitation.

You can send your proposal by email or mail.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

You can also send your proposal at the following email address: asc.soumissionscontrats-contractssubmissions.csa@canada.ca

#### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority (<u>claudine.morin@canada.ca</u>) no later than three (3) 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 government of 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 government of Canada determines that the enquiry is not of a proprietary nature. 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 form that can be distributed to all bidders may not be answered by government of Canada.

#### 4. Applicable Laws

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

#### 5. Ombudsman clause

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of standing offers under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo@boa.opo.gc.ca</a>. You can also obtain more information on the OPO services available to you at their website at <a href="https://www.opo-boa.gc.ca">www.opo-boa.gc.ca</a>.

#### 6. Direct deposit

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

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

#### **Bid Preparation Instructions**

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

Section I: Technical Bid (one hard and/or electronic copy by email):

Section II: Financial Bid (one hard and/or electronic copy by email);

Section III: Certifications (one hard and/or electronic copy by email).

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Multiple bids from the same bidder are not permitted in response to this bid solicitation. Each bidder must submit only a single bid. If more than one bid is submitted by the same bidder, Canada will accept only the first bid presented and reject all other bids.

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html ).

To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should 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, and 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.

Résumés for Proposed Resources: Unless specified otherwise in the RFP, the technical bid must include résumés for the consultant(s) identified in the bid solicitation that demonstrate that each proposed individual meets the qualification requirements described in the Flexible Grid outlined in Annex A of the Supply Arrangement (including any educational requirements, work experience requirements, and professional designation or membership requirements). Résumés should state the current level of personnel security held by the consultant(s) and their corresponding Canadian Industrial Security Directorate (CISD) file number(s) if applicable.

Attachment 1 to Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

#### Section II: Financial Bid

1.4

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, as applicable.
- **1.2** Bidders must submit their rates FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded.
- **1.3** When preparing their financial bid, bidders should review the basis of payment in Annex B and section 2 of Attachment 1 to Part 4.

Bidders should include the following information in their financial bid:

1)	Name:	
2)	Address:	

3)	Telephone:	Fax:
4)	Email:	
5)	Email for financial questions:	
6)	Procurement Business Number (PBN):	
7)	Tax number:	
8)	Board of directors (members):	

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

#### ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

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

As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted firm all inclusive per diem rate (in Cdn \$) for each of the resource categories identified.

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

- a all travel and living expenses for work performed within the Contractor's place of business to the Canadian Space Agency (CSA) at 6767 route de l'aéroport in Saint-Hubert, Quebec;
- b any travel expenses for travel between the Contractor's place of business and to the Canadian Space Agency (CSA) at 6767 route de l'aéroport in Saint-Hubert; and
- c any travel and living expenses for the relocation of resources to satisfy the terms of any resulting standing offer. These expenses cannot be charged directly and separately from the professional fees to any standing offer that may result from the bid solicitation.

1) Hourly firm rate for audio-visual technician service during regular working hours – (Monday to Friday from 08:00am to 17:00pm) including travel fees if applicable

(Monday to Friday from 66.00am to 17.00pm) including traver lees if applicable							
	Year 1	Year 2	1 <sup>st</sup> option year	2 <sup>nd</sup> option year	3 <sup>rd</sup> option year		
	One year from the date of the award of the standing offer						
Audio-Visual Technician Service	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour		

2) Hourly rate for audio-visual technician service outside regular working hours – (Monday to Friday from 17:00pm to 08:00am) including travel fees if applicable

	Year 1	Year 2	1 <sup>st</sup> option year	2 <sup>nd</sup> option year	3 <sup>rd</sup> option year
	One year from the date of the award of the standing offer				
Audio-Visual Technician Service	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

3) Hourly rate for audio-visual technician service during week-ends and holidays including travel fees if applicable

	Year 1	Year 2	1 <sup>st</sup> option year	2 <sup>nd</sup> option year	3 <sup>rd</sup> option year
	One year from the date of the award of the standing offer				
Audio-Visual Technician Service	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

4) Minimum hours billed per service call if applicable

	Year 1 One year from the date of the award of the standing offer	Year 2	1 <sup>st</sup> option year	2 <sup>nd</sup> option year	3 <sup>rd</sup> option year
Audio-Visual Technician Service	hour	hour	hour	hour	hour

For the purpose of the evaluation (the evaluation will included the total for the five (5) years)

- 1) 200 hours during regular working hours estimated per year
- 2) 40 hours during outside regular working hours estimated per year
- 3) 40 hours during weekends and holidays estimated per year
- 4) 10 services call per year X hourly rate during regular working hours X minimum hours billed per service call

The total value of the standing offer is \$30,000.00 before tax each year, and the maximum value of a call-up against the standing offer is \$10,000.00 including tax.

\*\*\* Quantities provided are estimates. These quantities may be revised upward or downward as needed for operations.

#### PARTIE 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 1. Evaluation Procedures

- a) The propositions will be evaluated in regards to all the criteria of the present request for proposals, including technical evaluation criteria and financial.
- b) An evaluation team made up representatives of government of Canada will evaluate the proposal.

#### 1.1 Technical Evaluation

#### 1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) the responsive bid with the lowest evaluated price will be recommended for award of a standing offer.

# ATTACHMENT 1 TO PART 4 EVALUATION METHODOLOGY AND MANDATORY TECHNICAL CRITERIA

#### 1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

If documents missing with the proposal, the proposal will be rejected.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive.

Each mandatory technical criterion should be addressed separately.

#	Mandatory Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	The Bidder shall submit with its proposals, for approval, the resumes and competency certificates of the staff it plans to use. In the absence to submit the CV or mandatory documentation, we will be in the obligation to pass to the second supplier answering the mandatory criteria and offering the best cost to us.		
MT2	The contractor shall provide a short proposal (maximum 250 words) describing its understanding of CSA technical installations explaining how it will be able to support ongoing AV activities and services in conjunction with, and or without the presence of CSA Audio-Visual and Technical Communications Specialist.		

#### **PART 5 - CERTIFICATIONS**

#### **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a standing offer. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications in Section III of their bid.

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

#### 1. Certifications Required with the Bid

Bidders must submit as part of their bid the certifications included in Attachment 1 to Part 5, Certifications Required with the Bid, duly completed.

### ATTACHMENT 1 TO PART 5 CERTIFICATIONS PRECEDENT TO STANDING OFFER AWARD AND REQUIRED WITH THE BID

#### 1. Certifications Precedent to standing offer Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a 24 hours time frame 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.

#### A. INTEGRITY PROVISIONS – ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### B. 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 (http://www.labour.gc.ca/eng/standards\_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour'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" Ilist at the time of standing offer award.

#### C. LEGAL ENTITY AND CORPORATE NAME

1. The	bidder hereby certifies that it is a (circle one); a. sole proprietorship, b. partnership, or c. corporate entity;		
2.	It was registered or formed under the laws of		
3.	Controlling interest/ownership (name if applicable) of the organization is hel-	d in the	country of
4.	Any resulting Supply Arrangement or standing offer may be executed corporate full legal name and at the following place of business:	under th	ne following

#### D. 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:
- (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" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 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.

#### E. ATTESTATION – FORMER PUBLIC SERVANT

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

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

#### Work Force Reduction Program

Is the Bidder a 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 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 reduction program.

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

#### F. STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be awarded a standing offer 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 in the maximum delay of 14 days. 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.

#### G. EDUCATION AND EXPERIENCE

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

#### **ATTESTATION**

**SIGNATURE** 

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

#### **ATTESTATION SIGNATURE**

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

- A. INTEGRITY PROVISIONS ASSOCIATED INFORMATION:
- B. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY BID CERTIFICATION:
- C. LEGAL ENTITY AND CORPORATE NAME;
- D. CODE OF CONDUCT FOR PROCUREMENT;
- E. ATTESTATION FORMER PUBLIC SERVANT;
- F. STATUS AND AVAILABILITY OF RESOURCES;
- G. EDUCATION AND EXPERIENCE.

Name and title of the authorized	person for the contractor	
Signature	 Date	

#### **PART 6 - SECURITY REQUIREMENTS**

#### **Security Requirements**

The work to be performed under this RFP do requires a reliability status. 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 7A - RESULTING STANDING OFFER CLAUSES

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

#### 1. Description of requirement

The Contractor shall perform and complete the Work as per the indications in the appendix A.

#### 2. Standard Clauses and Conditions

All conditions and clauses identified herein by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works Government Services Canada (PWGSC). The SACC Manual is available on the website of PWGSC: <a href="https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual</a>

#### 2.1 General Conditions

2005 (2015-09-03) General Conditions – Standing Offer – Goods or services applied to the standing offer and they are integral part of it.

#### 2.2 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the standing offer are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### 2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the standing offer: \_\_\_\_\_ (insert name(s) of person(s).

#### 3. Security Requirement

The work to be performed under this RFP do requires a reliability status. 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.

#### 4. Term of standing offer

#### 4.1 Period of the standing offer

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

#### 4.2. Option to extend the standing offer

The Contractor grants to government of Canada the irrevocable option to extend the term of this standing offer by three (3) periods of one (1) year at the time each under the same terms and conditions. Government of Canada may exercise this option at any time by sending a notice to the Contractor at least 30 calendar days prior to the standing offer expiry date.

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

#### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for this RFP and any resulting standing offer is:

Claudine Morin Canadian Space Agency 6767 route de l'Aéroport

Saint-Hubert (Quebec) J3Y 8Y9

Telephone: (450) 926-4427 Facsimile: (450) 926-4969

E-Mail: Claudine.morin@cananda.ca

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

#### 5.2 Project Authority

To be inserted at standing offer award

#### 5.3 Contractor's Representative

To be inserted at standing offer award

#### 6. Call up instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942*, *Call-up Against a Standing Offer*.

#### 7. Basis of payment

#### - Limitation of expenditures

Government of Canada's total liability to the contractor under the standing offer must not exceed **\$ 30,000.00 per year** for the limitation of expenditures part of the standing offer, harmonized sales tax is extra, if applicable.

No increase in the total liability of government 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 contractor authority before their incorporation into the work. The contractor must not perform any work or provide any service that would result in government of Canada's total liability being exceeded before obtaining the written approval of the contracting authority. The contractor must notify the contracting authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the standing offer expiry date, or
- c) as soon as the contractor considers that the standing offer funds provided are inadequate for the completion of the work, whichever comes first.

If the notification is for inadequate standing offer 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 government of Canada's liability.

#### 8. Payment method

Payment requests must be made once per month after reception of a call up.

#### 9. Certifications

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

#### 10. Applicable Laws

Any resulting standing offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Quebec and the relations between parties will be determine by these laws.

#### 11. Replacement of specific individuals

If specific individuals are identified in the standing offer 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 standing offer, 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 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 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 does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the standing offer.

#### 12. Priority of documents

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

- a) the standing offer document including appendices;
- b) 2005 (2015-09-03) General Conditions Standing Offers Goods or services:
- c) Appendix C Statement of work;
- e) the supplier proposal dated \_\_\_\_\_\_ (insert the date of the proposal) (if the proposal has been clarified or revised, insert when you issue the standing offer: « clarified on \_\_\_\_\_ » or « , modified on \_\_\_\_\_ » and insert dates of clarifications or amendments).

#### 13. 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 standing offer 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.

#### 14. Procurement Ombudsman – Standing offer 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 standing offer 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 standing offer 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.

#### 15. Government site regulations

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

#### 16. Direct deposit

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

#### **PART 7B - RESULTING CALL UP CLAUSES**

The following clauses and conditions apply to and form part of any call up resulting from the standing offer.

#### 1. Statement of work

The Contractor must perform the Work described in the call-up against the standing offer.

#### 2. General Conditions

2010B (2015-09-03) - General Conditions - Professional Services (Medium Complexity) apply to and form part of the call up.

#### 3. Period of the call up

The Work must be completed in accordance with the call-up against the standing offer.

#### 4. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

#### **APPENDIX A**

**STATEMENT OF WORK** 

- The technical service is required on as needed bases to replace the Audio-Visual and Technical Communications Specialist during vacations, sick days and or when other operational workload requires additional technical staff.
- 2) Audiovisual technical support for live events and corporate meetings. Operate audio and video equipment for high profile media events in the CSA Conference Center, and in various areas of the John H. Chapmen Space Centre.
- 3) All technical services will be required on as needed bases during normal working hours Monday to Friday from 08:00-17:00. Occasional technical services may be required on evenings and/or weekends.
- 4) Generally, scheduling the technician will be pre-planned by CSA. In the event of an emergency, a two-hour on site-arrival will be required.
- 5) Assist and or act as the occasional technical back-up to the Senior Audio-Visual and Technical Communications Specialist on an as needed basis.
- 6) Able to Communicate in both Official languages with Canadian government employees and International partners.
- 7) Must be able to install and operate the following equipment: Teleconferencing, Videoconferencing equipment, Microphones, digital and analog audio mixing console, Behringer X-32 and Midas M32, IPad audio control Apps, Media Feed Boxes, Video Projection systems, AV Control systems, audio and video cabling, AV patch-bay panel, AV routing systems, Lighting equipment and have basic trouble shooting skills required for live events.
- 8) Coordination of auxiliary AV services with the client will be made directly with the Senior Audio-Visual and Technical Communications Specialist and or a dully appointed representative of the client.
- 9) The supplier will be responsible to coordinate alternate/substitute, occasional & back-up technician(s), should the regular staff be unavailable.
- **10)** Due to operational needs, the client reserves the right to cancel pre-scheduled services without incurring any charges. The client will make every effort to notify the supplier two hours (2hrs) before any cancellation.
- 11) Occasional & back-up technician(s) must be able to successfully pass a government security screening & verification process.

**APPENDIX B** 

**UNIT PRICE TABLE** 

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

- a all travel and living expenses for work performed within the Contractor's place of business to the Canadian Space Agency (CSA) at 6767 route de l'aéroport in Saint-Hubert, Quebec:
- b any travel expenses for travel between the Contractor's place of business and to the Canadian Space Agency (CSA) at 6767 route de l'aéroport in Saint-Hubert; and
- c any travel and living expenses for the relocation of resources to satisfy the terms of any resulting standing offer. These expenses cannot be charged directly and separately from the professional fees to any standing offer that may result from the bid solicitation.

1) Hourly firm rate for audio-visual technician service during regular working hours – (Monday to Friday from 08:00am to 17:00pm) including travel fees if applicable

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	Year 1	Year 2	1 <sup>st</sup> option year	2 <sup>nd</sup> option year	3 <sup>rd</sup> option year		
	One year from the date of the award of the standing offer						
Audio-Visual Technician Service	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour		

2) Hourly rate for audio-visual technician service outside regular working hours – (Monday to Friday from 17:00pm to 08:00am) including travel fees if applicable

	(monary to i mary mone i morphi to objection, monaring transfer to be in approximate					
	Year 1	Year 2	1 <sup>st</sup> option year	2 <sup>nd</sup> option year	3 <sup>rd</sup> option year	
	One year from the date of the award of the standing offer					
Audio-Visual Technician Service	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour	

3) Hourly rate for audio-visual technician service during week-ends and holidays including travel fees if applicable

	Year 1	Year 2	1 <sup>st</sup> option year	2 <sup>nd</sup> option year	3 <sup>rd</sup> option year
	One year from the date of the award of the standing offer				
Audio-Visual Technician Service	\$/hour	\$/hour	\$/hour	\$/hour	\$/hour

4) Minimum hours billed per service call if applicable					
	Year 1	Year 2	1 <sup>st</sup> option year	2 <sup>nd</sup> option year	3 <sup>rd</sup> option year
	One year from the date of the award of the standing offer				
Audio-Visual Technician Service	hour	hour	hour	hour	hour

The total value of the standing offer is 30,000.00 before tax each year, and the maximum value of a call-up against the standing offer is 10,000.00 including tax.