

REQUEST FOR PROPOSAL (RFP) # 9F030-20150817

For the requirement of

**MONTHLY MAINTENANCE SERVICES OF CONTROLS
at the Canadian Space Agency (CSA) in St-Hubert**

**Bid Submission Deadline:
MARCH 16, 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 – 20150817**

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

February 23, 2016

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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 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 Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include

Attachment 1: Pricing Schedule

Attachment 2: Technical Criteria

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

The Annexes include the:

Appendix A – Statement of Work

Appendix B – Basis of Payment

Appendix C – Performance Evaluation report

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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

3. Summary

The purpose of this Request for Proposal (RFP) is to solicit bids from interested Canadian organizations specialized to provide monthly maintenance services of controls 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 Appendix A.

4. 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.

5. Communications notification

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

PART 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: <https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat>

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/20>

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 at the following address:

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 : Claudine Morin

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 (claudine.morin@canada.ca) 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 contract 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 contract 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 boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

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>

7. Optional site visit

Arrangements have been made for non-mandatory site visit to be held on **March 09, 2016, at 10:00am at the Canadian Space Agency**. It is recommended that the bidders communicate with the Contracting Authority to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment. 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.

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.

Attachment 1 to 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 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.
- 1.4 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 contract 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 St-Hubert, Québec;
- 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 St-Hubert, Québec;
- c any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation;
- d the price must be entered for each item listed; and
- e the price are firm all inclusive prices including all necessary tools, equipment and services, consumable materials, labor for all inspections, testing, cleaning and maintenance services.

	Year 1	Option 1	Option 2	Option 3	Option 4
Firm monthly price to perform the maintenance services (12 visits per year – one visit per month)	_____ \$/month	_____ \$/month	_____ \$/month	_____ \$/month	_____ \$/month
Firm hourly rate for service call (during regular hours of work – from Monday to Friday between 07h00am to 17h00pm, if applicable)	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour

MONTHLY MAINTENANCE SERVICES OF CONTROLS at the Canadian Space Agency (CSA) in St-Hubert

Firm hourly rate for service call (outside regular hours of work – from Monday to Friday between 17h00pm to 07h00am, if applicable)	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour
Firm hourly rate for service call (during weekends and holidays, if applicable)	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour
Percentage of profit on material, if applicable	_____%	_____%	_____%	_____%	_____%

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

- 1) Firm monthly price X 60 months
- 2) 32 hours during regular working hours estimated per year
- 3) 16 hours during outside regular working hours estimated per year
- 4) 8 hours during weekends and holidays estimated per year
- 5) 2,000.00\$ per year estimated for material + percentage of profit

The total value of the contract is \$14,000.00 before tax each year.

***** 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 price will be recommended for award of a contract.

**ATTACHMENT 1 TO PART 4
EVALUATION METHODOLOGY AND MANDATORY
TECHNICAL AND RATED CRITERIA**

1. Evaluation Methodology

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

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
MC1	Assign competent resources that have at least ten (10) years of experience in maintenance of controls - Provide the resume of the resources for validation		

PART 5 - CERTIFICATIONS

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Bidders must provide the required certifications to be awarded a contract. 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 contract) and after award of a contract . The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. 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 CONTRACT AWARD AND REQUIRED WITH THE BID**

1. Certifications Precedent to Contract 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca) 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](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of contract 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 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:

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/tcm-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 [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 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 [Contracting Policy Notice: 2012-2](#) 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.

ATTESTATION

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.

SIGNATURE

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 not requires security requirements.

PART 7A - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract 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:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

2.1 General Conditions

2010C (2015-09-03) General Conditions – Services (medium complexity) applied to the contract and they are integral part of it.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/15>

2.2 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the contract 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.

3. Security Requirement

The work to be performed under this RFP do not requires security requirements.

4. Term of contract

4.1 Period of the contract

The period of the contract to be issued in response to this RFP will be for one (1) year from the date of the award of the contract.

4.2. Option to extend the contract

The Contractor grants to government of Canada the irrevocable option to extend the term of this contract by four (4) 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 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.

5. Authorities

5.1 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
Telephone: (450) 926-4427
Facsimile: (450) 926-4969
E-Mail: claudine.morin@canada.ca

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

5.2 Project Authority

To be inserted at contract award

5.3 Contractor's Representative

To be inserted at contract award

6. Basis of payment – Limitation of expenditure

Government of Canada's total liability to the contractor under the standing offer must not exceed **\$ 14,000.00 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.

7. Payment method

Monthly payments after maintenance will be done. The invoice will be payable 30 days after reception of an invoice.

8. Certifications

Compliance with the certifications provided by the contractor in its bid is a condition of the contract and subject to verification by government of Canada during the entire contract 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 contract, to terminate the contract for default.

9. Applicable Laws

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

10. 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, 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 contract document including appendices;
- b) 2010C (2015-09-03) General Conditions – Services (medium complexity);
- 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 contract : « clarified on _____ » or « , modified on _____ » and insert dates of clarifications or amendments).*

11. 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.

12. 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.

13. Government site regulations

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

14. 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>

15. Performance Evaluation report

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

Contractor Performance Evaluation Report Form is used to record the performance (you can find it at Appendix C for your information).

APPENDIX A

STATEMENT OF WORK

General objective

Provide qualified labour and equipment for the monthly servicing of Trane controls at the John H. Chapman Space Centre.

Scope of work

The maintenance work to which these specifications pertain includes the following:

- Complete the health and safety forms provided by the Agency before starting work. In signing these documents, the Contractor undertakes to ensure that his employees abide by the rules therein.
- Update the Tracer Summit and ES regulation system.
- Supervise and control ventilation systems.
- Supervise and control the heating plant.
- Carry out the preventive maintenance program recommended by the manufacturer.
- Make 12 visits a year, ie: once each month.

Description of the work

- The work covers, but is not limited to the following equipment:
 - Controller
 - Communication card
 - Web server
 - Actuator, relay, converter
- Provide inspection and preventive maintenance services.
 - Where upgrades are recommended by the manufacturer, provide the labour needed to install them and ensure optimum system functioning.
- Optimize the functioning of the cooling system.
- Optimize ventilation systems.
 - Update graphics in the computer systems of all Canadian Space Agency mechanical equipment once modifications have been made.

Equipment provided by the Canadian Space Agency

None.

On-call service

Maintain at all times a standing round-the-clock on-call service seven days a week throughout the contract period whereby resources will be available.

“On-call service” means that the CSA can be sure of contacting at any time, as needed, either the company, one of its designated resources or a central emergency call service to report an anomaly or breakdown. Response times following a call from the CSA representative must never exceed two (2) hours.

Provide the CSA representative with telephone numbers and procedures for contacting the Contractor or his technicians at all times.

Health and safety

Perform the work using recognized safe methods.

Contractor must submit his Health and Safety program.

Work scheduling

Before each inspection and maintenance visit, give at least one day’s advance notice to the project authority.

APPENDIX B

UNIT PRICE TABLE

MONTHLY MAINTENANCE SERVICES OF CONTROLS at the Canadian Space Agency (CSA) in St-Hubert

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 contract 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 St-Hubert, Québec;
- 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 St-Hubert, Québec;
- c any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation;
- d the price must be entered for each item listed; and
- e the price are firm all inclusive prices including all necessary tools, equipment and services, consumable materials, labor for all inspections, testing, cleaning and maintenance services.

	Year 1	Option 1	Option 2	Option 3	Option 4
Firm monthly price to perform the maintenance services (12 visits per year – one visit per month)	_____ \$/month	_____ \$/month	_____ \$/month	_____ \$/month	_____ \$/month
Firm hourly rate for service call (during regular hours of work – from Monday to Friday between 07h00am to 17h00pm, if applicable)	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour
Firm hourly rate for service call (outside regular hours of work – from Monday to Friday between 17h00pm to 07h00am, if applicable)	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour

MONTHLY MAINTENANCE SERVICES OF CONTROLS at the Canadian Space Agency (CSA) in St-Hubert

Firm hourly rate for service call (during weekends and holidays, if applicable)	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour
Percentage of profit on material, if applicable	_____%	_____%	_____%	_____%	_____%

The total value of the contract is \$14,000.00 before tax each year.

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

APPENDIX C

PERFORMANCE EVALUATION REPORT

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:	

MONTHLY MAINTENANCE SERVICES OF CONTROLS 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>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>10 9 8 7 6 5 4 3 2 1</p> <p>Comments:</p>
<p>TOTAL</p>	<p>/60</p>

Overall Rating

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