

REQUEST FOR PROPOSAL

**Modernization of room controls  
at the Canadian Space Agency (CSA) in St-Hubert**

**Bid Submission Deadline:  
NOVEMBER 23<sup>rd</sup>, 2017 at 2:00 PM (EST)**

Submit Bids to:

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

Attention to: Alexandre Gentile  
Email: [asc.soumissionscontrats-contractssubmissions.csa@canada.ca](mailto:asc.soumissionscontrats-contractssubmissions.csa@canada.ca)

Reference: CSA File No. **9F030 – 20170514**

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



**November 9<sup>th</sup>, 2017**

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION**

1. Introduction
2. Submission of a bid
3. Trade Agreements
4. Summary
5. Communications notification
6. Debriefings

**PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Bid Validity Period
5. Optional Site Visit
6. Applicable Laws
7. Ombudsman clause
8. Direct deposit

**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

**PART 5 – CERTIFICATIONS**

1. Certifications Precedent to Contract Award

**PART 6 - RESULTING CONTRACT CLAUSES**

1. Security requirement
2. Statement of work
3. Standard Clauses and Conditions
4. General Conditions
5. Contract period
6. Contracting authority
7. Project authority
8. Contractor's representative
9. Basis of payment – Firm Price
10. Certifications
11. Applicable Laws
12. Priority of documents
13. Performance evaluation report
14. Procurement Ombudsman – Dispute resolution services
15. Procurement Ombudsman – Contract administration
16. Government site regulations
17. Direct deposit

**Modernization of room controls 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

Appendix D – Specifications and drawings

Appendix E – Contractor qualification rules program

# Modernization of room controls 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 six (6) 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 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 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. Trade Agreements

This procurement is subject to the Canadian Free Trade Agreement (CFTA).

### 4. Summary

#### Description and requirement

The Canadian Space Agency intends to hire a general contractor, qualified to practice in Quebec, to update the heating, ventilation and air-conditioning (CVCA) of the John H. Chapman Space Center in Longueuil, Quebec. This work will include mechanical and control work.

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** and under **Appendix D** (specifications and drawings)

## **Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

### **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.

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

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

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 R2710T (2017-09-21) General Instructions - Construction Services – Bid security 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/5/R/R2710T/19>

### **2. Submission of Bids**

THE BID SUBMISSION DEADLINE IS INDICATED AT 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 provide their bid to the following address:

Canadian Space Agency  
TENDERS RECEPTION OFFICE  
Receiving/Shipping (between 8:00 and 16:30)  
6767 route de l'Aéroport  
Saint-Hubert (Québec) J3Y 8Y9  
Canada

Attention: Alexandre Gentile

**You can also send your proposal by email at the following address:**  
[asc.soumissionscontrats-contractssubmissions.csa@canada.ca](mailto:asc.soumissionscontrats-contractssubmissions.csa@canada.ca)

**IMPORTANT: DO NOT COPY THE CONTRACTING AUTHORITY WHEN YOU ARE SENDING YOUR PROPOSAL.**

**Proposals send by fax is not acceptable.**

## **Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority ([alexandre.gentile@canada.ca](mailto:alexandre.gentile@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. Bid Validity Period**

Bids will remain open for acceptance for a period of not less than thirty (30) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Government of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Government of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, government of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

### **5. Optional Site Visit**

Arrangements have been made for non-mandatory site visit to be held on **November 14<sup>th</sup>, 2017, at 9:00am at the Canadian Space Agency at 6767 route de l'aéroport, Saint-Hubert Québec J3Y 8Y9**. Bidders must communicate with the Contracting Authority no later than one (1) day before the scheduled visit 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.

### **6. 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.

## Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert

### 7. 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 contracts 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](mailto: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](http://www.opo-boa.gc.ca).

### 8. 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

### 1. General

Bidders must send **the original** of the proposal (copy by email only 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 (proposal can be send by email).

### 2. Price

The financial proposal must indicate a detailed breakdown of the total quoted price. The proposed Basis of Payment should be **as per indication in Appendix B**.

**Please provide four financial proposals 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.

Government of 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;
- (b) use a numbering system that corresponds to the bid solicitation;
- (c) include the certifications as a separate section of the bid;
- (d) the bidder must present their financial proposal in conformity with the basis of payment;
- (e) the total amount with goods and services tax (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: \_\_\_\_\_

**Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

- 5) Email for financial questions: \_\_\_\_\_
- 6) Procurement Business Number (PBN): \_\_\_\_\_
- 7) Tax number: \_\_\_\_\_
- 8) Boards of directors : \_\_\_\_\_  
Name and title

**PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

**1. Evaluation Procedures**

The propositions will be evaluated in regards to all the criteria of the present request for proposals, including technical evaluation criteria and financial.

An evaluation team made up representatives of Government of Canada will evaluate the proposal.

**2. Financial Evaluation**

Clause of the manual of SACC A0220T (2014-06-26) Evaluation of price

**3. Basis of selection**

A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Government of Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to government of Canada is subject to verification by government of 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 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.

**Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

**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_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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](#)" 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

## **Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

(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;

**Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

- 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

## **Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

### **PART 6 – RESULTING CONTRACT CLAUSES**

#### **1. Security Requirements**

The work to be performed under this RFP does not require a reliability status. Site access will be provided as required and contractor(s) will be escorted at all times.

#### **2. Description of requirement**

The Contractor shall perform and complete the Work as per the statement of work at appendix A and specifications and drawings at Appendix D.

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

#### **3. 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>.

#### **4. General Conditions**

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:
  - GC1 General Provisions R2810D (2017-08-17);
  - GC2 Administration of the Contract R2820D (2016-01-28);
  - GC3 Execution and Control of the Work R2830D (2015-02-25);
  - GC4 Protective Measures R2840D (2008-05-12);
  - GC5 Terms of payment R2850D (2016-01-28);
  - GC6 Delays and Changes in the Work R2860D (2016-01-28);
  - GC7 Default, Suspension or Termination of Contract R2870D (2008-05-12);
  - GC8 Dispute resolution R2880D (2016-01-28);
  - GC9 Contract security R2890D (2014-06-26);
  - GC10 Insurance R2900D (2008-05-12);
- (e) Allowable Costs for Contract Changes Under GC5 R2950D (2015-02-25);
- (f) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (g) Any amendment incorporated by mutual agreement between government of Canada and the Contractor before acceptance of the bid; and
- (h) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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

#### **5. Contract Period**

**The contractor shall perform and complete the work on or before March 29<sup>th</sup>, 2018.**

## **Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

### **6. Contracting Authority**

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

Alexandre Gentile  
Canadian Space Agency  
6767 route de l'Aéroport  
Saint-Hubert (Quebec) J3Y 8Y9  
Canada  
Telephone: (450) 926-4833  
Facsimile: (450) 926-4969  
E-Mail: [alexandre.gentile@canada.ca](mailto:alexandre.gentile@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.

### **7. Project Authority**

To be insert at contract award

### **8. Contractor's Representative**

To be insert at contract award

### **9. Basis of payment – Firm Price**

No increase in the total liability of government of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of government of Canada to be exceeded, unless the Contracting Authority authorizes an increase.

### **10. 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 its 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.

### **11. 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 determine by these laws.

### **12. 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,

## **Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

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) General Conditions as per indication above;
- c) Appendix C, Statement of work, specifications and drawing;
- d) 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).*

### **13. 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.

### **14. 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](mailto:boa.opo@boa.opo.gc.ca).

### **15. 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](mailto:boa.opo@boa.opo.gc.ca).

### **16. Government site regulations**

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

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

### **17. 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>

**APPENDIX A**

**STATEMENT OF WORK**

## **Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

### **1. INVITATION**

The Canadian Space Agency intends to hire a general contractor, qualified to practice in Quebec, to update the heating, ventilation and air-conditioning (HVAC) of the John H. Chapman Space Center in Longueuil, Quebec. This work will include mechanical and control work.

### **2. IMPLEMENTATION**

#### **2.1 Labour**

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

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

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

Provide all equipment and tools necessary to perform the work.

#### **2.3 Materials**

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

The Contractor shall have its materials delivered to the Space Centre loading dock, then taken to the construction site without delay. No materials may be stored inside the building except in the areas reserved for the work.

In the case of materials provided by CSA, the Contractor shall transport the materials from the warehouse to the construction site.

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

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

The selected contractor shall fill out the health and safety procedure document for repair and construction projects carried out at the John H. Chapman Space Centre.

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

Ensure that personnel comply with the OSH action plan.

#### **2.5 Corporate safety**

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

#### **2.6 Service availability**

Establish the work schedule with the CSA manager once the contract has been awarded.

Work Schedule                      Monday to Friday: 6pm to 6am.  
Weekend: with no restriction.

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

## **Modernization of room controls at the Canadian Space Agency (CSA) in St-Hubert**

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

### **2.7 Obligation of result**

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

**APPENDIX B**

**UNIT PRICE TABLE**

**Victaulic joint replacement at the Canadian Space Agency (CSA) in St-Hubert**

---

**UNIT PRICE TABLE**

Firm price to complete the work on or before March 29<sup>th</sup>, 2018  
(price excluding taxes)

\$ \_\_\_\_\_ \*

\* If possible, please provide the details of the cost with your financial proposal, if it's not provide, this can be request before the awarding of the contract.

**APPENDIX C**

**PERFORMANCE EVALUATION REPORT**

**Victaulic joint replacement 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:

<b>*Supplier</b>	
Rating scale:	10 – 9: Excellent 6 – 5: Satisfactory 2 – 1: Unsatisfactory 8 – 7: Very Good 4 – 3: Poor
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:

**Victaulic joint replacement 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"> <li>a. Invoices</li> <li>b. Progress reports</li> <li>c. Reports on use or business volume</li> <li>d. Meeting agendas and minutes</li> <li>e. Documentation and quality of work</li> </ul>	<p>10 9 8 7 6 5 4 3 2 1</p> <p>Comments:</p>
<p><b>TOTAL</b></p>	<p><b>/60</b></p>

**Overall Rating**

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

**APPENDIX D**

**SPECIFICATIONS AND DRAWINGS**

**(SEE DOCUMENT ATTACHED)**

**APPENDIX E**

**CONTRACTOR QUALIFICATION RULES PROGRAM**

**(SEE DOCUMENT ATTACHED)**