



REQUEST FOR PROPOSAL

MECHANICAL MAINTENANCE AND REPAIR SERVICES At the Canadian Space Agency (CSA), St. Hubert

Bid Submission Deadline:
March 27th, 2019 at 14:00 PM (EDT)

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: Anaïs Beaudry

Or E-Post Connect

Reference: CSA File No. 9F030 – 20180724

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



March 12, 2019



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Submission of a bid
3. Trade agreements
4. Summary
5. Communications notification
6. Debriefings
7. Epost Connect Service

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Office of the Procurement Ombudsman clause
6. 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. Mandatory and point-rated Evaluation Criteria
4. Basis of selection

PART 5 – CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 – SECURITY REQUIREMENTS

1. Security Requirement

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of work
2. Standard Clauses and Conditions
3. General Conditions
4. Contract period
5. Option to extend the contract
6. Contracting authority
7. Project authority
8. Contractor's representative
9. Basis of payment – Limitation of expenditures
10. Terms of Payment – Monthly Payment
11. Certifications
12. Applicable Laws
13. Replacement of specific individuals
14. Priority of documents
15. Performance evaluation report
16. Office of the Procurement Ombudsman clauses
17. Government site regulations
18. Direct deposit



- 19. Insurance Requirements
- 20. Accounts and audit

LIST OF APPENDICES

- Appendix A - Statement of Work
- Appendix B - Unit price table
- Appendix C - Performance evaluation report
- Appendix D – Mandatory and rated criteria
- Appendix E – ePost Instructions



PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven parts plus appendices 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 requirement; and

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

2. Submission of a bid

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

General Instructions to Bidders 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 purpose of this Request for Proposal (RFP) is to solicit bids from interested Canadian organizations to provide Mechanical maintenance and repair services at the Canadian Space Agency (CSA) at Saint-Hubert.

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



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.

7. Epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information. **(see instruction at Appendix E)**

<https://buyandsell.gc.ca/submit-your-bid-submission-files-electronically-from-anywhere-in-canada>



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 2003 (2018-05-22) Standard Instructions – Goods or services – Competitive requirements are incorporated by reference into and form part of the bid solicitation.

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.

Bids must be submitted ONLY TO:

By the epost Connect service: <https://www.canadapost.ca/cpc/en/business/postal-services/digital-mail/epost-connect.page>

Epost connect service information: Section 08 (2018-05-22) - Transmission by epost Connect of document 2003 (2018-05-22) – Standard Instructions - Goods or Services - Competitive Requirements
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>

Or

the CSA's Tenders Reception Office

Canadian Space Agency
Bid receiving office
Shipping/receiving (8 h et 16 h 30)
6767, route de l'Aéroport
Saint-Hubert (Québec) J3Y 8Y9
Canada
À l'attention de : Anaïs Beaudry

at the date, time and place indicated on the front page of this bid solicitation.

DO NOT COPY THE CONTRACTING AUTHORITY

Proposals send by fax is not acceptable.



3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority (anais.beaudry-delisle@canada.ca) no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient 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. Office of the Procurement Ombudsman clause

Clause for solicitation documents and regret letters for unsuccessful bidders

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent venue for Canadian bidders to raise complaints regarding the award of federal contracts under \$25,300 for goods and under \$101,100 for services. Should you have any issues or concerns regarding the award of a federal contract below these dollar amounts, contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information about OPO, including the available services, please visit the [OPO website](#).

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

1. General

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

- Section I: Technical Bid (one hard copies and / or soft copies)
- Section II: Financial Bid (one hard copies and / or soft copies)
- Section III: Certifications (one hard copies and / or soft copies)

Bidders must send **the original** of the proposal (copy by email only is acceptable via Epost), 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 .

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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**.

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

Provide the financial proposal in a separate document.

The price of bids will be evaluated in Canadian dollars, Goods and Services Tax (GST) excluded, 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: _____

5) Email for financial questions: _____

6) Procurement Business Number (PBN): _____

7) Tax number: _____

8) Board of directors: _____

Name and title

Name and title



PART 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.

2. Financial Evaluation

Clause of the manual of SACC A0220T (2007/05/25) Evaluation of price

3. Mandatory and point-rated Evaluation Criteria (see Annex D)

The bid must meet the mandatory technical criteria specified in Appendix D. 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.

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

4. Basis of selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a), (b) and (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40 % for the technical merit and 60 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available point's equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a standing offer. Government of 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 government of Canada is subject to verification by government of 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 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_equity/eq/emp/fcp/list/inelig.shtml)" 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](#)" 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/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 [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.

F. EDUCATION AND EXPERIENCE

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

G. 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;
- F. EDUCATION AND EXPERIENCE;

SIGNATURE

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

Signature

Date



PART 6 – SECURITY REQUIREMENTS

Security Requirements

The work to be performed under this RFP does require a security requirement. The personnel will have to obtain a Secret clearance to have access to the building.



PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of work

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

The work must be performed at the Canadian Space Agency (CSA), 6767 Route de l'Aéroport, St. Hubert, Quebec J3Y 8Y9.

2. Standard Clauses and Conditions

All conditions and clauses identified herein by title, number and date are set out in the 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>.

3. General Conditions

2010C (2018-06-21) General Conditions - services (medium complexity) applied to the contract and they are integral part of it.

4. Contract Period

The period of the contract to be issued in response to this RFP will be for one year (from _____ till March 31st, 2020.)

5. Option to extend the contract

The Contractor grants to Canada the irrevocable option to extend the term of this contract by a period of four (4) year, at one year at the time, under the same terms and conditions. Canada may exercise this option at any time by sending a notice to the Contractor at least 30 calendar days prior to the contract expiry date.

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

6. Contracting Authority

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

Anais Beaudry
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert (Quebec) J3Y 8Y9
Canada
Telephone: (450) 926-4492
E-Mail: anais.beaudry-delisle@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 – Limitation of expenditure

Canada's total liability to the contractor under the contract must not exceed the amount of _____, Goods and services tax or harmonized sales tax is extra, if applicable.

No increase in the total liability of Canada or in the price of the work resulting from any design changes, modifications or interpretations of the work, will be authorized or paid to the contractor unless these design changes, modifications or interpretations have been 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 Canada's total liability being exceeded before obtaining the written approval of the contracting authority.

- a) The contractor must notify the contracting authority in writing as to the adequacy of this sum when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the contractor considers that the contract funds provided are inadequate for the completion of the work, whichever comes first.

If the notification is for inadequate contract funds, the contractor must provide to the contracting authority a written estimate for the additional funds required. Provision of such information by the contractor does not increase Canada's liability.

10. Terms of Payment – Monthly Payment

H1008C (2008-05-12) General Conditions – Monthly Payment

11. 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.

12. Applicable Laws

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



13. Replacement of specific individuals

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

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

14. 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) General Conditions as per 2010C (2018-06-21) General Conditions - services (medium complexity);
- c) Appendix C, Statement of work;
- 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).*

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.

16. Office of the Procurement Ombudsman clauses

Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work*



and *Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

Contract clause – 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 complainant respecting the administration of the 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.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

17. Government site regulations

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

18. 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>

19. Insurance requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

20. Accounts and Audit

The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

If the Standing offer includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Standing offer, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Standing offer t.

The amount claimed under the Standing offer, calculated in accordance with the Basis of Payment provision in the Articles of Agreement, is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any



overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Standing offers/contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.



APPENDIX A

STATEMENT OF WORK



1.0 GENERAL

The Canadian Space Agency (CSA) is seeking the services of a specialized building mechanical maintenance supplier. The John H. Chapman Space Centre, built in 1993, is a building with 30,000 square metres of floor area. Approximately 50% of the floor area of the building consists of offices, while 35% consists of special-purpose areas (laboratories, control centres).

2.0 SCOPE OF WORK

The project consists in providing labour to perform the tasks described in these Specifications relative to the maintenance and repair of mechanical systems as well as to carry out various small projects.

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

Each task will be carried out in accordance with a request drawn up on an appropriate form entitled "Work Request".

2.1 MAINTENANCE OF THE FOLLOWING SYSTEMS AND EQUIPMENT

Mechanical systems, ventilation and air-conditioning systems, pneumatic and electronic controls, water towers and plumbing, and various building-related tasks such as, but not limited to, the following equipment:

- Pumps
- Heat exchangers
- Air exchangers and changing of filters
- Air-conditioning system
- Single refrigeration units
- Cooling towers
- Air compressor
- Fans
- Motors
- All tanks
- Pneumatic controls
- Electrical and electronic controls
- All water and glycol systems
- All air systems
- Chemical injection and water treatment systems
- Fire pump station



- All drainage systems
- Plumbing fixtures

3.0 CONTRACTOR'S EXPERIENCE (see Appendix D – Mandatory Criteria)

4.0 PERSONNEL REQUIRED

The Contractor must ensure that a technician is on duty in accordance with CSA requirements to perform the tasks specified in Section 2.

The technician assigned to the CSA must always be the same resource (except if that resource is on vacation).

If the Contractor's resource are absent (on leave or because of illness) when a CSA representative places an emergency call, the supplier must ensure that a replacement resource will be available within a maximum period of two hours to deal with the emergency.

The Contractor must ensure that its resources are available 24 hours day, 7 days a week, including statutory holidays.

The Contractor must ensure that its resources arrive at the Space Centre within a period of one (1) hour to provide requested services.

The CSA may request additional workers if the workload requires it. The CSA representative will submit to the Contractor a request specifying the work to be carried out. The Contractor must provide the necessary workers within five (5) working days.

In the event that the resource assigned to the CSA leaves, the Contractor must submit within five days the resumé of technicians able to meet the requirements of the position. Upon the CSA's selection of the technician, the Contractor must assign this technician to the CSA within five days.

In the event that the regular technician assigned to the Canadian Space Agency leaves, the Contractor will pay the costs of a ten-day period during which the departing employee will transfer his/her knowledge to the incoming employee.

5.0 EMPLOYEES' QUALIFICATIONS (see Appendix D – Mandatory Criteria)

Employees must be able to perform the main tasks described below, but are not limited to performing those tasks:

Maintenance of and installation of additional components to the building's piping systems, including the following:

- domestic water systems
- mixed water and cooling water systems
- glycol systems
- compressed air and pneumatic systems
- pump maintenance and repairs



- maintenance and repair of compressed air systems (including absorption-type and refrigerated air-type dryers) and all parts

- maintenance and repair of water towers

- maintenance and repair of hot water heaters

- installation and connecting-up of plumbing services for laboratory equipment and set-ups

Preventive maintenance, repairs and installation of refrigeration, air-conditioning, heating, humidification and ventilation systems for the building and laboratories, including but not limited to the following equipment:

- heat pumps

- air conditioners

- refrigeration units

- coolers

- humidifiers and hot water heaters

- changing of filters

- fans

- heat-reclaiming devices

- cooling towers

- compressors and air dryers

- laboratory fume hoods

- pneumatic, electrical and electronic controls

6.0 EQUIPMENT AND TOOLS

The Contractor must provide all of the equipment and tools required to carry out the work.

The Contractor must provide workers with all personal protective equipment (PPE).

7.0 PRICE SCHEDULE

The Contractor's proposed hourly rate must include the resources' travel expenses to get to the CSA, in addition to insurance, trade and union dues, benefits, taxes and all other costs.

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

Sick days and all other types of leave will be at the Contractor's expense.



APPENDIX B

UNIT PRICE TABLE



*** Rates indicated below are firm before tax

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

Work schedule – Monday to Friday, 7:00 am to 4:00 pm

	Year 1 _____ to March 31, 2020	Option Year 1 April 1, 2020 to March 31, 2021	Option Year 2 April 1, 2021 to March 31, 2022	Option Year 3 April 1, 2022 to March 31, 2023	Option Year 4 April 1, 2023 to March 31, 2024
Stationary machine mechanic	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour

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

	Year 1 _____ to March 31, 2020	Option Year 1 April 1, 2020 to March 31, 2021	Option Year 2 April 1, 2021 to March 31, 2022	Option Year 3 April 1, 2022 to March 31, 2023	Option Year 4 April 1, 2023 to March 31, 2024
Stationary machine mechanic	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour

Overtime – Saturday, Sunday and holidays

	Year 1 _____ to March 31, 2020	Option Year 1 April 1, 2020 to March 31, 2021	Option Year 2 April 1, 2021 to March 31, 2022	Option Year 3 April 1, 2022 to March 31, 2023	Option Year 4 April 1, 2023 to March 31, 2024
Stationary machine mechanic	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour	_____ \$/hour

	Year 1 _____ to March 31, 2020	Option Year 1 April 1, 2020 to March 31, 2021	Option Year 2 April 1, 2021 to March 31, 2022	Option Year 3 April 1, 2022 to March 31, 2023	Option Year 4 April 1, 2023 to March 31, 2024
Minimum hours billed per service call if applicable	_____ hour(s)	_____ hour(s)	_____ hour(s)	_____ hour(s)	_____ hour(s)



Materials, equipment and supplies

	Year 1 _____ to March 31, 2020	Option Year 1 April 1, 2020 to March 31, 2021	Option Year 2 April 1, 2021 to March 31, 2022	Option Year 3 April 1, 2022 to March 31, 2023	Option Year 4 April 1, 2023 to March 31, 2024
Percentage of markup on materials (if applicable)	____%	____%	____%	____%	____%

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

- 2,080 hours per year (stationary machine mechanic during regular work hours)
- 40 hours per year (stationary machine mechanic during overtime work hours – Monday to Friday 4:00 pm to 7:00 am)
- 40 hours per year (stationary machine mechanic during overtime work hours – Saturday, Sunday and statutory holidays)
- 2 hours per year (stationary machine mechanic during regular work hours) X 2 service calls X minimum hours billed per service call
- Material, equipment and supplies: estimated \$5,000.00 per year

The estimated value of the contract will be \$160,000.00 before taxes per year.



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:	<table style="width: 100%; border: none;"> <tr> <td style="width: 25%;">10 – 9: Excellent</td> <td style="width: 25%;">6 – 5: Satisfactory</td> <td style="width: 25%;">2 – 1: Unsatisfactory</td> <td style="width: 25%;"></td> </tr> <tr> <td>8 – 7: Very Good</td> <td>4 – 3: Poor</td> <td></td> <td></td> </tr> </table>	10 – 9: Excellent	6 – 5: Satisfactory	2 – 1: Unsatisfactory		8 – 7: Very Good	4 – 3: Poor														
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?	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
10	9	8	7	6	5	4	3	2	1												
Comments:																					
2. Please rate the overall quality of the services provided by this supplier.	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
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.	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
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?	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
10	9	8	7	6	5	4	3	2	1												
Comments:																					
5. Please rate the quality of communication between the department and the supplier.	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
10	9	8	7	6	5	4	3	2	1												
Comments:																					
6. Were all administrative documents received in accordance with the requirements of the contract?	<table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">10</td><td style="text-align: center;">9</td><td style="text-align: center;">8</td><td style="text-align: center;">7</td><td style="text-align: center;">6</td><td style="text-align: center;">5</td><td style="text-align: center;">4</td><td style="text-align: center;">3</td><td style="text-align: center;">2</td><td style="text-align: center;">1</td> </tr> <tr> <td colspan="10">Comments:</td> </tr> </table>	10	9	8	7	6	5	4	3	2	1	Comments:									
10	9	8	7	6	5	4	3	2	1												
Comments:																					
Administrative documents can include but are not limited to: <ul style="list-style-type: none"> a. Invoices b. Progress reports c. Reports on use or business 	Page 30 of 37																				





APPENDIX D

MANDATORY AND RATED CRITED



The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis.

NOTES: Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Proposals MUST demonstrate compliance with all of the following Mandatory Requirements and MUST provide the necessary documentation to support compliance. Each category should be addressed separately.

		YES	NO
MANDATORY CRITERIA FOR THE CONTRACTOR			
M1	<p>Company must prove that it has been in business for at least the last ten (10) years from the closing date of this RFP.</p> <p>*To demonstrate compliance with this criterion, the Bidder must include within their proposal the documented proof of its status (certificate of incorporation, business registration or tax returns confirming the number of months it has been in business).</p>		
M2	<p>The Contractor must be registered with the Commission des normes, de l'équité, la santé et de la sécurité au travail (CNESST).</p> <p>(Provide a copy of the register or a copy of the registration certificate to the CNESST)</p>		
M3	<p>The Contractor must hold a licence from the Régie du bâtiment (RBQ) that is valid for the following categories:</p> <p>15.2 Natural gas burner systems 15.8 Ventilation 15.10 Refrigeration</p> <p>(Provide a copy of the company's RBQ license register listing the categories requested above)</p>		
MANDATORY PERSONAL EXPERIENCE			
To be considered compliant:			
Provide the C.V, certificates and Competency cards of each of the proposed resources that allows validate that each of the requirements are met			
M4	<p>Have a minimum of ten (10) years experience in industrial mechanical maintenance</p>		



M5	Have a Diploma of Vocational Studies (DVS) in industrial mechanics		
M6	Have a welding training in the different technics (SMAW, GTAW, GMAW, FCAW)		
M7	Have a Class 4–Heating and Class B–Refrigeration competency card issued by Emploi Québec.		
M8	Have a scissor-type and an aerial lift operator competency card.		
M9	Have Workplace Hazardous Materials Information System training certificate. (WHMIS 2015)		
M10	<p>Have a minimum of one (1) experience in the use of computer systems and control systems operation Tracer ES from Trane, Connect IMS from Walker and StruxureWare from Scheinder Inc.</p> <p>Specify the places where the candidate obtained his experience.</p> <p>*A practical exam may be held to confirm the candidate's ability.</p>		
RATED CRITERIA		Max Points	Received
R1	<p>The Bidder must provide evidence of its recent experience and past performance in the mechanical maintenance of buildings by referencing three (3) similar projects/contracts within the last five (5) years from this RFP closing date, in government or private organizations.</p> <p>To demonstrate this experience, the following information is required for three (3) recent projects completed by the Bidder:</p> <ol style="list-style-type: none"> I. Project Name II. Proponent's Name, Title and Organization III. Proponent's Contact Information (reference – phone, email, website) IV. Date of Completion V. Cost of Project VI. Summary of Project (Approximately 100 words or less) <p>Notes:</p> <ul style="list-style-type: none"> • References will only be contacted to verify information. • If the Bidder submits projects in excess of the stated 	18	



	<p>requirement, only the projects up to the identified limit of three (3) projects will be assessed. The first three (3) projects listed in the proposal will be considered for evaluation.</p> <p>1 point per item I through VI = 6 points maximum per project</p>		
	Total Score	18	



APPENDIX E

EPOST INSTRUCTIONS



Public Services and Procurement Canada (PSPC) is moving forward on its Procurement Modernization Initiative, which aims to simplify the procurement process. Suppliers requested the ability to submit their bids electronically and PSPC listened! The Bid Receiving Unit in the National Capital Region is launching an electronic bid submissions pilot using Canada Post's (CPC) epost Connect online service and your organization has been identified as a potential participant.

The pilot will include a limited number of solicitations, starting with "invitation only" tenders to pre-qualified suppliers. Later on in the pilot, suppliers may watch for opportunities posted on Buyandsell.gc.ca that will be clearly identified as solicitations selected for the epost Connect pilot.

What is epost Connect?

[epost Connect](#) is a secure, online service that allows users to share large, confidential files. Some of the service features include:

- large file transfers, allowing users to attach multiple 1 gigabyte (GB) files (any file type) in a single message
- the ability to track your electronic activity history
- privacy and security features that allow the processing of Protected B documents (which meet Government of Canada requirements).

Participants in the pilot project **will not incur any costs** for the use of the epost Connect service.

Please note that a Canadian mailing address is required to use the epost Connect service. Should this be an issue for you, please contact us and we will be pleased to provide a work-around procedure to ensure you can still participate in the epost Connect pilot.

To provide you with an overview of how the system works and to help inform your decision, attached is the CPC epost Connect Participant Guide.

Benefits to businesses

Sending bid submission files via epost Connect means:

- a faster and more efficient bid submission process
- a green alternative to submitting paper files in-person, by mail or fax to a Bid Receiving Unit office
- a time and date stamp record for the upload of files in epost Connect

How to participate

Please confirm your participation in the pilot to PSPC's National Capital Region Bid Receiving Unit at: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca.

Once you have confirmed your participation, the Bid Receiving Unit will explain the next steps and invite you to create an epost Connect account.

IMPORTANT: If you decide not to participate in this pilot using an epost Connect account you are still invited to bid and the regular methods for bid submissions that are outlined in the solicitation document. We look forward to collaborating with you on this exciting new initiative!