
REQUEST FOR PROPOSAL (RFP)

Inspection and preventative maintenance services for uninterruptible power supply (UPS) equipment

Bid Submission Deadline:
January 6th, 2020 at 2:00 PM (EST)

Submit Bids to the Canadian Space Agency by:

FAX : 819-997-9776

or

E-Post Connect: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

For the attention of : Alexandre Gentile

Reference: CSA File No. **9F030-20200136**

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



December 11th, 2020



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PART 1 - GENERAL INFORMATION

1. Summary

Provide qualified labour to maintain the uninterruptible power supply (UPS) equipment and static switch according to the manufacturer's recommendations.

- **Period of the Contract**
Initial period is for one (1) year starting from contract award date.
- **Option year**
It is intended to result in the award of one (1) contract of one (1) year, plus four (4) one-year irrevocable options allowing Canada to extend the term of the contract.
- **Work location**
The work will take place at the Canadian Space Agency, at 6767 Route de l'Aéroport, Saint-Hubert, Québec.

2. Security Requirement

There are no security requirements associated with this requirement.

3. Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

4. Optional site visit

Before submitting his bid, the contractor should be present at the site visit to familiarize himself with the existing conditions and examine any other details that could affect the cost of the work.

Arrangements have been made for a site visit to be held on **December 17th, 2020, at 10:00am at the Canadian Space Agency (6767 Route de l'Aéroport, Saint-Hubert, Québec, J3Y 8Y9).**

The bidders MUST communicate with the Contracting Authority to confirm attendance and provide the name of the person who will attend 48 hours in advance. In order to protect the health and safety of participants due to the COVID-19 pandemic, visitors will have to respect the hygiene and physical distancing instructions in force. Bidders may be required to bring masks and gloves. Only one visitor per company will be allowed. Do not attend the visit if you have symptoms of COVID-19, if you have traveled in the past 14 days, or if you have been in contact with people affected by the disease or its symptoms. A second visit could be organized if there are too many attendees. Should that be the case, a notice will be posted on the Buyandsell website. 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.



5. The 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 ANNEX F)**

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

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 Request for proposal (RFP) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of this bid solicitation and accept the clauses and conditions of the resulting contract.

1.1. SACC Manual Clauses

The document 2003 (2020-05-28) - Standard Instructions - Request for Proposal - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

2. Submission of Bids

THE DEADLINE FOR SUBMITTING BIDS IS INDICATED ON PAGE 1 OF THIS DOCUMENT.

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically.

Bids must be submitted ONLY:

- ❖ 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 (2019-03-04) Transmission by facsimile or by epost Connect of **document 2003 (2020-05-28)** – Standard Instructions - Goods or Services - Competitive Requirements <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#transmission-by-facsimile>

Or

- ❖ By fax at 819-997-9776

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

DO NOT COPY THE CONTRACTING AUTHORITY

Proposals sent in person, by regular mail or by email (with the exception of the Epost Connect Service from Canada Post) will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the **Contracting Authority** alexandre.gentile@canada.ca **no later than two (2) 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 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 Canada determines that the enquiry is not of a proprietary nature. 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 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 **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 \$26,400 for goods and under \$105,700 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. 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.

7. 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. Bid Preparation Instructions

Bidders must send their bid by the specified deadline (date and time) using a method indicated on page 1 of the RFP. Proposals can be submitted in English or French.

Prices must appear in the financial bid only. No price must be indicated in another section of the bid.

2. Price

The financial proposal must indicate the detailed breakdown of the total price proposed. The proposed payment terms must be given **as indicated in Annex B**.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The Government of Canada requests that bidders follow the format instructions described below in the preparation of their bid.

- a) use 8.5 "x 11" (216 mm x 279 mm) format;
- b) use a numbering system that corresponds to the bid solicitation;
- c) include the certifications in a separate section of the bid.
- d) Bidders must submit their financial bid in accordance with the Basis of Payment
- e) the total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable, must be shown separately.

3. Commercial name and address of the Bidder

1) Name: _____

2) Address: _____

3) Telephone: _____ Fax: _____

4) Email: _____

5) Email for financial questions (eg billing): _____

6) Business Number - Procurement (NEA): _____

7) Tax number: _____

8) Members of the Board of Directors:

Name and title

4. Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

2. Financial Evaluation

SACC Manual Clause A0220T (2014-06-26) Evaluation of Price.

3. Basis of Selection

A bid must comply with all the requirements specified in the bid preparation instructions to be declared responsive. The responsive bid meeting all of the mandatory criteria with the lowest evaluated price will be recommended for award of a contract.

4. Mandatory criteria

The contractor must be an authorized representative of APC by Schneider Electric uninterruptible power supplies. The bidder must demonstrate this either by means of a letter or a certificate. The members of the evaluation committee reserve the right to verify the proof with Schneider Electric.



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required with the Bid

Bidders **MUST** submit the following duly completed certifications as part of their bid.

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

1.2 Former Public Servant

Contracts awarded to 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 before contract award.

1.2.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of



various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

1.2.2 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.

1.2.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

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 adjustment 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.

1.3 Ineligibility and Suspension Policy

Bidders, offerors or suppliers certify to the following when submitting a bid:

- they have read and understand the **Ineligibility and Suspension Policy**; <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>



- they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension;
- they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- they have provided a list of all foreign criminal charges and convictions;
- none of the domestic criminal offences and other circumstances described in the Policy applies to them, their affiliates and their first tier subcontractors; and
- they are not aware of a determination of ineligibility or suspension that applies to them.

1.4 Integrity Provisions – List of Names

- Bidders who are incorporated, including those bidding as a joint venture, **must provide a complete list of names of all individuals who are currently directors** of the Bidder. (See Annex E - Integrity Form).
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, **must provide the name of the owner(s)**. (See Annex E - Integrity Form).
- Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

1.5 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

1.6 Education and Experience

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

1.7 Procurement Business Number (optional)

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information <https://srisupplier.contractsCanada.gc.ca/>.



For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number (PBN): _____

1.8 Certification

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. 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, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

CERTIFICATION SIGNATURE

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

- 1.1. Federal Contractors Program for Employment Equity - Bid Certification
- 1.2. Former Public Servant
- 1.3. Ineligibility and Suspension Policy
- 1.4. Integrity Provisions – List of Names
- 1.5. Status and Availability of Resources
- 1.6. Education and Experience
- 1.7. Procurement Business Number
- 1.8. Certification

On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

- 1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;
- 2. This bid is valid for the period requested in the bid solicitation;
- 3. All the information provided in the bid is complete, true and accurate; and
- 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Signature

Date

Name (print or type) of person authorized to sign on behalf of the Organization

Phone : _____

E-Mail : _____

PART 6 - RESULTING CONTRACT CLAUSES

1. Priority of Documents

The documents specified below will form part of and will be incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- the Articles of Agreement;
- Clauses and Conditions
General Conditions:
 - **2010C (2020-05-28)**, Services (medium complexity)
- Annex B, Basis of payment
- Annex C, Statement of Work (SOW);
- the Contractor's proposal dated _____

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C".

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

3.1 General conditions

2010C (2020-05-28), Services (medium complexity)
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/18>

4. Security Requirements

There is no security requirement applicable to the Contract.

5. Term of Contract

Initial period is for three (3) years starting from contract award date.

5.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **an additional two (2) year-periods under the same terms and conditions**. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in annex B Terms of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the Contract expiry date.



The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6. Basis of Payment - Limitation of expenditure

For the Work described the Statement of Work in Annex C, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a limitation of expenditure of **\$XXXXXX**. (*insert the amount at contract award*) Customs duty is included and 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 Contracting 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. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the 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.

7. Methods of Payment - Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

8. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be sent by E-mail: asc.facturation-invoicing.csa@canada.ca

One (1) copy must be forwarded to the Project Authority



9. Electronic Payment of Invoices

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>

10. 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.

11. Contracting Authority

The Contracting Authority for the Contract is:

Alexandre Gentile
Procurement and Contract Administration
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert, QC
Canada J3Y 8Y9
Telephone: (450) 926-4875
E-Mail: 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.

12. Project Authority

To be inserted at contract award.

Name: TBD
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert, QC
Canada J3Y 8Y9
Telephone:
E-Mail:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.



13. Contractor's Representative

The Contractor's Representative for the Contract is:

Name:

Contractor:

Telephone:

E-Mail:

14. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

15. Performance Evaluation

Contractor 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. See ANNEX D.

16. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

17. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

18. Insurance Requirements

Insurance - No Specific Requirement

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.

19. Office of the Procurement Ombudsman clause

19.1 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.

19.2 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.



ANNEX “B”

Basis of Payment

Pricing



All expenses quoted below include: travel expenses and labour, as well as the company's administration and profit before applicable taxes.

Tasks	1 st year of the contract	1 st option year	2 nd option year	3 rd option year	4 th option year
1) Annual cost of carrying out preventative maintenance (according to the specifications in Annex C)	_____ \$ / year	_____ \$ / year	_____ \$ / year	_____ \$ / year	_____ \$ / year
2) Firm hourly rate for service calls during regular working hours from Monday to Friday, 7 a.m. to 5 p.m., if required	_____ \$ / hour	_____ \$ / hour	_____ \$ / hour	_____ \$ / hour	_____ \$ / hour
3) Firm hourly rate for service calls outside regular work hours from Monday to Friday, 5 p.m. to 7 a.m., if required	_____ \$ / hour	_____ \$ / hour	_____ \$ / hour	_____ \$ / hour	_____ \$ / hour
4) Firm hourly rate for service calls on the weekend and on holidays, if required	_____ \$ / hour	_____ \$ / hour	_____ \$ / hour	_____ \$ / hour	_____ \$ / hour
5) Percentage of profit on components, if required	_____ %				

The financial evaluation of the bids will be based on the following calculation:

- 1) Annual cost of carrying out preventative maintenance.
 - **Total of the five (5) periods of the contract**
- 2) Firm hourly rate for service calls during regular working hours.
 - **Forty (40) hours of work per year for the five (5) periods of the contract**
- 3) Firm hourly rate for service calls outside regular work hours.
 - **Twenty (20) hours of work per year for the five (5) periods of the contract**
- 4) Firm hourly rate for service calls on the weekend and on holidays.
 - **Ten (10) hours of work per year for the five (5) periods of the contract**
- 5) Percentage of profit on components.
 - **Based on an estimated total of parts for the full contract period: \$25,000.00**

1) + 2) + 3) + 4) + 5) =

_____ \$

Total of the financial proposal



ANNEX “C”

STATEMENT OF WORK (SOW)

The contractor will carry out the work described below.

General objective

Provide qualified labour to maintain the uninterruptible power supply (UPS) equipment and static switch according to the manufacturer's recommendations, at the John H. Chapman Space Centre located at 6767 Route de l'Aéroport, St-Hubert.

Scope of work

The maintenance work set out in this quote applies to the following items:

- 2 MGE Galaxy 4000 75 kVA UPSs
- 2 MGE Galaxy PW 225 kVA UPSs
- 1 MGE Comet 80 kVA UPS
- 1 Galaxy 3000 30 kVA UPS
- 3 Galaxy 3500 30 kVA UPSs
- 1 MGE Galaxy 3500 15 kVA UPS
- 1 MGE Epsilon STS 400A static transfer switch
- 1 MGE Epsilon STS 200A static transfer switch

Description of the work

The work includes, but is not limited to, all UPS equipment.

Provide inspection and preventative maintenance services including the following points:

- Carry out general inspections and maintenance on the electrical parts, and ensure that electrical components and accessories are operating properly, according to the manufacturer's recommendations, to ensure optimal performance of the equipment.
- Conduct two (2) inspection and maintenance visits per year (date to be determined) at six- (6) month intervals.
- Provide a detailed written report of the maintenance carried out within five (5) days following each visit. The report must identify the repairs needed and include a written estimate.

Resource availability

Have resources available for service at all times (24 hours a day, seven days a week) during the entire contract period.

Available means ensuring that the CSA can, whenever needed, contact the contractor, one of their designated staff members, or a centralized emergency call service to report an anomaly or breakage. The



time between receiving a call from the CSA representative and the contractor's arrival on-site should be a maximum of two (2) hours between 7 a.m. and 5 p.m. on weekdays and a maximum of four (4) hours in other cases.

Provide the CSA representative with phone numbers and procedures to follow to contact the contractor or their technicians at any time.

Resource qualification

The resources provided by the contractor must be accredited by Schneider Electric to perform maintenance on the equipment.

Health and safety

Carry out the work using safe and recognized work methods.

Work schedule

Before any inspection or maintenance visit, give the departmental representative two business days' advance notice to ensure that all devices will be accessible.



ANNEX “D”

Performance Evaluation Report



PERFORMANCE EVALUATION REPORT

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

Name of contractor:	Contract completion date:
Name of project authority/technical authority:	Branch:
Contract no.:	Project name:

*Supplier	
Rating scale:	10 – 9: Excellent 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:
5. Please rate the quality of communication between the department and the supplier.	10 9 8 7 6 5 4 3 2 1 Comments:



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

Overall Rating

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



ANNEX “E”

INTEGRITY FORM

**To be included with certifications
(Section III : Certifications):**



Dénomination complète de l'entreprise / Complete Legal Name of Company	
Adresse de l'entreprise / Company's address	
NEA de l'entreprise / Company's PBN number	
Numéro de l'appel d'offre / Request for proposal's number	
Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board of Directors (Use format – First name, Last name	
1. Membre / Director	
2. Membre / Director	
3. Membre / Director	
4. Membre / Director	
5. Membre / Director	
6. Membre / Director	
7. Membre / Director	
8. Membre / Director	
9. Membre / Director	
10. Membre / Director	
Autres Membres / Other members:	
Commentaires / Comments	



ANNEX “F”

E-POST 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!