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## REQUEST FOR PROPOSAL (RFP)

**Electrical and mechanical work - Replacement of ventilation system**

**Bid Submission Deadline:  
April 28, 2022 at 10:00 AM (EDT)**

**Submit Bids by:  
E-Post Connect**  
or by FAX : 819-997-9776

**Reference:** CSA File No. 9F030-20210390-C

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



**April 5, 2022**



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This bid solicitation cancels and supersedes previous bid solicitation number 9F030-20210390/B dated January 31, 2022 with a closing of February 10, 2022 at 10:00 EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

The bid solicitation is divided into six (6) parts plus attachments and annexes, as follows:

- Part 1      General Information:** provides a general description of the requirement;
- Part 2      Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation;
- 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, and the basis of selection;
- Part 5      Certifications and Additional Information:** includes the certifications and additional information to be provided; Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders;
- Part 6      Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

### List of Annexes:

ANNEX B	Basis of Payment
ANNEX C	Statement of Work (SOW)
ANNEX D	Performance Evaluation Form
ANNEX E	Integrity Form
ANNEX F	COVID-19 Vaccination Requirement Certification
ANNEX G	E-Post Instructions



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## PART 1 - GENERAL INFORMATION

### 1. Summary

The Canadian Space Agency requires the services of a contractor, qualified to practise and holding a Quebec permit, to replace the ventilation system #28 at the John H. Chapman Centre.

- **Period of the Contract**

From Contract date award to October 1<sup>st</sup>, 2022.

- **Work location**

The work will take place at the Canadian Space Agency, at 6767 Route de l'Aéroport, Saint-Hubert, Québec.

- **Travel**

As travel is not required, no travel expenses will be reimbursed.

### 2. Security Requirement

There are no security requirement associated with this request.

The personnel who will come to carry out the work will be escorted at all times by a guard. The contractor must notify the project authority **at least one (1) week in advance** to submit a schedule including the name and surname of the employee, the time of arrival and the estimated time of departure of the employee.

### 3. Trade Agreements

Pursuant to Section 800 of the Canadian Free Trade Agreement (CFTA), the CFTA does apply to this procurement.

### 4. 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."

### 5. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held **at Canadian Space Agency (CSA) at 6767 Route de l'Aéroport, Saint-Hubert, J3Y 8Y9 on April 20, 2022 at 10:00 AM (EDT).**

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority **no later than April 15, 2022, 2:00 pm (EDT) to confirm attendance** and provide the name(s) of the person(s) who will attend. Bidders must also complete



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and submit the following certification – **ANNEX F - COVID-19 Vaccination Requirement Certification, before the site visit.**

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. **Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive.** Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## 6. Conference

A bidders' conference will be held right after the mandatory visit. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

## 7. 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.

## 8. Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints.



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## 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 **R2410T (2020-05-28)** - General Instructions - Construction Service - are incorporated by reference into and form part of the bid solicitation.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2410T/18>

### 2. Submission of Bids

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.

**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 (2020-05-28)** - Transmission by epost Connect of document **2003 (2020-05-28)** – Standard Instructions - Goods or Services - Competitive Requirements  
[Section 1.2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca](#)  
**See Annex G**

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

### **DO NOT COPY THE CONTRACTING AUTHORITY**

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority [melanie.seguin@asc-csa.gc.ca](mailto:melanie.seguin@asc-csa.gc.ca) **no later than three (3) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable 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,



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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. 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.



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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

**Section I:** Technical Bid

**Section II:** Financial Bid

**Section III:** Certifications

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

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

- a) use a numbering system that corresponds to that of the Request for proposal

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

Bidders must submit the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

Bidders should review Contract Cost Principles 1031-2 - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6> for a description of allowable costs.

Bidders must submit their financial bid in accordance with the Basis of Payment and the **Annex B** - Pricing. The total amount of Goods and Services Tax must be shown separately, if applicable.

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



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The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.





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## 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

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

### 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 with the lowest evaluated price will be recommended for award of a contract.



## PART 5 - CERTIFICATIONS

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 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.

##### 1.1.1 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.



### 1.1.2 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.

### 1.1.3 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.

### 1.1.4 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.

## 1.2 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.

### 1.3 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.

### 1.4 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.

### 1.5 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.

### 1.6 Procurement Business Number

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): \_\_\_\_\_

### 1.7 Price Certification

The Contractor certifies that the rate quoted is not excess of the lowest rate charged anyone else, including its most favoured customer, for like quality and quantity of the services.

### 1.8 A3080T (2021-11-29) Covid-19 Vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive

### 1.9 A3081T – (2021-11-29) - COVID-19 vaccination requirement certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract. . (See Annex J - Certification of COVID-19 Vaccination Requirement)

### 1.10 Certification – Bid

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

## CERTIFICATION SIGNATURE

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

- 1.1. Former Public Servant
- 1.2. Ineligibility and Suspension Policy
- 1.3. Integrity Provisions – List of Names
- 1.4. Status and Availability of Resources
- 1.5. Education and Experience
- 1.6. Procurement Business number
- 1.7. Price certification
- 1.8. COVID-19 Vaccination Requirement
- 1.9. COVID-19 Vaccination Requirement Certification
- 1.10. Certification - Bid

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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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;
- Annex A, Clauses and Conditions  
Supplementary conditions
  - **4013 (2021-11-29)** Compliance with on-site measures, standing orders, policies, and rules
  - **4014 (2021-11-29)** Suspension of the work
- General Conditions
- Annex B, Basis of payment
- Annex C, Statement of Work;
- Annex D, Performance Evaluation
- Annex E, Integrity Form
- Annex F, Covid-19 Vaccination requirement certification
- Annex G, E-post instruction
- 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" and the Contractor's technical bid dated \_\_\_\_\_.

### 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>

### 4. General Conditions

The following are the contract documents:

- (a) Contract page when signed by government of Canada;
- (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- (c) Plans and Specifications;
- (d) General Conditions:
  - GC1 General Provisions R2810D (2021-12-02);
  - GC2 Administration of the Contract R2820D (2016-01-28);
  - GC3 Execution and Control of the Work R2830D (2019-11-28);
  - GC4 Protective Measures R2840D (2008-05-12);
  - GC6 Delays and Changes in the Work R2865D (2019-05-30);
  - GC7 Default, Suspension or Termination of Contract R2870D (2018-06-21);
  - GC8 Dispute resolution R2880D (2019-11-28);
  - GC9 Contract Security R2890D (2018-06-21)
  - GC10 Insurance R2900D (2008-05-12);
- (e) Allowable Costs for Contract Changes Under GC5 R2950D (2015-02-25);
- (f) Any amendment issued or any allowable bid revision received before the date and time



set for solicitation closing;

(g) Any amendment incorporated by mutual agreement between government of Canada and the Contractor before acceptance of the bid; and

(h) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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

#### **GC1.8 (2014-06-26) Laws, permits and taxes**

1. The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than Canada. The Contractor shall furnish evidence of compliance with such laws and regulations to Canada at such times as Canada may reasonably request.
2. Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.

#### **5. Term of Contract**

From Contract award date to October 1<sup>st</sup>, 2022.

#### **6. Basis of Payment – Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### **7. Methods of Payment – Progress Payments**

1. On the expiration of a payment period, the Contractor shall deliver to Canada
  - a. a written progress claim in a form acceptable to Canada that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and
  - b. a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as " subcontractors and suppliers", have been fully discharged.





2. Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, Canada shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of Canada
  - a. is in accordance with the Contract; and
  - b. was not included in any other progress report relating to the Contract.
3. Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to
  - a. 95 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor; or
  - b. 90 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has not been furnished by the Contractor.
4. Canada shall pay the amount referred to in paragraph 3) of GC5.4 not later than
  - a. 30 days after receipt by Canada of both a progress claim and a statutory declaration referred to in paragraph 1) of GC5.4; or
  - b. 15 days after receipt by Canada of the Contractor's progress schedule or updated progress schedule, in accordance with GC3.1, "Progress Schedule",  
whichever is later.
5. In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.

## 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.

Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;
- (b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (c) a copy of the monthly progress report.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the following address [asc.facturation-invoicing.csa@canada.ca](mailto:asc.facturation-invoicing.csa@canada.ca) for certification and payment

CANADIAN SPACE AGENCY  
**9F030 – FINANCIAL SERVICES**  
Security and Facilities  
[asc.facturation-invoicing.csa@canada.ca](mailto: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 \_\_\_\_\_. (*Insert the name of the province or territory.*)

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:

Mélanie Séguin  
**Procurement and Contract Administration**  
Agence Spatiale Canadienne  
6767, route de l'Aéroport  
St-Hubert (Québec) J3Y 8Y9  
Téléphone : 438-364-1399  
Courriel : [melanie.seguin@asc-csa.gc.ca](mailto:melanie.seguin@asc-csa.gc.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  
Title: Chief, Electromechanical ExploitationSpace Utilization  
Security and Facilities  
Canadian Space Agency  
6767, Route de l'Aéroport  
St-Hubert, Québec, J3Y 8Y9  
Telephone: (450) 926-  
E-Mail: [@asc-csa.gc.ca](mailto:@asc-csa.gc.ca)

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. 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.

### 15. 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.

### 16. 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.

### 17. 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](mailto:boa.opo@boa-opo.gc.ca), or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



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## 18. 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](mailto:boa.opo@boa-opo.gc.ca), by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).



## ANNEX B - Basis of Payment- Pricing

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

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

Description	Firm Price (\$ CAD)
Floor construction (Truss reinforcement - Structure)	
Sanitary drainage system	
Other plumbing systems	
HVAC distribution (ventilation)	
HVAC distribution (heated and chilled water)	
Control and instrumentation	
System testing and tuning	
Sprinklers	
Electrical service and distribution	
Lighting and secondary distribution	
Demolition of mechanical systems	
Demolition of electrical systems	
<b>Sub-total</b>	
TPS \$/TVQ Taxes vente biens et services (14.975%)	
<b>TOTAL</b>	

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## ANNEX C - STATEMENT OF WORK (SOW)

**See the plans and specifications documents attached to this request for proposal.**

### 1. INVITATION

The Canadian Space Agency is searching for the services of a contractor, qualified to practise and holding a Quebec permit, to replace the ventilation system #28 at the John H. Chapman Centre.

### 2. IMPLEMENTATION

#### 2.1 Labour

Assign qualified labour to carry out work according to drawings and specifications. Make sure that all assigned labour has the competency cards required by law.

#### 2.2 Equipment and tools

Provide all equipment and tools necessary to perform the work.

#### 2.3 Materials

Except as otherwise specified, supply, deliver and install all materials necessary for project performance. The Contractor shall have its materials delivered to the Space Centre loading dock, then taken to the construction site without delay. No materials may be stored inside the building except in the areas reserved for the work.

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

#### 2.4 Occupational safety and health

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

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

The selected contractor shall provide his health and safety procedure document. Ensure that personnel comply with the OSH action plan.

#### 2.5 Service availability

Establish the work schedule with the CSA manager once the contract has been awarded. Work will take place inside the regular working hours.

All services shut down must be planned with the project manager and could be done outside the regular working hours from 8h00 to 17h00.

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



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



## ANNEX D - Performance Evaluation Report

<b>SA #:</b>		<b>Contract #:</b>	
<b>Contractor's Name:</b>		<b>Award Amt:</b>	<b>Award Date:</b>
<b>Contractor's Address:</b>		<b>Final Amt:</b>	<b>End Date:</b>
		<b>Total Spent:</b>	
		<b>TA Contract:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Description of Work:</b>		<b>Amendment History:</b>	
<b>Client Department:</b>			
<b>Project Authority</b>		<b>Procurement Authority</b>	
Name:		Name:	
Telephone #:		Telephone #:	
e-mail:		e-mail:	
<b>PWGSC Contracting Authority</b>			
Name:		Name:	
Telephone #:		Telephone #:	
e-mail:		e-mail:	
<p><b>1. How do you rate the Contractor's overall performance?</b></p> <p style="padding-left: 40px;"> <input type="checkbox"/> below expectations                      <input type="checkbox"/> as expected                      <input type="checkbox"/> above expectations             </p>			
<p><b>2. Resources</b></p> <p style="padding-left: 40px;">                 a. Did the Contractor provide the resources as identified in their Proposal?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No                  b. Did the Contractor's resources conduct their work in a professional manner?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No                  c. Were replacement resources required?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No             </p>			
<p><b>3. Replacement Resources</b></p> <p style="padding-left: 40px;">                 a. Did the Contractor's request to replace the resources immediately after Contract Award?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> NA                  b. Did the Replacement Resources meet the requirements of the RFP?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> NA                  c. How many times were the Contractor's resources replaced?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> NA             </p>			
<p><b>4. Was the Contract completed within the predetermined:</b></p> <p style="padding-left: 40px;">                 a. Time Estimate?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No                  b. Cost Estimate?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No             </p>			
<p><b>5. Were the required Reports and Deliverables:</b></p> <p style="padding-left: 40px;">                 a. In conformity with the Scope &amp; Tasks of the SOW                    <input type="checkbox"/> Yes    <input type="checkbox"/> No                  b. Received in the specified time frame?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No             </p>			
<p><b>6. Contract Management</b></p> <p style="padding-left: 40px;">                 a. Did the Contractor deal with performance issues in a timely basis?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> NA                  b. Did the Contractor submit the invoices in accordance with the Invoicing Instructions?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No                  c. Did the Contractor submit the invoices in accordance with the Basis of Payment?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No                  d. Did the Contractor submit the invoices in accordance with the Method of Payment?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No                  e. Did the Contractor respond to every TA Request?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> NA                  f. Did the Contractor properly respond to every TA Request?                    <input type="checkbox"/> Yes    <input type="checkbox"/> No    <input type="checkbox"/> NA             </p>			
<p><b>7. Remarks</b></p>          			





**ANNEX E - INTEGRITY FORM**  
**To be included with certifications**  
**(Section III : Certifications):**

<b>Dénomination complète de l'entreprise / Complete Legal Name of Company</b>	
<b>Adresse de l'entreprise / Company's address</b>	
<b>NEA de l'entreprise / Company's PBN number</b>	
<b>Numéro de l'appel d'offre / Request for proposal's number</b>	
<b>Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board of Directors (Use format – First name, Last name</b>	
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	
<b>Autres Membres / Other members:</b>	
<b>Commentaires / Comments</b>	



## ANNEX F - COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to \_\_\_\_\_ (*insert solicitation number*), warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
  - (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada;
- until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_



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Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



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## ANNEX G – EPOST INSTRUCTIONS

Public Services and Procurement Canada (PSPC) is moving forward on its Procurement Modernization Initiative, which aims to simplify the procurement process. The Bid Receiving Unit is launching an electronic bid submissions pilot using Canada Post's (CPC) epost Connect online service.

### 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.

### 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 to PSPC's Bid Receiving Unit at:

[TPSGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessaoumissions-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 using an epost Connect account, you are still invited to bid. The regular methods for bid submissions that are outlined in the solicitation document (courier, in person) are still available.