



REQUEST FOR PROPOSAL (RFP)

Development of collaborative areas at the Canadian Space Agency

**Bid Submission Deadline:
October 5, 2022 at 2:00 PM (EDT)**

Submit Bids to :
Canada Post Corporation's (CPC) Connect service
or

by FAX : 819-997-9776

Reference: CSA File No. **9F030-22-0117**

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



September 8, 2022



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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 – Bid Bond
- ANNEX G – CPC connection Instructions



PART 1 - GENERAL INFORMATION

1. Summary

The Canadian Space Agency requires the services of a general contractor, qualified to practise and holding a Quebec permit, to provide the necessary services to carry out the project of two new collaboration areas at the John H. Chapman Centre.

- **Period of the Contract**

From Contract date award to March 31, 2023.

- **Work location**

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

- **Travel**

No travel expenses will be reimbursed.

- **Official languages**

The contractor must be able to provide staffs that are able to communicate and draft documents in French, by preference, or in English.

2. Security Requirement

There are no security requirement associated with this request.

3. Trade Agreements

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

4. Optional Site Visit

It is recommended 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, 6767 Route de l'Aéroport, J3Y 8Y9 on September 21, 2022 at 10:00 am.**

Bidders are requested to communicate with the Contracting Authority **no later than September 19, 2022** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

5. The Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the 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.



6. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

7. 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.



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 **R2710T (2022-01-28)** - General Instructions - Construction Services – Bid Security - are incorporated by reference into and form part of the bid solicitation.

[Section 5.R.R2710T - General Instructions to Bidders - Buyandsell.gc.ca](#)

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 Canada Post Corporation's (CPC) Connect service:
<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>

Canada Post Corporation's (CPC) Connect service: Section 08 (2022-03-29) - Transmission by CPV Connect service of **document 2003 (2022-03-29)** – Standard Instructions - Goods or Services - Competitive Requirements

[Section 1.2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca](#)

See Annex G

Or

- ❖ By Fax 819-997-9776

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 **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. Communications Notification

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



PART 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
- If the submission is sent by Canada Post Corporation (CPC) Connexion service

[Connect: share secure digital files | Business | Canada Post \(canadapost-postescanada.ca\)](https://canadapost-postescanada.ca)

3 electronic documents

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.

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.

GI08 (2018-06-21) Bid security requirements (See Annex F)

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.
2. A bid bond (form [PWGSC-TPSGC 504](#)) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, [Acceptable Bonding Companies](#).
3. A security deposit shall be an original, properly completed, signed where required and be either
 - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a. of GI08
 - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - c. An approved financial institution is
 - i. a corporation or institution that is a member of the Canadian Payments Association (Payments Canada) as defined in the [Canadian Payments Act](#);
 - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the [Income Tax Act](#); or



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- v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. of GI08 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
- a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
7. An irrevocable standby letter of credit referred to in paragraph 6) of GI08 shall
- a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
 - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
 - b. state the face amount which may be drawn against it;
 - c. state its expiry date;
 - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the ICCUCP, a credit is irrevocable even if there is no indication to that effect; and
 - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
8. Bid security shall lapse or be returned as soon as practical following
- a. the solicitation closing date, for those Bidders submitting non-compliant bids; and



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- b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
 - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
 - d. the receipt of contract security, for the successful Bidder; or
 - e. the cancellation of the solicitation, for all Bidders.
9. Notwithstanding the provisions of paragraph 8 of GI08 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

Section III: 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. Evaluation Criteria

2.1 Mandatory technical Criteria (SEE TABLE #1)

At Bid closing time, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.

Any Bid which fails to meet all the following Mandatory Requirements will be declared non-responsive. Each requirement is requested to be addressed separately.

3. 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.

4. Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

TABLE #1 – Mandatory Technical Criteria (MTC)	
Number	Criteria
MTC1	The Bidder MUST provide proof of a general contractor's license with a building subclass of any kind.



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.

1.2.1 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

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 – Bid

SACC Manual Clause [A3015T](#) (2014-06-26)



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. Certification - Bid

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;
- Annex A, Clauses and Conditions
Supplementary conditions
[4013 \(2022-06-20\) Compliance with on-site measures, standing orders, policies, and rules](#)
Construction General Conditions
- Annex B, Basis of payment
- Annex C, Statement of Work;
- Annex D, Performance Evaluation
- 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>

3.1 Construction 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 \(2022-01-28\)](#);
 - 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.

GC9.1 (2009-05-29) Obligation to Provide Contract Security

1. The Contractor shall, at the Contractor's expense and within 14 days after the date that the Contractor receives notice that the Contractor's bid was accepted by Canada, obtain and deliver Contract Security to Canada in one of the forms prescribed in GC9.2, "Types and Amounts of Contract Security".
2. If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13, "Return of Security Deposit", and GC7.4, "Security Deposit - Forfeiture or Return".
3. If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
4. It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.

3.2 Supplementary conditions

[Section 4.4013 - Compliance with on-site measures, standing orders, policies, and rules - Buyandsell.gc.ca](#)

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4. Term of Contract

From Contract award date to March 31, 2023.

5. 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.



6. 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.

7. 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 for certification and payment

CANADIAN SPACE AGENCY
9F030 – FINANCIAL SERVICES
Security and Facilities
facturation-invoicing@asc-csa.gc.ca

One (1) copy must be forwarded to the Business owner

8. 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>

9. 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.

10. 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

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.

11. Business owner

To be inserted at contract award.

Name:

Title:



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

The Business owner 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 Business owner, however the Business owner 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.

12. Contractor's Representative

The Contractor's Representative for the Contract is:

Name:
Contractor:
Telephone:
E-Mail:

13. 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.

14. 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.

15. 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.

16. Insurance Requirements - 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, or by web at www.opo-boa.gc.ca.

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, by telephone at 1-866-734-5169, or by web at 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.

As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted firm all inclusive price (in Cdn \$) for each Categories identified.

The rates specified below, when quoted by the Bidder, include any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- a) all travel and living expenses for work performed within the National Capital Region (NCR) and the Canadian Space Agency (CSA) in St-Hubert. The NCR is defined in the National Capital Act, R.S.C. 1985, c. N-4, S.2. The National Capital Act is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/>;
- b) any travel expenses for travel between the Contractor's place of business and the NCR and the CSA; and
- c) any travel and living expenses for the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

TABLE 1 – Cost of construction of collaborative areas		
	Description des travaux	Firm unit price
1.	Site installations	_____ \$
2.	Demolition and patching work	_____ \$
3.	Demolition and recovery of carpets	_____ \$
4.	Metal works	_____ \$
5.	Carpentry and joinery	_____ \$
6.	Cabinet making	_____ \$
7.	Interior system - partitions	_____ \$
8.	Interior system - ceilings	_____ \$
9.	Floor covering	_____ \$



10.	Acoustic treatment	_____ \$
11.	Painting work	_____ \$
12.	Accessories	_____ \$
13.	Electricity - Supply and distribution	_____ \$
14.	Electricity - Equipment and appliances	_____ \$
15.	Mechanical - Ventilation	_____ \$
16.	Mechanical - Plumbing	_____ \$
17.	Mechanical - Ventilation	_____ \$
18.	Mechanical - Control	_____ \$
19.		_____ \$
20.		_____ \$
21.		_____ \$
22.	Administration and profit	_____ \$
Sub-total		_____ \$
Taxes (14.975%)		_____ \$
TOTAL FIRM PRICE		_____ \$



ANNEX C

STATEMENT OF WORK (SOW)



The following documents, attached to this Request for Proposal, are an integral part of the Statement of Work:

2020-134-1020-1001-DEVIS-ARC-POUR SOUMISSION
2020-134-1020-1001-SPECS-ARC-POUR SOUMISSION
2020-134-1020-1001-PLN-ARC-POUR SOUMISSION
2020-134-1020-1001-PLN-ELE-POUR SOUMISSION
2020-134-1020-1001-DEV-ELE-FOR-TENDER
2020-134-1020-1001-PLN-ELE-POUR SOUMISSION
2020-134-1020-1001-PLN-MEC-POUR SOUMISSION
2020-134-1020-1001-DEV-MEC-FOR-TENDER
2020-134-1020-1001-PLN-MEC-POUR SOUMISSION

1. INVITATION

The Canadian Space Agency intends to retain the services of a general contractor, qualified to practise and holding a Quebec permit, to provide the necessary services to carry out the project of two new collaboration areas 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 Corporate safety

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

2.6 Service availability

Establish the work schedule with the CSA manager once the contract has been awarded. Work generating a high level of noise will take place outside regular business hours.

All services shut down must be planned with the project manager and could be done outside the regular working hours.

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.

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

2.7 Obligation of result

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



ANNEX D

Performance Evaluation Report



Contract Number - N° du contrat		Project Number - N° du projet		Client Reference Number - N° de référence du client	
Description of work - Description des travaux					
Contractor's Business Name - Nom de l'entreprise			Contractor's Superintendent - Surintendant de l'entrepreneur		
Contractor's Business Address - Adresse de l'entreprise					
Project Manager - Gestionnaire de projet			Contract Information - Information sur le contrat		
Name - Nom			Contract Award Amount Montant du marché adjugé		Contract Award Date Date de l'adjudication du marché
Telephone No. - N° de téléphone		Fax No. - N° de télécopieur		Final Amount - Montant Final	
Cell No. - N° de cellulaire			Contract Completion Date Date d'achèvement du contrat		
E-Mail Address - Adresse électronique			No. of Change Orders Nombre d'ordres de changement		Final Certificate Date Date du certificat final
QUALITY OF WORKMANSHIP - QUALITÉ DES TRAVAUX EXÉCUTÉS		Category - Catégorie		Scale Échelle	Points Pointage
This is the rating of the quality of the workmanship. At final completion the quality of the materials and equipment incorporated in the work must meet the requirements set out in the plans and specifications.		Unacceptable - Inacceptable		0 - 5	
		Not Satisfactory - Non satisfaisant		6 - 10	
Il s'agit de l'évaluation de la qualité des travaux exécutés. À l'achèvement des travaux, la qualité des matériaux et de l'équipement doit satisfaire les exigences établies dans les plans et devis.		Satisfactory - Satisfaisant		11 - 16	<input type="text"/>
		Superior - Supérieur		17 - 20	
TIME - DÉLAI D'EXÉCUTION					
This is the rating of the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date and allowing for conditions beyond the control of the contractor.		Unacceptable - Inacceptable		0 - 5	
		Late - En retard		6 - 10	
Il s'agit de l'évaluation du délai d'exécution des travaux en prenant en considération la date actuelle d'achèvement des travaux par rapport à la date originale (ou modifiée) et en tenant compte des conditions indépendantes de la volonté de l'entrepreneur.		On time - À temps		11 - 16	<input type="text"/>
		Ahead of Schedule - En avance sur le calendrier		17 - 20	
PROJECT MANAGEMENT - GESTION DU PROJET					
This is the rating of how the project as described in the drawings and specifications was managed including co-ordination, quality control, effective schedule development and implementation.		Unacceptable - Inacceptable		0 - 5	
		Not Satisfactory - Non satisfaisant		6 - 10	<input type="text"/>
Voici l'évaluation de la façon dont le projet décrit dans les documents contractuels a été géré, y compris la coordination, le contrôle de la qualité, l'établissement d'un calendrier efficace et la mise en œuvre.		Satisfactory - Satisfaisant		11 - 16	
		Superior - Supérieur		17 - 20	<input type="checkbox"/> N/A <input type="checkbox"/> S/O
		Criteria not applicable Critère non applicable			
CONTRACT MANAGEMENT - GESTION DU CONTRAT					
This is the rating of how the contract was administered in accordance with the provisions expressed in the "front end" portion of the documents.		Unacceptable - Inacceptable		0 - 5	
		Not Satisfactory - Non satisfaisant		6 - 10	<input type="text"/>
Voici l'évaluation de la façon dont le contrat a été administré conformément aux dispositions comprises dans la partie «prioritaire» des documents.		Satisfactory - Satisfaisant		11 - 16	
		Superior - Supérieur		17 - 20	<input type="checkbox"/> N/A <input type="checkbox"/> S/O
		Criteria not applicable Critère non applicable			
HEALTH AND SAFETY - SANTÉ ET SÉCURITÉ					
This is the rating of the effectiveness of how the occupational health and safety provisions (whether identified in the contract or those of provincial/territorial legislation or those otherwise applicable) were managed and administered.		Unacceptable - Inacceptable		0 - 5	
		Not Satisfactory - Non satisfaisant		6 - 10	<input type="text"/>
Voici l'évaluation de l'efficacité avec laquelle les dispositions relatives à la santé et à la sécurité au travail (dans le contrat, dans les règlements provinciaux ou territoriaux ou dans tout autre document) ont été gérées et administrées.		Satisfactory - Satisfaisant		11 - 16	
		Superior - Supérieur		17 - 20	
Total points Total du pointage					0 /
Comments - Commentaires					
PWGSC TPSGC	Name - Nom		Title - Titre		Signature
					Date
PWGSC-TPSGC 2913 (05/2014)					



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

BID BOND

[PWGSC-TPSGC 504](#)



Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada

Bond Number

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called the Principal, and _____ as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto Her Majesty the Queen in right of Canada as Oblige, hereinafter called the Crown, in the amount of;

10% of total Bid amount to a maximum of \$ 2,000,000

lawful money of Canada, for the payment of which sum, well and truly to be made,

the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, _____.

WHEREAS, the Principal has submitted a written tender to the Crown,

dated the _____ day of _____, _____, for

(Insert description and work location)

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) the Principal, should his tender be accepted within the period be specified by the Crown, or, if no period be specified, within sixty (60) days after closing date of the tender, does execute within a period specified by the Crown, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted, and does furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the Crown, or other security acceptable to the Crown, or
(b) the Principal does pay to the Crown the difference between the amount of the Principal's tender and the amount of the Contract entered into by the Crown for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the Crown for an amount greater than the amount specified in the bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal

Witness

Surety

Note: Affix Corporate seal if applicable.





ANNEX G

CANADA POST'S 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.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.