



REQUEST FOR PROPOSAL (RFP)

Project for the installation of a fancoil
at the John H. Chapman Centre situated in Longueuil (Quebec)

**Bid Submission Deadline:
December 8th, 2022 at 2:00 PM (EST)**

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

Or by fax 819-997-9776

Reference: CSA File No. **9F030-22-0145-C**

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



November 23, 2022



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PART 1 – GENERAL INFORMATION

1.1 Introduction

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;
1. Bid Preparation Instructions
- 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 - Pricing
- Annex C - Statement of Work (SOW)
- Annex D - Performance Evaluation Form
- Annex E - Integrity Form
- Annex F – Canada Post Corporation's (CPC) Connect Service instructions



1.2 Summary

The Canadian Space Agency requires the services of a contractor, qualified to practise and holding a Quebec permit, to provide the necessary services in order to install a fancoil at the John H. Chapman Centre situated in Longueuil (Quebec).

- **Period of the Contract**
From Contract award date to March 31, 2023.
- **Work location**
The work will take place at the Canadian Space Agency, at 6767 Route de l'Aéroport, Saint-Hubert.
- **Travel**
No travel required, therefore no travel reimbursement will be accepted.
- **Official languages**
The contractor must be able to provide staffs that are able to communicate and draft documents in French.

1.3 Security Requirement

There are no security requirements associated with this requirement.

1.4 Trade Agreements

There are no trade agreements associated with this request.

1.5 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 **the Canadian Space Agency (CSA), 6767 route de l'aéroport, Saint-Hubert, Quebec J3Y 8Y9 on December 1st, 2022 at 10:00 am.**

Bidders are requested to communicate with the Contracting Authority no later than **November 29th, 2022 at 2:00pm** 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.

1.6 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.

1.7 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.



1.8 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. Additional information is available on the Canadian Purchasing and Sales website at www.achatsetventes.gc.ca under the "Supplier Complaint Process" tab.



PART 2 - BIDDER INSTRUCTIONS

2.1 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.

2.1.1 Construction Services

R2410T (2022-01-28) - General Instructions - Construction Services 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/19>

2.2 Submission of Bids

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.

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 CPC Connect service of document **2003 (2022-03-29)** – Standard Instructions - Goods or Services - Competitive Requirements

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26#transmission-by-facsimile>

See Annex F

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

2.3 Period of validity of the bids

The bid shall not be withdrawn for a period of sixty (60) days following the date of solicitation closing.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority lorilee.price@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, 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.

2.5 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.

2.6 Communications Notification

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



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Financial Bid

Section II: 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.

If the bid is transmitted using the CPC Connect service provided by Canada Post Corporation (CPC)

<https://www.canadapost-postescanada.ca/cpc/en/business/postal-services/digital-mail/connect.page>

- Canada requests that the bidder submits its bid in accordance with **Section 08** (2022-03-29) - transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, of the 2003 (2022-03-29) standard instructions. Sub-section 2, Canada Post Corporation's Connect service, contains instructions and conditions;
- 2 electronic documents, the Canada Post Corporation's Connect service system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Section I: 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 –(2012-07-16) - <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**. 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.

Section II: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 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.

4.3 Basis of Selection – The Lowest Evaluated Price

There are no technical evaluation criteria in the solicitation and the selection method will be based on the responsive bid with the lowest evaluated price.

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.

5.1 Certifications Required with the Bid

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

5.1.1 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

5.1.2 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

5.1.2.1 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.

5.1.2.2 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.

5.1.2.3 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.

5.1.3 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.



5.1.4 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.

5.1.5 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.

5.1.6 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): _____

5.1.7 Certification – Contract

SACC Manual Clause [A3015C](#) (2014-06-26)

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

CERTIFICATION SIGNATURE

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

- 5.1.1 Certification – Bid
- 5.1.2 Former Public Servant
- 5.1.3 Ineligibility and Suspension Policy
- 5.1.4 Integrity Provisions – List of Names
- 5.1.5 Education and Experience
- 5.1.6 Procurement Business Number
- 5.1.7 Certification - Contract



Signature

Date

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

Phone : _____

E-Mail : _____

PART 6 - RESULTING CONTRACT CLAUSES

6.1 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.

1. the Articles of Agreement;
2. Annex A, Clauses and Conditions
Supplementary Conditions
 - **4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules.**
3. Construction General Conditions
4. Annex B - Basis of payment
5. Annex C - Statement of Work
6. the Contractor's proposal dated _____
7. Annex D - Performance Evaluation

6.2 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 _____.

6.3 Standard Clauses and Conditions

6.3.1 Supplementary Conditions

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4013/2>

6.3.2 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 Annexes 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 R2884D \(2019-11-28\)](#);
 - GC9 N/A;
 - GC10 [Insurance R2900D \(2008-05-12\)](#);
- (e) Allowable Costs for Contract Changes Under GC 6.4.1 [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 documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

The language of the contract documents will be the language of the bid submitted.

6.4 Security Requirements

There is no security requirement applicable to the Contract.

6.5 Term of Contract

From Contract award date to March 31, 2023.

6.6 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, as specified in Annex B 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.

6.7 Methods of Payment – Progressive Payments

1. Where the duration of the Work is greater than thirty (30) days, the Contractor shall be entitled to receive progress payments.
2. 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.
3. 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.
4. Subject to GC5.2, and paragraph 6) of GC5.4, Canada shall pay the Contractor an amount that is equal to 90 percent of the value that is indicated in Canada's progress report.
5. Canada shall pay the amount referred to in paragraph 4) 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 2) 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.
6. In the case of the Contractor's first progress claim, it is a condition precedent to Canada's obligation under paragraph 4 of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim.
7. Where the duration of the Work is equal to or less than thirty (30) days, the Contractor shall, following the issuance of a Certificate of Completion in accordance with GC5.6, "Final Completion", receive a single payment as full consideration for the Work performed.

6.8 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 monthly progress report.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the following address:

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

One (1) copy must be forwarded to the Business Owner identified under "Authorities".

6.8.1 Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN) and Procurement Business Number (PBN);
 - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.



6.9 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>

6.10 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.*)

6.11 Authorities

6.11.1 Contracting Authority

Lori Price
Contracting Officer
Procurement and Contract Administration
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert, QC
Canada J3Y 8Y9
Telephone: (438) 324-0506
E-Mail: lorilee.price@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.

6.11.2 Business Owner

Name: _____
Title: _____
Sector: _____
Canadian Space Agency
Address: 6767, Route de l'Aéroport
St-Hubert, Québec, J3Y 8Y9
Telephone: ____-____-____
E-Mail: _____

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.



6.11.3 Contractor's Representative (*insert at contract award*)

Name: _____
Title: _____
Address: _____
Contractor: _____
Telephone: _____
E-Mail: _____

6.12 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.

6.13 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.

6.14 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.

6.15 Insurance Requirements

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

6.16 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. Additional information can be found at Canada's Buy and Sell website at www.buyandsell.gc.ca under the heading "Supplier Dispute Management Process".

6.16.1 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.

6.16.2 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

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 of the identified descriptions.

The rates specified below, when quoted by the Bidder, include **the total firm cost of all expenses that may be incurred for:**

- 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 Breakdown		
	Description	Firm Price (\$CAN)
1	Sanitary drainage network	
2	HVAC distribution	
3	Regulation and instrumentation	
4	System testing and adjustment	
5	Electrical service and distribution	
6	Lighting and secondary distribution	
7	Demolition of mechanical systems	
8	Demolition of electrical systems	
	Sub-total firm price	
	Applicable Taxes	
	TOTAL	

ANNEX C – STATEMENT OF WORK

Project for the installation of a fancoil

Full details of the project are in the plans and specifications documents attached to this request for proposal.

9F030-22-0145-C – Mechanical Specifications
9F030-22-0145-C – Mechanical Plan (bilingual)
9F030-22-0145-C – Mechanical Plans and Specifications – Addendum 1
9F030-22-0145-C – Mechanical Plan – Addendum 1 (bilingual)
9F030-22-0145-C – Electrical Specifications
9F030-22-0145-C – Electrical Plan (bilingual)
9F030-22-0145-C – Electrical Plans and Specifications – Addendum 1
9F030-22-0145-C – Electrical Plan – Addendum 1 (bilingual)

1. INVITATION

The Canadian Space Agency intends to retain the services of a contractor, qualified to practise and holding a Quebec permit, to provide the necessary services in order to install a fancoil 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.

The work period will be at all times. Among others, from Monday to Friday, between 6am and 5pm.

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		Contract Completion Date Date d'achèvement du contrat
Cell No. - N° de cellulaire			No. of Change Orders Nombre d'ordres de changement		Final Certificate Date Date du certificat final
E-Mail Address - Adresse électronique					
QUALITY OF WORKMANSHIP - QUALITÉ DES TRAVAUX EXÉCUTÉS			Category - Catégorie	Scale Echelle	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	<input type="text"/>
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.			Not Satisfactory - Non satisfaisant	6 - 10	
			Satisfactory - Satisfaisant	11 - 16	
			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	<input type="text"/>
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.			Late - En retard	6 - 10	
			On time - À temps	11 - 16	
			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	<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'élaboration d'un calendrier efficace et la mise en œuvre.			Not Satisfactory - Non satisfaisant	6 - 10	
			Satisfactory - Satisfaisant	11 - 16	
			Superior - Supérieur	17 - 20	
			Criteria not applicable Critère non applicable		<input type="checkbox"/> N/A <input type="checkbox"/> S/O
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	<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.			Not Satisfactory - Non satisfaisant	6 - 10	
			Satisfactory - Satisfaisant	11 - 16	
			Superior - Supérieur	17 - 20	
			Criteria not applicable Critère non applicable		<input type="checkbox"/> N/A <input type="checkbox"/> S/O
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	<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.			Not Satisfactory - Non satisfaisant	6 - 10	
			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

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 - INSTRUCTION CANADA POST CORPORATION'S (CPC) CONNECT SERVICE

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

Please note that a Canadian mailing address is required to use the Canada Post Corporation's (CPC) 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 Canada Post Corporation's (CPC) 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 Canada Post Corporation's (CPC) 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 Canada Post Corporation's (CPC) Connect account.