



<p>RETURN BIDS to by : RETOURNER LES SOUMISSIONS Par :</p> <p>Service Connexion de la Société canadienne des postes (SCP) / Canada Post Corporation's (CPC) Connect service</p> <p>Or / ou</p> <p>Fax : 819-997-9776</p>	<p>Title / Titre Maintenance services of the rotating and swinging doors.</p> <p>Solicitation No. / N° de l'invitation 9F030-20200543</p> <p>Date : Septembre, 7, 2023</p> <p>Solicitation Closes / L'invitation prend fin At / à : 2H00 pm HNE On / le : Septembre, 28, 2023</p> <p>Address Inquiries to : / Adresser toute demande de renseignements à : Jamie Roy Telephone No. – No. De téléphone : 514-231-3498 Email / Courriel: jamie.roy@asc-csa.gc.ca</p> <p>Destination of Goods, Services, and Construction / Destination des biens, services, et construction Centre Spatial John H Chapman situé à Longueuil (Québec)</p>
<p>REQUEST FOR PROPOSAL (RFP) / DEMANDE DE PROPOSITION (DDP)</p> <p>Offer to: The Canadian Space Agency We hereby offer to provide to Canada, as represented by the Canadian Space Agency, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.</p> <p>Offre à: L'Agence spatiale canadienne Nous offrons par la présente de fournir au Canada, représenté par l'agence spatiale canadienne, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.</p>	<p style="text-align: center;">TO BE COMPLETED BY THE BIDDER (type or print) A ÊTRE COMPLÉTÉ PAR LE SOUMISSIONNAIRE (taper ou écrire en caractères d'imprimerie)</p> <p>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</p> <p>Phone No. / No. de telephone</p> <p>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</p> <p>Signature & Date:</p>

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This project is conditionally reserved for Aboriginal contractors under the Aboriginal Business Procurement Strategy (PSAB). Aboriginal and non-Aboriginal contractors will be invited to submit their bids. For more information, see Part 4 - Evaluation Procedures and Selection Method.

PART 1 - GENERAL INFORMATION

1.1 Summary

The Canadian Space Agency intends to retain the services of a contractor for the maintenance of the rotating and swinging doors at the John H Chapman Space Center located in Longueuil, Quebec

- **Period of the Contract**
The contract period is 12 months from the contract award date
- **Option to Extend the contract**
The Contractor grants to Canada the irrevocable option to extend the term of the Contract by an additional **four (4) additional periods of one year each** under the same terms and conditions.
- **Work location**
The work will take place at the Canadian Space Agency situated at 6767 Route de l'Aéroport, Saint-Hubert, Québec J3Y 8Y9.
- **Official languages**
The contractor must be able to provide staffs that are able to communicate and draft documents in French

1.2 Security Requirements

There are no security requirements associated with this request

1.3 Set-aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual."

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.5 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the CPC 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.

1.6 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 September 20, 2023, at 10:00 am**

Bidders are requested to communicate with the Contracting Authority no later than **September 19, 2023 at 10:00am** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders maybe 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (07) of the Standard Instructions, where a Bidder has commenced transmission of its bid through CanadaBuys (SAP Ariba) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- a) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- b) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.3 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- a) That certifications and securities required at bid closing are included.
- b) That bids are properly signed, that the bidder is properly identified.
- c) Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- d) That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

- e) All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.4 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessomissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Or by **Fax : 819-997-9776**

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.5 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.6 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.

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.

2.7 Bid Challenge and Recourse Mechanisms

- a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

- c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with [section 08 of the 2003 standard instructions](#). The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies
- Prices must appear in the financial bid 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 hard copy of their bid:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - b) use a numbering system that corresponds to the bid solicitation.

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#) when feasible bidders should prepare and submit their bid as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association (CSA Group), Underwriters Laboratories (ULSolutions); Forest Stewardship Council (FSC), ENERGYSTAR, etc.).
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment, **Annex B**.

3.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation

4.2.1. Mandatory Technical Criteria

MTC-1 Experience

Demonstration that the company is able to successfully exercise and manage the responsibilities within the scope of services identified in the RFP

The bidder must submit a minimum of 2 references where the bidder has provided maintenance services on revolving doors with electronically activated access control mechanisms within the last 5 years. The bidder must provide the name and contact information for each reference. The work must have been performed in institutional, industrial or commercial buildings.

The evaluation committee will contact the client of the referenced project to validate the information provided. During the evaluation, reference statements for which the reference cannot be **contacted within ten (10) working days** will also be considered invalid.

*A reference must include **ALL** of the following information. If any of the information is missing, the reference will not be considered eligible.

		Vérification (Yes/No)
1	The period of the mandate	
2	Type of business	
3	The location of the mandate	
4	The number of doors on the customer's site	
5	Client's hours of operation	
6	Name and address of the referent's company	
7	Contact information of the referent (name, phone and email)	

4.3 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

4.4 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

4.4.1 Set-aside under the Procurement Strategy for Indigenous Business

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. If two or more bids have been received from companies that have provided a valid PSAB certification and are listed as Indigenous businesses in the Indigenous Business Directory. (<https://www.canada.ca/en/indigenous-northern-affairs.html>)

A company that is not already on the Indigenous Business Directory may be registered if it meets the PSAB criteria using the link provided above. If the bids of two or more Indigenous firms meet the terms of the bid solicitation, the Contracting Authority will limit the competition to those Indigenous firms and will not consider the bids of any non- Indigenous firms that may have been submitted. If Indigenous business bids are deemed non-responsive and there are fewer than two responsive bids remaining with a valid PSAB certification, all bids received will be evaluated.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.3 Integrity Provisions – List of Names

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

5.1.4 Former Public Servant - Competitive Bid

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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

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.

5.1.5 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/](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): _____

5.2 Additional Certifications Required with the Bid (if applicable)

Indigenous bidders must provide the following completed attestation.

5.2.1 Set-aside for Indigenous Business

- 1) This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.
- 2) The Bidder
 - a) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - b) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - c) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 3) The Bidder must check the applicable box below:
 - a) () The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - b) () The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
- 4) The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

- 5) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.2.2 Owner Certification - Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous (Complete Appendix E – Owner Certification - Set-aside for Indigenous Business)

5.2.3 Indigenous Business Certification

SACC Manual clause [A3000C](#) (2022-05-12)

5.3 CERTIFICATION SIGNATURE

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

- 5.1.1 Integrity Provisions - Declaration of Convicted Offences
- 5.1.2 Integrity Provisions – Required Documentation
- 5.1.3 Integrity Provisions – List of Names
- 5.1.4 Former Public Servant - Competitive Bid
- 5.1.5 Procurement Business Number
- 5.2 Additional Certifications Required with the Bid (if applicable)

Signature

Date

Nom et titre en lettres moulées de la personne autorisée à signer au nom de l'entreprise

Téléphone : _____

Courriel : _____

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with **the Statement of Work at Annex A.**

6.3 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010C](#) (2022-12-01), General conditions: Services (medium complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4013](#) (2022-06-20), Compliance with on-site measures, standing orders, policies, and rules apply to and form part of the Contract.

6.4 Period of the Contract

The period of the Contract is 12 months from contract award date.

6.4.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 4 additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise these options at any time by sending a written notice to the Contractor before the expiry date of the Contract. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jamie Roy
Title: Contracting Officer
Canadian Space Agency

6767, route de l'Aéroport
St-Hubert (Québec) J3Y 8Y9
Téléphone : 514-231-3498
Courriel : jamie.roy@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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Telephone: ____ _ ____
E-mail address: _____

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

6.5.3 Contractor's Representative

Name: _____
Title: _____
Telephone: ____ _ ____
E-mail address: _____

6.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.6.7

6.7 Payment

6.7.1 Basis of Payment - Firm Price

For the Work described in section 4.1 and 4.2 of the statement of work in Annex A and detailed in Table 1 of the Annex B – Basis of payment.

In consideration of the Contractor satisfactorily completing 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 excluded and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

6.7.2 Limitation of Expenditure

For the Work described in Table #2 and #3 in the basis of payment in annex **B**.

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are excluded and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
 - b) four months before the contract expiry date, or
 - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

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

6.7.3 Terms of Payment-Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

6.8 Invoicing Instructions

- 1) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions along with the maintenance report described in the Statement of Work of the Contract.

Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Project Authority.

- 2) The Contractor must distribute the invoices and reports as follows:

One (1) copy of the invoices must be forwarded to the following address for certification and payment:

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

One (1) copy of the invoice and maintenance report must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

6.9. 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.

6.10 Insurance - No Specific Requirement

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

6.11 Applicable Laws

The 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 as specified by the Bidder in its bid, if applicable*).

6.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the supplemental general conditions 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- c) the general conditions 2010C (2022-12-01) General conditions: Services (medium complexity)
- d) Annex A, Statement of Work ;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid dated _____.

6.13 Office of the Procurement Ombudsman clause

6.13.1 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".

6.13.2 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.

6.13.3 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.

6.14 Performance Evaluation

Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months. Contractor Performance Evaluation Report Form is used to record the performance. See ANNEX F.

ANNEX A - STATEMENT OF WORK

All details and location of the doors are in the documents in Appendix C, in plan or image..

1) Context

The Canadian Space Agency intends to retain a contractor for the maintenance of the rotating and swinging doors at the John H Chapman Space Center located in Longueuil, Quebec.

2) General Objective

Provide equipment, parts and qualified labour to maintain specialized doors and door operator for the John H. Chapman Space Centre.

3) Scope of the Work

The maintenance work set out in this specification relates to the following items:

- A. Door A 3N-100.3: Rotating door with an electronically controlled CJ Rush brand access control mechanism.
- B. Door B 3N-100.0: Rotating door with an electronically controlled CJ Rush brand access control mechanism.
- C. Door C 0A-100.4: Rotating door with an electronically controlled CJ Rush brand access control mechanism.
- D. Door D 0A-100.1: Horton brand rotary door, speed braking system without access control.
- E. Door E 2N-104.2: Rotating door with an electronically controlled CJ Rush brand access control mechanism.
- F. Door F 0A-100.3: Double door, 1 Horton 4100 door operator.
- G. Door G 0A-100.2: Double door, 1 Horton 4100 door operator.
- H. Door H 0A-100.0: Double door with balanced pivot, Ellison brand.
- I. Door I 2N-104.0: Ellison brand balanced pivot double door, 1 Stanley Magic force door operator.
- J. Door J 0A-200.0: Rotating door with an electronically controlled CJ Rush brand access control mechanism.
- K. Door K 0A-300.1: Rotating door with an electronically controlled CJ Rush brand access control mechanism.

A detailed plan with a photo of these doors is provided in the Annex D to this specification.

4) Description of the Work

- 4.1 Perform 3 inspections and maintenance per year including the following on all doors identified in point 2 (scope of the work):
- Perform inspections and maintenance on general mechanical elements, sealing, ball bearings, pivot, electrical operators and components, electrical accessories and general operation, according to the manufacturer's recommendations to ensure optimal operation of the doors.
 - Clean, lubricate and grease the entire door automation system as required. Adjust all system speeds and delay times.
 - Checking of the handles to ensure that everything is properly installed, adjustment if necessary, maintenance of fixed door locks for swinging doors.
 - Within 5 days of the visits, provide a detailed written report of the maintenance carried out. The report must identify the required repairs accompanied by a written estimate.

4.2 Complete annual maintenance of rotating doors equipped with access control mechanisms: Perform one maintenance per year that should cover the previously identified maintenance and the following items on the 6 doors A, B, C, E, J, and K:

- Complete disassembly of the door stop mechanism.
- Brake sandblasting
- Verification of relays and replacement as required
- Removal and cleaning of carpets with contact
- Verification of pivot, ring bearings (Buching)
- Assembly of the mechanism, adjustments.
- Repair of push bars as required.
- Replacement of all relays

5) Maintenance of Door Operators

67 Horton 4100 and 7100 door operators are installed in the building and approximately 12 Besam SW200i models. A visual inspection is carried out by our personnel. In case of breakage or adjustment, a service call will be made by the CSA representative. The service call rate and hourly rate will be applicable for this service.

6) Contractor's Responsibility

The contractor must be able to supply parts for the doors and equipment described in this specification within a reasonable time.

6.1 Environmental considerations

The supplier will be expected to apply good waste management practice, which includes, but is not limited to: reducing at source, maximizing reuse, recycling as much as possible, and disposing of waste generated. In addition, the supplier must prioritize the use of low VOC cleaning or lubricant products.

7) Availability Service

At all times, (24 hours a day, 7 days a week) and throughout the contract period, maintain a resources availability service.

Availability means ensuring that the CSA will, if necessary, be able at all times to contact the contractor, one of his designated resource persons or a centralized emergency call service to report an anomaly or breakage. The response times following receipt of a call from the CSA representative must be no more than two (2) hours between 8:00 a.m. and 5:00 p.m. on weekdays and no more than four (4) hours in other cases.

Provide the CSA representative with telephone numbers and procedures to be followed to contact the contractor or his technicians at all times.

8) Health and Safety

Do the work using recognized and safe working methods.

The contractor must comply with all applicable federal, provincial and CSA internal regulations.

Before work begins, a security perimeter must be established on each side of the door using a marker provided by the contractor. At no time will the CSA tolerate a hazardous situation for users or the contractor's personnel.

9) Schedule of Work

The visit period will be established with the CSA official at the beginning of the mandate and must be carried out in accordance with these frequencies. Provide a minimum of 48 hours notice to the CSA representative prior to each preventive maintenance visit.

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 shall respond to these price schedules (Tables #1-2-3) in its financial bid by including for each of the periods identified below, the all-inclusive rate (travel, labor, tools, equipment and services and consumables required for all inspections, testing, cleaning and maintenance services as well as administration and company profit) (in \$CDN, before taxes) that it proposes.
- The bidder shall complete Table # 4 by including the percentage of profit on parts.

Table 1- Annual firm price for preventive maintenance and complete annual maintenance of revolving doors with access control mechanism					
Contract period	Initial period of the contract	1st option year	2nd option year	3rd option year	4th option year
1. Annual firm price for Preventive maintenance of 11 doors (3 visits per year)	_____ \$ / year	_____ \$ / year	_____ \$ / year	_____ \$ / year	_____ \$ / year
2. Annual firm price for 1 visit per year preventive maintenance of 6 doors.	_____ \$ / year	_____ \$ / year	_____ \$ / year	_____ \$ / year	_____ \$ / year

1. Annual firm price for preventive maintenance *(3 visits per year) :

The cost for each scheduled visit including travel, tools, labor, lubricating materials and hardware to perform the work as well as the company's administration and profit.as described in **section 4.1 of the Statement of Work.**

2. Complete annual maintenance of revolving doors equipped with access control mechanisms:

The cost for one scheduled visit including travel, tools, labor, lubricating materials and hardware to perform the work as well as the administration and profit of the company which covers a preventive maintenance of all doors and includes the complete maintenance of the 6 revolving doors with access control mechanism as described in **section 4.2 of the Statement of Work.**

Table 2) Hourly rate (cost per one (1) hour of work) for service calls - excluding regular preventive maintenance					
Period of contract	Initial period of the contract	1st option year	2nd option year	3rd option year	4th option year
Hourly rate during normal working hours (Monday to Friday from 7:00am to 5:00pm.)	_____ \$ (1)/ hour	_____ \$ (1)/ hour	_____ \$ (1)/ hour	_____ \$ (1)/ hour	_____ \$ (1)/ hour



Hourly rate outside of normal working hours	_____ (1)/ hour	_____ \$ (1)/ hour	_____ \$ (1)/ hour	_____ \$ (1)/ hour	_____ \$ (1)/ hour
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Table 3) Minimum hours billed per service call - if required					
Period of contract	Initial period of the contract	1st option year	2nd option year	3rd option year	4th option year
Minimum number of hours billed per service call if applicable	___ hours	___ hours	___ hours	___ hours	___ hours




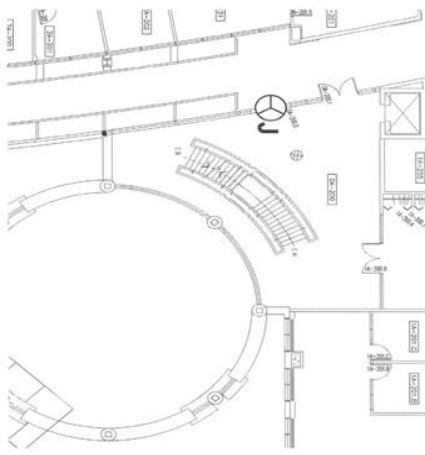
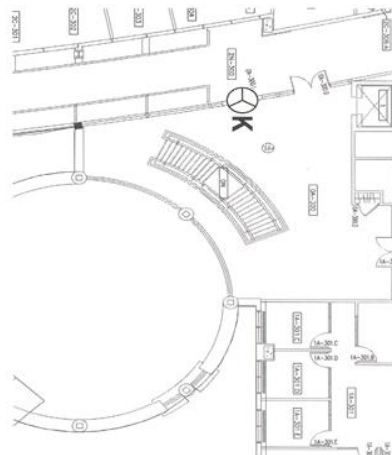
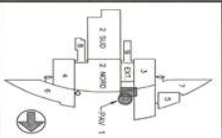
Table 4) Percentage profit on parts (if applicable) upon presentation of invoices					
Period of contract	Initial period of the contract	1st option year	2nd option year	3rd option year	4th option year
Percentage	_____ %	_____ %	_____ %	_____ %	_____ %





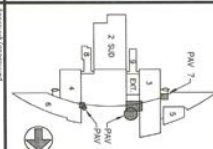
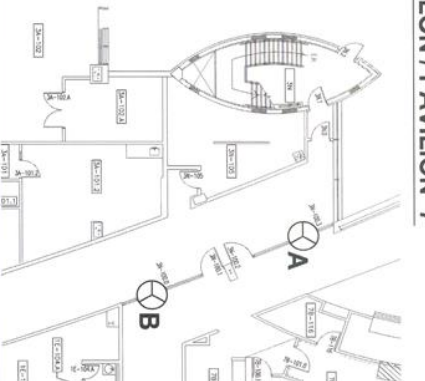
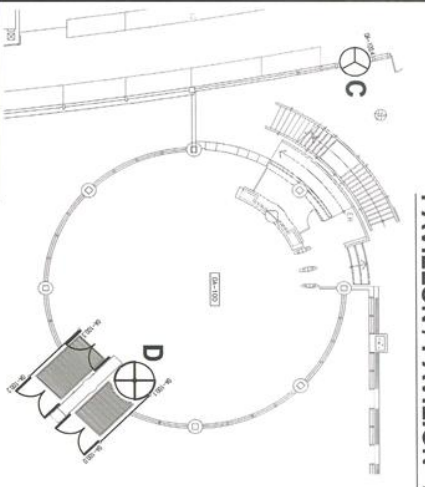
***All amounts quoted include travel, labor, administration and profit fees.**

For evaluation purposes only (evaluation will be done for the total of the five (5) years)

- 1) Annual firm price
- 2) 20 estimated hours per year for service calls during normal working hours and 5 estimated hours per year for service calls outside normal working hours
- 3) Minimum hours billed per call X hourly rate during normal hours X 20 estimated service calls per year and X 5 service calls outside of normal working hours.
- 4) 4,000.00 \$ estimated per year for the purchase/replacement of parts.

ANNEX C - PLANS

 <p>Agence spatiale Canadian Space Agency Centre de services Sécurité et installations Centre spatial Jean Y. Dupon 5175, route de l'aéroport Miramichi (Québec) J2Y 9P9</p>	<p>Canadian Space Agency Sécurité et Installations John N. Chapman, Space Centre 18 4001, 804-4001 Edm. (CAN) 581-8181</p>	<p>PORTES ROTATIVES / SWINGING DOOR PAVILLON/PAVILLON 1 – NIVEAUX/LEVELS 2, 3</p>	<p>ENTRETIEN PORTES / DOOR MAINTENANCE</p> <p>B. HACHE Contractor TL. HIRSHOUX Contractor JANVIER 2011</p> <p>1200 Contract value N° 2008</p> <p>3/3 Contract approval</p>
<p>J 01-2010 01-2010: MAINTENANCE DE COMPLEXES ROTATIFS / WITH MAINTENANCE FOR CONTROL OF ACCESS</p> 		<p>K 01-2011 01-2011: MAINTENANCE DE COMPLEXES ROTATIFS / WITH MAINTENANCE OF ROTATING DOORS TO CONTROL ACCESS</p> 	
<p>PAVILLON / PAVILLON 1 NIVEAU / LEVEL 2</p> 		<p>PAVILLON / PAVILLON 1 NIVEAU / LEVEL 3</p> 	
			

<p>Agence spatiale Canada Sonderstrasse Sonderstrasse 6187 route 44 / Aéroport Sonderstrasse 277 8W9</p> <p>Canadian Space Agency Sonderstrasse Sonderstrasse 6187 route 44 / Aéroport Sonderstrasse 277 8W9</p>	<p>PORTES ROTATIVES / REVOLVING DOOR PAVILLONS / PAVILIONS 1, 2, 7 - NIVEAU / LEVEL 1</p>	<p>ENTRETIEN PORTES / DOOR MAINTENANCE</p>	<p>B. HOGNE THEROUX JANVIER 2011</p> <p>1200 1/3</p>	
<p>A 2N-100.3 MAN DE MONTAJE DE CONTROL PAVES / PROVIDE A RECOMEND FOR ACCESS CONTROL</p> 	<p>B 2N-100.0 MAN DE MONTAJE DE CONTROL PAVES / PROVIDE A RECOMEND FOR ACCESS CONTROL</p> 	<p>E 2N-104.2 MAN DE MONTAJE DE CONTROL PAVES / PROVIDE A RECOMEND FOR ACCESS CONTROL</p> 	<p>D 10A-100.1 A ALAS SANEABLES / A RING EQUIPPED MANUAL DIMENSION: 80"/1626 - 41"/1040 DTT/005-4-1/2720703 00V/00000-4-13/18/1382</p> 	
<p>PAVILLON / PAVILION 7</p> 		<p>PAVILLON / PAVILION 1</p> 		

ANNEX D - 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 E - OWNER CERTIFICATION – SET ASIDE FOR INDIGENOUS BUSINESS

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

1. I am an owner of _____ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner

Signature of owner

Date



ANNEX F - PERFORMANCE EVALUATION REPORT

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