

INVITATION TO TENDER (ITT)

FOR THE PROVISION OF:

Bldg 2F Anechoic Chamber Microwave Absorbers Project

**COMMUNICATIONS RESEARCH CENTRE
(CRC Project #: IO#000CRC058518)**

FOR THE

DEPARTMENT OF INDUSTRY CANADA

**Tenders must be submitted and received by November 5, 2014 on or before 2:00
PM Eastern Standard Time**

PART 1: GENERAL INFORMATION / CONDITIONS

1. Instructions for Submitting a Tender

Bidders must prepare and submit their formal Tenders as follows:

SECTION 1 - TECHNICAL SUBMISSION (1 copy) (with no reference to price)

This section is to include:

- 1) The Bidder's response to the Mandatory Criteria as stated in Part II, section 12.0
- 2) Signed copy of the Certifications included in Part III.

SECTION 2 - FINANCIAL SUBMISSION (1 copy)

This section is to include the duly completed and signed Bid and Acceptance Form provided in Appendix A of this ITT. The Bidder should also refer to Part II, section 13.0 for additional information related to the financial portion of their tender.

Note: Prices shall not appear in any other area of the tender except in Appendix A Bid and Acceptance Form of the ITT.

DELIVERY METHODS:

Tenders may be submitted by any of the following delivery methods:

1. **By e-mail:** CRC-Procurement@ic.gc.ca

When using the e-mail method, bids must be submitted in one e-mail with two attachments clearly identified as follows:

- i) Technical Bid
- ii) Financial Bid

All attachments must contain ITT number (IO#000CRC058518).

OR

2. **Hard Copy to:**

Communications Research Centre
Procurement and Contracting Unit
Building 4, Room 142
3701 Carling Avenue
Ottawa, Ontario K2H 8S2

When using this Hard Copy delivery address method, bids must be submitted in two separate sealed packages as follows:

1. Technical Bid
2. Financial Bid

Bidders must ensure that the ITT number (IO#000CRC058518) is clearly marked on all envelopes/parcels when tenders are delivered to the above mentioned address.

IMPORTANT NOTICE TO BIDDERS

Tenders submitted to any e-mail address or mailing address other than that stated herein will not be considered. The CRC will not assume responsibility for misdirected tenders. Tenders must be submitted before the specified tender closing date and time. The CRC will not assume responsibility for tenders received after the tender closing date and time.

2. General Conditions and Clauses

a) The following terms and conditions will be part and parcel of this ITT and the resulting contract:

GC1 General Provisions	R2810D (2013-04-25)
GC2 Administration of the Contract	R2820D (2012-07-16)
GC3 Execution and Control of the Work	R2830D (2010-01-11)
GC4 Protective Measures	R2840D (2008-05-12)
GC5 Terms of Payment	R2550D (2010-01-11)
GC6 Delays and Changes in the Work	R2860D (2013-04-25)
GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12)
GC8 Dispute Resolution	R2884D (2008-05-12)
GC9 Insurance	R2590D (2011-05-16)

Supplementary Conditions

Fair Wages and Hours of Labour - Labour Conditions	R2940D (2012-07-16)
Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2007-05-25)
Schedules of Wage Rates for Federal Construction Contracts	

b) 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>

c) Schedules of Wage Rates for Federal Construction Contracts are included by reference and may be accessed from the Web site:

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

3. Enquiries - Solicitation Stage

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the ITT, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the Contracting Authority named below. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this paragraph may (for that reason alone) result in the disqualification of the tender. Enquiries must be IN WRITING. Enquiries must be received no less than two (2) working days prior to the ITT closing date to allow sufficient time to provide a response. Enquiries received after that time might not be answered prior to the ITT closing date.

4. Mandatory Site Visit

N/A

5. Management of the Resulting Contract

Contracting Authority	Alternate Contracting Authority
<p>Anne Nino Manager Procurement and Contracting Officer Communications Research Centre Canada Centre de recherches sur les communications Canada 3701 Carling Ave. 3701, avenue Carling PO Box 11490, Station H CP 11490, succursale H Building 4, room 142 édifice 4, salle 142 Ottawa ON K2H 8S2 Ottawa (Ontario) K2H 8S2 (613) 998-1922 anne.nino@ic.gc.ca fax / téléc. (613) 993-8657 Web site / Site web : www.crc.ca Government of Canada Gouvernement du Canada</p>	<p>Jennifer Miljour Procurement and Contracting Officer Communications Research Centre Canada Centre de recherches sur les communications Canada 3701 Carling Ave. 3701, avenue Carling PO Box 11490, Station H CP 11490, succursale H Ottawa ON K2H 8S2 Ottawa (Ontario) K2H 8S2 (613) 990-6278 jennifer.miljour@ic.gc.ca fax / téléc. (613) 993-8657 Web site / Site web : www.crc.ca Government of Canada Gouvernement du Canada</p>

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. Bid Security

N/A

7. Contract Security Confirmation Letter OR Agreement to Bond

N/A

8. Conditions Precedent to Contract Award

A Condition Precedent to Contract Award shall be construed as a requirement that must be met prior to contract award (as opposed to a mandatory requirement that must be met at the bid closing date and time pursuant to Part II, Section 12.0 – Mandatory Requirements of this ITT), and the Contracting Authority may, before award of any contract, seek clarification from the Bidder and/or make verification to validate any information submitted by the Bidder in this regard.

If a tender is recommended for award of a contract, Industry Canada (IC) reserves the right to request the Bidder to provide to the Contracting Authority, prior to contract award, the documents enumerated hereunder that may apply and be used in the performance of the work under any resulting contract. At contract award, the Contracting Authority may include these documents into the resulting contract. Failure to comply with the request of the Contracting Authority, within the timeframe provided in the request, will render the tender non-responsive.

1. A detailed project schedule identifying the timeline for the execution and completion of the work. The schedule must allow for any foreseen and unforeseen delays.
2. Proof of license to practice in the province of Ontario
3. Workers Compensation Certificate
4. Certificate of Insurance
5. Provide one (1) copy of table of contents of company Safety Manual.
6. A complete breakdown of the tasks to be performed, the expected deliverables including the types of equipment/gear and/or other aids that will be required for the execution of the work.
7. Certifications and information or documentation Precedent to Contract Award, are to be completed and submitted with the bid, but may be submitted afterwards.

If any of the required information/documents are not fully completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority, within the timeframe provided in the request, will render the tender non-responsive.

Industry Canada (IC) reserves the right at its sole discretion to assess the adequacy and validity of the above specified documents and/or information prior to acceptance. Should Industry Canada, at its sole discretion, determine that the documents and/or information provided to any of the above stated points are considered not accurate, incomplete, unclear and/or not relevant to the project, no further consideration shall be given and no contract shall be awarded to this Bidder. IC further reserves the right to proceed with the same process as stated above for the second-ranked lowest Bidder, and so on until a Bidder is found to have all of the requested documents acceptable to IC.

Part II: Terms of Reference

1.0 PURPOSE

The department of Industry Canada, specifically the Communications Research Centre (CRC) is seeking offers from Contractors interested in replacing the existing microwave absorber on walls and floor of the Near-Field (NF) antenna chamber and on the Near Field System (NSI NF) positioners, towers with new high performance microwave absorbers facilitating high fidelity antenna measurements from 0.5 GHz to 40 GHz; and the refurbishment of the large shielded compact antenna chamber.

The area of work shall be within the National Capital Region, specifically the complex of the Communications Research Centre (CRC) located at 3701 Carling Avenue, Ottawa, ON. The resulting contract period is specified in Appendix A Bid and Acceptance Form of the ITT.

2.0 TITLE OF PROJECT

Bldg 2F Anechoic Chamber Microwave Absorbers Project

3.0 BACKGROUND

Communications Research Centre (CRC) is the federal government's primary laboratory for research and development in wireless technologies, part of Industry Canada's Spectrum Information Technologies and Telecommunications sector. CRC is also the custodian and largest resident of the Shirleys Bay Campus.

The project involves but is not limited to....

1. Replace existing absorber on walls and on floor of the NF chamber, and on the Near Field system (NSI NF) positioners, towers with new high performance absorbers facilitating high fidelity measurements from 0.5 GHz to 40 GHz.
2. Design, fabricate, deliver, install, test and warranty the absorber installation, and performance as outlined in the Appendix D "Specifications".
3. The existing absorber shall be disposed using standard disposal methods as required by local, provincial and national regulations.
4. Refurbish large shielded compact antenna chamber.
5. Remove existing absorber panels, shielded panels, vents, conduits and light fixtures on ceiling as directed by the Project Authority.
6. Install, test and warranty the new microwave absorber panel, clamps, fasteners and shielded panels in accordance to the performance requirements outlined in the Appendix D "Specifications".
7. The disposal of existing absorber panels and shielded panels, all mounting components shall be the responsibility of the winning bidder.
8. The winner bidder is responsible for removing all demolished and or torn down materials off site, using standard disposal methods as required by local, provincial and national regulations.

9. New absorber panels shall be selected / designed, fabricated, optimized and installed to provide minimum peak to peak amplitude ripple within the antenna test volume as per the Commissioning or Test Plan in Appendix D.

4.0 PROJECT REQUIREMENTS / OBJECTIVES

The project requires the services of a qualified Contractor to perform all work outlined in section 5.0 below, Scope of Work.

It is a requirement of this project that the selected Contractor coordinate all required disciplines with both their sub contractors and or other CRC Contractors.

The Contractor must provide a construction schedule to the CRC Project Manager prior to starting the work.

5.0 SCOPE OF WORK

All tasks are indicated in the drawings and specifications which are provided as supporting documentation and or Appendix's to this ITT.

The safe removal and disposal of existing absorber in the NF CHAMBER and compact antenna chamber;

Design the absorber installation for the NF chamber whose characteristics were specified in Section 3 of Appendix D.

The design of the new absorber installation shall be optimized to provide minimum peak to peak amplitude ripple within the antenna test volume. This requires that the reflected E field be a minimum of -60 dB below the desired transmit signal at 1 GHz.

Deliver and install the absorbers as outlined in Table 2 of Appendix D.

Test the performance of the chamber with the new absorber installation in accordance with the test plan outlined in Appendix D.

Delivery of the absorbers shall be completed by the 19 December 2014.

Proof of performance test plan shall be submitted to CRC for approval no later than by the 19 December 2014.

Absorber installation shall be completed no later than by the 27 January 2015.

Proof of performance shall be completed no later than by the 6 February 2015.

A detailed final report shall be completed no later than by the 20 February 2015, including test setup, test equipment calibration dates, measurement results, and error analysis outlined in

Appendix D. The report shall be written, reviewed, and endorsed by a registered professional engineer, licensed and trained for this type of activity.

6.0 PROJECT CONSTRAINTS

The services rendered by the selected company will be in support of the Real Estate and Property directorate of Industry Canada.

Building materials containing designated substances as identified by the Ontario Ministry of Labour and the Ontario Occupational Health & Safety Act shall not be used unless approval from CRC's Environmental Officer is provided in writing.

The Contractor shall execute the work with the least possible interference or disturbance to the normal use of the premises and the existing building systems. The Contractor must make arrangements with the Project Authority to facilitate the work as stated.

Equipment producing excessive noise such as electrical generators will be permitted to operate between the hours of 08:00 to 16:00, and construction work will not be permitted during silent hours (18:00 to 06:00) without 24 hours prior approval from the Project Authority.

7.0 ASSOCIATED DOCUMENTS

The Contractor is to make reference to the following construction documents which are provided as supporting documentation to this ITT.

Drawings and Specifications:

Appendix D

All specifications and drawings provided by the CRC or on behalf of the CRC to the Contractor in connection with the Contract belong to the CRC and must be used by the Contractor only for the purposes of performing the Work.

8.0 PROJECT DETAILS

8.1 Schedule/Timeline

For project schedule and timeline, refer to Part 1 Section 8, Conditions Precedent to Contract Award.

For Period of the Resulting Contract, refer to Appendix A Bid and Acceptance Form, Section 8.

8.2 Suspension of Work

Notwithstanding any wording specified in clause GC7.2 (2007-05-12) Suspension of Work under SACC R2870D, in the event of a work suspension, the Contractor shall update the work schedule with the assistance and approval of the Project Authority.

8.3 Project Implementation

N/A

8.4 Use of Site and Facilities

The Contractor is to provide waste dumpsters for collection of construction waste and make provision for periodic removal of waste from the site during construction. The Contractor must coordinate the location and size of the dumpsters with the Project Authority prior to delivery. All waste and debris are to be disposed off CRC property.

No photographic equipment of any kind including photo or video cameras is permitted on site and no photographs shall be taken.

The only available parking for Contractors personnel is in Parking Lot P14

The Contractor is to keep the facilities clean and return the facilities back to its original condition once the work is completed at the end of each and every work day.

8.5 Protection Of Public Traffic

The Contractor must:

Comply with the requirements of Industry Canada, CRC traffic policy in force for the regulation of traffic and or use of roadways upon or over which it is necessary to carry out Work or the transportation of materials or equipment.

Provide and maintain access roads, sidewalk crossings, ramps, fire routes, and construction runways as may be required for access to the work site.

Provide and maintain competent signal flag operators, traffic signals, barricades and flares or lanterns as required to perform work and protect public with the approval of the CRC Safety Officers

Place equipment in a position that minimized any potential interference and or hazard to the travelling public.

Not close any lanes of the road without approval of the Project Authority. Before re-routing traffic erect suitable signs and devices in accordance with applicable codes.

Maintain access to property including overhead clearances for use by emergency response vehicles.

8.6 Site Storage

The Project Authority will assign storage space if required. The Contractor must coordinate location of storage space/sheds with the Project Authority prior to delivery.

The Contractor is to not unreasonably encumber site with materials or equipment.

The Contractor must not store products or equipment in a location, which interfere with the operations of Project Authority's or other contractors.

8.7 Liabilities

The Contractor shall assume responsibility for any accident or damage caused by its employees and or subcontractors and/or equipment to CRC property or personnel as a result of the Contractor's activities.

The Contractor shall assume all responsibility for the security of it's equipment and materials during and after working hours. CRC shall not be held liable for any vandalism, theft or loss.

The Contractor shall be responsible for making whatever representations are necessary to the pertinent organizations in order to carry out the Work. The costs incurred in obtaining these documents shall be the responsibility of the Contractor.

The Contractor is responsible for notifying the Project Authority of any on-site activity, and obtaining approval to gain access to the Campus 48 hours before entering the site.

8.8 Unplanned Shut-Down

The utilities provided to the Contractor by CRC will be subject to the requirements of the campus and may be cut off without prior notice at any time by its representatives.

CRC will not be liable for any damage or delay resulting from the interruption of these utilities.

8.9 Temporary Utilities

Existing services required for the work, may be used by the Contractor without charge. The Contractor is to ensure capacity is adequate prior to imposing additional loads. The Contractor must connect and disconnect temporary utilities at their own expense.

Temporary services required for work may be available without charge where there is capacity to do so, and at the discretion of the Project Authority. Mechanical and Electrical connections must be in accordance with applicable codes. Connections and disconnections to/from services shall be at the Contractor's expense and responsibility.

The Contractor must notify the Project Authority and utility companies of intended interruption of services and obtain requisite permission.

The Contractor must provide the Project Authority one (1) week notice related to each necessary interruption of any mechanical or electrical service throughout the course of the work. The Contractor must keep duration of these interruptions to a minimum. The Contractor must carry out all interruptions after normal working hours of the occupants, preferably on weekends.

8.10 Health and Safety Program

The Contractor will be responsible to take all necessary steps to protect the workers from harm in accordance with revised statutes of the current Canada Labour Code.

CRC's fire regulations, emergency procedures and health and safety regulations applicable to the work site will be provided to the Contractor by the Project Authority". Adherence to the health and safety measures specified in that plan shall be mandatory for all on-site personnel and all site visitors.

All Contractor employees, and all site visitors shall have, wear and or use the appropriate safety equipment and training.

The Contractor must be prepared to provide supporting documentation attesting to the suitability of the workers regarding project specific training requirements if requested by the Project Authority.

The Contractor must also be prepared to provide a copy of their company safety plan.

8.11 Working Hours

Unless advised otherwise and approved, the work performed at the Campus by the Contractor shall be carried out during normal working hours (07:00-18:00) during the week and shall be carried out with the least possible interference or disturbance to building occupants and Campus activities or operations.

Equipment producing excessive noise such as electrical generators will be permitted to operate between the hours of 08:00 to 16:00, and construction work will not be permitted during silent hours (18:00 to 06:00) without prior written approval from the Project Authority.

8.12 Contract and Schedule Changes

The Project Authority is responsible for approving any modifications to the work schedule or to the technical content of the Work.

The Contractor will not implement any changes to the Work in the Contract before the Project Authority has authorized a Change Order. The Change Order will specify the nature of the change, the time frame in which it must be carried out and any additional cost associated to the change.

A copy of the approved Change Order will be provided to the Contractor and to the Project Authority by the Contracting Authority.

9.0 MANAGEMENT OF THE PROJECT – ROLES AND RESPONSIBILITIES

9.1 Project Authority:

The name of the Project Authority will be provided at contract award.

The Project Authority (or assigned departmental representative) has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document. The Project Authority (or assigned departmental representative) is responsible for all matters concerning the technical content of the Work under this requirement. Any proposed changes to the Scope of Work are to be discussed with the Project Authority or his assigned departmental representative.

9.2 Contractor:

1. The Contractor shall establish and maintain, throughout the duration of the project, a team capable of effectively delivering the services described in this document.
2. The Contractor shall deliver the project within the timeframe and assigned budget in accordance with the approved plan agreed to by the Project Authority.
3. Upon execution of the contract, the Contractor shall be responsible for producing all work in a conscientious and professional manner.
4. The Contractor shall coordinate project requirements with any base building renovation work that may be underway.

9.3 Coordination with CRC

Upon contract award, the Contractor shall:

1. Carry out services in accordance with approved documents and directions given by the Project Authority.
2. Correspond only with the Project Authority at the times and in the manner dictated by the Project Authority. The Contractor shall not communicate with the client department unless so authorized in writing by the Project Authority.
3. Ensure all written communications carry the CRC's Project Title; **Bldg 2F Anechoic Chamber Microwave Absorbers Project**, Project Number **IO#000CRC058518**.
4. Advise the Project Authority of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Contractor shall detail the extent and reasons for the changes and obtain written approval from the Project Authority before proceeding.
5. Ensure all activities performed shall provide for the protection of the health and safety of the facility's occupants, and shall not disturb or interfere with the facility's security systems and procedures.

9.4 Project Response Time Requirements

1. It is a requirement of all projects covered under this ITT that the prime Contractor and their proposed subcontractors should be personally available to attend meetings within 48 hours'

notice to the Project Authority's request (and respond to inquiries by email/phone within 24 hours), in the locality of the place of the work, and respond to inquiries from the date of the award of the Contract until final inspection and turnover.

2. The Contractor must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this ITT in a timely fashion.

9.5 Client Support

Subject to applicable security restrictions, the Contractor will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned to the Project Authority, in their original condition upon termination of the contract.

10 SECURITY

Security requirements must be adhered to when the Contractor and his subordinates are within the building. CRC will provide a Commissionaire, as required, upon 48hrs notification through the Project Authority.

The Contractor will supply the Project Authority with a list of names of employees and subcontractors who will be accessing the site at least 2 working days prior to the starting work dated, upon contract award.

Access to the site is subject to the following restrictions: The Contractor and their employees and subcontractors must sign in every day at the CRC Guard House Reception Building 1, and are subject to any other regulations as determined by the Security Emergency Operations (SEO) and the Project Authority. All possible steps will be taken to provide the Contractor with access to their work site at all times, however CRC activity may require some closure of the area.

10.1 Site Access

Any of the Contractor's personnel on the Campus must first be approved by CRC. Unauthorized personnel will not be permitted access on the Campus for any reason.

10.2 Security Escort

All personnel employed on this project shall always be escorted when accessing or working within the construction site during normal working hours. Personnel shall always be escorted in all areas outside of normal working hours.

The Contractor must submit a completed CRC escort request form to the Project Authority at least three (3) days before the service is needed. For requests submitted within the time mentioned above, the costs of the security escort will be paid for by the Project Authority. Industry Canada reserves the right to charge the Contractor the cost incurred by a late request. Any escort request may be cancelled free of charge if notification of cancellation is given at least

one (1) working day before the scheduled time of the escort. The cost incurred by a late cancellation will be charged to the Contractor.

The calculation of costs will be based on the hourly rate of a security officer for a minimum of eight (8) hours per day for a late service request and for late cancellations.

Industry Canada, CRC Campus is categorized as a secure site. All contractors are restricted to the construction area. Contractors are not permitted access to occupied areas of the site and facilities outside of the construction zone unless escorted by the project authority or Security Officer.

11.0 EVALUATION PROCEDURES

11.1 Tenders will be evaluated in two separate steps as follows:

- a) evaluation of the technical and financial Mandatory Requirements as listed in Section 12.0 below. Only tenders meeting all of the Mandatory Requirements will be accepted.
- b) evaluation of the financial rated requirements as listed in Section 13.0 below.

Note: Industry Canada may choose to terminate the evaluation of any tender upon the first finding of non-compliance with a mandatory requirement.

An evaluation team composed of representatives of Industry Canada will evaluate the submitted tenders.

The evaluation team reserves the right but is not obliged to seek clarification or verification of any or all information provided by the Bidder with respect to this ITT.

12.0 EVALUATION REQUIREMENTS

12.1 Mandatory Requirements (Must be submitted at Tender Closing Date and Time)

To be considered responsive, a tender must meet all of the mandatory requirements of this solicitation. Tenders not meeting all of the mandatory requirements will be given no further consideration. Industry Canada may decide to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

ITT Reference	Mandatory Requirement
12.1.1	Provide a complete breakdown of the tasks to be performed, the expected deliverables including the types of equipment/tools and/or other aids that will be required for the execution of the work.
12.1.2	The Bidder must complete, and sign and the Bid and Acceptance Form (Appendix A of this ITT) and include it in Section 2 of their tender.
12.1.3	The Contractor must employ or subcontract a Professional Engineer to commission the project as per the test plan and report in Appendix D.

12.2 Essential Requirements

The responses to the essential requirements below are to be included in Section 1 of the tender.

ITT Reference	Essential Requirements
12.2.1	The Bidder is to complete, sign and return the Certification requirements located in Part III of this ITT <u>and to include them with their tender.</u>
12.2.2	If using Subcontractors Form from Appendix B, the Bidder is to complete and submit with their tender.
12.2.3	Using the Project Reference Form from Appendix C, the Bidder is to provide evidence of their previous experience in the provision of services similar to those described in this ITT.

13.0 CONTRACTOR SELECTION METHOD

The tender that will be selected will have met all the mandatory and essential requirements as laid out in Part II, Section 12.0 of the ITT; and who's bid is the lowest overall lump sum cost (applicable taxes included).

In the event that two or more bidders have met all the mandatory criteria stated herein and submitted identical total lump sum cost, the winning Bidder will be the Contractor who has been registered in the province of Ontario and has been in operation for the longest period of time.

14.0 AWARDING OF CONTRACT

One contract will be awarded and it will be offered to the Bidder whose tender is selected by Industry Canada's assessment team based on the Contractor's Selection Method at Section 13.0 above.

Once a contract is awarded, a Notification of the Successful Bidder will be posted on the Government Electronic Tendering System.

Industry Canada in no way guarantees that a contract will be issued based on this bid process. Due to financial limitations, Industry Canada reserves the right to terminate this bid process at any time.

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

15.0 BASIS FOR OWNERSHIP OF INTELLECTUAL PROPERTY

No intellectual property applies to this ITT.

PART III: CERTIFICATIONS

COMPANY NAME: _____
(Print)

1.0 CERTIFICATION REQUIREMENTS OF THIS ITT:

Note to Bidders: The following certification requirements apply to this Request for Tenders. Bidders are requested to complete these certifications by filling in the appropriate spaces below and to include them with their tender.

1.1 ACCEPTANCE OF CONDITIONS

"We hereby offer to sell and/or supply to Canada, under the terms and conditions set out herein, the services listed herein."

Signature: _____ **DATE:** _____

1.2 VERIFICATION OF INSURANCE

"We hereby certify that we hold a Commercial General Liability Insurance, valid in Canada in the amount of NOT LESS THAN \$2,000,000 per occurrence and will be maintained in force throughout the duration of any resulting Contract.

Signature: _____ **DATE:** _____

1.3 VERIFICATION OF LICENSE

"We hereby certify that all trades people proposed to work under any resulting contract are licensed to provide these services to the full extent that may be required by provincial law in the province of Ontario.

Signature: _____ **DATE:** _____

1.4 VERIFICATION OF CREDITATION

"We hereby certify that the commissioning agent for the test plan and report is a certified Professional Engineer with a degree from a recognized University.

Signature: _____ DATE: _____

1.5 VERIFICATION OF WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

"We hereby certify that we hold a current and valid Canadian WSIB Certificate and will be maintained in force throughout the duration of any resulting Contract.

Signature: _____ DATE: _____

COMPANY NAME: _____
(Print)

1.6 VERIFICATION OF TRAINING/SYSTEMS

"We hereby certify that we proposed personnel possess the following certifications and will be maintained in force throughout the duration of any resulting Contract.

1. Fall Arrest Training (all personnel)

Signature: _____ DATE: _____

1.7 VERIFICATION OF EXPERIENCE

"We hereby certify that _____ have at least five (5) years of related experience in providing the services similar in scope to the project here-within described."

Signature: _____ DATE: _____

1.8 FORMER PUBLIC SERVANTS (FPS):

Bidders must provide information regarding their status as former public servants in receipt of either a lump sum payment or a pension, or both.

For the purposes of this solicitation, a former public servant is defined as:

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

Please check in the appropriate box:

Not a former public servant in receipt of either a lump sum payment or a pension, or both

Former public servant in receipt of a lump sum payment (under the Work Force Reduction Programs).

Date of termination of employment as a Public Servant: _____

Former public servant in receipt of a pension

Date of termination of employment as a Public Servant: _____

Signature: _____ **DATE:** _____

1.9 JOINT VENTURE CERTIFICATION

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single business enterprise, sometimes referred to as a consortium, to bid together on a requirement.

Bidders are requested to place a check mark (√) in the applicable box below to confirm whether the tender is/is not submitted as a joint venture.

YES the tender is submitted as a joint venture

NO the tender is not submitted as a joint venture

It is requested to the Bidder who bid as a joint venture to complete the certification below with the following information:

1. Composition of joint venture: (names and addresses of all members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):

Name and address of each member of the joint venture	Procurement Business Number (PBN)

2. The name of the representative of the joint venture, i.e., the member appointed by the other members to act on their behalf:

(Print Name)

3. The name of the joint venture (or the name of the company appointed to represent all members of the joint venture should a contract be awarded):

(Print Name)

4. Type of joint venture (check mark (√) applicable box):

<input type="checkbox"/>	incorporated joint venture
<input type="checkbox"/>	contractual joint venture
<input type="checkbox"/>	other

This certification must be signed by all members of the joint venture unless a representative of the joint venture has been appointed to represent all members of the joint venture.

The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as it's representative for the purposes of the tender and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

Signature of all members of the joint venture or of the representative of the joint venture, as applicable:

Company Name	Print Name	Signature	Date

**APPENDIX A
BID AND ACCEPTANCE FORM**

PROJECT TITLE: Bldg 2F Anechoic Chamber Microwave Absorbers Project

1.0 NAME AND ADDRESS OF THE BIDDER

Name:
Address:
Telephone:
Fax:
PBN (if applicable):
GST/HST Registration Number:

2.0 CONTACT PERSON FOR THE PURPOSE OF THE TENDER (AN AUTHORIZED REPRESENTATIVE OF THE BIDDER)

Name:
Title:
Telephone:
Fax:
Cell:
Email address:

3.0 OFFER

CRC estimated expenditure for the completion of this project is \$197,750.00 (including applicable taxes).

Bidders must specify below the all-inclusive Lump Sum Cost for the performance of the work under any resulting contract. It is requested that bidders also specify below the applicable HST amount and the Total Lump Sum Cost.

All-inclusive Lump Sum Cost: \$ _____

Applicable GST/HST Amount: \$ _____

TOTAL LUMP SUM COST: \$ _____

For greater certainty, the Bidder agrees that the **Total Lump Sum Cost** quoted above is inclusive of all costs (e.g. labour, materials, tools, equipment and rentals used to perform the work, printing, photocopying, local travel, travel time, delivery or shipping charges, photographs, profit and overhead costs, and any other expenses related to the performance of the work under any resulting contract including sales taxes, other taxes except HST).

4.0 Method of Payment - Resulting Contract

Progress payments (a series of payments allowing payment for work performed before completion of the whole project) shall be made in accordance with the accepted payment schedule upon receipt of invoices detailing the work performed, the materials and supplies used. Each milestone invoice must clearly demonstrate the sub amount, and the HST must be shown as a separate line item.

Payment #	Milestones	Actuals
1	Upon the delivery of materials	
2	After inspection and acceptance of all work and upon commissioning and CRC acceptance of the test plan and receipt of the engineer's report	

The Bidder may propose an alternate method of payment. However, the CRC reserves the right to accept the proposed payment schedule or to negotiate its terms before awarding the contract.

Payment(s) will be contingent upon Industry Canada's satisfaction with the Work subject to the Project Authority's approval.

5.0 Insufficient Funding

In the event that the lowest compliant bid exceeds the amount of funding allocated to the Work, Industry Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 25% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Industry Canada not be reached, Industry Canada shall exercise option (a) or (b).

6.0 BID VALIDITY PERIOD

It is understood that your tender will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the ITT.

7.0 RESULTING CONTRACT

The resulting Contract shall constitute the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference into the Contract.

8.0 PERIOD OF THE RESULTING CONTRACT

The Work shall be performed in accordance with the Work schedules applicable under any resulting Contract. The Contractor agrees to complete all Work no later than the March 31st 2015.

9.0 ACKNOWLEDGEMENT AND CERTIFICATIONS OF THE BIDDER

By submitting a tender, the Bidder agrees, acknowledges and certifies that:

1. The tender **is** or **is not** (place check mark in the applicable box) submitted as a joint venture. If the Bidder is a joint venture, the Bidder must complete the certification located in Part III of this ITT.
2. All statements and information specified in their tender are accurate and factual, and we (the Bidder) are aware that Industry Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the tender being declared non-responsive. In the event that the Contractor does not comply with any statement or that it is determined that any statement made by the Contractor in its tender is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.
3. By submitting a formal tender in response to this ITT, the Bidder's signature indicates acceptance of the terms and conditions applicable to this ITT and any resulting Contract. IC reserves the right to reject any tender including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada's interest.

10.0 PRIORITY DOCUMENTS FORMING PART OF ANY RESULTING CONTRACT

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 following list;

- (a) the Contract for Construction;
- (b) the Standards Acquisitions Clauses and Conditions;
- (c) the Invitation to Tender, its Terms of Reference, Specifications, Drawings, any Appendices and Referenced Attachment(s);
- (d) the Contractor's bid dated _____ (**Space reserved for the Contracting Authority**) (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).

11.0 SIGNATURE(S)

I declare that I have the authority to bind the Bidder for all applicable purposes under this Bid and Acceptance Form.

(Signature of the authorized representative) DATE: _____

(Print name and title)

(Print company name)

(Date)

**APPENDIX B
SUBCONTRACTORS FORM**

NAME OF BIDDER: _____

The Bidder is requested to place a check mark (✓) in the applicable box below to confirm whether any part of the work will be subcontracted under any resulting contract:

No / Yes

The Bidder who want to subcontract any part of the work (only for such bidder) are requested to specify in the table below each part of the work that will be subcontracted under any resulting contract and the name/address/telephone/e-mail address including HST number of the subcontractor(s) that will perform such part of the work.

DESCRIPTION OF THE WORK TO BE SUBCONTRACTED	SUBCONTRACTOR (Name/Address/Tel/Cell/E-mail Address including GST/HST Business Number)

Signature: _____ **DATE:** _____

APPENDIX C PROJECT REFERENCE FORM

Name of Bidder: _____
(Print)

Bidders are requested to complete the document below thereby providing three (3) project references where similar work as described in this ITT was performed within the preceding two (2) years. A project will be considered by IC/CRC, at its sole discretion, as being "similar" to the work described under this ITT, and especially if the project was similar in scope in terms of value and complexity.

Project No.	WORK DESCRIPTION & Project Start & End Date	ORGANIZATION & LOCATION OF WORK	CONTACT NAME TEL/CELL NO. & E-MAIL ADDRESS	TOTAL COST
1				
2				
3				

A "project" will be considered by the CRC Technical Project Authority, at their sole discretion, as being "similar" to the work described under this ITT, as well as if the project was similar in scope and complexity.

Signature: _____ **DATE:** _____