



REQUEST FOR PROPOSAL (RFP)

Bay 3 Refit Project at the David Florida Laboratory

**Bid Submission Deadline:
March 12th, 2021 at 2:00 PM (EST)**

Submit Bids to the Canadian Space Agency by:

FAX : 819-997-9776

or

E-Post Connect: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

For the attention of : Rafael Uribe

Reference: CSA File No. **9F023-20200546**

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



February 22nd, 2021

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PART 1 - GENERAL INFORMATION

1. Summary

Intent of this Tender call is to obtain a firm price offer to upgrade and refit the Heating Ventilating Air Conditioning System serving the ISO 14644 Class 7 Clean Room Bay 3 at the Canadian Space Agency's David Florida Laboratory, in accordance with these Tender Documents and complete in every respect for a fully operational system (electrical connections, controls, fire alarm connection, programming, commissioning, ductwork, piping etc.).

- **Period of the Contract**

All work to be completed no later than March 31st 2022.

- **Work location**

The work will take place on the Shirley's Bay Campus (3701 Carling Avenue, CP11490, Succ. H, Ottawa Ontario K2H 8S2).

- **Travel**

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

2. Security Requirement

There are no security requirements associated with this requirement.

3. Trade Agreements

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

4. Optional site visit

Arrangements have been made for a non-mandatory site visit to be held on **February 26th, 2021, at 10:00am at the David Florida Laboratory (3701 Carling Avenue, CP11490, Succ. H, Ottawa Ontario K2H 8S2). A second visit will also be possible on March 5th 2021 at 10:00am.**

The bidders should communicate with the Contracting Authority to confirm attendance and provide the name of the person who will attend 48 hours in advance. In order to protect the health and safety of participants due to the COVID-19 pandemic, visitors will have to respect the hygiene and physical distancing instructions in force. Bidders may be required to bring masks and gloves. Only one visitor per company will be allowed. Do not attend the visit if you have symptoms of COVID-19, if you have traveled in the past 14 days, or if you have been in contact with people affected by the disease or its symptoms. A second visit could be organized if there are too many attendees. Should that be the case, a notice will be posted on the Buyandsell website. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

* For the site visit, you have to bring an identification card that you will show at the reception.

* For the site visit, it is recommended bringing the request for proposals documentation with you to be able to take notes.



5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **PROVINCE OF ONTARIO**.

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.

6. Communications Notification

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

7. The EPOST Connect service

This bid solicitation allows bidders to use the EPOST Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information. **(see instruction at Appendix H)**

<https://buyandsell.gc.ca/submit-your-bid-submission-files-electronically-from-anywhere-in-canada>

8. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for proposal (RFP) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual> issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of this bid solicitation and accept the clauses and conditions of the resulting contract. The submission of a bid constitutes an assertion that the Bidder has read these documents and accepts the terms and conditions set out therein.

1.1. SACC Manual Clauses

Clauses R2710T (2020-05-28) General Instructions - Construction Services - Bid Security Requirements - are incorporated by reference into and form part of the bid solicitation.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2710T/22>

Under article GI09 (2014-03-01) Submission of bid
Remove number **1.** and **3.**

The Bid and Acceptance Form, duly completed, and the bid security shall be submitted by one of the methods described hereunder :

2. Submission of Bids

THE DEADLINE FOR SUBMITTING BIDS IS INDICATED ON PAGE 1 OF THIS DOCUMENT.

2.1 Facsimile

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile.
 - i. The only acceptable facsimile number for responses to bid solicitations is **819-997-9776**.
- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder.

2.2 Epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the **epost Connect service** provided by Canada Post Corporation.
 - i. The only acceptable email address to use with epost Connect for responses to bid solicitations is: tpsgc.dgareceptiondessaoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca.



- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

Submissions must be submitted for the attention of : Rafael Uribe

Reference: CSA File No. **9F023-20200546**

Submissions sent by email (with the exception of epost connect from Canada Post), regular mail or in person will not be accepted.



3. Bid validity period

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority rafael.uribe@canada.ca **no later than two (2) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Recourse for suppliers with respect to the Procurement Process

- a. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority.
- b. 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.
- c. 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".



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Bidders must send their bid by the specified deadline (date and time) using a method indicated on page 1 of the RFP. Proposals can be submitted in English or French.

Prices must appear in the financial bid only. No price must be indicated in another section of the bid.

2. Price

The financial proposal must indicate the detailed breakdown of the total price proposed. The proposed payment terms must be given **as indicated in Appendix B**.

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

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

- a) use 8.5 "x 11" (216 mm x 279 mm) format;
- b) use a numbering system that corresponds to the bid solicitation;
- c) include the certifications in a separate section of the bid.
- d) Bidders must submit their financial bid in accordance with the Basis of Payment
- e) the total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), if applicable, must be shown separately.

3. Commercial name and address of the Bidder

1) Name: _____

2) Address: _____

3) Telephone: _____ Fax: _____

4) Email: _____

5) Email for financial questions (eg billing): _____

6) Business Number - Procurement (NEA): _____

7) Tax number: _____

8) Members of the Board of Directors:

Name and title

4. Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Financial Evaluation

SACC Manual Clause A0220T (2014-06-26) Evaluation of Price.

3. Basis of Selection

A bid must comply with all the requirements specified in the bid preparation instructions to be declared responsive. The responsive bid meeting all of the mandatory criteria with the lowest evaluated price will be recommended for award of a contract.

4. Mandatory Technical Criteria

Have completed, in the last ten (10) years, two projects involving the installation and commissioning of air handling units. These projects must have been completed in high-tech, research, manufacturing or laboratory facilities. To evaluate this criteria the bidder must provide a minimum of two (2) reference statements or client reference letters* which confirm that the work completed was of equivalent scope and performed in a similar environment.

* Reference statements can be written by the bidders. The evaluation team will contact the referent for validation. If the referent provides conflicting information with those mentioned by the bidder, the reference statement will be considered invalid. During the evaluation, reference statements where the referent cannot be contacted in a reasonable timeframe (10 business days) will also be considered invalid.

Provide two (2) reference letters or statements:

- For projects completed in the last ten (10) years;
- Each letter or statement **must demonstrate the following:**
 - the type of installation and where the work was carried out;
 - that the project was involving the installation and commissioning of air handling units;
 - that the schedule was followed, updated and completed on time;
 - the level of security protocols and that they were respected;
 - that the deliverables matched the level of quality and workmanship expected by the referent.
- Each letter or statement **must contain** the information of the referent for verification purposes;
 - o Name and address of the referent's company;
 - o Contact information of the referent (name, telephone and email);

The evaluation committee may communicate with the referral clients to validate the experience. The bidder must confirm in advance that all referent contact information is up to date and that the referent is willing to respond to the evaluators, if contacted.

5. Bid security

A bid security is required with this tender. Please refer to PART 2 - BIDDER INSTRUCTIONS



PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required with the Bid

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

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

1.2 Former Public Servant

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

1.2.1 Definitions

For the purposes of this clause,

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

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

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



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

1.2.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

1.2.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.3 Ineligibility and Suspension Policy

Bidders, offerors or suppliers certify to the following when submitting a bid:

- they have read and understand the **Ineligibility and Suspension Policy**; <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>
- they understand that certain domestic and foreign criminal charges and convictions, and other circumstances, will or may result in a determination of ineligibility or suspension;



- they are aware that Canada may request additional information, certifications and validations for the purposes of making a determination of ineligibility or suspension;
- they have provided a list of all foreign criminal charges and convictions;
- none of the domestic criminal offences and other circumstances described in the Policy applies to them, their affiliates and their first tier subcontractors; and
- they are not aware of a determination of ineligibility or suspension that applies to them.

1.4 Integrity Provisions – List of Names

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

1.5 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

1.6 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

1.7 Procurement Business Number (optional)

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information <https://srisupplier.contractsCanada.gc.ca/>.

For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Procurement Business Number (PBN): _____



1.8 Certification

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

CERTIFICATION SIGNATURE

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

- 1.1. Federal Contractors Program for Employment Equity - Bid Certification
- 1.2. Former Public Servant
- 1.3. Ineligibility and Suspension Policy
- 1.4. Integrity Provisions – List of Names
- 1.5. Status and Availability of Resources
- 1.6. Education and Experience
- 1.7. Procurement Business Number
- 1.8. Certification

Signature

Date

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

Phone : _____

E-Mail : _____

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirements

The work to be performed under this contract does not require any security clearance.

Site access will be provided as required and contractor(s) will be escorted at all times.

2. Description of requirement

The Contractor shall perform and complete the Work as per the statement of work at appendix C, the specifications in appendix D and the drawings and plans provided in appendix E.

The work will take place at the David Florida Laboratory (3701 Carling Avenue, CP11490, Succ. H, Ottawa Ontario K2H 8S2).

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

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

4. General Conditions

The following are the contract documents:

- (a) Contract page when signed by government of Canada;
- (b) Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- (c) Plans and Specifications;
- (d) General Conditions:
 - GC1 General Provisions R2810D (2017-11-28);
 - GC2 Administration of the Contract R2820D (2016-01-28);
 - GC3 Execution and Control of the Work R2830D (2019-11-28);
 - GC4 Protective Measures R2840D (2008-05-12);
 - GC5 Terms of payment R2850D (2019-11-28);
 - GC6 Delays and Changes in the Work R2865D (2019-05-30);
 - GC7 Default, Suspension or Termination of Contract R2870D (2018-06-21);
 - GC8 Dispute resolution R2880D (2019-11-28);
 - GC9 Contract Security R2890D (2018-06-21);
 - GC10 Insurance R2900D (2008-05-12);
- (e) Allowable Costs for Contract Changes Under GC5 R2950D (2015-02-25);
- (f) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (g) Any amendment incorporated by mutual agreement between government of Canada and the Contractor before acceptance of the bid; and
- (h) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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

5. Priority of Documents

The documents listed below form part of and are incorporated into this Contract. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list,



the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

- a) the Contract document including appendices;
- b) General Conditions as per indication above;
- c) Appendix C, Statement of work;
- d) Appendix D, Specifications;
- e) Appendix E, Drawing and plans;
- f) the Contractor's bid dated _____, (*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)).

6. Basis of payment – Firm Price

No increase in the total liability of government of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of government of Canada to be exceeded, unless the Contracting Authority authorizes an increase.

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

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

Invoices must be distributed as follows:

- (a) One (1) copy must be forwarded to the following address for certification and payment

CANADIAN SPACE AGENCY
9F023 – FINANCIAL SERVICES
Security and Facilities
6767 Route de l'Aéroport
Saint-Hubert (Québec) J3Y 8Y9, CANADA

OR BY E-MAIL : asc.facturation-invoicing.csa@canada.ca

One (1) copy must be forwarded to the Project Authority

8. Electronic Payment of Invoices

The Government of Canada is phasing out paper cheques in favour of Direct Deposit for all payments issued by the Receiver General. Direct Deposit is a secure and reliable method of receiving payment, eliminating the risk of lost or stolen cheques. You will find all the information to enrol in direct deposit with Canadian Space Agency at : <http://www.asc-csa.gc.ca/eng/forms/vendor-direct-depot-form.asp>



9. Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

10. Contracting Authority

The Contracting Authority for this resulting contract is:

Rafael Uribe
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert (Quebec) J3Y 8Y9
Canada
Telephone: (450) 926-4492
E-Mail: rafael.uribe@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

11. Project Authority

To be inserted at contract award.
Name: TBD
Canadian Space Agency
Address: 6767, Route de l'Aéroport
St-Hubert, Québec, J3Y 8Y9
Telephone:
E-Mail:

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.

12. Contractor's Representative

The Contractor's Representative for the Contract is:

Name:
Contractor:
Telephone:
E-Mail:

13. No Responsibility to Pay for Work not performed due to Closure of Government Offices

- i. Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- ii. If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

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 Appendix F.

15. Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

16. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

17. Office of the Procurement Ombudsman clause

Contract Clauses - Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

Contract clause – Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department*



of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.



APPENDIX “B”

Submission Slip



SUBMISSION TABLE

**Firm price to complete the entire project before March 31st 2022.
(price excluding taxes)**

_____ \$*

* If possible, please also provide a cost breakdown of your financial proposal, if not provided it may be required before contract award.



APPENDIX “C”

STATEMENT OF WORK (SOW)

STATEMENT OF WORK

Bay 3 Refit Project

Project CSA15-G8b

1. Objective

- .1 To upgrade and refit the Heating Ventilating Air Conditioning System serving the ISO 14644 Class 7 Clean Room Bay 3 at the Canadian Space Agency's David Florida Laboratory, 3701 Carling Avenue, Ottawa Ontario, in accordance with these Tender Documents and complete in every respect for a fully operational system (electrical connections, controls, fire alarm connection, programming, commissioning, ductwork, piping etc.).

2. Background

- .1 The existing air handling unit provides the heating, cooling and humidity required in the Bay 3 areas, with a series of supply air and return air ductwork with diffusers and grilles located on the opposite side of the walls in the bay. The air handling unit has likely surpassed its normal expected useful life and lifecycle replacement is recommended. The new air handling unit system design will also include redundancy that is beneficial for operation and maintenance.

3. Project Requirements

- .1 Demolition and partial removal of ductwork currently serving the ISO 14644 Class 7 Clean Room Bay 3.
- .2 Contractor to remove approximately 400 ft² (thickness of approximately 4 in.) of the existing concrete pads in the mechanical room M-6 (including the pads for the existing AHU-8). All the dust from the work must be contained in the mechanical room and exhausted directly with mechanical ventilation to the outside and away from the building. The dust must not remain on the roof surface or other surfaces on the building during this work. Contractor to provide all the equipment, tools and materials required for the work.
- .3 Installation of new mechanical and electrical infrastructure, and installation and assembly of pre-purchased equipment as detailed on drawings and in the specifications.
- .4 Work shall be phased in accordance with construction drawings & documents as to permit the operation of existing equipment serving adjacent space and decommissioning of AHU-8 (x).
- .5 Provide submittals in accordance with Section 01 00 10 of the specifications.

Operation and Maintenance Instruction Manuals as well as as-built documents and samples are required closeout submittals.

4. **Technical Specifications**

- .1 Detailed specifications along with architectural, electrical, mechanical and structural drawings are included. These documents provide information including the general requirements, health and safety requirements, regulatory requirements, as well as specific details regarding the various mechanical systems, controls and electrical requirements.

5. **Constraints**

- .1 Campus procedures, DFL general notes & procedures, as well as DFL clean room procedures are included in the specifications (see Appendix A within the attached document entitled: RFP 9F023-20200546 - Appendix D - Specifications.pdf).
- .2 These documents address issues of campus access and security protocols, building standards and expectations of the general contractors, as well as health & safety and other requirements for successful completion of this project.
- .3 GC to thoroughly and carefully examine the above mentioned three documents & procedures in the said Appendix A and ensure to pass it on to all their workers and subcontractors.

6. **Schedule & Completion**

- .1 Construct Work in stages to accommodate Owner's continued use of premises during construction as per Section 01 00 10 of the specifications.
- .2 Maintain fire access/control.
- .3 Protect workers and public safety.
- .4 General contractor being responsible for the entire project & boundaries must be present at all times during the full project duration to coordinate and supervise all external contractors work, standards and code compliance. GC to review and approve external contractor site specific project health & safety plan (PHSP) before starting any work and assure that their PHSP plan is fully implemented for the full duration of their work.
- .5 Project schedule is expected to be maintained & respected by the GC, any alternation to tasks sequence or duration has to be highlighted before construction start and approved by CSA stakeholders.



-
- .6 Work is to be conducted during the working hours of the facility from 7:00 AM to 3:30 PM, Monday to Friday.
 - .7 Excessively dirty or noisy work must be completed outside of regular hours.
 - .8 Detailed work schedule is to be submitted within five (5) working days of contract award & approved by CSA project authority within five (5) working days of receipt and acceptance.

7. Waste Management and Disposal

- .1 Transport hazardous materials and wastes, in accordance with Transportation of Dangerous Goods Act, Transportation of Dangerous Goods Regulations, and applicable provincial regulations.
- .2 Comply with applicable federal, provincial and municipal laws and regulations for generators of hazardous waste.
- .3 Use licensed carrier authorized by provincial authorities to accept subject material.
- .4 Before shipping material obtain written notice from intended hazardous waste treatment or disposal facility it will accept material and it is licensed to accept this material.
- .5 Provide photocopy of notice to the Departmental Representative.
- .6 Label container(s) with legible, visible safety marks as prescribed by federal and provincial regulations.
- .7 Only trained personnel handle, offer for transport, or transport dangerous goods.
- .8 Provide photocopy of shipping documents and waste manifests to the Departmental Representative.
- .9 Track receipt of completed manifest from consignee after shipping dangerous goods.
- .10 Provide photocopy of completed manifest to Departmental Representative.
- .11 Waste diversion from landfills is to be maximized towards the goals of Canada's Greening Government strategy (<https://www.canada.ca/en/treasury-board-secretariat/services/innovation/greening-government/strategy.html>). The target for diversion is 90% as per the greening government strategy.
- .12 Separate non-recoverable waste from reusable and / or recoverable materials in

separate containers.

- .13 Transport and deliver non-recoverable waste to authorized disposal facilities.
- .14 Transport and deliver recoverable or reusable materials to diversion channels.
An official recycling slip must be submitted.
- .15 The contractor must provide a waste management plan and use the traceability grid prior to the start of work. The grid is in attachment in the call for tenders page. The waste management plan specifically targets recycling and reuse of the demolished materials for which a final report must be submitted, which includes: receipts, weighing tickets, quantities (kg) and types of waste materials that have been sold, recycled, reused, incinerated, or sorted off site or eliminated. The final destination must also be indicated in the traceability grid.
- .16 The Departmental Representative will review the waste sorting program and provide comment and authorization to proceed.
- .17 Maintain the traceability grid up to date during the project and submit a finalized traceability report at the end of the work.

APPENDIX “D”

Specifications

See attached document entitled
RFP 9F023-20200546 - Appendix D - Specifications.pdf
in the call for tenders

APPENDIX “E”

Drawings and plans

See attached document entitled
RFP 9F023-20200546 - Appendix E - Drawings and plans.pdf
in the call for tenders



APPENDIX “F”

Performance Evaluation Report



PERFORMANCE EVALUATION REPORT

Upon fulfillment of a contract, this questionnaire must be completed by the responsible project authority/ technical authority for all service contracts (excluding temporary help service contracts), construction contracts and engineering consulting contracts with **CSA** and sent to the contract agent responsible.

Name of contractor:	Contract completion date:
Name of project authority/technical authority:	Branch:
Contract no.:	Project name:

*Supplier

Rating scale:	10 – 9: Excellent Unsatisfactory 8 – 7: Very Good	6 – 5: Satisfactory 4 – 3: Poor	2 – 1:	
1. Did the supplier provide consultants with the education, accreditation and experience indicated in the contract?	10 9 8 7 6 5 4 3 2 1	Comments:		
2. Please rate the overall quality of the services provided by this supplier.	10 9 8 7 6 5 4 3 2 1	Comments:		
3. Please rate the responsiveness of the supplier with regard to information requests or problems that may have arisen in the course of the contract, and the supplier's ability to meet deadlines.	10 9 8 7 6 5 4 3 2 1	Comments:		
4. Was the work performed in accordance with the requirements specified in the statement of work?	10 9 8 7 6 5 4 3 2 1	Comments:		
5. Please rate the quality of communication between the department and the supplier.	10 9 8 7 6 5 4 3 2 1	Comments:		
	10 9 8 7 6 5 4 3 2 1			



<p>6. Were all administrative documents received in accordance with the requirements of the contract?</p> <p>Administrative documents can include but are not limited to:</p> <ul style="list-style-type: none"> a. Invoices b. Progress reports c. Reports on use or business volume d. Meeting agendas and minutes e. Documentation and quality of work 	<p>Comments:</p>
<p>TOTAL</p>	<p>/60</p>

Overall Rating

Excellent: 54 and over

Very Good: 42 to 53

Satisfactory: 30 to 41

Poor: 18 to 29

Unsatisfactory: 18 or less



APPENDIX “G”

INTEGRITY FORM

**To be included with certifications
(Section III : Certifications):**



Dénomination complète de l'entreprise / Complete Legal Name of Company	
Adresse de l'entreprise / Company's address	
NEA de l'entreprise / Company's PBN number	
Numéro de l'appel d'offre / Request for proposal's number	
Membres du conseil d'administration (Utilisez le format – Prénom, Nom Board of Directors (Use format – First name, Last name	
1. Membre / Director	
2. Membre / Director	
3. Membre / Director	
4. Membre / Director	
5. Membre / Director	
6. Membre / Director	
7. Membre / Director	
8. Membre / Director	
9. Membre / Director	
10. Membre / Director	
Autres Membres / Other members:	
Commentaires / Comments	

APPENDIX “H”

EPOST Instructions

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

What is epost Connect?

[epost Connect](#) is a secure, online service that allows users to share large, confidential files. Some of the service features include:

- large file transfers, allowing users to attach multiple 1 gigabyte (GB) files (any file type) in a single message
- the ability to track your electronic activity history
- privacy and security features that allow the processing of Protected B documents (which meet Government of Canada requirements).

Participants in the pilot project **will not incur any costs** for the use of the epost Connect service.

Please note that a Canadian mailing address is required to use the epost Connect service. Should this be an issue for you, please contact us and we will be pleased to provide a work-around procedure to ensure you can still participate.

Benefits to businesses

Sending bid submission files via epost Connect means:

- a faster and more efficient bid submission process
- a green alternative to submitting paper files in-person, by mail or fax to a Bid Receiving Unit office
- a time and date stamp record for the upload of files in epost Connect

How to participate

Please confirm your participation to PSPC’s Bid Receiving Unit at:
TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca.

Once you have confirmed your participation, the Bid Receiving Unit will explain the next steps and invite you to create an epost Connect account.

IMPORTANT: If you decide not to participate using an epost Connect account, you are still invited to bid. The regular methods for bid submissions that are outlined in the solicitation document (courier, in person) are still available.