



REQUEST FOR PROPOSAL (RFP)

VENTILATION DUCT CLEANING SERVICE

**Bid Submission Deadline:
July 19, 2022 at 2:00 PM (EDT)**

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

OR

By FAX : 819-997-9776

Reference: CSA File No. 9F030-21-0453-B

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



June 29, 2022



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This bid solicitation cancels and supersedes previous bid solicitation number 9F030-21-0453 dated May 24, 2022 with a closing of June 17, 2022 at 10:00 EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

Introduction

The bid solicitation is divided into six (6) parts plus attachments and annexes, as follows:

- Part 1 General Information:** provides a general description of the requirement;
- Part 2 Bidder Instructions:** provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions:** provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection:** indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information:** includes the certifications and additional information to be provided; Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders;
- Part 6 Resulting Contract Clauses:** includes the clauses and conditions that will apply to any resulting contract.

List of Annexes:

- Annex "B" - Pricing
- Annex "C" - Statement of Work (SOW)
- Annex "D" - Performance Evaluation Form
- Annex "E" - Integrity Form
- Annex "F" – Canada Post Corporation's (CPC) Connect service instruction



PART 1 - GENERAL INFORMATION

1. Summary

The Canadian Space Agency requires the services of a contractor, qualified to practise and holding a Quebec permit, to provide the necessary services in order to inspect and clean Heating, Ventilation and Air Conditioning (HVAC) systems duct at the John H. Chapman Centre.

- **Period of the Contract**

From Contract award date to March 31, 2024.

- **Work location**

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

- **Travel**

No travel expenses will be reimbursed.

- **Official languages**

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

2. Security Requirement

There are no security requirements associated with this requirement.

3. Trade Agreements

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

4. Optional site visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at **the Canadian Space Agency (CSA) (6767 route de l'Aéroport, Saint-Hubert Québec J3Y 8Y9) on July 13, 2022 at 10:00 am.**

Bidders are requested to communicate with the Contracting Authority no later than July 8, 2022 at 2:00 PM (EDT) to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

5. The 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."



6. Maximum Funding

The total maximum funding available for the contract resulting from the bid solicitation is **\$500,000.00**, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate ; an amount of 300,000.00 \$ for the first year and 200,000.00 \$ for the second year. This disclosure does not commit Canada to pay the maximum funding available. Bids valued in excess of this amount will be considered non-responsive.

7. Debriefings

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

8. Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information is available on the Canadian Purchasing and Sales website at www.achatsetventes.gc.ca under the "Supplier Complaint Process" tab.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of this bid solicitation and accept the clauses and conditions of the resulting contract.

1.1. SACC Manual Clauses

The document 2003 (2022-03-29) - Standard Instructions - Request for Proposal - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation.

[Section 1.2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca](https://buyandsell.gc.ca/section-1.2003-standard-instructions-goods-or-services)

2. Submission of Bids

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

Bids must be submitted **ONLY TO**:

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

Canada Post Corporation's (CPC) Connect service: Section 08 (2022-03-29) - Transmission by CPV Connect service of **document 2003 (2022-03-29)** – Standard Instructions - Goods or Services - Competitive Requirements
[Section 1.2003 - Standard Instructions - Goods or Services - Buyandsell.gc.ca](https://buyandsell.gc.ca/section-1.2003-standard-instructions-goods-or-services)

Or

- ❖ By Fax **819-997-9776**

at the date, time and place indicated on the front page of this bid solicitation.

DO NOT COPY THE CONTRACTING AUTHORITY



3. Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority melanie.seguin@asc-csa.gc.ca **no later than three (3) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

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

4. Applicable Laws

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

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

5. Communications Notification

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



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Prices must appear in the financial offer only.
No prices must be indicated in any other section of the bid.

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

❖ **If Submitted by Canada Post Corporation's (CPC) Connect service:**

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

3 electronic separate documents

- a) use a numbering system that corresponds to that of the Request for proposal

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements.

Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit the sum of the applicable direct and indirect costs which are, or must be reasonably and properly incurred and/or allocated, in the performance of the Contract, less any applicable credits. These costs must be determined in accordance with the Contractor's cost accounting practices as accepted by Canada and applied consistently over time.

Bidders should review Contract Cost Principles 1031-2 - <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6> for a description of allowable costs.



Bidders must submit their financial bid in accordance with the Basis of Payment and the **Annex B** - Pricing. The total amount of Goods and Services Tax must be shown separately, if applicable.

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

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Evaluation Criteria

2.1 Mandatory Criteria (SEE TABLE #1)

At Bid closing time, the Bidder must comply with the following Mandatory Requirements and provide the necessary documentation to support compliance.
Any Bid which fails to meet all the following Mandatory Requirements will be declared non-responsive. Each requirement is requested to be addressed separately.

3. Financial Evaluation

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

The financial evaluation will be done on the total of the two years of Table 1, Table 2 and Table 3.

4. Basis of Selection

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

TABLE #1 – Mandatory technical criteria (MTC)	
Number	Critères
MTC1	<p>The Bidder MUST be a member of the National Air Duct Cleaners Association (NADCA).</p> <p>The Bidder MUST include proof of accreditation in his submission.</p>
MTC2	<p>The contractor MUST demonstrate that they have been registered with the Enterprise Registrar for at least five (5) years by providing their certificate/attestation.</p>
MTC3	<p>Resource for Heating, Ventilation and Air Conditioning (HVAC) duct cleaning</p> <p>The proposed resource(s) MUST have at least two (2) years of recent experience* in cleaning ventilation systems and performing the work described in Appendix C.</p> <p>Bidder MUST include the resume that describes the experience of each of the proposed resources.</p> <p><i>*Recent experience must be within the last five (5) years and it must be clearly indicated in the resume when/the period of time these years of experience were gained; the specific years of experience must be listed to demonstrate that they were gained within the last five (5) years.</i></p>



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 Certification – Contract

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

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

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 Annex E - Integrity Form).
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, **must provide the name of the owner(s)**. (See Annex E - Integrity Form).
- Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

1.5 Status and Availability of Resources

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

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

1.6 Education and Experience

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

1.7 Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information

<https://srisupplier.contractsCanada.gc.ca/>.

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

Procurement Business Number (PBN): _____



1.8 Certification – Bid

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

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive

CERTIFICATION SIGNATURE

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

- 1.1. Certification – Contract
- 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 - Bid

Signature

Date

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

Phone : _____

E-Mail : _____



PART 6 - RESULTING CONTRACT CLAUSES

1. Priority of Documents

The documents specified below will form part of and will be incorporated into the Contract. If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears shall prevail over the wording of any document which subsequently appears on the list.

- the Articles of Agreement;
- Annex A, Clauses and Conditions
Supplementary Conditions
 - **4013 (2021-11-29)** Compliance with on-site measures, standing orders, policies, and rules
 - **4014 (2021-11-29)** Suspension of the work
- General Conditions:
 - **2010C (2022-01-28)**, Services (medium complexity)
General conditions of Construction
- Annex B, Basis of payment
- Annex C, Statement of Work;
- Annex E, Performance Evaluation
- the Contractor's proposal dated _____

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "C" and the Contractor's technical bid entitled _____, dated _____.

3. Standard Clauses and Conditions

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

3.1 General conditions

2010C (2022-01-28) Services (medium complexity)

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010C/20>

3.2 General Construction conditions for the Work related to Supply and installation of access doors in a ventilation duct and gypsum ceiling to facilitate

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 (2021-12-02);
 - GC2 Administration of the Contract R2820D (2016-01-28);
 - GC3 Execution and Control of the Work R2830D (2019-11-28);
 - GC4 Protective Measures R2840D (2008-05-12);
 - GC6 Delays and Changes in the Work R2865D (2019-05-30);
 - GC7 Default, Suspension or Termination of Contract R2870D (2018-06-21);



GC8 Dispute resolution R2880D (2019-11-28);
GC9 Contract Security R2890D (2018-06-21)
GC10 Insurance R2900D (2008-05-12);

- (e) Allowable Costs for Contract Changes Under GC5 R2950D (2015-02-25);
- (f) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (g) Any amendment incorporated by mutual agreement between government of Canada and the Contractor before acceptance of the bid; and
- (h) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

3.3 Supplementary Conditions

4013 (2021-11-29) Compliance with on-site measures, standing orders, policies, and rules

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

4014 (2021-11-29) Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) *Default by the Contractor or Termination for convenience* of general conditions 2010C.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

4. Security Requirements

There is no security requirement applicable to the Contract.

5. Term of Contract

From Contract award date to March 31, 2024.



6. Basis of Payment – Firm Unit Price (Table 1 of Annex B)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7. Basis of Payment - Limitation of expenditure (Table 1, Table 2 and Table 3 of Annex B)

For the Work described the Statement of Work in Annex C, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B to a limitation of expenditure of \$XXXXXX. (*insert the amount at contract award*) Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

- (a) when it is 75 percent committed, or
- (b) four (4) months before the Contract expiry date, or
- (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

8. Methods of Payment

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

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

9. Invoicing Instructions

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

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



Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

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

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

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

10. 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>

11. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory.*)

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

12. Contracting Authority

The Contracting Authority for the Contract is:

Mélanie Séguin
Procurement and Contract Administration
Canadian Space Agency
6767 route de l'Aéroport
Saint-Hubert, QC
Canada J3Y 8Y9
Telephone: (438) 364-1399
E-Mail: melanie.seguin@asc-csa.gc.ca

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



13. Business owner

To be inserted at contract award.

Name: TBD
Title: Senior Engineer, Project Management
Space Utilization
Canadian Space Agency
Address: 6767, Route de l'Aéroport
St-Hubert, Québec, J3Y 8Y9
Telephone: (450) 926-
E-Mail: [@asc-csa.gc.ca](mailto:asc-csa.gc.ca)

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

14. Contractor's Representative

The Contractor's Representative for the Contract is:

Name:
Contractor:
Telephone:
E-Mail:

15. Performance Evaluation

Contractor shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the Government of Canada. Should the Contractor's performance be considered unsatisfactory more than once, the Contractor's bidding privileges on future work may be suspended for a period of 18 months or 36 months.

Contractor Performance Evaluation Report Form is used to record the performance. See ANNEX D.

16. 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.

17. 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.



18. Insurance Requirements - No Specific Requirement

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

19. Recourse for suppliers with respect to the Procurement Process

Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. There are several mechanisms available to suppliers to address concerns they may have related to federal government procurement, such as: the Office of the Procurement Ombudsman (OPO), the Canadian International Trade Tribunal (CITT), the Competition Bureau, and before the Federal Court of Canada and any of Canada's provincial superior courts. Regardless of the forum to which a supplier brings a complaint, there are strict timelines for filing complaints. Additional information can be found at Canada's Buy and Sell website at www.buyandsell.gc.ca under the heading "Supplier Dispute Management Process".

20. Contract Clauses

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.

21. Administration Contract clause

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

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



ANNEX B

Basis of Payment

Pricing



During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

The Bidder should complete this pricing schedule and include it in its financial bid.

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

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

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

TABLE 1 - Pre-cleaning inspection of all systems

For each system, the contractor must carry out an inspection before proceeding with the cleaning, as defined in the quote. Following this inspection, the business owner and the engineer will decide whether it is necessary to carry out a complete cleaning of the system.

Systems	Period From contract award date to March 31, 2024
	FIRM UNIT PRICE (\$ CAD)
1. System 01 – Double ducts	
2. System 02 – Double ducts	
3. System 03 – Double ducts	
4. System 04 – Double ducts	
5. System 05 – Double ducts	
6. System 06 – Single duct	
7. System 07 – Double ducts	



8. System 08 – Single duct	
9. System 09 – Single duct	
10. System 11 – Double ducts	
11. System 12 – Single duct	
12. System 13 – Single duct	
13. System 14 – Single duct	
14. System 15 – Double ducts	
15. System 16 – Double ducts	
16. System 17 – Single duct	
17. System 18 – Double ducts	
18. System 19 – Double ducts	
19. System 20 – Single duct	
20. System 21 – Single duct	
21. Evacuation system – 002-VE2	
22. Evacuation system – 002-VE3	
23. Evacuation system – 003-VE1	
24. Evacuation system – 004-VE1	
25. Evacuation system – 004-VE2	
26. Evacuation system – 004-VE3	
27. Evacuation system – 004-VE4	
28. Evacuation system – 004-VE5	



29. Evacuation system – 006-VE1	
30. Evacuation system – 006-VE2	
31. Evacuation system – 006-VE3	
32. Evacuation system – 006-VE4	
33. Evacuation system – 006-VE5	
34. Evacuation system – 008-VE1	
35. Evacuation system – 008-VE2	
36. Evacuation system – 013-VE2	
37. Evacuation system – 013-VE3	
38. Evacuation system – 014-VE1	
39. Evacuation system – 014-VE2	
40. Evacuation system – 014-VE3	
41. Evacuation system – 014-VE4	
42. Evacuation system – 014-VE5	
43. Evacuation system – 014-VE6	
44. Evacuation system – 014-VE8	
45. Evacuation system – 017-VE1	
46. Evacuation system – 018-VE1	
47. Evacuation system – 021-VE1	
Total evaluated price	

**TABLE 2 – Systems cleaning, if needed**

Following the inspection of the ventilation ducts, the business owner and the technical authority will decide if a complete cleaning of the system is necessary.

Systems	Year 1 From contract award date to March 31, 2023	Year 2 From April 1st, 2023 to March 31, 2024
	FIRM UNIT PRICE (\$ CAD)	FIRM UNIT PRICE (\$ CAD)
1. System 01 – Double ducts		
2. System 02 – Double ducts		
3. System 03 – Double ducts		
4. System 04 – Double ducts		
5. System 05 – Double ducts		
6. System 06 – Single duct		
7. System 07 – Double ducts		
8. System 08 – Single duct		
9. System 09 – Single duct		
10. System 11 – Double ducts		
11. System 12 – Single duct		
12. System 13 – Single duct		
13. System 14 – Single duct		
14. System 15 – Double ducts		
15. System 16 – Double ducts		
16. System 17 – Single duct		



17. System 18 – Double ducts		
18. System 19 – Double ducts		
19. System 20 – Single duct		
20. System 21 – Single duct		
21. Evacuation system – 002-VE2		
22. Evacuation system – 002-VE3		
23. Evacuation system – 003-VE1		
24. Evacuation system – 004-VE1		
25. Evacuation system – 004-VE2		
26. Evacuation system – 004-VE3		
27. Evacuation system – 004-VE4		
28. Evacuation system – 004-VE5		
29. Evacuation system – 006-VE1		
30. Evacuation system – 006-VE2		
31. Evacuation system – 006-VE3		
32. Evacuation system – 006-VE4		
33. Evacuation system – 006-VE5		
34. Evacuation system – 008-VE1		
35. Evacuation system – 008-VE2		
36. Evacuation system – 013-VE2		
37. Evacuation system – 013-VE3		



38. Evacuation system – 014-VE1		
39. Evacuation system – 014-VE2		
40. Evacuation system – 014-VE3		
41. Evacuation system – 014-VE4		
42. Evacuation system – 014-VE5		
43. Evacuation system – 014-VE6		
44. Evacuation system – 014-VE8		
45. Evacuation system – 017-VE1		
46. Evacuation system – 018-VE1		
47. Evacuation system – 021-VE1		
Total evaluated price		

TABLE 3 - Balancing of ventilation systems

If required after cleaning, for each system, the contractor shall balance the entire supply, return, exhaust and outside air distribution based on the flow rates available on the drawings to be provided by the customer.

Systems	Year 1 From contract award date to March 31, 2023	Year 2 From April 1st, 2023 to March 31, 2024
	FIRM UNIT PRICE (\$ CAD)	FIRM UNIT PRICE (\$ CAD)
1. System 01 – Double ducts		
2. System 02 – Double ducts		
3. System 03 – Double ducts		
4. System 04 – Double ducts		
5. System 05 – Double ducts		



6. System 06 – Single duct		
7. System 07 – Double ducts		
8. System 08 – Single duct		
9. System 09 – Single duct		
10. System 11 – Double ducts		
11. System 12 – Single duct		
12. System 13 – Single duct		
13. System 14 – Single duct		
14. System 15 – Double ducts		
15. System 16 – Double ducts		
16. System 17 – Single duct		
17. System 18 – Double ducts		
18. System 19 – Double ducts		
19. System 20 – Single duct		
20. System 21 – Single duct		
21. Evacuation system – 002-VE2		
22. Evacuation system – 002-VE3		
23. Evacuation system – 003-VE1		
24. Evacuation system – 004-VE1		
25. Evacuation system – 004-VE2		
26. Evacuation system – 004-VE3		



27. Evacuation system – 004-VE4		
28. Evacuation system – 004-VE5		
29. Evacuation system – 006-VE1		
30. Evacuation system – 006-VE2		
31. Evacuation system – 006-VE3		
32. Evacuation system – 006-VE4		
33. Evacuation system – 006-VE5		
34. Evacuation system – 008-VE1		
35. Evacuation system – 008-VE2		
36. Evacuation system – 013-VE2		
37. Evacuation system – 013-VE3		
38. Evacuation system – 014-VE1		
39. Evacuation system – 014-VE2		
40. Evacuation system – 014-VE3		
41. Evacuation system – 014-VE4		
42. Evacuation system – 014-VE5		
43. Evacuation system – 014-VE6		
44. Evacuation system – 014-VE8		
45. Evacuation system – 017-VE1		
46. Evacuation system – 018-VE1		
47. Evacuation system – 021-VE1		
Total evaluated price		



TABLE 4 - Supply and installation of access doors in a ventilation duct and gypsum ceiling to facilitate Cleaning, if needed

Description	Year 1 From contract award date to March 31, 2023	Year 2 From April 1st, 2023 to March 31, 2024
	FIRM UNIT PRICE (\$ CAD)	FIRM UNIT PRICE (\$ CAD)
1. Fixed price for the supply and installation of an access door for a 300 by 300 ventilation duct		
2. Fixed price for the supply and installation of an access door for a 400 by 400 ventilation duct		
3. Fixed price for the supply and installation of an access door for a 500 by 500 ventilation duct:		
4. Fixed price for the supply and installation of an access door in a 400 by 400 gypsum ceiling:		
5. Fixed price for the supply and installation of an access door in a 500 by 500 gypsum ceiling		

The financial evaluation will be done on the total of the two years of Table 1, Table 2 and Table 3.

Limitation of expenditure (<i>insert at the contract award</i>)	
Sub-total	
Taxes	
Total (\$ CAD)	



ANNEX C

STATEMENT OF WORK (SOW)



See the plans and specifications joint to this request for proposal

1. INVITATION

The Canadian Space Agency intends to retain the services of a contractor, qualified to practise and holding a Quebec permit, to provide the necessary services in order to inspect and clean hvac systems duct at the John H. Chapman Centre.

2. IMPLEMENTATION

2.1 Labour

Assign qualified labour to carry out work according to drawings and specifications.

Make sure that all assigned labour has the competency cards required by law.

2.2 Equipment and tools

Provide all equipment and tools necessary to perform the work.

2.3 Materials

Except as otherwise specified, supply, deliver and install all materials necessary for project performance.

The Contractor shall have its materials delivered to the Space Centre loading dock, then taken to the construction site without delay. No materials may be stored inside the building except in the areas reserved for the work.

In the case of materials provided by CSA, the Contractor shall transport the materials from the warehouse to the construction site.

2.4 Occupational safety and health

Ensure that all personnel assigned to the projects have received the health and safety training required by the legislation governing construction sites.

The selected contractor shall fill out the health and safety procedure document for repair and construction projects carried out at the John H. Chapman Space Centre.

The selected contractor shall provide his health and safety procedure document.

Ensure that personnel comply with the OSH action plan.

2.5 Corporate safety

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

2.6 Service availability

Establish the work schedule with the CSA manager once the contract has been awarded.

Work will take place inside 6pm to 6am.



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

Ensure that labour is able and available to carry out the work depending on the calendar, schedule and timetable agreed to by the Contractor and CSA.

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

2.7 Obligation of result

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



ANNEX D

Performance Evaluation Report



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



ANNEX E

INTEGRITY FORM

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



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





ANNEX F

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.