

**CRC-IP-11299**

**INVITATION TO TENDER (ITT)**

**FOR THE INSTALLATION AND REPLACEMENT OF:**

**STREET LIGHTING POLES AND LED FIXTURES**

**COMMUNICATIONS RESEARCH CENTRE  
(CRC Project #: IP-11299)**

**FOR THE**

**DEPARTMENT OF INDUSTRY CANADA**

## **PART 1: GENERAL INFORMATION / CONDITIONS**

### **1. Instructions for Submitting a Tender**

Bidders must prepare and submit their formal Tenders as follows:

#### **SECTION 1 – TECHNICAL SUBMISSION (1 copy)** (with no reference to price)

This section must include your response to the Mandatory Criteria as stated in Part II, section 12.0. This section should also include a signed copy of the Certifications included in Part III.

#### **SECTION 2 – FINANCIAL SUBMISSION (1 copy)**

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

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

Your tender may be submitted by the following delivery methods:

1. By e-mail: [CRC-Procurement@ic.gc.ca](mailto:CRC-Procurement@ic.gc.ca)

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

- i) Technical Bid
- ii) Financial Bid

All attachments must contain ITT number (IC-IP-11299).

**OR**

2. Hard Copy to:

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

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

1. Technical Bid
2. Financial Bid

Bidders must ensure that the ITT number (IC-IP-11299) is clearly marked on all envelopes/parcels when tenders are delivered to the above mentioned address.

## **IMPORTANT NOTICE TO BIDDERS**

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

**Tenders must be submitted and received by June 25, 2013, on or before 2:00 p.m. Eastern Standard Time.**

## **2. General Conditions and Clauses**

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

GC1 General Provisions	R2810D (2013-04-25)
GC2 Administration of the Contract	R2820D (2012-07-16)
GC3 Execution and Control of the Work	R2830D (2010-01-11)
GC4 Protective Measures	R2840D (2008-05-12)
GC5 Terms of Payment	R2850D (2010-01-11)
GC6 Delays and Changes in the Work	R2860D (2013-04-25)
GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12)
GC8 Dispute Resolution	R2880D (2012-07-16)
GC9 Contract Security	R2890D (2012-07-16)
GC10 Insurance	R2900D (2008-05-12)

### Supplementary Conditions

Insurance terms	R2910D (2008-12-12)
Fair Wages and Hours of Labour - Labour Conditions	R2940D (2012-07-16)
Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2007-05-25)
Schedules of Wage Rates for Federal Construction Contracts	

b) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsqc-pwgsc.gc.ca/pub/acho-eng.jsp>

c) Schedules of Wage Rates for Federal Construction Contracts are included by reference and may be accessed from the Web site:  
[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

### **3. Enquiries - Solicitation Stage**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the ITT, from the issue date of the solicitation up to the closing date, are to be directed **ONLY** to the Contracting Authority named below. Enquiries and other communications are **NOT** to be directed to any other government official(s). Failure to comply with this paragraph may (for that reason alone) result in the disqualification of the tender. Enquiries must be **IN WRITING**. Enquiries must be received no less than five (5) working days prior to the ITT closing date to allow sufficient time to provide a response. Enquiries received after that time might not be answered prior to the ITT closing date.

### **4. Mandatory Site Visit**

The Bidder must attend a mandatory site visit at the CRC Campus located at 3701 Carling Avenue, Ottawa, ON, on **June 11, 2013 at 10:00 a.m.**, (Eastern Daylight Saving Time) in order to submit a tender. Photo ID required for access onto Campus Grounds.

Bidders who do not attend the site visit cannot submit a tender.

Bidders that are planning to participate in this Site Visit are asked to inform preferably via e-mail the Contracting Authority mentioned at Section 5 of the ITT to confirm their attendance; no later than one (1) working day prior to the Site Visit. Photo identification is required for access onto campus grounds.

Contact: Alex Rebec via Guardhouse Reception (613-949-5976) upon arrival.

### **5. Management of the Resulting Contract**

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

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

## **6. Bid Security**

It is a mandatory requirement that Bidders submit a bid security with the tender in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. For more information, refer to SACC R2710T, General Instructions to Bidders, Section GI09 Bid Security Requirements.

## **7. Contract Security Confirmation Letter OR Agreement to Bond**

It is a mandatory requirement that bidders submit with their tender a letter from a Treasury Board approved acceptable bondable company (as referenced in the list of acceptable bonding companies provided under Treasury Board's Contracting Policy, Appendix L (can be viewed from Web site: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl> for proof of being bondable.

Failure to submit such a letter will result in the Bidder being declared non-compliant and no further consideration shall be given to their tender.

## **8. Conditions Precedent to Contract Award**

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

If a tender is recommended for award of a contract, Industry Canada (IC) reserves the right to request the Bidder to provide to the Contracting Authority, prior to contract award, the documents enumerated hereunder or any other information that may apply and be used in the performance of the work under any resulting contract. At contract award, the Contracting Authority may include the information/documents into the resulting contract.

1. A proposed payment schedule
2. A detailed cost breakdown of the labour and materials
3. A detailed project schedule identifying the timeline for the execution and completion of the work
4. Proof of license to practice in the province of Ontario
5. Workers Compensation Certificate
6. Certificate of Insurance
7. Provide one (1) copy of company Site Specific Safety Manual.
8. Provide one (1) copy of current (valid) Fall Arrest Training certificates for all workers proposed for this quotation (Training will be verified by CRC Health and Safety Office)
9. Certifications and information or documentation Precedent to Contract Award, should be completed and submitted with the bid, but may be submitted afterwards.

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

Industry Canada reserves the right at its sole discretion to assess the adequacy and validity of the above specified documents prior to acceptance. Should any of these documents be found unacceptable, no further consideration shall be given and no contract shall be awarded to this Bidder. IC further reserves the right to proceed with the same process as above for the second-ranked lowest Bidder, and so on until a Bidder is found to have all of the requested documents acceptable to IC.

## **Part II: Terms of Reference**

### **1.0 PURPOSE**

The department of Industry Canada is seeking offers from Contractors interested in providing all labour, materials, and equipment to perform the installation of street lighting poles, bases, fixtures and electrical infrastructure as per drawings # IP-11299-site-E1/E2 and specification. The area of work shall be within the National Capital Region, specifically the complex of the Communications Research Centre (CRC) located at 3701 Carling Avenue, Ottawa, ON. The services will be required for a period commencing from contract award to November 30, 2013.

### **2.0 TITLE OF PROJECT**

Campus LED Street Light Project. As per the provided specifications and drawings.

### **3.0 BACKGROUND**

Communications Research Centre Canada (CRC) is an Agency of Industry Canada, and custodian and largest resident of the Shirley's Bay Campus. CRC is the Canadian Government's primary laboratory for research and development (R&D) in advanced telecommunications systems in radio, satellite, broadcasting and fiber optics. There are approximately 62 permanent buildings and 60 temporary buildings onsite with the earliest construction dates going back to 1950.

### **4.0 PROJECT REQUIREMENTS / OBJECTIVES**

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

It is a requirement of this project that the selected Contractor coordinate all required disciplines with other Contractors.

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

The Contractor is to maintain project grounds and public properties free from accumulations of waste materials and rubbish on a daily basis.

The Contractor is to provide garbage bin(s) for waste and must coordinate location of bin(s) with CRC Project Manager prior to delivery. The Contractor is responsible to dispose of waste and debris off CRC property.

Upon completion of the work, the site shall be left clean with all waste materials and equipment removed.

The project objective is to upgrade the building envelope and roofing system for building 2F.

### **5.0 SCOPE OF WORK**

Remove and replace existing street light poles with new pole, base and LED fixture as indicated on the drawings and specifications. Install new underground electrical infrastructure as per the drawings and specifications. Currently the Campus has 42 existing street light poles, fixtures and bases for removal and disposal. The New Campus Street Light Design has a total of 47 4" straight square steel poles. 45 poles are 24' in height and 2 are 12'. All project tasks, details and specification are indicated on the Drawings.

## **6.0 PROJECT CONSTRAINTS**

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

The project is to fully comply with all applicable codes, regulations and acts. The Contractor must be licensed to practice in the Province of Ontario.

The Contractor is expected to adhere to acceptable quality assurance and quality control (QA/QC) procedures throughout the project as per building codes and standards.

Building materials containing designated substances as identified by the Ministry of Labour and the Ontario Occupational Health & Safety Act shall not be used unless approval from CRC's Environmental Officer is provided in writing. The use of concrete containing silica is an exception and will not require prior approval for use.

Visit the site to perform surveys and obtain local information applicable to the project.

Subject to applicable security restrictions, the Contractor will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned to the Project Manager/Departmental Representative on termination of the contract.

The Contractor is responsible for providing CRC Project Manager with all shop drawings for approval acceptance before any material is procured.

## **7.0 ASSOCIATED DOCUMENTS**

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

Drawings and Specifications:  
IP-11299-site-E1/E2

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

## **8.0 PROJECT DETAILS**

- The contractor is responsible to supply and install all New LED fixtures, poles and required hardware as per the drawings and specifications.



- The contractor is responsible to supply all concrete pole bases as indicated on the drawings and specification.
- The contractor is responsible for all the required trenching between poles as indicated on the drawings and specification.
- The contractor is required to maintain access for service, emergency vehicles when excavating across roadways.
- The contractor is responsible to reinstate asphalt roadway with 2 layers 38mm asphalt.
- The contractor is responsible to reinstate all excavated area with new top soil and seed.
- All underground duct and wiring to be supplied by Industry Canada.
- All underground site service drawings and utility locates will be provide by Industry Canada.
- All New LED fixtures to be 347 Volt as indicated on the drawing and specification.
- The contractor is responsible for submitting a work schedule to the project manager before any work commences.
- The contractor is responsible to provide a detail list of names of all the employees and sub-contractors before any work commences.
- The contractor is responsible to complete the entire project before November 30, 2013.
- The contractor is responsible for the removal, disposal of all existing poles, fixtures and bases in an environmental friendly manner.
- The contractor must maintain a clean and safe working environment.
- The contractor must follow all campus security and safety policy.

The services rendered by the selected company will be in support of the Real Estate and Property directorate of Industry Canada. The successful company will provide support to a Real Estate and Property Project Manager and may include one or more services listed in the Project Details.

### **8.1 Schedule/Timeline**

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

The Contractor is to provide an estimated project schedule upon award of contract. The schedule must allow for any foreseen and unforeseen delays.

### **8.2 Suspension of Work**

Notwithstanding any wording specified in clause GC7.2 (2008-05-12) Suspension of Work under SACC R2870D, in the event of a work suspension, the Contractor shall update the work schedule with the assistance and approval of the Project Authority.

### **8.3 Project Implementation**

During the Construction of the project the building will be occupied. Since the building must remain occupied during construction, the development of the construction strategy, which optimizes the needs of the Client/Owner with the requirements of the design and construction, will be an important part of the project. Generally, the following implementation requirements have been identified. The Contractor shall execute the work with least possible interference or disturbance to the normal use of the premises and the existing building systems. Equipment producing excessive noise such as electrical generators will be permitted to operate between the hours of 08:00 to 16:00, and construction work will not be permitted during silent hours (18:00 to 06:00) without prior approval from the Project Authority.

### **8.4 Use of Site and Facilities**

The Contractor is to maintain existing services to building and provide for personnel and vehicle access.

Where security is reduced by work, the Contractor is to provide temporary means to maintain security.

Where elevators, dumbwaiters, conveyors or escalators exist, the Contractor may use these at the Project Authority's discretion. The Contractor is to protect existing equipment from damage, safety hazards and overloading.

The Contractor is to provide a construction trailer of sufficient size and fitted-up to accommodate construction meetings and drawing reviews. The Contractor is to arrange and pay all cost for land line or cellular telephone and internet service for duration of the contract. The Contractor must coordinate the location of the trailer with the Project Authority prior to delivery.

Sanitary facilities are to be provided by the Contractor for the entire construction period. The sanitary facilities are to adhere to Ontario "Occupational Health and Safety Act and Regulations for Construction Projects". The Contractor must keep the facilities clean and coordinate the location of sanitary facilities with the Project Authority prior to delivery.

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

No cameras are permitted on site and no photographs shall be taken unless authorized by the Project Manager.

Parking arrangements must be made with the Project Manager.

The Contractor is to keep the facilities clean and return the facilities back to its original condition once the work is completed.

## **8.5 Protection Of Public Traffic**

The Contractor must:

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

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

Provide and maintain competent signal flag operators, traffic signals, barricades and flares or lanterns as required to perform work and protect public.

Place equipment in position to present minimum of interference and hazard to travelling public.

Keep equipment units as close together as working conditions permit and preferably on same side of travelled way.

Not leave equipment on travelled way overnight.

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

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

## **8.6 Site Storage**

The Project Authority will assign storage space adjacent to the building site. The Contractor shall obtain and pay for lockable weatherproof sheds for storage of tools, equipment and materials which shall be equipped and maintained by the Contractor. The Contractor must coordinate location of storage space/sheds with the Project Authority prior to delivery.

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

The Contractor must move stored products or equipment, which interferes with operations of Project Authority's other contractors.

The Contractor must obtain and pay for use of additional storage or work areas needed for operations.

## **8.7 Liabilities**

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

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

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

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

### **8.8 Unplanned Shut-Down**

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

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

### **8.9 Temporary Utilities**

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

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

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

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

### **8.10 Health and Safety Program**

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

CRC emergency procedures and fire, health and safety requirements applicable to work taking place on CRC property will be provided by the Project Authority to the successful Contractor. Adherence to the health and safety measures specified in that plan shall be mandatory for all on-site personnel and all site visitors.

All Contractor employees and all site visitors shall have the appropriate safety equipment and training.

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

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

### **8.11 Working Hours**

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

### **8.12 Contract and Schedule Changes**

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

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

Change Order will be provided to the Contractor and to the Project Authority by the Contracting Authority.

## **9.0 MANAGEMENT OF THE PROJECT – ROLES AND RESPONSIBILITIES**

### **9.1 Project Authority:**

The Project Authority for the Contract is:

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

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

### **9.2 Contractor:**

1. The Contractor shall establish and maintain, throughout the duration of the project, a team capable of effectively delivering the services described in this document.
2. The Contractor shall deliver the project within the time frame and assigned budget in accordance with the approved plan agreed to by the Project Authority.
3. Upon execution of the contract, the Contractor shall be responsible for producing all work in a conscientious and professional manner.

4. The Contractor shall coordinate project requirements with any base building renovation work that may be underway.

### **9.3 Coordination with CRC**

Upon contract award, the Contractor shall:

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

### **9.4 Project Response Time Requirements**

1. It is a requirement of all projects covered under this ITT that the prime Contractor and their proposed sub-contractors should be personally available to attend meetings within 48 hours' notice to the Project Authority's request (and respond to inquiries by email/phone within 24 hours), in the locality of the place of the work, and respond to inquiries from the date of the award of the Contract until final inspection and turnover.
2. The Contractor must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this ITT in a timely fashion.

### **9.5 Client Support**

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

## **10 SECURITY**

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

The Contractor will supply the Project Authority with a list of names of employees and sub-contractors who will be accessing the site prior to starting work, once the contract is awarded.

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

### **10.1 Site Access**

Any of the Contractor's personnel on the Campus must be approved by CRC. Unauthorized personnel are not allowed on the Campus for any reason.

### **10.2 Security Escort**

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

The Contractor must submit an escort request to the Project Authority at least three (3) days before the service is needed. Any escort request may be cancelled if notification of cancellation is given at least 24 hours before the scheduled time of the escort.

Industry Canada, CRC site is a secure site. All contractors are restricted to the construction area. Contractors are not permitted access to occupied areas of the site and facilities outside of the construction zone.

## **11.0 EVALUATION PROCEDURES**

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

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

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

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

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

## **12.0 EVALUATION REQUIREMENTS**

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

To be considered responsive, a tender must meet all of the mandatory requirements of this solicitation. Tenders not meeting all of the mandatory requirements will be given no further

consideration. Industry Canada may decide to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

ITT Reference	Mandatory Requirement
12.1.1	The Bidder must attend a mandatory site visit at the CRC Campus located at 3701 Carling Avenue, Ottawa, ON, on June 11, 2013 at 10:00 am, Eastern Daylight Saving Time in order to submit a bid. Contact: Alex Rebec via Guardhouse Reception upon arrival at (613 978-2947). Photo ID required for access onto Campus Grounds.
12.1.2	It is a mandatory requirement that Bidders submit a bid security with the tender in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. For more information, refer to SACC R2710T, General Instructions to Bidders, Section G109 Bid Security Requirements.
12.1.3	It is a mandatory requirement that bidders submit with their tender a letter from a Treasury Board approved acceptable bondable company (as referenced in the list of acceptable bonding companies provided under Treasury Board's Contracting Policy, Appendix L (can be viewed from Web site: <a href="http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&amp;section=text#appl">http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&amp;section=text#appl</a> for proof of being bondable.  Failure to submit such a letter will result in the Bidder being declared non-compliant and no further consideration shall be given to their tender.
12.1.4	The Bidder must complete, sign and submit the Bid and Acceptance Form (Appendix A in this ITT) and include it in Section 2 of their tender.

## 12.2 Essential Requirements

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

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



### **13.0 CONTRACTOR SELECTION METHOD**

The tender that will be selected will have met all the mandatory and essential requirements as laid out in Part II, Section 12.0 of the ITT, and will have the lowest overall lump sum cost as quoted in Appendix A Bid and Acceptance Form of the ITT.

### **14.0 AWARDING OF CONTRACT**

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

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

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

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

### **15.0 BASIS FOR OWNERSHIP OF INTELLECTUAL PROPERTY**

No intellectual property applies to this ITT.

## PART III: CERTIFICATIONS

### 1.0 Certification Requirements of this ITT:

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

**Failure to do so will result in rejection of the tender**

**COMPANY NAME:** \_\_\_\_\_  
(Print)

### 1.1 ACCEPTANCE OF CONDITIONS

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

**Signature:** \_\_\_\_\_

### 1.2 VERIFICATION OF INSURANCE

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

**Signature:** \_\_\_\_\_

### 1.3 VERIFICATION OF LICENSE

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

**Signature:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_  
(Print)

#### 1.4 VERIFICATION OF EXPERIENCE

"We hereby certify that we have at least five (5) years of related experience in providing the services similar in scope to the project described in this ITT."

**Signature:** \_\_\_\_\_

#### 1.6 FORMER PUBLIC SERVANTS (FPS):

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

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

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

Please check in the appropriate box:

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

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

Date of termination of employment as a Public Servant: \_\_\_\_\_

( ) Former public servant in receipt of a pension

Date of termination of employment as a Public Servant: \_\_\_\_\_

**Signature:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_  
(Print)

### 1.7 JOINT VENTURE CERTIFICATION

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

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

YES the tender is submitted as a joint venture

NO the tender is not submitted as a joint venture

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

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

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

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

\_\_\_\_\_  
(Print Name)

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

\_\_\_\_\_  
(Print Name)

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

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

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

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

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

Company Name	Print Name	Signature	Date

**APPENDIX A  
BID AND ACCEPTANCE FORM**

**PROJECT TITLE: CAMPUS LED STREET LIGHT PROJECT**

**1.0 NAME AND ADDRESS OF THE BIDDER**

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

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

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

**3.0 OFFER**

The Bidder's all-inclusive lump sum cost must not exceed \$400,000.00 (including HST and other applicable taxes).

**3.1 Basis of Payment:**

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Invitation to Tender (ITT) for the Total Lump Sum Cost quoted hereunder.

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

All-inclusive Lump Sum Cost: \$ \_\_\_\_\_

Applicable GST/HST Amount: \$ \_\_\_\_\_

**TOTAL LUMP SUM COST:** \$ \_\_\_\_\_

For greater certainty, the Bidder agrees that the **Total Lump Sum Cost** quoted above is inclusive of all costs (e.g. labour, materials, printing, photocopying, regular equipment, local travel, travel time, photographs, profit and overhead costs and any other expenses related to the performance of the work under any resulting contract).

#### **4.0 METHOD OF PAYMENT - RESULTING CONTRACT**

The Contractor shall submit monthly progress claims upon completion of the work in part or in whole to the satisfaction and acceptance of the project authority.

The Bidder may propose an alternate method of payment (e.g., milestone/percentage of work complete, etc.). However, the CRC reserves the right to accept the proposed payment schedule or to negotiate its terms before awarding the contract.

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

#### **5.0 INSUFFICIENT FUNDING**

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

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

#### **6.0 BID VALIDITY PERIOD**

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

#### **7.0 RESULTING CONTRACT**

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

#### **8.0 PERIOD OF THE RESULTING CONTRACT**

The Work shall be performed in accordance with the Work schedules applicable under any resulting Contract. The estimated schedule for completion of this project is 8 weeks from the signing of the awarded contract. All work to be completed on or before November 30, 2013.

## 9.0 ACKNOWLEDGEMENT AND CERTIFICATIONS OF THE BIDDER

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

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

## 10.0 SIGNATURE(S)

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

---

(Signature of the authorized representative)

---

(Print name and title)

---

(Print company name)

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(Date)



**APPENDIX B  
SUBCONTRACTORS FORM**

**NAME OF BIDDER:** \_\_\_\_\_

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

No     /      Yes

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

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

A project will be considered by CRC Technical Project Leader/Authority, at its sole discretion, as being “similar” to the work described under this ITT, and especially if the project was similar in scope and complexity.

Signature: \_\_\_\_\_

**APPENDIX C  
PROJECT REFERENCE FORM**

**Name of Bidder:** \_\_\_\_\_  
*(Print)*

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

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

**Signature:** \_\_\_\_\_