

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St./11 rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5

INVITATION TO TENDER

APPEL D'OFFRES

**Tender To: Public Works and Government Services
Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Construction Services Division/Division des services
de construction
11 Laurier St./11 Rue Laurier
3C2, Place du Portage
Phase III
Gatineau, Québec K1A 0S5

Title - Sujet Sir Frederick Banting Fit-up	
Solicitation No. - N° de l'invitation EP076-141420/A	Date 2013-12-05
Client Reference No. - N° de référence du client 20141420	GETS Ref. No. - N° de réf. de SEAG PW-\$FG-356-64066
File No. - N° de dossier fg356.EP076-141420	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-22	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lagacé, Hélène	Buyer Id - Id de l'acheteur fg356
Telephone No. - N° de téléphone (819) 956-0060 ()	FAX No. - N° de FAX (819) 956-8335
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Sir Frederick Banting Research Centre 251 Sir Frederick Banting Way Ottawa, Ontario	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

LIMITATION OF LIABILITY

PWGSC is limiting the Contractor's first party liability for work in Low Rise, High Rise and Heritage Buildings. See changes to GC1.6 "Indemnification by the Contractor" of R2810D in the Supplementary Conditions.

INSURANCE TERMS

The Insurance Terms have been amended. Refer to the Supplementary Conditions.

TABLE OF CONTENTS**SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

SI01	Code of Conduct and certifications, related documentations
SI02	Bid Documents
SI03	Enquiries during the Solicitation Period
SI04	Optional Site Visit
SI05	Revision of Bid
SI06	Bid Results
SI07	Bid Validity Period
SI08	Web Sites

R2710T GENERAL INSTRUCTIONS TO BIDDERS (GI) (2013-06-27)

The following GI's are included by reference and are available at the following Web Site

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

GI01	Code of Conduct and Certification - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance With Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage

SUPPLEMENTARY CONDITIONS (SC)

SC01	Security related requirements
SC02	Limitation of Liability
SC03	Insurance Terms

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CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

BA01 Identification
BA02 Business Name and Address of Bidder
BA03 The Offer
BA04 Bid Validity Period
BA05 Acceptance and Contract
BA06 Construction Time
BA07 Bid Security
BA08 Signature

APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

ANNEX A - CERTIFICATE OF INSURANCE FORM

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions to Bidders R2710T (2013-06-27). The related documentation therein required will assist Canada in confirming that the certifications are true.

SI02 BID DOCUMENTS

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions to Bidders, R2710T (2013-06-27)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions to Bidders is incorporated by reference and is 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://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI04 OPTIONAL SITE VISIT

There will be a site visit on **December 17, 2013 at 10:00 a.m.** Interested bidders are to meet at the main entrance at **251 Sir Frederick Banting Drive, Ottawa, Ontario.**

Attire - It is mandatory that all persons attending the site visit have the proper safety footwear (CSA approved green patch) . Hard hats and photo ID are also required. Contractor personnel/individuals who do not have the proper safety attire will be denied access to the site.

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SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is 819-956-1459.

SI06 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by faxing at No. 819-956-1459.

SI07 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI08 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI08 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#apL>

Buy and Sell <http://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

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Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

Schedules of Wage Rates for Federal Construction Contracts

http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml

PWGSC, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

SUPPLEMENTARY CONDITIONS (SC)**SC01 SECURITY REQUIREMENTS**

There is no security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 INSURANCE TERMS

- 1) Insurance Contracts

-
- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
 - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses

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	R2882D	(2008-12-12);
GC9	Contract Security	R2890D	(2012-07-16);
GC10	Insurance	R2900D	(2008-05-12);
Supplementary Conditions			
	Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;			
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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

3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: http://www.labour.gc.ca/eng/standards_equity/contracts/schedules/index.shtml

4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Animal to Wet Lab Conversion, Sir Frederick Banting Research Centre, 251 Sir Frederick Banting Drive, Ottawa, Ontario

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ _____ excluding applicable tax(es).
(amount in numbers)

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within sixty (60) weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions to Bidders.

BA08 SIGNATURE

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Date

Signature

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APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

NOTE TO BIDDERS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES

[illegible]

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ANNEX A

INSURANCE TERMS



CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work Sir Frederick Banting Building Fit-up, 251 Sir Frederick Banting Drive, Ottawa, Ontario.		Contract No. EP076-141420	
		Project No. R.044033.002	

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code

Additional Insured : Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services				
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Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<input checked="" type="checkbox"/> Commercial General Liability				Per Occurrence \$	Annual General Aggregate \$	Completed Operations Aggregate \$
<input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
<input type="checkbox"/> Builder's Risk / Installation Floater				\$		
<input type="checkbox"/> Pollution Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> Marine Liability				\$		
<input type="checkbox"/> Aviation Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/>				\$		

I certify that the above policies were issued by insurers in the course of their insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone Number
Signature	Date D / M / Y

<p>General</p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p>Commercial General Liability</p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>Builder's Risk / Installation Floater</p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is not less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
<p>Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>	<p>Marine Liability</p> <p>The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p>Aviation Liability</p> <p>The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.</p>