

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Travaux publics et Services gouvernementaux
Canada**
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7 ième étage
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

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
Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Est
800, rue de La Gauchetière Ouest
7 ième étage
Montréal
Québec
H5A 1L6

| | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------|
| Title - Sujet Sept-Îles - Mise aux normes | |
| Solicitation No. - N° de l'invitation EF997-150140/A | Date 2014-05-27 |
| Client Reference No. - N° de référence du client R.055092.001 | GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-025-12760 |
| File No. - N° de dossier MTC-4-37039 (025) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-11 | |
| Time Zone Fuseau horaire Heure Avancée de l'Est HAE | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Couture, Danielle | Buyer Id - Id de l'acheteur mtc025 |
| Telephone No. - N° de téléphone (514) 496-3863 () | FAX No. - N° de FAX (514) 496-3822 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA 800 rue de la Gauchetière Ouest, 7300 Montréal Québec H5A 1L6 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Delivery Required - Livraison exigée . | 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 |

Solicitation No. - N° de l'invitation

EF997-150140/A

Client Ref. No. - N° de réf. du client

R.055092.001

Amd. No. - N° de la modif.

File No. - N° du dossier

MTC-4-37039

Buyer ID - Id de l'acheteur

mtc025

CCC No./N° CCC - FMS No/ N° VME

See the following document:

Solicitation No. - N° de l'invitation

EF997-150140/A

Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.

File No. - N° du dossier

R.055092.001

Buyer ID - Id de l'acheteur

mtc025

CCC No./N° CCC - FMS No./N° VME

MTC-4-37039

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 Certificate of Insurance and its instructions has been replaced see Annex A. (Completed certificate is NOT required at bid closing).

R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED

Following the repeal of the *Fair Wages and Hours of Labour Act*, R2940D clause is canceled for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable.

The "Code of Conduct" is replaced with "Integrity Provision" and some modifications to the clause were done. See GI01 of R2710T.

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2014-03-01)

The following GI's are included by reference and are available at the following Web Site <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
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- GI04 Applicable Taxes
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ANNEX A - CERTIFICATE OF INSURANCE

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T (2014-03-01). The associated information required within the Integrity Provisions 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 - Construction Services - Bid Security Requirements R2710T (2014-03-01)
- 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 - Construction Services - Bid Security Requirements R2710T 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:

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

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 GI15 of R2710T, enquiries should be received no later than seven (7) 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 NO SITE VISIT

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 (514) 496-3822.

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 **calling at No. (514) 496-3388**

SI07 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, 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 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI08 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

SI09 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum five (5), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI10 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#appL>

Buy and Sell <https://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>

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

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 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.

SC02 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 – Construction Services | R2810D | (2014-03-01); |
| GC2 Administration of the Contract | R2820D | (2012-07-16); |
| GC3 Execution and Control of the Work | R2830D | (2014-03-01); |
| 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); |
 - Allowable Costs for Contract Changes Under GC6.4.1

| | | |
|--------------------------|--------|---------------|
| Supplementary Conditions | R2950D | (2007-05-25); |
|--------------------------|--------|---------------|
 - 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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Work under this Contract comprises general construction of a ventilation unit for the East (Room 150) and West (Room 122) of baggage drop-off points as described in the Specifications and drawings. The work will take place at Sept-Îles Airport, located in Sept-Iles, Quebec.

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 sixty [60] 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 one hundred and twenty (120) days 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 - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

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

Signature

Date

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EF997-150140/A

mtc025

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

R.055092.001

MTC-4-37039

ANNEX A - CERTIFICATE OF INSURANCE

| | |
|---------------------------------------------------------------------------------|------------------------------|
| Description and Location of Work Upgrading to standards of Sept-Iles Airport | Contract No. EF997-150140 |
| | Project No. R.055092.001 |

| | | | | |
|------------------------------------------------------------------------------------------------------------------------|-----------------------|------|----------|-------------|
| 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 | | | | |
| <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i> | | | | |

| Type of Insurance | Insurer Name and Policy Number | Inception Date D / M / Y | Expiry Date D / M / Y | Limits of Liability | | |
|----------------------------------------------|-----------------------------------|--------------------------------|--------------------------|---------------------|--------------------------------|--------------------------------------|
| | | | | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate |
| Commercial General Liability | | | | \$ | \$ | \$ |
| Umbrella/Excess Liability | | | | \$ | \$ | \$ |
| Builder's Risk / Installation Floater | | | | \$ | | |

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 coverage's 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 coverages 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> |
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