

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
1550 Avenue d'Estimauville  
1550 D'Estimauville Avenue  
Québec  
Québec  
G1J 0C7

**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**  
TPSGC - PWGSC  
601 - 1550 Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> Relocalisation services souterrains	
<b>Solicitation No. - N° de l'invitation</b> EE520-150907/A	<b>Date</b> 2014-09-15
<b>Client Reference No. - N° de référence du client</b> EE520-15-0907	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCW-024-16096
<b>File No. - N° de dossier</b> QCW-4-37167 (024)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-10-01</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jean, Serge	<b>Buyer Id - Id de l'acheteur</b> qcw024
<b>Telephone No. - N° de téléphone</b> (418) 649-2882 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Manège militaire Grande-Allée Québec	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

EE520-150907/A

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

EE520-15-0907

Amd. No. - N° de la modif.

File No. - N° du dossier

QCW-4-37167

Buyer ID - Id de l'acheteur

qcw024

CCC No./N° CCC - FMS No/ N° VME

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Contract No – N° du contrat  
EE520-150907/001/QCW  
Client Ref No. – N° de réf. du client  
EE520-15-0907

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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### **SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to S111.

#### **MANDATORY REQUIREMENTS**

Make sure to comply with mandatory requirements of paragraph S114

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- SI12 Web Sites
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### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2014-06-26)

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
- 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
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Contract No – N° du contrat  
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**APPENDIX 1 - COMBINED PRICE FORM**

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**APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

**ANNEX A - CERTIFICATE OF INSURANCE**

**ANNEX B - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

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## **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 GI01 Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T. 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 (2014-06-26)
  - 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 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 MANDATORY/OPTIONAL SITE VISIT**

There will be no site visit.

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## **SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is (418) 648-2209.

## **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. (418) 649-2888.

## **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 G111 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 of 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 SECURITY RELATED REQUIREMENTS**

1. There is no security requirement applicable to this Contract.

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**SI11 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND DEFENCE CONSTRUCTION CANADA  
APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 4) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios<sup>1</sup> and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 4.

If you accept fill out and sign Appendix 4

<sup>1</sup> *The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

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## SI12 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&section=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 PWGWSC-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>

## SI13 FINANCIAL BID

The total amount of the bid excludes taxes

**IP14 EXIGENCES OBLIGATOIRES DE LA SOUMISSION**

Bids must comply with all of the mandatory requirements in the invitation to tender documents in order to be declared responsive, including the mandatory requirements set out in other sections of these invitation to tender documents, including the instructions, conditions and clauses incorporated by reference into the invitation to tender documents.

If Canada asks the Bidder to provide information or documents within a time period specified in this section or in a written request made to the Bidder, failure to provide such documents or information within the specified time period will render the bid non-responsive.

<b>Mandatory Requirements at Solicitation Closing</b>		
<b>Mandatory documents that must accompany the bid: Any documents that is listed below in relation to criteria 1.1 to 1.3 and missing at bid closing time will result in the bid being declared non-responsive.</b>		
<b>Number</b>	<b>Description</b>	<b>Reference</b>
1.1	The bidder must complete the Combined Price Form.	Appendix 1 of this tendering document
1.2	Provide bid security in accordance with GI08 BID SECURITY REQUIREMENTS of clause R2710T "General Instruction – Construction Services – Bid Security Requirements."	<ul style="list-style-type: none"> <li>• Paragraph GI08 of clause R2710T</li> <li>• See paragraphs BA04 and BA07 of the Bid and Acceptance Form</li> <li>• Bid Bond Form :  <a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/504-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/504-eng.html</a></li> </ul>
1.3	<p>The Bidder must demonstrate in his bid that he or his subcontractor(s) that will execute the public utilities work is/are accredited by Hydro Québec and Bell inc.</p> <p>Canada will contact Bell inc. and Hydro-Québec during bid evaluation to confirm that the contractor that will execute the work (may it be the contractor or its subcontractor) is accredited by Bell inc. and Hydro-Québec.</p> <p><b>Please indicate the name of the contractor or subcontractor that has been designated to complete the public utilities work:</b></p> <p>Name of contractor (or subcontractor) designated to execute the work and that has a valid accreditation of Bell inc. at the moment of bidding.</p> <p>_____</p> <p>Name of contractor (or subcontractor) designated to execute the work and that has a valid accreditation of Hydro-Québec at the moment of bidding.</p> <p>_____</p>	

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## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION**

There is no security requirement applicable to this Contract.

### **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.

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**SC03 LIQUIDATED DAMAGES RELATED TO SCHEDULING**

1. The Departmental representative will levy liquidated damages against the Contractor if it fails to meet the following deadlines in the performance of the contract (For mobilisation details, see work schedule in Devi 01 11 00 – Summary of work) :
  - a. Mobilisation 1 – Fall 2014;
    - i. All work completed in 40 consecutive open days at Fall 2014 and this, starting on the first day of work (the end date for the Fall 2014 mobilisation cannot exceed December 19, 2014).
  - b. Mobilisation 2, if necessary – Spring 2015;
    - i. All work completed in 10 consecutive open days at Spring 2015 and this, starting first day of work (the end date for the Spring 2015 mobilisation cannot exceed June 5, 2015).
  - c. All work in CCBN parking;
    - i. 20 consecutive open days and this, starting on the first day of interference in the parking.
    - ii. There is an exception applicable to this delay for eight (8) parking cases located along wall # 1 and necessary to realise conduct section RUP-3 to RUP-4.
2. Liquidated damages for failure to meet the deadlines indicated above will be levied against the Contractor in accordance with the following terms :
  - a. An amount of \$1 200.00 in liquidated damages for every day late will be levied against the contractor for failing to meet the deadline of 40 consecutive open days of Fall 2014 for Mobilisation 1.
  - b. An amount of \$1 200.00 in liquidated damages for every day late will be levied against the contractor for failing to meet the deadline of 10 consecutive open days of Spring 2015 for Mobilisation 2.
  - c. An amount of \$20.00 in liquidated damages for every parking space of the CCBN parking will be levied against the contractor for failing to meet the deadline of 20 consecutive open days at Fall 2014.

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## 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	(2014-06-26);
GC2	Administration of the Contract	R2820D	(2014-06-26);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2014-06-26);
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	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
  - e. Allowable Costs for Contract Changes Under GC6.4.1  
Supplementary Conditions R2950D (2014-06-26);
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
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**

**Public service relocation – Manège militaire de la Grande-Allée, Québec**

### **BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

Email: \_\_\_\_\_

### **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 INDICATED IN APPENDIX 1**.

### **BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of fourteen [14] 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 forty (40) consecutive open days from the date of notification of acceptance of the offer; except the work to finalise paving of Wilfrid-Laurier Avenue which may be perform and complete in ten (10) consecutive open days at Spring 2015, if necessary. The end of work for mobilisation at Fall 2014 cannot exceed December 19, 2014, and in Spring 2015 cannot exceed June 5, 2015.

### **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