

### **RETURN BIDS TO: RETOURNER LES SOUMISSIONS A:**

Canada

**Natural Resource Canada Bid Receiving Unit, Mailroom** 588 Booth Street, Room 108 Ottawa, Ontario K1A 0Y7 **Attention: Valerie Holmes** 

## INVITATION TO TENDER APPEL D'OFFRES

#### Tender to: Natural Resources 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: Ressources naturelles 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 at aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Issuing Office - Bureau de distribution

**Natural Resources Canada Finance and Procurement Branch** 580 Booth Street Ottawa, Ontario K1A 0E4

Date	
Fabruary 22, 2010	
February 23, 2016 Solicitation No. – No. de l'invitation	Client Ref. No. – No. de réf du client
NRCan-5000021562	Client Ref. No. – No. de ref du client
GETS Reference No. – No de reference de	
	JLAG
Solicitation Closes – L'invitation prend fin	Time Zone – Fuseau horaire
At – à: 02:00 PM	Eastern Standard Tim
On – le: March 9 at , 2016	(EST)
F.O.B. – F.A.B. Plant-Usine Destination: 🕅 O	
Address Inquiries to: - Adresse toute dema	
Valerie Holmes – Procurem	-
Téléphone No. – No. de telephone:	Fax No. – No de FAX
(343) 292-8371	(613) 947-5477
Destination of Goods, Services, and Constr	
Destination des biens, services et construct	
See herein	
Vendor/Firm Name and Address :	
Raison sociale et adresse du fourniss	eur/de l'entrepreneur:
Name/Nom :	
Address/Adresse :	
Telephone/Téléphone :	
Facsimile/Télécopieur :	
Email/Courriel :	
Procurement Business Number – Ach	nats numero d'entreprise :
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Name and Title of person authorized to sig Nom et titre de la personne autorisé à sigr	
Name/Nom :	
Title/Titre :	



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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### SI01 Integrity Provisions

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions **R2710T**, the Bidder must provide with its bid, a completed <u>Declaration Form</u>, to be given further consideration in the procurement process.

### Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed <u>Declaration Form</u>, to be given further consideration in the procurement process.

### 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 (2015-07-03);
- 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.

 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 <u>five (5)</u> 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.
- 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 optional site visit on <u>March 4, 2016</u> at <u>11:00 a.m</u>. Interested Bidders are to meet at <u>NRCan's Great</u> <u>Lakes Forestry Centre</u>, located at <u>1219 Queen Street East, Sault Ste. Marie, Ontario, P6A 2E5</u>.

The site visit for this project is optional. Bidders are requested to communicate with the Contracting Authority no later than <u>two (2)</u> business day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. The representative of the Bidder will be required to sign the Site Visit Attendance Sheet at the site visit.

### SI05 Revision of Bid

A bid may be revised by letter of facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (613) 995-2920.

### SIO6 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 set time for solicitation closing.
- 2. Following solicitation closing, bid results may be obtained by calling (343) 292-8371.

### 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

- Canada reserves the right to seek an extension to the bid validity period prescribed at 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 SIO7 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approved processes.
- 3. If the extension referred to in paragraph 1 of SI07 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 right in law or under GI11 of R2710T.

### SI09 Security Related Requirements

There is no security requirements associated with this requirement. Contractor will be escorted while on the premises.

### 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 to the Web sites:

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

Canadian Economic Sanctions: http://www.international.gc.ca/sanctions/index.aspx?lang=eng

Contractor Performance Evaluation Report (Form PWGSC-TSPGC 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: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</u>

PWGSC, Industrial Security Services: http://ssi-iss.tgsgc-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: <u>http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html</u>



# R2710T GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) (2015-07-03)

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

- 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
- 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 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, at Annex "A".
  - (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.

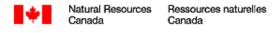
5. Deductible

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 (2015-07-09)R2810D GC2 – Administration of the Contract R2820D (2016-01-28)GC3 – Execution and Control of the Work R2830D (2015-02-25)**GC4** - Protective Measures R2840D (2008-05-12)GC5 - Terms of Payment R2850D (2016-01-28)GC6 - Delays and Changes in the Work R2860D (2016-01-28)GC7 - Default, Suspension or Termination of Contract R2870D (2008-05-12)GC8 – Dispute Resolution R2880D (2016-01-28)GC9 - Contract Security R2890D (2014-06-26)GC10 - Insurance R2900D (2008-05-12)Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25)**Supplementary Conditions**
  - e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation;
  - 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.
- Any document 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: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>
- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



## **BID AND ACCEPTANCE FORM (BA)**

### BA01 Identification

Partial demolition of the existing Building G westerly greenhouse at the Great Lakes Forestry Centre, Sault Ste. Marie, 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 GST/HST

(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

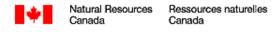
Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

### BA06 Construction Time

The Contractor shall perform and complete the majority of the Work by **March 31, 2016** and the remainder by **May 31, 2016** upon acceptance of the offer.

#### BA07 Signature

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



## **ANNEX "A" – STATEMENT OF REQUIREMENT**

### 1. Background

The existing 32 ft. (9.75 m) x 22 ft. (6.7 m) Building G Greenhouse must be converted to a new construction, one storey, one bay, air conditioned storage building as per the attached drawings.

### 2. Description of Requirements

The Work for this Contract comprises of the partial demolition of the existing Building G westerly greenhouse, leaving the concrete knee wall and slab. Followed by, the complete erection, mechanical systems, foundation and site work involved in the installation of a fully functional building at the Great Lakes Forestry Centre, 1219 Queen Street East, Sault Ste. Marie, Ontario, P6A 2E5.

### 3. Codes and Standards

The Contractor must ensure that all work is completed using all applicable current Canadian and Ontario codes, standards and current best practices.

All Canada Occupational Health & Safety Regulations (SOR/86-304) apply at this facility.

### 4. Construction

The construction of this project is scheduled to begin Mid-March 2016 with hopes of having the majority of the work completed by **March 31, 2016;** the remaining work shall be in the new fiscal year, with an anticipated end date of **May 31, 2016.** 



# **APPENDIX "1" – DEPARTMENTAL REPRESENTATIVES'S AUTHORITY**

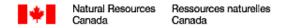
Contracting Authority is:

Name:	Valerie Holmes
Title:	Procurement Specialist
Department:	Natural Resources Canada
Division:	Finance and Procurement Branch
Telephone:	(343) 292-8371
Email:	Valerie.holmes@nrcan-rncan.gc.ca

To be provided at time of Contract Award:

Technical Authority is:

Name: Title: Department: Natural Resources Canada Division: Corporate Management Support Services Telephone: Email:



## **ANNEX "B" – CERTIFICATE OF INSURANCE**

### Note: Not required at solicitation closing



Canada

Natural Resources Ressources naturelles Canada

## **CERTIFICATE OF INSURANCE**

Description and Location of Work		Contract No.				
Great Lakes Forestry Centre, 12	19 Queen Street East, Sault	Project No. NRCan-5000021562				
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 Natural Resources Canada						

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate \$
Liability Umbrella/Excess Liability				\$	\$	\$
				\$	\$	
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



### GENERAL

Canada

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.

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.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) day's notice in writing in advance of a cancellation of insurance or any reduction in coverage.

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.

### **COMMERCIAL GENERAL LIABILITY**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (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.

The policy must have the following minimum limits:

- (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.

Umbrella or excess liability insurance may be used to achieve the required limits.