



**A1. HEALTH CANADA BID RECEIVING UNIT
FEDERAL RECORDS CENTRE BUILDING**

Bid submission envelopes are to be delivered to the following address prior to Tuesday, April 18th at 2 pm Ottawa time

161 Goldenrod Driveway, Tunney's Pasture
Loading dock of building #18,
Ottawa, ON K1A 0K9 CANADA
Business hours: 7h30 to 16h30

Attention: Marie-France Gagnon
Materiel & Asset Management Division

Telephone: 613-404-6723
Solicitation #: 1000183579

Invitation to Tender (ITT)

**THIS ITT DOES NOT CONTAIN A
SECURITY REQUIREMENT**

A2. TITLE Laboratory Centre for Disease Control (LCDC) Plaza Renovation	
A3. SOLICITATION NUMBER 1000183579	A4. SOLICITATION DATE 2107-03-28
A5. AUTHORITY The Contracting Authority for this ITT is: Marie-France Gagnon Procurement and Contract Officer Material and Asset Management Division Chief Financial Officer Branch 200, Eglantine Driveway, Tunney's Pasture Ottawa, ON K1A 0K9 Telephone: 613-404-6723 Email: marie-france.gagnon@hc-sc.gc.ca	

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

GI1	Integrity Provisions - Bid
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**INVITATION TO TENDER
IMPORTANT NOTICE TO BIDDERS**

ASPHALT CEMENT PRICE ADJUSTMENT

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of July 4th, 2016. See GI1, Integrity Provision-Bid of R2710T of the General Instructions for more information.

SECTION I – SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI1 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions R2710T, the Bidder must provide with its bid, a completed [Declaration Form](#), 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 [Declaration Form](#), to be given further consideration in the procurement process

SI2. BID DOCUMENTS

SI2.1 The following are the bid documents:

- a. Invitation to Tender – Cover Page;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2016-04-04);
- 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

SI2.2 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>

SI3. 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.

SI4. MANDATORY SITE VISIT

There will be a site visit on Tuesday, April 4th, 2017 at 8:00 am. Interested bidders are to meet at 100 Églantine Driveway, Tunney's Pasture, Ottawa ON.

The site visit for this project is MANDATORY. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. You must confirm attendance by email to marie-france.gagnon@hc-sc.gc.ca by **Monday April 3rd, 2017 at 2:00pm**. Bids submitted by **Bidders who have not confirmed their attendance will not be accepted.**

SI5. REVISION OF BID

A bid may be revised by letter in accordance with GI10 of R2710T.

SI6. BID RESULTS

1. The bid opening will be held in the office of the Contracting Authority designated on the Front Page shortly after the time set for solicitation closing.
2. Results will be communicated by the Contracting Authority to all bidders.

SI7. 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 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).

SI8. BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA4 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 SI8 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 SI8 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.

SI9. CONSTRUCTION DOCUMENTS

Applicable documents are part of this tender and are posted on Buy&Sell. Additional documents will be provided at the mandatory site visit.

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:

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Buy and Sell

<https://www.achatsetventes-buyandsell.gc.ca>

Canadian economic sanctions

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Declaration Form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

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

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

Performance Bond (form PWGSC-TPSGC 505)

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

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/contexte-context-eng.html>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

SECTION II – SUPPLEMENTARY CONDITIONS (SC)

SC1. SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

Include the following clause for contracts where the majority of the work takes place in low rise, high rise or heritage buildings. The clause cannot be used in contracts for civil engineering works, marine works, bridges, dams and special purpose facilities such as labs, airports, hangars or heating plants.

SC2. LIMITATION OF LIABILITY

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.

SC3. INSURANCE TERMS

MINIMUM INSURANCE REQUIREMENTS:

Commercial General Liability

SC3.1 Insurance Contracts

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.

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

SC3.2 Period of Insurance

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.

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.

SC3.3 Proof of Insurance

Refer to Annex A - Conditions Precedent to Contract Award

SC3.4 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.

SC3.5 Deductible

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

SC4 ASPHALT CEMENT PRICE ADJUSTMENT

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.

2. Price Adjustment formulae:

a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:

(Example based on a 5% increase)

$$PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$$

b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:

(Example based on a 5% decrease)

$$PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$$

PA = payment adjustment for asphalt cement, in dollars

IB = asphalt cement price index for the month prior to bid closing

IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <http://www.mto.gov.on.ca>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.

3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.

4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

SECTION III – CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:
 - a. Contract Cover 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	(2016-04-04);
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	R2865D	(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

- a. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - b. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - c. 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.

SECTION IV – BID FORM (BF)**BF1. IDENTIFICATION**

Laboratory Centre for Disease Control (LCDC) Plaza Renovations
100, Eglantine Driveway, Tunney's Pasture, Ottawa, ON

BF2. BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____

PBN: _____

BF3. THE OFFER**COMBINED PRICE CONTRACTS (WITH UNIT PRICES)**

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**.

BF4. BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of ninety (90) days following the date of solicitation closing.

BF5. 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).

BF6. CONSTRUCTION TIME

The Contractor shall perform and complete the Work by July 16th, 2017.

BF7. MANDATORY BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI8 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements: *The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required*

BF8. SIGNATURE

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

Name

Title

Signature

Date

APPENDIX 1 – COMBINED PRICE FORM (1 PAGE)

THE PRICES PER UNIT SHALL GOVERN IN ESTABLISHING THE TOTAL EXTENDED AMOUNT. ANY ARITHMETICAL ERRORS IN THIS APPENDIX WILL BE CORRECTED BY CANADA.

1. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding applicable tax(es)

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
1.		Removals and Demolition: Existing pavers, corroded steel plates, electrical wiring wall packs and existing bollard light fixtures.	L.S.	1		
2.		Mobilization: Includes cost of moving general contractor-owned equipment at the site, setting up a fenced material yard (Modu-Lock), and removing equipment and fencing at job completion.	L.S.	1		
3.		Site Grading: Includes cost of moving general contractor-owned equipment at the site, setting up a fenced material yard (Modu-Lock), and removing equipment and fencing at job completion.	M ²	333		
4.		Concrete Paving: Includes supply and installation of reinforced concrete paving, site preparation, granular base and compaction.				

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
	4.1	150 mm concrete pad for accessible pedestal	M ²	2		
	4.2	Concrete wall & stairs patching	Face M ²	6		
5.		Unit Pavers: Includes supply and installation of unit pavers, site preparation, granular base and compaction				
	5.1	Type 1 Paver, Herringbone body (Main Plaza area). 70mm thick Europaver by Unilock 150mm x 300mm	M ²	247		
	5.2	Type 2 Paver, Herringbone body (Main Plaza, wave design areas). 70mm thick Umbriano by Unilock 200mm x 400mm	M ²	86		
6.		Metal Works: Includes removals, supply and installation of new metal materials and fixtures.				
	6.1	Stair nosing: Includes supply, install of aluminum stair nosing and fasteners on concrete steps. Ecoglo Model F7 with E30 Series insert.	lm	155		
	6.2	Stainless steel railings: Includes supply, fasteners and installation.	lm	94		
	6.3	Bollards light fixtures: Includes removal of existing light fixtures and bolt anchors. Includes installation of new bolt anchors, supply and install of bollard light on concrete wall Model No SRB8F from Solera.	Each	3		
7.		Raised landscape catch basin (CB): Includes raising existing CB to grade as per landscape grading plan.	Each	1		

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
8.		Scoop drainage pipes & clean out sediment: Includes removal and disposal of all sediments from drainage pipes.	Each	1		
9.		New collar for Handicap Pedestal: Includes supply and installation	Each	1		
10.		New custom catch basin covers: Includes supply and installation	Each	2		
TOTAL EXTENDED AMOUNT (TEA) Excluding applicable tax(s)						
TOTAL BID AMOUNT (LSA +TEA) Excluding applicable tax(s)						
APPLICABLE TAXES (13% HST)						
TOTAL BID PRICE						

APPENDIX 2 – INTEGRITY PROVISIONS (LIST OF NAMES)

If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

APPENDIX 3 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

To be completed and provided to the contractor at time of contract award.

CONTRACTING AUTHORITY:

Name : _____

Title : _____

Department: _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

TECHNICAL AUTHORITY:

Name : _____

Title : _____

Department: _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

r

ANNEX A – CONDITIONS PRECEDENT TO CONTRACT AWARD

It is recommended that bidders provide as much of the following information as possible with their bid. All of the following information will be required prior to contract award unless specified otherwise.

- C1 - The Bidder must provide proof of all employees' WHIMS certification.
- C2 - The Bidder must provide proof e.g. letter/certificate and number demonstrating they are in good standing with WSIB (Workmen's Compensation) and covered for the duration of the project.
- C3 - The Bidder must provide a copy of their Health and Safety Policy and Program and site specific safety plan for the proposed work prior to contract award.
- C4 - The Bidder must provide a copy of their Site Specific Health and Safety Plan for the proposed construction work within one work week from date of contract award.
- C5 - The Bidder must provide a copy of a certificate from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the ITT, can be insured in accordance with the Commercial General Liability Insurance requirements specified in (Insurance Conditions) as indicated in the ITT, in the amount of \$5,000,000.00.

ANNEX B – LISTING OF SUBCONTRACTORS

- 1) In accordance with GI06 – Listing of Subcontractors and Suppliers of R2410T- General Instructions - Construction Services GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			