

A1. HEALTH CANADA BID RECEIVING UNIT FEDERAL RECORDS CENTRE BUILDING

Bid submission envelopes are to be delivered to the following address prior to December 7, 2017 at 2:00 P.M.

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

Attention: Brian Spero Telephone: 613-608-7081 Solicitation #: 1000194966

A2. TITLE

Sir Frederick Banting (SFB) Fit-Up Project H-089620

A3. SOLICITATION NUMBER 1000194966

A4. SOLICITATION DATE

2017-11-22

A5. AUTHORITY

The Contracting Authority for this ITT is:

Brian Spero

Procurement and Contract Officer

Materiel and Asset Management Division

Chief Financial Officer Branch

Ottawa, ON K1A 0K9

Telephone: 613-608-7081 Fax #: 613-954-9393

Email: <u>brian.spero2@canada.ca</u>

Invitation to Tender (ITT)

THIS ITT CONTAINS A SECURITY REQUIREMENT



TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI1 Integrity Provisions Declaration of Convicted Offences
- SI2 Bid Documents
- SI3 Enquiries during the Solicitation Period
- SI4 Mandatory Site Visit
- SI5 Revision of Bid
- SI6 Bid Results
- SI7 Insufficient Funding
- SI8 Bid Validity Period
- SI9 Construction Documents
- SI10 Security Related Requirements
- SI11 Web Sites

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
- GI2 Completion of Bid
- GI3 Identity or Legal Capacity of the Bidder
- GI4 Applicable Taxes
- GI5 Capital Development and Redevelopment Charges
- GI6 Registry and Pre-qualification of Floating Plant
- GI7 Listing of Sub-Contractors and Suppliers
- GI8 Bid Security Requirements
- GI9 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)

- SC1 Security Related Requirements, Documents Safeguarding
- SC2 Insurance Terms
- SC3 Labour and Material Payment Bond

CONTRACT DOCUMENTS (CD)

BID FORM (BF)

- BA1 Identification
- BA2 Business Name and Address of Bidder
- BA3 The Offer
- BA4 Bid Validity Period

BA5 Acceptance and Contract

BA6 Construction Time

BA7 Bid Security BA8 Signature

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - INTEGRITY PROVISIONS – LIST OF NAMES

APPENDIX 3 - DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

ANNEX B - CONDITIONS PRECEDENT TO CONTRACT AWARD

ANNEX C – LISTING OF SUBCONTRACTORS

ANNEX D – STATEMENT OF WORK, BASIS OF AWARDING A CONTRACT, PERSONNEL, CONDITIONS PRECEDENT TO CONTRACT AWARD

INVITATION TO TENDER IMPORTANT NOTICE TO BIDDERS

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI10, "Security Related Requirements" and "Supplementary Conditions" SC1 "Security Related Requirements, Document Safeguarding Location".

INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of July 3rd 2015. 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 <u>Declaration Form</u>, 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 (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

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

R2410T section GI7, add following paragraph;

- a. Must be completed on the Bid and Acceptance Form;
- b. Must indicate:
 - Project number

- Solicitation number
- Bidder's name
- Closing Date and Time
- b. Must be received before tender closing time.

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 four (4) 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

Bidders, or their authorized representative(s) must attend a site visit scheduled on November 28, 2017 at 09:00 A.M. (Eastern Standard Time), at 251 Sir Frederick Banting Driveway, Sir Frederick Banting Bldg. Tunney's Pasture, Ottawa, Ontario K1A 0K9. At least (2) working days prior to the scheduled site visit, bidders are asked to notify in writing the Health Canada, Senior Procurement Officer (by email to: brian.spero2@canada.ca to confirm their attendance and to provide the name of their representative(s).

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. Bids submitted by **Bidders who have not signed the attendance sheet will not be accepted.**

There is no requirement for health and safety equipment to be worn by visitors.

SI5. REVISION OF BID

A bid may be revised by e-mail to <u>brian.spero2@canada.ca</u> and will only be accepted if received by the bid submission deadline specified on page 1 of this ITT. Revisions received after that deadline will not be considered.

SI6. Bid Results

- 1. A public bid opening will be held at Health Canada shortly after the time set for solicitation closing.
- 2. Following solicitation closing, bid results may be obtained by e-mailing the Contracting Officer on the cover page of this ITT.

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

- 3. 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.
- 4. 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.
- 5. 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.
- 6. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI9. 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. Obtaining more copies shall be the responsibility of the Contractor including costs. Floor Plans are part of this Invitation to Tender.

SI10. SECURITY RELATED REQUIREMENTS

- 7. **At bid closing, the Bidder must hold a valid** Security Clearance as indicated in section SC1 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
- 8. The Successful Bidder's personnel, as well as any sub-contractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC1 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site**. It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.
- 9. For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations Instructions for Bidders" on the Standard Procurement Documents Web site <u>Industrial Security Program</u>

SI11. 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

 $\underline{http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html}$

Standard Acquisition Clauses and Conditions (SACC) Manual

 $\underline{https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R}$

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

See ANNEX A

SC2. INSURANCE TERMS

The obligations of the Contractor are defined in R2900D and in the Insurance Terms below.

The obligations of the Insurer must be defined on the Certificate of Insurance that is available from the P:\ACQB\Business\RPC_AMI\Standard Templates - Modèles normalisés\Construction\English. You must include it as Annex B prior issuance of the Invitation to Tender.

Upon contract award, the Certificate of Insurance (pages 1 & 2) will be provided to the winning Contractor in MS Word. It will allow its insurer/broker to complete electronically.

MINIMUM INSURANCE REQUIREMENTS:

- Commercial General Liability in the amount of \$2 Million dollars.
- Builder's Risk/Installation Floater (generally not required for contracts were there is no work/property to ensure, such as paving, asbestos abatement and dredging).

SC2.1 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.

SC2.2 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.

SC2.3 Proof of Insurance

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.

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.

SC2.4 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.

SC2.5 Deductible

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

SC3 Labour and Material Payment Bond

- 1. In order to provide funds for labour, services and material, the Contractor must, within 14 calendar days after the date of contract award, provide to the Contracting Authority a duly executed labour and material payment bond form <u>PWGSC-TPSGC 506</u>. The performance bond and labour and material payment bond must be each be equal to not less than 50% percent of the Contract amount (excluding HST) and must be accepted as security by one of the bonding companies listed in <a href="mailto:tpsgc-
- 2. The Contractor must post a copy of the bond in a plainly visible place where any of the Work is performed.
- 3. If Canada does not receive the required bond within the specified period, Canada may terminate the Contract for default pursuant to the default provision of the Contract.

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	(2017-08-17);
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);
GC6.4	.1Allowable Costs for Contract Changes	R2950D	(2015-02-25);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);

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)

SECTION IV – BID FORM (BF)

BF1. IDENTIFICATION Health Canada Sir Frederick Banting Fit-Up Project #H-089620, ITT# 1000194966 BF2. BUSINESS NAME AND ADDRESS OF BIDDER Name: Address: Telephone: Fax: PBN: BF3. 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 taxes.

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).

Section IV Bid Form (BF)

BF6. CONSTRUCTION TIME

The Contractor shall perform and complete the Work within five (5) weeks from the date of notification of acceptance of the offer.

BF7. 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 G107 - Bid Security Requirements. The Bidder must submit a Bid Bond not less than 10 percent of the bid amount.

BF8. SIGNATURE

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

Appendix 1 Combined Price Form

APPENDIX 1 – COMBINED PRICE FORM (1 PAGE)

1. The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.

2. 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.

LUMP SUM AMOUNT (LSA) Excluding applicable taxes	
HST	
TOTAL with HST	

^{*}It is Health Canada's intention to award a contract to the lowest priced technically responsive bid.

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

Appendix 3 – DEPARTMENTAL **R**EPRESENTATIVE'S **A**UTHORITY

CONTRACT	TING AUTHORITY:
Name:	Brian Spero
Title:	Senior Procurement and Contracting Officer
Department:	Health Canada
Division:	Procurement and Contracting Unit
Telephone:	613-608-7081
e-mail:	brian.spero2@canada.ca
TECHNICA	L AUTHORITY:
Information to	o be entered upon contract award
Name:	
Title:	
Department:	
Division:	
Telephone:	
e-mail:	

ANNEX A – SECURITY REQUIREMENT CHECKLIST (SRCL)

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

FILE N° 1000194966

- 1. The Contractor personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by Health Canada/PHAC or the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site (s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of Health Canada/PHAC.

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3. a) Subcontract Number / N	luméro du contrat de L.B.D.	sous-traitance 3. b) Na	me and Address of Subc	ontractor / Nom et adresse du	sous-traitant
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Contract Number / Numero du contrat

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H-089820-SFB-M2

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Invitation to Tender (ITT) ITT#1000194966



Contract Number / Numéro du contrat H-089620-SFB-M2

PART D - AUTHORIZATION : PART	FIE D. ALITODICATIO					
13. Organization Project Authority / C						
Name (print) - Nom (an lettres moulé		Title - Titre		Signature		
Amy Mikota		Accommoda	tion Management Officer	X		
Telephone No N° de téléphone 613-790-5275	Facsimile No Nº de	télécopleur	E-mail address - Adresse cour amy,mikota@hc-sc.gc.ca	rriel	Date 2017-08-30	
14. Organization Security Authority /	Responsable de la séc	urité de l'organ	isma			
Name (print) - Nom (en lettres moulé	Title - Titre		Signature			
David L Wilson		Security Officer		- Deli-		
Telephone No N° de tétéphone Facsimile No N° de 204-298-0374 Facsimile No N° de 204-594-9100		télécopleur E-mail address - Adresse cour davidi.wilson@canada.ca		rriei Date 2017-08-		
15, Are there additional instructions (Des instructions supplémentaires	e.g. Security Guide, Se (p, ex. Guide de sécu	ecurity Classific rité, Guide de c	ation Guide) attached? Jassification de la sècurité) son	t-elles jointes	? No Yes	
16. Procurement Officer / Agent d'ap	provisionnement					
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		
Brian Spero		Senior Proc	urement Officer	XX	wangers	
Telephone No N° de téléphone 613-608-7081	Facsimile No Nº de 613-954-9393	lélécoplaur	E-mail address - Adresse co brian.spero@hc-sc.gc.ca	urriel	Date 2017-08-30	
17, Contracting Security Authority / A	utorité contractante en	matière de séc	:urité		^	
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David L Wilson	;	Security C	Xilicer			
Telephone No Nº de téléphone 204-298-0374	Facsimile No N° de 204-594-9100	télécopieur	E-mail address - Adresse co davidi.wilson@canada.ca	urriel	Date 2017-08-	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED

Canadä

Conditions Precedent to Contract Award	Page	Yes	No
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.	#		
B1.			
The Bidder must provide assurance that they are in compliance with and their employees have received adequate instruction in the WHIMS regulations.			
B2.			
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.			
B3.			
The Bidder must provide a copy of their corporate Health and Safety Policy and Program prior to kick off			
meeting. (Section 1.03.3, National Master Specification 01 35 29.06).			
B4.			
The Bidder must provide a copy of their Site Specific Hazard Assessment and the Site Specific Safety plan			
based on that hazard assessment for the proposed construction work within one work week from date of			
contract award. (Section 1.05, National Master Specification 01 35 29.06).			
B5			
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 \$2,000,000.00.			

ANNEX C – LISTING OF SUBCONTRACTORS

- 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
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ANNEX D

STATEMENT OF WORK

1.0 Scope

1.1 Title

Sir Frederick Banting (SFB) Building Fit-Up Project H-089620

1.2 Introduction

Services of a General Contractor are required by Health Canada in order to perform demolition(s), renovation(s) and construction(s) that are essential for completion of the SFB Fit-Up Project as per the stamped architectural drawings and specifications package. The required services are to be provided on four (4) floors of the Sir Frederick Banting Building, located at 251 Sir Frederick Banting Driveway in the Tunney's Pasture complex Ottawa, Ontario K1A 0K9.

1.3 Objectives of the Requirement

The objective of this requirement is to hire a General Contractor for completion of the required work in accordance with the 100% stamped architectural drawings and specification package. The Architectural Consultant firm will provide oversight during the construction phases to ensure the work is completed in accordance with the plans and specifications.

1.4 Background

Sir Frederick Banting Building is occupied by Health Canada and was constructed in 1978. The building is a low-rise office/laboratory facility divided into three (3) blocks consisting of two (2) four (4) storey sections connected in the middle by two (2) storey communal area. E Wing is located in the west part of the building and consists of four (4) floors. Currently the west floors of E Wing are unoccupied; however, office furniture is still present on site. B Wing is located in the centre of the building and consists of three (3) floors. 3rd floor of B Wing is currently occupied by Health Canada personnel which will be relocated prior to the construction start date.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Contractor will be responsible for performing work and achieving the milestones outlined in Sections 2.1.1 to 2.1.7 of Statement of Work inclusively; in accordance with PDF drawing package A00-A13 (inclusive), provided by Health Canada and the National Master Specification .

The Contractor will be responsible for performing the following tasks:

2.1.1	Architectural Scope	
2.1.1.1 2.1.1.2	Demolish the wall identified in the drawing package; Construct one equipment room and modify enclosed offices located on the 3 rd floor of B Wing;	
2.1.1.3	Patch, repair and paint all walls affected by demolition (paint colour must match the existing finish(es);	
2.1.1.4 2.1.1.5	Patch and repair all flooring affected by demolition (must match existing finish(es); Patch and repair all ceiling grids affected by demolition (must match existing finish(es).	
2.1.2	Mechanical Scope	
2.1.2.1	Disconnect all mounted to wall marked for demolition thermostats and connect Variable Air Volume (VAV) to the system in the open office area;	
2.1.2.2 2.1.2.3	Supply and install new supply and return vents in the newly constructed room; Air balancing for the space will be actioned by a third party.	
2.1.3	Electrical Scope	
2.1.3.1	All electrical outlets affected by demolition are to be disconnected and pulled back to source;	
2.1.3.2	All lighting controls affected by demolition are to be removed;	
2.1.3.3	All lighting in demolished offices is to be connected to the main lighting grid in the open office area;	
2.1.3.4	All data cabling will be actioned by a third party;	
2.1.3.5	All jiffy poles are to be disconnected and brought back to source in offices to be demolished;	
2.1.3.6	Exit signage will be actioned by a third party.	
2.1.4	Phase 1 Construction	
2.1.4.1	Ground Floor of E Wing: The scope of work includes the demolition of two (2) existing enclosed offices and one (1) existing wall between two 2) offices as well as re-arrangement of existing doors, glazing (as per plan) and painting of the areas affected by the demolition;	
2.1.4.2	Modify the affected demolition areas only, see architectural, mechanical and electrical scope above;	
2.1.4.3	Refer to A00, A0.1, D01, A01, A02, M1, M2, E1 and E2 of the architectural, mechanical and electrical drawing packages for location of work.	
2.1.4.4	Second Floor of E Wing: The scope of work includes the demolition of five (5) existing enclosed offices and one (1) equipment room as well as painting of the areas affected by the demolition;	
2.1.4.5	Modify the affected demolition areas only; architectural, mechanical and electrical scope as listed above;	
2.1.4.6	Refer to A00, D01, D02, D03, A04, M1, M3, E1and E3 of architectural, mechanical and electrical drawing package for location of work;	
2.1.4.7	Fourth Floor of E Wing; the scope of work includes the demolition of one (1) enclosed office, one (1) existing wall between two offices, re-	

arrangement of existing doors, glazing (as per plan) and painting of the areas affected by the demolition; 2.1.4.8 Modify affected demolition areas only; architectural, mechanical and electrical scope as listed above; Refer to A00, A0.1, D03, A05, A06, M1, M4, E1 and E4 of the architectural, mechanical 2.1.4.9 and electrical drawing package for location of work. 2.1.5 **Phase 2 Construction** 2.1.5.1 **Third Floor of B Wing:** The scope of work includes the demolition of five (5) existing enclosed offices and modification two existing offices, building and modification of one (1) new equipment room and painting of the areas affected by the demolition; Modify affected demolition areas only; architectural, mechanical and 2.1.5.2 electrical scope as listed above; 2.1.5.3 Refer to A00, A0.1, D04, D05, A07, A08, A09, A10, A11, A12, A13, M1, M5, E1 and E5 of architectural, mechanical and electrical drawing package for location of work. 2.1.6 Requirements: Tasks, Activities and Deliverables 2.1.6.1 The Contractor must follow the National Master Specifications; 2.1.6.2 The Contractor must comply with all regulatory requirements listed in the National Master Specification Section; The Contractor must provide an estimated schedule with the number of working hours 2.1.6.3 required for each phase of the construction project prior to the beginning of the work; 2.1.6.4 The Contractor must comply with all Fire and Safety Requirements outlined in National Master Specifications: 2.1.6.5 As a part of Fire and Safety requirements, the Contractor will be required to obtain a Hot Work Permit for all activities which involve open flames or result in release of heat or sparks. An advanced 72 hours' notice must be given to the Project Manager before work can be scheduled. A Hot Work Permit is required for activities which include but is not limited to welding, brazing, cutting, grinding and soldering; 2.1.6.6 The Contractor will provide the following information: Company name, Site Supervisor name and phone number, number of guards required, date, start time, end time of work and the name(s) of employee(s) who need(s) access to the work site when they are required to be escorted on site; All electrical disconnects performed by the Contractor throughout this project must be 2.1.6.7 scheduled with and approved by the Project Manager at least 72 hours in advance. This includes shutdown(s) of the power to the electrical panels; The Contractor must clean up the working area and dispose of all demolition and 2.1.6.8 construction materials on a daily basis. At the end of each phase the working areas must be presentable and ready to use after work is completed; Throughout the construction phase, the worksite will be in the Contractor's possession. 2.1.6.9 Upon completion of the work, the Contractor and the Project Manager will complete a site inspection (walkthrough) of the worksite and space will be released back to Health Canada. In the event that any deficiencies are identified by the Project Manager, the Contractor will be required to fix aforementioned deficiencies and receive Project

Authority approval prior to proceeding to the next phase and/or payment release. There will be two (2) site inspections (walkthroughs), one at the end of each construction phase.

2.1.7 Milestones:

The following milestone dates will be confirmed once the contract has been awarded:

- 2.1.7.1 **Week of December 18th- 22nd, 2017:** Kick-off meeting with Architectural and Engineering consultant firm, NCR Laboratory Operations representative and the Project Manager;
- Week of January 2nd 2018 February 2nd, 2018 –E Wing Ground, 2nd and 4th floors of E Wing and 3rd Floor B Wing,: The General Contractor will have 5 weeks to complete the construction project. During this period the Contractor will have 24/7 access to ground, 2nd and 4th floors of E Wing of Sir Frederick Banting building; All deliveries must be made prior to 8:00 A.M. or after 5:00 P.M.

2.2 Technical, Operational and Organizational Environment

All work must be co-ordinated through the Project Authority.

- 2.2.1 The Project Authority is responsible for all matters concerning the technical content of the work required under contract. Any changes to the scope of work must be discussed with the Project Authority and any resulting change(s) will be in form of an official amendment to these Articles of Agreement issued by the Contracting Authority, as the case may be. All work will be verified, inspected and approved by the Project Authority, to ensure all work meets in accordance with the Ontario Building Code requirements and Health Canada standards:
- 2.2.2 All work undertaken by the Contractor will be completed in two phases at the Sir Frederick Banting building:
- 2.2.3 The work must be coordinated with and access to the site will be scheduled by the Project Manager;
- 2.2.4 Health Canada will not provide a storage area nor equipment outside of the construction zone for this work. The Contractor may be allowed to store their equipment and supplies in the area(s) of construction zone(s) only;
- 2.2.5 Health Canada will not be deemed responsible for any tools/supplies left on site by the Contractor;
- 2.2.6 In reference the National Master Specification for Project Cleanliness, the Contractor must maintain the construction area in a tidy condition, free from accumulation of waste products and debris on daily basis;
- 2.2.7 The Contractor will be responsible to provide an on-site container for collection of waste materials and debris. The location will be shown at the job site where the container can be stored.

2.3 Method and Sources of Acceptance

2.3.1 All construction work completed by the Contractor must be to the satisfaction of the Project Manager, the Architectural and Engineering Consultant firm and meet all construction milestones and requests as specified in the Architectural, Mechanical and Electrical drawings package and National Master Specification.

2.3.2 A walkthrough for inspection by the Contractor, the Architectural and Engineering Consultant firm, the Engineer and the Project Manager will take place at the end of each construction phase (there will be total of two (2) walkthroughs). In the event that any deficiencies are identified during the walkthrough or otherwise, the Contractor will be given a deadline for elimination of aforementioned deficiencies. In the meantime, the project will continue on to the next phase as per scope of work in order to prevent delays in the construction schedule. Depending on the degree of deficiency it will be determined by the Contractor, the Architectural and Engineering Consultant firm and the Project Manager whether or not the space will be released back to the Client (Health Canada).

2.4 Reporting Requirements

- 2.4.1 All communications and submissions by the Contractor will be coordinated through the Project Manager and the Architectural and Engineering Contractor.
- 2.4.2 At the time of Contract award, the Contractor must provide all permits and Certificates including, but not limited to: WSIB, Insurance, Fall protection, License for electrical, competency cards, confined space, Site Specific Safety Plan (this is not the Health and Company Safety Plan), Site Specific and Hazard Assessment, Registration of Construction and Employers Engaged in Construction and Notice of Project to the Ministry of Labor.
- 2.4.3 The Contractor must submit one (1) electronic copy of a report to Architectural and Engineering Contractor and Project Manager outlining the accomplishments, open issues and upcoming milestones for the given period on a weekly basis at the beginning of each week.

2.5 Project Management Control Procedures

The individual identified in the proposed contract as the Project Authority will oversee the work to ensure it is completed on time and required approvals internal to Health Canada are addressed within 72 hours.

2.6 Change Management Procedures

Change in Scope of Work will require prior approval of the Project Authority. Prior to beginning any work as a result of change in scope the approval issued by the Project Authority and amendment to the contract issued by the Contract Authority are required.

3.0 Authorities

3.0.1 Project Authority – To be specified at contract award.

3.0.2 Contracting Authority

Brian Spero Senior Procurement and Contracting Officer Procurement and Contracting Unit 51 Chardon Driveway, Tunney's Pasture Ottawa, Ontario K1A 0K9

Telephone: (613) 608-7081 Email: <u>brian.spero2@canada.ca</u>

3.1 Health Canada Obligations

- 3.1.1 Health Canada will provide all access to the area of work, provide detailed instructions of the work required and provide any other assistance or support as required;
- 3.1.2 Health Canada may, at any time, verbally suspend the work in the whole or part. If required, within 24 hours of the suspension, the Project Authority shall provide the Contractor with a written notification indicating the effective date and time of suspension, the intended duration, and reason for the suspension (e.g. non-compliance of Health and Safety regulations and/or encountering unexpected contamination);
- 3.1.3 All work is to be coordinated with the Health Canada Project Authority or a designated representative;
- 3.1.4 Health Canada will provide a security escort and must have a minimum of 72 hrs. cancellation notice.

3.2 Contractor's Obligations

The Contractor will be responsible for the following:

- 3.2.1 Carrying out services in accordance with approved documents and directions given by the Project Authority;
- 3.2.2 Directing all correspondence to the Project Authority and not communicating with the client directly;
- 3.2.3 Advising the Project Authority of any changes that may affect the approvals previously given and detailing the extent of and reason for the changes and obtain written approvals before proceeding;
- 3.2.4 Ensuring all activities are performed and ensuring not to disturb the facility's security systems and procedures and the operations performed in and around the facility;
- 3.2.5 Managing attendance of sub-Contractors (if applicable) to ensure work is completed as targeted;
- 3.2.6 Tracking and completing all contract deliverables/tasks;
- 3.2.7 Parking will be the sole responsibility of the Contractor. Health Canada does not reimburse for parking costs;
- 3.2.8 Holding trade licenses for all work they are responsible to perform during this project;
- 3.2.9 Assuming responsibility of any accident or damage caused by its employees and/or equipment to Health Canada property or personnel as a result of the Contractor's activities;
- 3.2.10 Assuming responsibility for the security of its equipment and materials during and after working hours. Health Canada shall not be liable for any vandalism, theft or loss.
- 3.2.11 Notifying the Project Authority of any on-site activity and obtaining approval to gain access to the building 48 hours before entering on site;
- 3.2.12 Taking all necessary steps to protect the workers from harm in accordance with revised statutes of the current Labour Canada codes. The Contractor, its employees, all sub-Contractors and all site visitors shall have the appropriate personal safety equipment and training prior to performing the work required;

- 3.2.13 The Contractor is required to meet all applicable codes and industry standards for the work required;
- 3.2.14 It may be necessary to supply detailed quotes with materials being used prior to the work being approved;
- 3.2.15 Contractors are to supply detailed invoices including hours worked and materials used;
- 3.2.16 The Contractor is considered the Prime Contractor for the area and any building systems affected by your scope of work and is responsible for following safe work procedures as laid out in all applicable Occupation Health and Safety Regulations;
- 3.2.17 Scheduling all operations to prevent disruption of facility operations or building occupants;
- 3.2.18 All supplies that are needed shall be supplied by Contractor and must be new material;
- 3.2.19 All project related materials and debris must be disposed of at the Contractors expense and in a manner that conforms to local and municipal laws and regulations.
- 3.2.20 The Contractor must provide a Notice of Project to the Ministry of Labour prior to starting projects that meet the standards set out in section 6(1) of the Regulation for Construction Projects, O. Reg 213/91. The Notice of Project must be posted at the project site on each floor. See the following link: https://www.enop.labour.gov.on.ca/ENOPWeb/constructorInformation.do
- 3.2.21 The Contractor must provide a one (1) year warranty on materials and labour provided for each of the phases.
- 3.2.22 The Contractor must provide a maintenance manuals, HVAC s-built drawings, Electrical as-built drawings; this is too included but not limited to: architectural woodwork, millwork, flooring, painting, mechanical HVAC, Plumbing, and Electrical. A total of three (3) copies to be provided to the Project Manager.

3.3 Location of Work, Work Site and Delivery Point

- 3.3.1 Construction work can be conducted on site 24/7 on a weekday and anytime on weekend and statutory holidays.
- 3.3.2 Construction work may require to be conducted after hours starting at 5:00pm weekdays and anytime weekend for the following tasks; hot work permits, power shut downs and core drilling into concrete slab.
- 3.3.3 Deliveries and disposal of materials will take place before 8:00am or after 5:00pm during the week days and anytime on weekends. As SFB Bldg. is occupied during regular hours from Monday to Friday 8:00am to 5:00pm, therefore employees will require full access to the main hallways during regular business hours.
- 3.3.4 All personnel assigned to any contract resulting from this contract must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.
- 3.3.5 The work will be performed on the SFB Bldg. Ground, 2nd, 4th floor E Wing and 3rd floor B Wing, 251 Sir Frederick Banting Driveway in Tunney's Pasture complex Ottawa, Ontario K1A 0K9.

3.4 Language of Work

All work can be conducted in English language.

3.5 Insurance Requirements

The Contractor is responsible for ensuring that they manage and have relevant financial protection against the risks to which they are exposed, especially those over which they have control. Consequently, the general policy of the Government is not to indemnify Contractors against such risks. Normally, therefore, a general condition of every contract is that the Contractors indemnify and save the Crown harmless from all manner of claims and damages.

Insurance is for the protection of Contractors in support of their potential liability to indemnify the Crown and others, and only ultimately for the protection of the Crown.

The successful Bidder must also provide a copy of their WSIB Certificate prior to the commencement of the contract.

3.6 Project Schedule

- 3.6.1 The construction process will be complete in two (2) phases, as the building is an occupied space. The two (2) phases must be completed in the following stages, as preparation will be required to be completed by the Project Manger before each of the construction phases take place.
- 3.6.2 The Contractor must be available throughout the completion of the construction phases.
- 3.6.3 Work shall be performed upon contract award date and completed by the end of the first week of February, 2018.

3.7 Schedule and Estimated Level of Effort (Work Breakdown Structure)

The Contractor is to provide a detailed work breakdown and timeline structure and level of effort required to carry out the work upon contract award.

3.8 Location of Work, Work Site Delivery Point

The work is to be conducted at Sir Frederick Banting Building (SFB), 251 Sir Frederick Banting Driveway, Tunney's Pasture, Ottawa, Ontario, K1A 0K9.

4.0 Required Resources

The Contractor shall provide sufficient qualified personnel to accomplish promptly and satisfactorily all work included in this agreement. Prior to commencement, the Contractor shall provide the Project Authority a list of personnel assigned.

a) The Contractor shall ensure that all work is performed under the competent supervision of a Supervisor having full authority to act for the Contractor. Such supervision shall be provided for all work done by the Contractor's employees or any Sub-Contractor's employees to ensure performance in strict accordance with the provisions in this agreement.

5.0 Applicable Documents and Glossary

5.1 Applicable Documents(Attachments):

- 5.1.2 Architectural Drawings #A00 A13 and D01- D05
- 5.1.2 Mechanical Drawings #M1 M5
- 5.1.3 Electrical Drawings #E1- E5
- 5.1.4 Specifications Health Canada Sir Frederick Banting Fit-Up Project dated November 16, 2017.

5.2 Applicable Websites

SACC Manual

 $\underline{https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual}\\$