



**RETURN BIDS TO:**

**By mail: (indicate the NRCan-5000041458 number on the envelope)**

Natural Resources Canada  
Bid Receiving Unit - Mailroom  
1055, P.E.P.S., PO Box 10380  
Quebec, QC  
G1V 4C7  
Attention: France Bolduc

**INVITATION TO TENDER (ITT)**

**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.

**Issuing Office**

Finance and Procurement Management Branch  
Natural Resources Canada  
1055, P.E.P.S., PO Box 10380  
Quebec, QC  
G1V 4C7

<b>Title</b> Integration of a CO2 heat pump, CanmetENERGY, Varennes	
<b>Solicitation No.</b> NRCan-5000041458	<b>Date</b> October 9, 2018
<b>Client Reference No.</b> 149342	
<b>Solicitation Closes</b> <b>at 02:00 PM</b> (Eastern Daylight Savings Time (EDT)) <b>on October 24, 2018</b>	
<b>Address Enquiries to:</b>  <a href="mailto:france.bolduc@canada.ca">france.bolduc@canada.ca</a>	
<b>No de telephone</b> 418 648-5043	<b>No. de Fax</b> 418 648-2529
<b>Destination – of Goods, Services and Construction:</b>  Natural Resources Canada CanmetENERGY 1615 Lionel-Boulet Varennes, QC J3X 1S6	
<b>Security</b>  <b>There is no security requirements associated with this requirement.</b>	

**Instructions: See Herein**

<b>Vendor/Firm Name and Address</b>	
<b>Telephone No.:</b>	
<b>Facsimile No.:</b>	
<b>Email address :</b>	
<b>Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
_____	
_____	_____
<b>Signature</b>	<b>Date</b>



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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

**TENDER DOCUMENTS:** Firms intending to submit tenders on this project should obtain tender documents through the website

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

### INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

### LISTING OF SUBCONTRACTORS

As per GI06 of R2710T you should provide using Annex X at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.



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### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2018-06-21)**

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

- GI01 Integrity Provisions - Bid
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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 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 (2018-06-21)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

**\*\* In the complete text content: Delete:** "Public Works and Government Services Canada" and **Insert:** "Natural Resources Canada." **Delete:** "PWGSC" and **Insert:** "NRCan"

3. **Bids sent by email and/or fax will not be accepted**

### SI02 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 ([france.bolduc@canada.ca](mailto:france.bolduc@canada.ca)) as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than **seven (7)** calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed **ONLY** to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### SI03 MANDATORY SITE VISIT

There will be a site visit on **October 17, 2018 at 9:00 (EDT)**. Interested bidders are to meet at:

CanmetENERGY, 1615 Lionel-Boulet, Varennes, QC J3X 1S6

**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.**



#### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (418) 649-2529.

#### **SI05 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling at number (418) 648-5043.

#### **SI06 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).

#### **SI07 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI07 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 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 rights in law or under GI11 of R2710T.

#### **SI08 WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

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



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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGSC-TPSGC 506)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

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

## **SI09 FINANCIAL BID**

The total amount of the bid excludes taxes



## CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract-	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2018-06-21);
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	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2018-06-21);
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 closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/RI>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.





## SUPPLEMENTARY CONDITIONS (SC)

### SC01 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 fifteen (15) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
  - (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.
- 4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.
- 5) Deductible

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

### SC02 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

Contracting Authority is:

France Bolduc  
Procurement Specialist  
Natural Resources Canada

Tel: 418-648-5043  
[france.bolduc@canada.ca](mailto:france.bolduc@canada.ca)



Technical Authority is: *(To be completed at contract award)*

Name  
Title  
Natural Resources Canada

Tel:  
[xxx.name@canada.ca](mailto:xxx.name@canada.ca)

#### CS03 METHOD OF PAYMENT

As provided in the General Conditions [R2850D](#), GC5 – Terms of Payment (2016-01-28):

##### GC5.4 Progress payment

3. Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, Canada shall pay the Contractor an amount that is equal to:

95 percent of the value that is indicated in Canada's progress report if a labour and material payment bond has been furnished by the Contractor.

#### CS04 INVOICING INSTRUCTIONS

Invoices shall be submitted using **one of the following methods:**

E-mail:

[nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca](mailto:nrcan.invoiceimaging-servicedimageriedesfactures.nrcan@canada.ca)

**Note:** Attach "PDF" file. No other formats will be accepted.

**OR**

Fax:

Local NCR region: **613-947-0987**

Toll-free: **1-877-947-0987**

**Note:** Use highest quality settings available.

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers:

Contract number: \_\_\_\_\_ (*To be completed at contract award*)

**Invoicing Instructions to suppliers:** <http://www.nrcan.gc.ca/procurement/3485>



**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

Integration of a CO2 heat pump, CanmetEnergy, Varennes, Quebec

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

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

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

E-mail address: \_\_\_\_\_

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ excluding applicable tax(es).  
(amount in numbers)

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of (sixty) [ 60 ] days following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

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

**BA06 CONSTRUCTION TIME**

The Contractor shall perform and complete the Work no later than February 1<sup>st</sup>, 2019.

**BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX 1 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

**List of names:** All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

Name of Bidder: \_\_\_\_\_

OR

Name of each member of the joint venture:

Member 1: \_\_\_\_\_ Member 3: \_\_\_\_\_

Member 3: \_\_\_\_\_ Member 4: \_\_\_\_\_

Directors Identification:

NAME	SURNAME	TITLE



## APPENDIX 2 – CERTIFICATIONS ABORIGINAL DESIGNATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **ABORIGINAL DESIGNATION**

Who is eligible?

- a. An Aboriginal business, which can be:
  - i. a band as defined by the Indian Act
  - ii. a sole proprietorship
  - iii. a limited company
  - iv. a co-operative
  - v. a partnership
  - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

**OR**

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm
- Our Company is an Aboriginal Firm, as identified above.



## **ANNEX A - SPECIFICATIONS**

The Specifications appended to the invitation to tender (IT) package are to be inserted at this point and forms part of this document.

Documents off-pagination:

Mechanical and Electrical Specifications (185 pages)



## **ANNEX B – PLANS**

The Specifications appended to the invitation to tender (IT) package are to be inserted at this point and forms part of this document.

Documents off-pagination:

Plans (6 pages)



**ANNEX C - CERTIFICATE OF INSURANCE** (Not required at solicitation closing)

Description and Location of Work Integration of a CO2 heat pump, CanmetENERGY, Varennes	Project No. 149342
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Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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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		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		

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 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

<input type="text"/>	<input type="text"/>
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
<input type="text"/>	<input type="text"/>
Signature	Date D / M / Y





## General

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 Natural Resources Canada as an additional Insured.

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

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.

## Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047. The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).



## ANNEX D - LISTING OF SUBCONTRACTORS

- 1) In accordance with 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			