

IO-603702

INVITATION TO TENDER (ITT)

FOR THE PROVISION OF:

SUPPLY AND INSTALLATION OF STAIRS - 2B PENTHOUSE

COMMUNICATION RESEARCH CENTRE

FOR THE

**DEPARTMENT OF INNOVATION, SCIENCE AND ECONOMIC
DEVELOPMENT CANADA**

Note: Please read this Invitation to tender carefully for further details on the requirements and bid submission instructions.

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into five parts plus appendices as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 4 Certifications: includes the certifications to be provided;
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

2. Submission of Bids

2.1 Instructions for Submitting a Tender

Bidders must prepare their proposal in two (2) separately bound sections as follows:

SECTION 1 – TECHNICAL SUBMISSION (1 copy) (with no reference to price)

This section must include your response to the Mandatory Criteria as stated in Appendix C. To be considered responsive, a tender should also respond to the Essential Requirements of this solicitation as Precedent to Contract award. The responses to the essential requirements should be included in Section 1 of their technical tender.

SECTION 2 – FINANCIAL SUBMISSION (1 copy)

This section must include the duly completed and signed Bid and Acceptance Form provided in Appendix B of this ITT.

Note: Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Your tender may be submitted by the following delivery methods:

2.2 By e-mail: ic.crc-procurement.ic@canada.ca

When using the e-mail method, bids must be submitted in one e-mail with two (2) separate attachments clearly identified as follows:

- i) Technical Bid; and
- ii) Financial Bid.

All attachments must contain ITT number (IO-603702).

OR

2.3 Hard Copy to:

Communications Research Centre
Procurement and Contracting Unit
Building 2D, Room 138
3701 Carling Avenue
Ottawa, Ontario K2H 8S2

When using this Hard Copy delivery address method, bids must be submitted in two (2) separately sealed envelopes/parcels as follows:

1. Technical Bid; and
2. Financial Bid.

Bidders must ensure that the ITT number IO-603702 is clearly marked on all envelopes/parcels when tenders are delivered to the above mentioned address.

IMPORTANT NOTICE TO BIDDERS

Tenders submitted to any e-mail address or mailing address other than that stated herein will not be considered. The CRC will not assume responsibility for misdirected tenders. Tenders must be submitted before the specified tender closing date and time. The CRC will not assume responsibility for tenders received after the tender closing date and time.

Tenders must be submitted and received by January 2, 2019 on or before 2:00 p.m. Eastern Daylight Time.

3. General Conditions and Clauses

a) The following terms and conditions will be part and parcel of this ITT and the resulting contract:

GC1 General Provisions	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	R2550D (2016-01-28)
GC6 Delays and Changes in the Work	R2860D (2016-01-28)
GC7 Default, Suspension or Termination of Contract	R2870D (2008-05-12)
GC8 Dispute Resolution	R2884D (2016-01-28)

Supplementary Conditions:

Insurance terms	G1001C (2013-11-06)
Allowable Costs for Contract Changes under GC6.4.1	R2950D (2015-02-25)
Schedules of Wage Rates for Federal Construction Contracts	

b) 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: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

c) Schedules of Wage Rates for Federal Construction Contracts are included by reference and may be accessed from the Web site: http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

d) Bidders who submit an offer agree to be bound by the instructions, clauses and conditions of the ITT and accept the clauses and conditions of the resulting contract(s).

4. Enquiries - Solicitation Stage

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the ITT, from the issue date of the solicitation up to the closing date, are to be directed ONLY to the Contracting Authority named below. Enquiries and other communications are NOT to be directed to any other government official(s). Failure to comply with this paragraph may (for that reason alone) result in the disqualification of the tender. Enquiries must be IN WRITING. Enquiries must be received no less than three (3) working days prior to the ITT closing date to

allow sufficient time to provide a response. Enquiries received after that time might not be answered prior to the ITT closing date.

5. Mandatory Site Visit

A Mandatory Site Visit will be held at the CRC Campus located at 3701 Carling Avenue, Ottawa, ON, on **December 21, 2018 at 10:00 am**, Eastern Daylight Time.

Bidders who do not attend the mandatory site visit cannot submit a tender.

Bidders that are planning to participate in this Site Visit are asked to email ic.crc-procurement.ic@canada.ca to confirm their attendance; no later than one (1) working day prior to the Site Visit. Photo identification is required for access onto campus grounds.

Contact: Shawn Lafreniere via Guardhouse Reception (613-913-4019) upon arrival.

6. Management of the Resulting Contract

Contracting Authority	Alternate Contracting Authority
<p>Anne Nino Manager Procurement and Contracting Officer Communications Research Centre Canada Centre de recherches sur les communications Canada 3701 Carling Ave. 3701, avenue Carling PO Box 11490, Station H CP 11490, succursale H Building 2D, édifice 2D, room 138 Ottawa ON K2H 8S2 Ottawa (Ontario) K2H 8S2 (613) 998-1922 Anne.Nino@Canada.ca fax / téléc. (613) 991-4378 Web site / Site web : www.crc.ca Government of Canada Gouvernement du Canada</p>	<p>Gabrielle Pilon Procurement and Contracting Officer Communications Research Centre Canada Centre de recherches sur les communications Canada 3701 Carling Ave. 3701, avenue Carling PO Box 11490, Station H CP 11490, succursale H Building 2D, room 135 édifice 2D, salle 135 Ottawa ON K2H 8S2 Ottawa (Ontario) K2H 8S2 (613) 998-6424 gabrielle.pilon@canada.ca fax / téléc. (613) 991-4378 Site Web/Web site : www.crc.ca Government of Canada Gouvernement du Canada</p>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7. Conditions Precedent to Contract Award

A Condition Precedent to Contract Award shall be construed as a requirement that must be met prior to contract award (as opposed to a mandatory requirement that must be met at the bid closing date and time Appendix C – Mandatory and Rated Criteria of this ITT), and the Contracting Authority may, before award of any contract, seek clarification from the Bidder and/or make verification to validate any information submitted by the Bidder in this regard.

If a tender is recommended for award of a contract, Innovation, Science and Economic Development Canada (ISED) reserves the right to request the Bidder to provide to the Contracting Authority, prior to contract award, the documents enumerated hereunder that may apply and be used in the performance of the work under any resulting contract. At contract award, the Contracting Authority may include these documents into the resulting contract. Failure to comply with the request of the Contracting Authority, within the timeframe provided in the request, will render the tender non-responsive.

Examples:

1. A detailed cost breakdown of the labour and materials
2. A detailed project schedule identifying the timeline for the execution and completion of the work. The schedule must allow for any foreseen and unforeseen delays.
3. Proof of license to practice in the province of Ontario
4. Workers Compensation Certificate
5. Certificate of Insurance
6. Provide one (1) copy of table of contents of company Safety Manual.
7. Provide one (1) copy of current (valid) Fall Arrest Training certificates for all workers proposed for this quotation (Training will be verified by CRC Health and Safety Office).
8. Provide one (1) copy of current Confined Space Entry training certificates for all workers proposed for this requirement (Training will be verified by CRC Health and Safety Office).
9. A complete breakdown of the tasks to be performed, the expected deliverables including the types of equipment/gear and/or other aids that will be required for the execution of the work.
10. Certifications and information or documentation Precedent to Contract Award, are to be completed and submitted with the bid, but may be submitted afterwards.

If any of the required information/documents are not completed or submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority, within the timeframe provided in the request, will render the tender non-responsive.

Innovation, Science and Economic Development Canada reserves the right at its sole discretion to assess the adequacy and validity of the above specified documents prior to acceptance. Should any of these documents be found unacceptable, no further consideration shall be given and no contract shall be awarded to this Bidder. IC further reserves the right to proceed with the same process as above for the second-ranked lowest Bidder, etc., until a Bidder is found to have all of the requested documents acceptable to IC.

PART 2 - BIDDER INSTRUCTIONS

1. Purpose

The department of Innovation, Science and Economic Development Canada, specifically the Communications Research Centre (CRC) is seeking offers from Contractors interested in providing all labour, material, and equipment for the supply and installation of a fabricated steel stair case on the roof top of Building 2B located at the Shirleys Bay Campus.

The area of work shall be within the National Capital Region, specifically the complex of the Communications Research Centre (CRC) located at 3701 Carling Avenue, Ottawa, ON. The services will be required for a period commencing from contract award to March 31st, 2019.

2. Title of Project

SUPPLY AND INSTALLATION OF STAIRS - 2B PENTHOUSE

3. Background

Communications Research Centre Canada (CRC) is an Agency of Innovation, Science and Economic Development Canada, and custodian of the Shirley's Bay Campus. CRC is the Canadian Government's primary laboratory for research and development (R&D) in advanced telecommunications systems in radio, satellite, broadcasting and fiber optics. Building 2B underwent a new roof installation this past fall. The line of site and height afforded Building 2B make the roof top an ideal location to conduct research by the CRC research community.

The department of Innovation, Science and Economic Development Canada, specifically the Communications Research Centre (CRC) is seeking offers from Contractors interested in providing all labour, material and equipment for the supply and installation for a set of steel stairs in order to allow CRC researchers to safely access the top of the roof top penthouse to conduct experiments.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Tenders will be evaluated in two (2) separate steps as follows:

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory criteria;
- (b) An evaluation team comprised of representatives of Innovation, Science and Economic Development Canada will evaluate the bids.

Note: Innovation, Science and Economic Development Canada may choose to terminate the evaluation of any tender upon the first finding of non-compliance with a mandatory requirement.

Innovation, Science and Economic Development Canada reserves the right at its sole discretion to request certification, proof, references, substantiation, or any other information to support and validate the criteria enumerated below. Should the certification, proof, references, substantiation and/or any other information be found unacceptable for any reason as solely determined by Innovation, Science and Economic Development Canada, no further consideration shall be given and the Bidder will be declared non-compliant.

2. Basis of Selection

The tender that will be selected will have met all the mandatory and essential requirements as laid in Appendix C of the ITT and is expected to meet , and will have the lowest

- a) overall lump sum cost (applicable taxes included).

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract (e.g. labor, materials, tools, equipment and rentals used to perform the work, local travel, travel time, delivery or shipping charges, profit and overhead costs, and any other expenses related to the performance of the work under any resulting contract including sales taxes, other taxes except HST).

Innovation, Science and Economic Development Canada in no way guarantees that a contract will be issued based on this bid process. Due to financial limitations, Innovation, Science and Economic Development Canada reserves the right to terminate this bid process at any time.

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws enforced in Ontario.

3. Mandatory Criteria (see Appendix C).

PART 4 – CERTIFICATIONS

1. Certification Requirements of this ITT:

Note to Bidders: The certification requirements contained in Appendix D apply to this “Invitation to Tender”. Bidders must complete these certifications by filling in the appropriate spaces.

Failure to do so will result in rejection of the tender

PART 5 - RESULTING CONTRACT CLAUSES

1. Statement of Work

The Contractor shall perform and complete the Work as per the statement of work at Appendix A. The work must be performed at CRC Campus, Ottawa Ontario.

2. Standard Clauses and Conditions

All conditions and clauses identified herein by title, number and date are set out in the [Standard Acquisition Clauses and Conditions](#) (SACC) Manual, issued by Public Works Government Services Canada (PWGSC).

3. General Conditions

As per PART 1 - General Information, Item 3. - General Conditions and Clauses.

4. Contract Period

The period of the contract to be issued in response to this ITT will be from contract award to March 31st, 2019.

5. Option to extend the contract

N/A

6. Contracting Authority

The Contracting Authority for this ITT and any resulting contract is Anne Nino

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7. Project Authority

(To be entered at contract award)

8. Contractor's Representative

(To be entered at contract award)

9. Basis of Payment – Limitation of Expenditure

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Invitation to Tender (ITT).

10. Certifications

Compliance with the certifications provided by the contractor in its bid is a condition of the contract and subject to verification by Government of Canada during the entire contract period. If the contractor does not comply with any certification or it's determined that any certification made by the contractor in its bid is untrue, whether made knowingly or unknowingly, Government of Canada has the right, pursuant to the default provision of the contract, to terminate the contract for default.

11. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario and the relations between parties will be determined by these laws.

12. Replacement of Specific Individuals

If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

- (a) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement; and
- (b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

13. Priority of Documents

The documents listed below form part of and are incorporated into this Contract. If there is a discrepancy between the wording of one document and the wording of any other document, which appears on the list, the wording of the document, which first appears on the list, shall prevail over the wording of any document which subsequently appears on the list:

- a) The Contract document including appendices;
- b) General Conditions as per point # 3;
- c) Appendix A, Statement of work;
- d) The supplier proposal dated _____ (to be entered at contract award).

APPENDIX A - STATEMENT OF WORK

1.0 Purpose

The department of Innovation, Science and Economic Development Canada, specifically the Communications Research Centre (CRC) is seeking offers from Contractors interested in providing all labour, material, and equipment for the supply and installation of a fabricated steel stair case on the roof top of Building 2B located at the Shirleys Bay Campus.

The area of work shall be within the National Capital Region, specifically the complex of the Communications Research Centre (CRC) located at 3701 Carling Avenue, Ottawa, ON. The resulting contract period is specified in Appendix "B" Bid and Acceptance Form of the ITT.

2.0 Title of Project

SUPPLY AND INSTALLATION OF STAIRS TO 2B PENTHOUSE

3.0 Background

Communications Research Centre Canada (CRC) is an Agency of Innovation, Science and Economic Development Canada, and custodian of the Shirley's Bay Campus. CRC is the Canadian Government's primary laboratory for research and development (R&D) in advanced telecommunications systems in radio, satellite, broadcasting and fiber optics. There are permanent buildings and temporary buildings onsite with the earliest construction dates going back to 1950.

The department of Innovation, Science and Economic Development Canada, specifically the Communications Research Centre (CRC) is seeking offers from Contractors interested in the supply and installation of NEW galvanized stairs, labour, material and equipment for 2B penthouse stairs.

4.0 Project Requirements/Objectives

The project requires the services of a qualified Contractor to perform all work outlined in section 5.0 below, Scope of Work. It is a requirement of this project that the selected Contractor coordinate all required disciplines with other Contractors. The Contractor must provide a construction schedule to the CRC Project Manager prior to starting the work.

5.0 Scope of Work

The work as per the "Specifications and Supplementary Instructions" will involve but is not limited to:

- Contractor is responsible to provide a stair tower to access the roof from the exterior of the building 2B;
- Install new steel beam, rigid insulation, 38 x 89mm wood stud wall, 13mm plywood, 2-PLY MOD BIT. Membrane flashing, semi-ridged insulation, reinforcement membrane and fastener with disk.
- Patch and "make good" any and all surfaces cut, damaged, exposed or disturbed to comply with any statutory requirements and to CRC's acceptance
- Supply and install new steel structure (galvanized stairs) to be built as per the drawings and must be reviewed and stamped by a qualified professional to ensure they are built as per the drawings
- Supply and install NEW Built-In-Sleepers

- Contractor to submit shop drawings for all structural work and any work affecting the structure as per structural drawings by Cleland Jardine Engineering - Drawing No IP11496-S100, IP11496-S101 and IP11496-S102.
- Contractor to provide shop drawings for approval by CRC
- Drawings to be stamped by a qualified professional
- Remove existing roofing system in and around future stair structure
- Re-instate roofing system with air/vapour barrier, 75mm polyisocyanurate (polyiso) insulation – inorganic facer, sloped insulation (as per drawings) 6mm protection board and 2-ply modified bituminous membrane and built-in sleepers see attached details 6/3, 7/3 & 8/3
- It is the Contractors responsibility to coordinate the delivery and installation of the new steel structure with others and to properly seal the structure to the roof
- Co-ordinate with structural requirements included in scope of work and structural drawings, prepared by Fishburn Sheridan & Associates Ltd.

6.0 Project Constraints

The services rendered by the selected company will be in support of the Campus Operations directorate of Innovation, Science and Economic Development Canada.

The Contractor is expected to adhere to acceptable quality assurance and quality control (QA/QC) procedures throughout the project as per building codes and standards.

The Contractor shall execute the work with least possible interference or disturbance to the normal use of the premises and the existing building systems. The Contractor must make arrangements with the Project Authority to facilitate the work as stated.

The Contractor shall execute the work with the least possible amount of interference or disturbance to the normal use of the premises and the existing building systems. The Contractor must make arrangements with the Project Authority to facilitate the work as stated. Equipment producing excessive noise such as electrical generators will be permitted to operate between the hours of 08:00 to 16:00, and construction work will not be permitted during silent hours (18:00 to 06:00) without prior approval from the Project Authority.

7.0 Associated Documents

The Contractor is to make reference to the following document that will be provided as full sets at the job showing:

- IP11496-S100 - IP11496-S102 - Cleland Jardine Engineering
- Roof Plan Drawing No 18281DO - Stair Installation Fishburn Sheridan & Associates Ltd

All specifications and drawings provided by the CRC or on behalf of the CRC to the Contractor in connection with the resulting Contract belong to the CRC and must be used by the Contractor only for the purposes of performing the Work.

8.0 Project Details

Standards that apply:

Canada Labour Code.
Ontario Electrical Safety Code 25th Edition/2012.
National Fire Code.
National Building Code.
All other related Codes.

8.1 Schedule/Timeline

The Contractor must complete all the work on or before the date specified in Appendix B Bid and Acceptance Form of the ITT.

The Contractor is to provide an estimated project schedule upon award of contract. The schedule must allow for any foreseen and unforeseen delays.

8.2 Suspension of Work

Notwithstanding any wording specified in clause GC7.2 (2008-05-12) Suspension of Work under SACC R2870D, in the event of a work suspension, the Contractor shall update the work schedule with the assistance and approval of the Project Authority.

8.3 Project Implementation

During the Construction phase of the project the building will be occupied. Since the building must remain occupied during construction, the development of the construction strategy, which optimizes the needs of the Client/Owner with the requirements of the design and construction, will be an important part of the project. Generally, the following implementation requirements have been identified.

8.4 Use of Site and Facilities

Where security is reduced by work, the Contractor is to provide temporary means to maintain security.

Where elevators, dumbwaiters, conveyors or escalators exist, the Contractor may use these at the Project Authority's discretion. The Contractor is to protect existing equipment from damage, safety hazards and overloading.

Sanitary facilities are to be provided by the Contractor for the entire construction period. The sanitary facilities are to adhere to Ontario "Occupational Health and Safety Act and Regulations for Construction Projects". The Contractor must keep the facilities clean and coordinate the location of sanitary facilities with the Project Authority prior to delivery.

The Contractor is to provide waste dumpsters for collection of construction waste and make provision for periodic removal of waste from the site during construction. The Contractor must coordinate the location of the dumpsters with the Project Authority prior to delivery. All waste and debris are to be disposed off CRC property.

No cameras are permitted on site and no photographs shall be taken.

There is no parking available for Contractor's personnel within or near the building.

The Contractor is to keep the facilities clean and return the facilities back to its original condition once the work is completed.

SMOKING / VAPING IS PROHIBITED ON ALL ROOF TOPS AND SHOULD BE DONE IN DESIGNATED AREAS. Should a contractor be caught smoking / vaping on the roof, they will be asked to vacate the site immediately.

8.5 Protection of Public Traffic

The Contractor must:

Comply with requirements of Innovation, Science and Economic Development Canada, CRC traffic policy in force for regulation of traffic or use of roadways upon or over which it is necessary to carry out Work or haul materials or equipment.

Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to work.

Provide and maintain competent signal flag operators, traffic signals, barricades and flares or lanterns as required to perform work and protect public.

Place equipment in position to present minimum of interference and hazard to travelling public.

Keep equipment units as close together as working conditions permit and preferably on same side of travelled way.

Not leave equipment on travelled way overnight.

Not close any lanes of road without approval of the Project Authority. Before re-routing traffic erect suitable signs and devices in accordance with applicable codes.

Maintain access to property including overhead clearances for use by emergency response vehicles.

8.6 Site Storage

The Contractor must coordinate location of storage area with the Project Authority prior to delivery.

The Contractor is to not unreasonably encumber site with materials or equipment.

The Contractor must move stored products or equipment, which interferes with the operations of the Project Authority's other contractors.

8.7 Liabilities

The Contractor shall assume responsibility for any accident or damage caused by its employees and/or equipment to CRC property or personnel as a result of the Contractor's activities.

The Contractor shall assume responsibility for the security of its equipment and materials during and after working hours. CRC shall not be liable for any vandalism, theft or loss.

The Contractor shall be responsible for making whatever representations are necessary to the pertinent organizations in order to carry out the Work. The costs incurred in obtaining these documents shall be the responsibility of the Contractor.

The Contractor is responsible for notifying the Project Authority of any on-site activity, and obtaining approval to gain access to the Campus **48 hours** before entering the site.

8.8 Unplanned Shut-Down

The utilities provided to the Contractor by CRC will be subject to the requirements of the campus and may be cut off without prior notice at any time by its representatives.

CRC will not be liable for any damage or delay resulting from the interruption of these utilities.

8.9 Temporary Utilities

N/A

8.10 Health and Safety Program

The Contractor will be responsible to take all necessary steps to protect the workers from harm in accordance with revised statutes of the current Canada Labour Code.

CRC emergency procedures and fire, health and safety requirements applicable to work taking place on CRC property will be provided by the Project Authority to the successful Contractor. Adherence to the health and safety measures specified in that plan shall be mandatory for all on-site personnel and all site visitors.

All Contractor employees and all site visitors shall have the appropriate safety equipment and training.

The Contractor must be prepared to provide supporting documentation attesting to the suitability of the workers regarding project specific training requirements if requested by the Project Authority.

The Contractor must also be prepared to provide a copy of their company safety plan.

8.11 Working Hours

Unless advised otherwise and approved, the work performed at the Campus by the Contractor shall be carried out during normal working hours (07:00-18:00) during the week and shall be carried out with the least possible interference or disturbance to building occupants and Campus activities or operations. Contractors wishing to work outside these hours will require approval from the Project Authority.

8.12 Contract and Schedule Changes

The Project Authority is responsible for approving any modifications to the work schedule or to the technical content of the Work.

The Contractor will not implement any changes to the Work in the Contract before the Project Authority has authorized a Change Order. The Change Order will specify the nature of the change, the time frame in which it must be carried out and any additional cost associated to the change.

A copy of the approved Change Order will be provided to the Contractor and to the Project Authority by the Contracting Authority.

8.13 Equipment and tools

Supply equipment and tools to complete the work as per Project Authority instructions and/or Scope of Work; these have to be up to date, in good standing and CRC approved.

8.14 Materials

Unless otherwise specified, supply, deliver and install all materials required for project execution.

All materials to be new with manufacturer's seal intact and label; all materials and equipment used shall be UL, ULC or CSA approved for designated application.

The Contractor shall be responsible for having its materials delivered to the CRC loading dock, then transporting said materials from the loading dock to the work site within 12 hours of delivery.

CRC reserves the right to supply materials and parts, Contractor shall be responsible for transporting said materials from the warehouse to the work site.

8.15 Removal of Debris

Contractor shall remove from the work site at the end of each work shift or as instructed by the Project Authority all rubbish or debris generated from the work activity. Contractor will be responsible to clean the work area and any other space that has been affected by his activity. All debris shall be disposed into appropriate bins (i.e. metal, paper, garbage) provided by the CRC.

8.16 Training

Assign trained, qualified labour. Ensure that all resources assigned to projects have the training, certificates or licenses of qualification require by law prior to performing any work.

8.17 Permits, Licenses and Certificates

All permits, licenses and certificates of approval required for the Work to be completed under federal, provincial or municipal legislation shall be obtained by contractor prior or after project completion whatever the case might be; the contractor shall be responsible for any charges imposed by such regulation or legislation. Upon request, Project Authority might ask for a copy of such permit, license or certificate.

8.18 Service Availability

Ensure that labour is capable and available to perform the work according to the schedule agreed upon by the Contractor and the CRC within 2 days (48 hours) from receipt of request.

8.19 Invoicing and Estimates

Begin work only after receiving a work order or instruction issued by the CRC Project Authority. This work order or instruction, which shall be issued only after the CRC Project Authority and the Contractor have agreed on the cost of work, confirms that the CRC has approved the order. The Contractor must advise CRC Project Authority if the cost of the work will exceed the amount of the work order issued before continuing any work which exceeds the approved order. A revised work order will be issued confirming approval to proceed.

If such approval is not received in writing by the CRC Project Authority confirming the revised work order amount, CRC will not be responsible to pay any amount exceeding the initial cost of work.

Invoice the CRC after each work order is completed unless specified otherwise by the CRC Project Authority. All invoices must clearly indicate the work order number and be accompanied by a breakdown of work performed including hours, back-up invoices from suppliers and sub-trades showing actual amounts paid and mark ups, a Workplace Safety & Insurance Board (WSIB) certificate and statutory declaration for the second and all subsequent invoices.

The CRC Project Authority can request a Contractor to provide a free estimate for different work on the facility premises as repairs, new installations and retrofits. Quoted work might not necessarily be approved to proceed. If work is agreed upon, the invoice must be billed according to the above instructions with the necessary breakdown. The quote will be used as the value of the work order with the same applicable conditions stated above.

9.0 Management of the Project – Roles and Responsibilities

9.1 Project Authority: (To be entered at contract award)

The Project Authority (or assigned departmental representative) has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document. The Project Authority (or assigned departmental representative) is responsible for all matters concerning the technical content of the Work under this requirement.

Any proposed changes to the Scope of Work are to be discussed with the Project Authority or his assigned departmental representative.

9.2 Contractor:

The Contractor shall establish and maintain, throughout the duration of the contract, a team capable of effectively delivering the services described in this document and in keeping with the Project Construction Schedule.

The Contractor shall deliver the work within the time frame and assigned budget in accordance with the approved plan agreed to by the Project Authority.

Upon execution of the contract, the Contractor shall be responsible for producing all work in a conscientious and professional manner.

The Contractor shall coordinate project requirements with any and all other base building renovation work that will be underway.

9.3 Coordination with CRC:

Upon contract award, the Contractor shall:

Carry out services in accordance with this ITT directions given by the Project Authority.

Correspond only with the Project Authority at the times and in the manner dictated by the Project Authority. The Contractor shall not communicate with the client department unless so authorized in writing by the Project Authority.

Advise the Project Authority of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Contractor shall detail the extent and reasons for the changes and obtain written approval before proceeding.

Investigations and/or site reviews in public areas shall be performed during regular hours; access to office space/LAN room/Lab space must be arranged by the Project Authority.

Ensure all activities performed shall provide for the protection of the health and safety of the facility's occupants shall not disturb the facility's security systems and procedures and shall not disturb the operations performed in and around the facility.

9.4 Project Response Time Requirements:

It is a requirement of all projects covered under this ITT that the prime Contractor should be personally available to attend meetings within 48 hours' notice to the Project Authority's request (and respond to inquiries by email/phone within 24 hours), in the locality of the place of the work, and respond to inquiries from the date of the award of the Contract until final inspection and turnover.

The Contractor must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this ITT in a timely fashion.

9.5 Client Support:

Subject to applicable security restrictions, the Contractor will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned to the Project Authority on termination of the contract.

10.0 Security:

Security requirements are required when the Contractor and his subordinates are within the building. CRC will provide a Commissionaire, as required, upon 48hrs notification through the Project Authority.

The Contractor will supply the Project Authority with a list of names of employees and sub-contractors who will be accessing the site prior to starting work, once the contract is awarded.

Access to the site is subject to the following restrictions: The Contractor and his employees and

sub-contractors must sign in every day at the CRC Guard House Reception Building 1, and are subject to any other regulations as laid down by the Security Emergency Operations (SEO) and the Project Authority. All possible steps will be taken to provide the Contractor with access to the area at all times, however CRC activity may require some closure of the area.

Visitor badge must be prominently displayed at all times.

No audio/visual equipment or cameras are permitted in the buildings.

No cellular phones, 2-way radios or wireless phones are permitted in secure areas.

10.1 Site Access:

Any of the Contractor's personnel on the Campus must be approved by CRC. Unauthorized personnel are not allowed on the Campus for any reason.

10.2 Security Escort:

All personnel employed on this project shall always be escorted when accessing or working within the construction site areas within buildings during normal working hours. Personnel shall always be escorted in all areas outside of normal working hours.

The Contractor must submit an escort request to the Project Authority at least three (3) days before the service is needed. For requests submitted within the time mentioned above, the costs of the security escort will be paid for by the Project Authority.

Innovation, Science and Economic Development Canada, CRC site is a secure site. All contractors are restricted to the construction area. Contractors are not permitted access to occupied areas of the site and facilities outside of the construction zone.

11.0 Basis for Ownership of Intellectual Property

No intellectual property applies to this ITT.

APPENDIX B

**BID AND ACCEPTANCE FORM AND UNIT PRICE TABLE
UNIT PRICE TABLE AND BID AND ACCEPTANCE FORM**

PROJECT TITLE: SUPPLY AND INSTALLATION OF STAIRS - 2B PENTHOUSE

Note: Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

1. NAME AND ADDRESS OF THE BIDDER

Name:
Address:
Telephone:
Fax:
PBN (if applicable):
GST/HST Registration Number:

2. CONTACT PERSON FOR THE PURPOSE OF THE TENDER (AN AUTHORIZED REPRESENTATIVE OF THE BIDDER)

Name:
Title:
Telephone:
Fax:
Cell:
Email address:

3.0 OFFER:

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Invitation to Tender (ITT) for the Total Lump Sum Cost quoted hereunder.

3.1 Basis of Payment:

Bidders must specify below the all-inclusive Lump Sum Cost for the performance of the work under any resulting contract. It is requested that bidders also specify below the applicable HST amount and the Total Lump Sum Cost.

All-inclusive Lump Sum Cost: \$ _____

Applicable GST/HST Amount: \$ _____

TOTAL LUMP SUM COST: \$ _____

For greater certainty, the Bidder agrees that the Total Lump Sum Cost quoted above is inclusive of all costs (e.g. labor, tools, equipment and rentals used to perform the work, local travel, travel time, delivery or shipping charges, photographs, profit and overhead costs, and any other expenses related to the performance of the work under any resulting contract including sales taxes, other taxes except HST).

4. Method of Payment - Resulting Contract:

Monthly invoices will be submitted for payment based on value of work done contingent upon Innovation, Science and Economic Development Canada's satisfaction with the Work subject to the Project Authority's approval.

5. Insufficient Funding:

In the event that the lowest compliant bid exceeds the amount of funding allocated to the Work, Innovation, Science and Economic Development 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 25% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Innovation, Science and Economic Development Canada not be reached, Innovation, Science and Economic Development Canada shall exercise option (a) or (b).

6. BID VALIDITY PERIOD

It is understood that your tender will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the ITT.

7. ACCEPTANCE AND RESULTING CONTRACT

Upon acceptance of the Bidder's offer by Canada, a Contract shall be awarded to the Contractor. The resulting Contract shall constitute the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference into the Contract.

8. PERIOD OF THE RESULTING CONTRACT

The Work shall be performed in accordance with the Work schedules applicable under the resulting Contract. The Contractor agrees to complete the contract by October 31st, 2018.

9. ACKNOWLEDGEMENT AND CERTIFICATIONS OF THE BIDDER

By submitting a tender, the Bidder agrees, acknowledges and certifies that:

1. The tender () is or () is not (**place check mark in the applicable box**) submitted as a joint venture. If the Bidder is a joint venture, the Bidder must complete the certification located in Appendix D of this ITT.
2. All statements and information specified in their tender are accurate and factual, and we (the Bidder) are aware that Innovation, Science and Economic Development Canada reserves the right to verify any information provided in this regard and that untrue statements may result in the tender being declared non-responsive. In the event that the Contractor does not comply with any statement or that it is determined that any statement made by the Contractor in its tender is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.
3. By submitting a formal tender in response to this ITT, the Bidder's signature indicates acceptance of the terms and conditions applicable to this ITT and any resulting Contract. IC reserves the right to reject any tender including any condition proposed by the Bidder that would not be, in the opinion of the Contracting Authority, in Canada's interest.

10. PRIORITY DOCUMENTS FORMING PART OF ANY RESULTING CONTRACT

If there is a discrepancy between wordings in any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Contract for Construction;
- (b) The Standards Acquisitions Clauses and Conditions;
- (c) The Invitation to Tender, its Terms of Reference, Specifications, Drawings, any Appendices and Referenced Attachment(s); and
- (d) The Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s))

11. SIGNATURE(S)

I declare that I have the authority to bind the Bidder for all applicable purposes under this Bid and Acceptance Form.

(Signature of the authorized representative)

(Print name and title)

(Print company name)

(Date)

APPENDIX C - MANDATORY CRITERIA

Only proposals meeting all of the Mandatory Requirements will be considered.

Mandatory Requirements (Must be submitted at Tender Closing Date and Time)

To be considered responsive, a tender must meet all of the mandatory requirements of this solicitation. Tenders not meeting all of the mandatory requirements will be given no further consideration. Innovation, Science and Economic Development Canada may decide to terminate the evaluation upon the first finding of non-compliance of a mandatory requirement.

	YES	NO
MANDATORY CRITERIA		
Attend a Mandatory Site Visit at the CRC Campus at the CRC Campus located at 3701 Carling Avenue, Ottawa, ON, on December 21, 2018 at 10:00 am, Eastern Standard Time.		
Complete and submit the Financial Submission Form attached hereto as Appendix B. It must be submitted as a separate attachment than the Technical Proposal.		

Essential Requirements (Should be submitted at Tender Closing Date and Time)

To be considered for responsive, a tender should respond to the following essential requirements of this solicitation as Precedent to Contract award. The responses to the essential requirements below should be included in Section 1 of their technical tender.

	YES	NO
Essential Requirements		
The Bidder must be Certified as follows: Licensing, Certification or authorization; the proponent shall be licensed to provide these services to the full extent that may be required by provincial or territorial law in the province of Ontario. Bidders must complete, sign & submit within the technical bid, the certification forms located in Appendix D, Certifications, of this ITT.		
The Bidder must submit a copy of their \$2,000,000.00 General Liability Insurance.		

APPENDIX D - CERTIFICATIONS

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.

1.0 Certification Requirements of this ITT:

Note to Bidders: The following certification requirements apply to this Invitation to Tender. Bidders are requested to complete these certifications by filling in the appropriate spaces below and to include them with their tender.

Failure to do so will result in rejection of the tender

1.1 ACCEPTANCE OF CONDITIONS:

"We, _____ hereby offer to sell to Canada, under
(Company Name)

the terms and and/or supply conditions set out herein, the services listed herein."

SIGNATURE

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

1.2 VERIFICATION OF INSURANCE:

"We hereby certify that _____ has General
(Company Name)

Liability Insurance of at least \$2,000,000.00.

SIGNATURE

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

1.3 VERIFICATION OF LICENSE:

"We hereby certify _____ that all our
(Company Name)

Trades people are licensed to provide these services to the full extent that may be required by provincial law in the province of Ontario.

SIGNATURE

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

1.4 VERIFICATION OF WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

"We hereby certify that we hold a current and valid WSIB Certificate and will be maintained in force throughout the duration of any resulting Contract.

Signature: _____

COMPANY NAME: _____

(Print)

1.5 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION:

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human

Resources and Skills Development Canada (HRSDC) - Labour's website. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

SIGNATURE

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

1.6 LEGAL ENTITY AND CORPORATE NAME:

1. The bidder hereby certifies that it is a (circle one):
 - a. sole proprietorship;
 - b. partnership; or
 - c. corporate entity.
2. It was registered or formed under the laws of _____
3. Controlling interest/ownership (name if applicable) of the organization is held in the country _____

- of _____
4. Any resulting Supply Arrangement or Contract may be executed under the following corporate full legal name and at the following place of business:
- _____

1.7 CODE OF CONDUCT FOR PROCUREMENT:

- 1) The Bidder confirms that it has read the Code of Conduct for Procurement (<http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tcm-toc-e.html>) and agrees to be bound by its terms.
- 2) The bidder certifies that:
- (a) No corruption and no collusion took place in the preparation of its bid; and
 - (b) it has not committed an offence under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 "Selling or purchasing office", 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or Section 154.01 (Fraud against Her Majesty) of the Financial Administration Act.

SIGNATURE

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

1.8 ATTESTATION – FORMER PUBLIC SERVANT:

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

1.1 Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. A sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"Lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"Pension" means, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions

payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

1.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. Date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

1.3 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

1.9 JOINT VENTURE CERTIFICATION:

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single business enterprise, sometimes referred to as a consortium, to bid together on a requirement.

Bidders are requested to place a check mark (√) in the applicable box below to confirm whether the tender is/is not submitted as a joint venture.

YES the tender is submitted as a joint venture

NO the tender is not submitted as a joint venture

It is requested to the Bidder who bid as a joint venture to complete the certification below with the following information:

1. Composition of joint venture: (names and addresses of all members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):

Name and address of each member of the joint venture	Procurement Business Number (PBN)

2. The name of the representative of the joint venture, i.e., the member appointed by the other members to act on their behalf:

(Print Name)

3. The name of the joint venture (or the name of the company appointed to represent all members of the joint venture should a contract be awarded):

(Print Name)

4. Type of joint venture (check mark (√) applicable box):

<input type="checkbox"/>	incorporated joint venture
<input type="checkbox"/>	contractual joint venture
<input type="checkbox"/>	other

This certification must be signed by all members of the joint venture unless a representative of the joint venture has been appointed to represent all members of the joint venture.

The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the tender and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

Signature of all members of the joint venture or of the representative of the joint venture, as applicable:

Company Name	Print Name	Signature	Date

1.10 VERIFICATION OF EXPERIENCE:

"We hereby certify that _____ have
(Name of Company)

At least five (5) years of related experience in providing the services similar in scope to the project here-within described."

SIGNATURE

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

2. ATTESTATION

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

ATTESTATION SIGNATURE

We hereby certify compliance with the above noted certification requirements for:

- A. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – BID CERTIFICATION;
- B. LEGAL ENTITY AND CORPORATE NAME;
- C. CODE OF CONDUCT FOR PROCUREMENT ;
- D. A TTESTATION – FORMER PUBLIC SERVANT.

SIGNATURE

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

Signature

Date