

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

Bid submission envelopes are to be delivered to the following address prior to, September 20, 2019 at 2 pm Ottawa time

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

Attention:

Marie-France Gagnon

Telephone:

613-404-6723

Solicitation #: 1000214782

# **Invitation to Tender (ITT)**

A2. TITLE

Sir Frederick Banting Building Variable Frequency Drive Acquisition and Installation

A3. SOLICITATION NUMBER 1000214782

A4. SOLICITATION DATE

2019-09-05

## A5. AUTHORITY

The Authority for this ITT is:

Marie-France Gagnon
Senior Procurement and Contract Officer
Materiel and Asset Management Division
Chief Financial Officer Branch

Telephone:

Ottawa, ON K1A 0K9

613-404-6723

Email:

marie-france.gagnon@canada.ca

THIS ITT CONTAINS A SECURITY REQUIREMENT

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

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

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# 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".

# SUPPORT THE USE OF APPRENTICES

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI11.

## **INTEGRITY PROVISIONS - BID**

Important changes have been made to the Integrity Provisions - Bid as of July 3<sup>rd</sup> 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;
- General Instructions Construction Services Bid Security Requirements R2710T (2019-05-30);
- 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:

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

### SI3. Enquiries During the Solicitation Period

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation

period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.

- 2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### SI4. MANDATORY SITE VISIT

There will be a site visit on Wednesday September 11<sup>th</sup>, 2019 at 11:00 am. Interested bidders are to meet at the Sir Frederick Banting Bldg, 251 Sir Frederick Banting Driveway, Tunney's Pasture, Ottawa, ON K1A 0K9.

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 <u>Bidders who have not signed the attendance sheet will not be accepted.</u>

# Please confirm your presence by September 10th, 2 pm to:

## marie-france.gagnon2@canada.ca

Note that health and safety protection is to be worn by visitors.

#### SI5. REVISION OF BID

A bid may be revised by letter or E-mail to the contracting authority in accordance with GI10 of R2710T.

# SI6. EVALUATION PROCEDURES: LOWEST COMPLIANT

An evaluation team composed of representatives of Canada will evaluate the bids.

### SI7. INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

a. cancel the solicitation; or

b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

#### SI8. BID VALIDITY PERIOD

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA4 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2. If the extension referred to in paragraph 1 of SI8 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3. If the extension referred to in paragraph 1 of SI8 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### SI9. 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

# **PWGSC**, Industrial Security Services

http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html

# **PWGSC**, Code of Conduct and Certifications

http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html

# Standard Acquisition Clauses and Conditions (SACC) Manual

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

# Treasury Board Appendix L, Acceptable Bonding Companies

http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL

# SECTION II – SUPPLEMENTARY CONDITIONS (SC)

## SC1. SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

## SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- 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.

#### SC2. INSURANCE TERMS

SACC Manual Clause R2900D (2008-05-12) – General Conditions GC 10 – Insurance

- Commercial General Liability
- Builder's Risk/Installation Floater

# **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.

# 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. SACC Clause 2010C (2018-06-21) General Conditions Medium Complexity Services
  - e. 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	R2860D	(2019-05-30);
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);
Allow	able Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);

# **Supplementary Conditions**

- a. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- b. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- c. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</a>
- 3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

# SECTION IV - BID FORM (BF)

#### **BF1.** IDENTIFICATION

Sir Frederick Banting Building Variable Frequency Drive Acquisition and Installation 251, Sir Frederick Banting Driveway, Tunney's Pasture, Ottawa ON K1A 0K9

BF2.	BUSINESS NAME AND ADDRESS OF BI	IDDER		
Name:				
Address	3:	-	_	·
			<u>.</u>	
Telepho	one:		_	
			_	
BF3.	The Offer			

# COMBINED PRICE CONTRACTS (WITH UNIT PRICES)

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the total bid amount indicated in appendix 1.

### BF4. BID VALIDITY PERIOD

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

### BF5. ACCEPTANCE AND CONTRACT

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

## **BF6.** Construction Time

The Contractor shall perform and complete the Work by March 31<sup>st</sup>, 2020.

## 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. Refer to Annex D, Conditions Prior to Contract Award

BF8.	SIGNATURE
DPO.	- ORTHALUKE

Name and title of person authorized to sign on beh	alf of Bidder (Type or print)
Name	-
Title	-
	- Date

# 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.

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

	LUMP SUM AMOUNT  Excluding applicable	

### UNIT PRICE TABLE

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

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

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measur- ement	Estimated Quantity (EQ)	Price per Unit applicable taxe(s) extra (PU)	Extended amount (EQ x PU) applicable taxe(s) extra
1	Variable Frequency Drives for 575V Three phase	DanFoss FC102 Drive Details in Section 2 of SoW	125HP	2	\$	\$
2	Variable Frequency Drives for 575V Three phase	DanFoss FC102 Drive Details in Section 2 of SoW	250HP	1	\$	\$
		To the constraint of the Tolkinson	OTAL EXT		MOUNT (TEA) applicable taxe(s)	\$

TOTAL BID AMOUNT (LSA +TEA) \$ Excluding applicable taxe(s)	
Excluding applicable taxe(3)	

# APPENDIX 2 – INTEGRITY PROVISIONS (LIST OF NAMES)

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

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

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

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

**CONTRACTING AUTHORITY:** 

# APPENDIX 4 - DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

Name:	Marie-France Gagnon
Title :	Senior Procurement and Contract Officer
Department:	Health Canada
Division :	Materiel and Asset Management Division
Telephone:	613-404-6723
e-mail :	marie-france.gagnon2@canada.ca
TECHNICA	L AUTHORITY: To be provided at contract award
Name :	
Title :	
Department:	
Division :	
Telephone:	

e-mail:

## ANNEX A – STATEMENT OF WORK

#### SCOPE

### 1.1 Title

Sir Frederick Banting Building Variable Frequency Drive Acquisition and Installation

# 1.2 Background

Health Canada (HC) is custodian of the facility located at 251 Sir Frederick Banting known as the Sir Frederick G. Banting Research Centre. The building was built in 1978 as a research facility with a state-of-the-art research and laboratory facility. In recent years the building has undergone some major renovations to accommodate program changes and to address the energy efficiencies of the building. The Sir Frederick Banting requires installation of electrical fan motors and supply and install of variable frequency drives.

Supplied electric motor data;

Made	CAT#	S/N	Voltage	HP	Amp	Frame	Class
Baldor	EM2559T5	C1612141527	575/3/60	125	114	405T	F
Baldor	EM2559T5	C1608291492	575/3/60	125	114	405T	F
Leeson	100121	DE954	575/3/60	250	215	449T	F4

### 2.0 Requirements

The contractor shall perform this construction work which is any work or undertaking in connection with a project, including, but not restricted to erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting or concreting, the installation of any machinery or plant, and ship repair/maintenance when in dry dock.

- 2.1 Supply, install and commission two (2) Variable Frequency Drives for 575V Three phase, 125 HP electric motors no bypass, No disconnect + Fuse;
- 2.2 Supply, install and commission one (1) Variable Frequency Drive for 575V Three phase, 250 HP electric motor, no bypass, no disconnect + fuse;

Variable Frequency Drives to be:

- DanFoss FC102 Drive 125HP
- Electro-mechanical bypass + disconnect
- Frame size NEMA1 D1

- Model: FC-102P110KT7
- MCB109 Option
- FLA: 155A
- DanFoss FC102 Drive 250HP
- Electro-mechanical bypass + disconnect
- Frame size NEMA1 D2
- Model: FC-102P180KT7
- MCB109 Option
- FLA: 242A
- 2.3 All associated installation services and commissioning that shall include, at minimum:
  - 2.3.1 Labor and material to install three (3) supplied electrical motors
- 2.3.2 Supply and install new wiring to existing MCC and include demolition of old wiring from MCC to all three motors,
- 2.3.3 VFD to be complete with compatible connections to Siemens existing BAS platform
  - 2.3.4 Start up and commissioning including report
  - 2.3.5 BAS control connections and configuring
  - 2.3.6 Make recommendations and lock in the open position the existing fan vane blades
  - 2.3.7 All work other than the specific motor connections work will be completed during regular business hours. Fan motor final connections will be completed after hours.
- 2.3.8 Confirm all necessary installation requirements and make available prior to start of project
  - 2.3.9 Provide shop drawings for approval
  - 2.3.10 Provide two copies of maintenance manuals
  - 2.3.11 To include sized dV/dT filters for each drive
- 2.3.12 To make the new adjustable motor bases available at the time of motor install. IF the base is not required, then they can be returned at no charge to the HC

# 3.0 Specifications and Standards

The contractor must ensure all work is performed in accordance with all applicable codes, standards, regulations and manufacturer's recommendations, the Electrical Service Authority of Ontario (ESA) and the Canadian Electrical Code. The contractor must provide an ESA permit.

Materials shall be new and work shall conform to the minimum standards of the Canadian General Standards Board, the Canadian Standards Association, the National Building Code of Canada 2015 (NBC) the National Fire Code 2015 (NFC) and all applicable, federal, provincial and municipal codes, laws and by-laws, and to all standards mentioned herein.

Carry-out work using a Contractor who holds a valid licence issued by the Province in which the work is being contracted.

Taking all necessary steps to protect the workers from harm in accordance with revised statues of the current Labour Canada and Electrical Safety codes. The Contractor, its employees, all subcontractors and all site visitors shall have the appropriate personal safety equipment and training prior to performing the work required.

# 3.1 Technical, Operational and Organizational Environment

Work to be coordinated and scheduled access to the site will be through the Project Manager.

# 3.2 Method and Source of Payment

The work will be monitored and accepted by the Project Manager.

# 3.3 Reporting Requirements

All communications and submissions by the Contractor will be coordinated through the Project Manager.

## 3.4 Project Management Control Procedures

The individual identified in the proposed contract as the Project Manager will oversee the work to ensure it is brought in on time and approvals required internal to Health Canada are addressed in a timely manner.

Change in Scope of Work will require prior approval by the Project Manager prior to beginning any work and will require the approval and amendment to the contract by the Contract Authority.

#### 4.0 Additional Information

# 4.1 Canada's Obligations

Health Canada will coordinate site access availability for information gathering and construction. Health Canada will be on site or available during the entirety of this project.

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 Manager 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)

# 4.2 Contractor's Obligations

The Contractor will be responsible for the following:

- .1 Carrying-out services in accordance with approved documents and directions given by the Project Manager.
- .2 Directing all correspondence to the Project Manager and not communicating with the client directly.
- .3 Advising the Project Manager 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.
- .4 Ensuring all activities performed provide for the protection of Health Canada and Safety of the facility's occupants, not disturbing the facility's security systems and procedures and not disturbing the operations performed in and around the facility.
- .5 Their own transportation and parking costs during the entire project life cycle. Paid visitor parking is available at the Tunney's Pasture locations.
- .6 Tracking and completing all contract deliverables/tasks.
- .7 Carry-out work using only qualified licenced certified workers or apprentices in accordance with Provincial, Territorial, act respecting manpower vocational training and qualification. Permit employees registered in Provincial, Territorial apprentices program to perform specific tasks only if under direct supervision of qualified licenced workers. Determine permitted activities and tasks by apprentices based on level of training attended and demonstration of ability to perform specific duties.
- .8- 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.
- .9- 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.
- .10- Notifying the Project Manager of any on-site activity and obtaining approval to gain access to the building 48 hours before entering on site.

# 4.3 Location of Work, Work Site and Delivery Point

The work is to be conducted at the at the Sir Frederick Banting Building, (SFB).

# 4.4 Language of Work

All work can be conducted in either official language.

# 5.0 Project Schedule- Expected Start and Completion Dates

The work is to be completed no later than March 31<sup>st</sup>, 2020 and shall be performed during regular hours and after regular working hours Monday to Friday from 18:00 to 06:00 and/or on weekends. When it is necessary to shut down the system, or when entry into laboratory space is required, arrangements must be made with the Project Manager. These shutdowns take approximately 3 weeks from receipt of the schedule until the shutdown/works can be completed. Details must be provided as to what portion of the system will be out of service and the duration. Work that can be done during regular working hours are those that do not affect the running of the equipment during operational hours. i.e. installing electrical wiring.

# 6.0 Applicable Documents

## .1 Applicable Websites

Insurance Terms (Real Property Contracting 5.R)

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

Certificate of Insurance (form PWGSC-TPSGC 357) http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf

SACC Manual

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

# 7.0 Fire Safety

- .1 Comply with both the National Building Code of Canada 2015 (NBC) and the National Fire Code of Canada 2015 (NFC) for safety of persons in buildings in the event of a fire and the protection of persons in buildings in the event of a fire and the protection of buildings from the effects of fire, as follows:
- .1.1 The National Building Code (NBC): for fire safety and fire protection features that are required to be incorporated in a building during construction.
- .1.2 The National Fire Code (NFC)
- .1.2.1 The on-going maintenance and use of the fire safety and fire protection features incorporated in buildings

- .1.2.2 The conduct of activities that might cause fire hazards in and around buildings
- .1.2.3 Limitations on hazardous contents in and around buildings
- .1.2.4 The establishment of fire safety plans
- .1.2.5 Fire safety at construction and demolition sites
- .2 Welding and cutting:
- .1 Before welding, soldering, grinding and/or cutting work, obtain a permit from the Technical Authority. No hot work shall be undertaken unless authorized by the Technical Authority.

### 8.0 Environmental Protection

The Contractor shall conform to all of the following legislation where applicable.

- 1. Federal Legislation
  - a. Canada Labour Code, Part II, Sections 124 and 125
    - i. Canada Occupational Health and Safety Regulations
  - b. Canadian Environmental Protection Act, 1999 (CEPA, 1999)
    - Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197)
      - Canadian Council of Minister of the Environment (CCME)
         Environmental Code of Practice for Aboveground and
         Underground Storage Tank Systems Containing Petroleum and
         Allied Petroleum Products
      - 2. National Fire Code of Canada (NFCC)
      - 3. CAN/CSA B139 Installation Code for Oil-Burning Equipment
    - ii. PCB Regulations (SOR/2008-273)\*\*
  - c. Hazardous Product Act, 1985
  - d. Hazardous Materials Information Review Act, 1985
  - e. Fisheries Act, 1985
  - f. Transportation of Dangerous Goods Act, 1992 (TDGA)
- 2. Provincial Legislation
  - a. Ontario Occupational Health and Safety Act
    - i. O.Reg. 490/09: Designated Substances
  - b. Technical Standards and Safety Act, 2000
    - i. O.Reg. 213/01: Fuel Oil
    - ii. O.Reg. 215/01: Fuel Industry Certificates
    - iii. O.Reg. 216/01: Certification of Petroleum Mechanics
  - c. Ontario Environmental Protection Act

- i. O.Reg. 347/09: General Waste Management
- ii. O.Reg. 362/90: Waste Management PCB\*\*
- d. Fire Protection and Prevention Act
  - i. O.Reg. 213/07: Fire Code
- 3. Municipal Legislation
  - a. Sewer Use (By-law No. 2003-514)

# 9.0 Site Safety

The Contractor is to provide to the Departmental Representative, a company Safe Work Procedure and a Safe Work Practice. A safety plan may be required by the Departmental Representative.

### 10.0 Required Resources

The contractor is to provide a list of all required resources proposed to do the work.

### 11.0 Subcontracting

- .1 Neither the whole nor any part of the work may be subcontracted by the Contractor without the written consent of the Departmental Representative.
- .2 The Contractor shall notify the Departmental Representative in writing of the Contractor's intention to subcontract.
- .3 The Contractor shall notify the Departmental Representative in writing identifying the part of the work, and the subcontractor with whom it is intended to subcontract.
- .4 If the Departmental Representative objects to a subcontracting pursuant, the contractor shall not enter into the intended subcontracting.
- .5 Neither a subcontracting nor the Departmental Representative's consent to a subcontracting by the Contractor shall be construed to relieve the Contractor from any obligation under the contract or to impose any liability upon the Government of Canada.
- .6 Should the Departmental Representative consent to the subcontractor, all submittal requirements in this contract shall apply. Submittals shall be made for review by the Departmental Representative prior to the subcontractor being permitted to enter the construction site.

# ANNEX B SECURITY REQUIREMENT CHECKLIST (SRCL)

See below

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# ANNEX C-CERTIFICATE OF INSURANCE

Health Canada/Santé Canada

# **CERTIFICATE OF INSURANCE**

Description and Location of V Sir Frederick Banting Installation		quency Driv	ve Acquisitio	n and	Project No. MH-1400 1000214782			
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Additional Insured IP3. Her Majesty the	Queen in Right of Canac	la as represer	nted by the Mi	nister of Health (	Canada			
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# ANNEX D - CONDITIONS PRECEDENT TO CONTRACT AWARD

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

- C1 The Bidder must provide proof of all employees' WHIMS certification.
- C2 The Bidder must provide proof e.g. letter/certificate and number demonstrating they are in good standing with WSIB (Workmen's Compensation) and covered for the duration of the project.
- C3 The Bidder must provide a copy of their Health and Safety Policy and Program plan
- C4 The Bidder must provide a copy of their Site Specific Health and Safety Plan for the proposed construction work within one work week from date of contract award.
- C-5 The Bidder must provide a Bid Bond in the amount of 10% of the contract value

# ANNEX E - LISTING OF SUBCONTRACTORS

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

	Subcontractor	Division	Estimated value of work
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