



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des  
soumissions → TPSGC

10th Floor, 4900 Yonge Street /

10e étage, 4900 rue Yonge

Toronto

Ontario

M2N 6A6

## INVITATION TO TENDER

## APPEL D'OFFRES

**Tender To: Public Works and Government Services  
Canada**

We hereby offer to sell to Her Majesty the Queen in right of  
Canada, in accordance with the terms and conditions set  
out herein, referred to herein or attached hereto, the goods,  
services, and construction listed herein and on any attached  
sheets at the price(s) set out therefor.

### Soumission aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux annexes  
ci-jointes, les biens, services et construction énumérés  
ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada  
Ontario Region

10th Floor, 4900 Yonge Street

Toronto

Ontario

M2N 6A6

<b>Title - Sujet</b> Fit-Up, Fume Hoods and Casework	
<b>Solicitation No. - N° de l'invitation</b> 31184-213621/C	<b>Date</b> 2020-02-11
<b>Client Reference No. - N° de référence du client</b> 31184-213621	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWL-037-2514
<b>File No. - N° de dossier</b> PWL-9-42061 (037)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-02-27</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dhillon, Ambreen	<b>Buyer Id - Id de l'acheteur</b> pwl037
<b>Telephone No. - N° de téléphone</b> (416) 318-9360 ( )	<b>FAX No. - N° de FAX</b> (416) 952-1257
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b>	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **INVITATION TO TENDER Fume Hood Fit-Up at NRC Building Mississauga, ON**

### **IMPORTANT NOTICE TO BIDDERS**

#### **TWO-ENVELOPE BID**

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI05 of the Special Instructions to Bidders.

#### **PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY**

##### **Prompt Payment Principles**

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- Promptness: The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- Transparency: The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- Shared responsibility: Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices.

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

#### **PWGSC UPDATE ON ASBESTOS USE**

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

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### R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

The following sections of clause R2710T are set out in Web site;

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

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
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pwl037

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CCC No./N° CCC - FMS No./N° VME

**APPENDIX 1 INTEGRITY PROVISIONS**

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
2. Bidders responding to this ITT are requested to submit a full and complete quotation refer to SI05 'Submission of Bid'.

### **SI02 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (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.

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

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address [ambreen.dhillon@tpsgc-pwgsc.gc.ca](mailto:ambreen.dhillon@tpsgc-pwgsc.gc.ca) Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI04 SITE VISIT**

1. There will be no site visit for this requirement.

### **SI05 SUBMISSION OF BID**

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. The Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:

- a. Solicitation Number;
  - b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 1 - QUALIFICATIONS;
  - b. Solicitation Number; and
  - c. Name of Bidder.
4. The Bid and Acceptance Form (BA), and Bid Security if applicable, shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 2 - PRICE;
  - b. Solicitation Number; and
  - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

#### **SI06 REVISION OF BID**

Paragraphs 1 and 3 of GI10 of R2710T are replaced by the following;

A bid submitted in accordance with these instructions may be revised by physically delivering a new price envelope, provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:

- a. REVISED ENVELOPPE 1- QUALIFICATION and/or REVISED ENVELOPPE 2 – PRICE,
- b. Solicitation Number, and
- c. Name of Bidder

OR

Ensuring all related information above is included a bid may be revised by facsimile. All monetary revisions to tender amounts must be stated as an addition or deletion to the initially tendered bid price. The facsimile number for receipt of revisions is (416) 952-1257.

#### **SI07 OPENING OF BIDS / EVALUATION**

1. There will be no public opening at bid deposit time.
2. Envelope 1 - Qualifications - will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned to the bidder.
3. Envelope 2 Price -:Submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
4. The responsive bid carrying the lowest price will be recommended for contract award.
5. Bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to tender following completed evaluation.

#### **SI08 COMPLETION OF SUBMISSION**

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

#### **SI09 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.

#### **SI10 DEBRIEFINGS**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

#### **SI11 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above 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. above is not accepted in writing by all those who submitted bids then Canada will, 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.

#### **SI12 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided one electronic copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of one will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

#### **SI13 WEB SITES**

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

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

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services

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

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>



## CONTRACT DOCUMENTS (CD)

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

GC1 General Provisions	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	(2019-05-20);
GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8 Dispute Resolution	R2880D	(2016-01-28);
GC9 Contract Security	R2890D	(2018-06-21);
GC10 Insurance	R2900D	(2008-05-12);
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and acceptance of the bid; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

#### **GC1.6 Indemnification by the Contractor**

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **SC02 INSURANCE TERMS**

- 1) **Insurance Contracts**
  - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.
- 2) **Period of Insurance**
  - (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
  - (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) **Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) **Insurance Proceeds**

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

5) **Deductible**

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

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

31184-213621  
NRC Fume Hood Installation and Fit-Up  
Mississauga, ON

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

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

Operating Name (if any): \_\_\_\_\_

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

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

E-Mail address: \_\_\_\_\_

Industrial Security Program Organisation Number (ISP ORG#) \_\_\_\_\_  
(when required)

### BA03 THE OFFER

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

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

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 30 days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

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

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within (25) weeks from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - R2710T - General Instructions - Construction Services - Bid Security Requirements.

### BA08 SIGNATURE

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

Signature

Date



## APPENDIX 2 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

### PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios\* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available on page 2 of 2.

If you accept fill out and sign page 2 of 2

*\* The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

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**Voluntary Certification**  
(To be filled out and returned with bid on a voluntary basis)  
(page 2 of 2)

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample  
“Voluntary Reports for Apprentices Employed during the Contract” provided at Annex C*

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

Signature: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

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### APPENDIX 3 - QUALIFICATIONS FORM

#### MANDATORY QUALIFICATIONS AND SUBMISSIONS "ENVELOPE ONE - QUALIFICATIONS"

**Any Bid that fails to submit the required information as listed below or fails to meet any of the mandatory qualifications herein shall be declared non-compliant and shall receive no further consideration. In the event that a bid is non-compliant with all mandatory qualifications and submissions, Envelope Two – PRICE, will be returned unopened.**

Evaluation of Requirements;

A summary of the evaluation SCALES are in the following table.

To be considered further, Bidders must achieve a pass rating of the indicated criterion, or criterion sub-element;

Criterion	Evaluation SCALE
Bidder's Qualifications	Scale 1
Bidder's Experience in Nanomaterials Laboratories	Scale 2
Planning / Scheduling	Scale 4
Performance Requirements and Design Intent Confirmation	Scale 5

The following information and associated forms must be included as part of the bid submission in "Envelope One - Qualifications".

#### 1. BIDDER'S QUALIFICATIONS

- a. Each bidder must provide three (3) projects completed by the bidder within the last five (5) years demonstrating previous experience on projects of similar context, scale, scope, and complexity specifically related to this tender scope. Projects must have been a minimum value of \$1,000,000.00. These forms must be included as part of the bid submission in "Envelope One - QUALIFICATIONS".
  - b. Each bidder must certify that they are or have installers with minimum of 5 years' experience in applications of products, systems and assemblies specified and with approval of Product manufacturers. These forms must be included as part of the bid submission in "Envelope One - QUALIFICATIONS".
- i. **Form No. 1 – Bidders' Experience in Installation**
  - ii. **Form No. 2 – Bidders certification of Minimum Experience.**

**The above Form No. 1 criteria will be evaluated in accordance with Scale 1.**

#### 2. BIDDER'S EXPERIENCE IN EXPLOSION RATED AND NANOMATERIALS LABORATORIES

- a. Each Bidder must provide with their bid, one (1) similar project that contains EX-approved laboratories and one (1) similar project that contains nano-material containment laboratories. Bidders must provide documentation of achieving compliance of ASHRAE and/or EU certification. Bidders must complete the forms included herein or a facsimile that includes all of the information contained therein. These forms must be included as part of the bid submission in "Envelope One - QUALIFICATIONS".

- i. **Form No. 3 – Bidders' Experience in Explosion Rated and Nanomaterials Laboratories**

**The above Form No. 3 criteria will be evaluated in accordance with Scale 2.**



### 3. SINGLE-SOURCE MANUFACTURING

- a. The bidder certifies that they will provide all laboratory casework and fume hoods under this contract from one manufacturer, unless otherwise indicated. The manufacturer is to assume responsibility for the design, fabrication, supply, installation, and testing / commissioning of all laboratory casework and fume hoods under this contract.

- i. **Form No. 5 - Bidder's certification of a Single-Source Manufacturer**

### 4. PLANNING / SCHEDULING

- a. The bidder shall provide a detailed production and installation schedule with a duration of no more than 25 weeks total. This schedule shall include all the milestones, proper sequencing, shop drawing production / submission / review timeframe, coordination and connections with base building systems, and hand-over dates for each lab module. This schedule must be included as part of the bid submission in "Envelope One - QUALIFICATIONS".

**The above schedule criteria will be evaluated in accordance with Scale 4.**

### 5. PERFORMANCE REQUIREMENTS AND DESIGN INTENT CONFIRMATION

- a. The purpose of this section is to ensure that the products and systems being carried by the bidder meets or exceeds the performance requirements as indicated in the specifications and meets or exceeds the design intent as indicated in the construction documents. The bidder shall provide technical product information for the following;
  1. Specification Section 11 53 13 – Laboratory Fume Hoods;
    - i. Components – Control and Monitoring
    - ii. Bench-Top Fume Hood
    - iii. Barrier-Free Fume Hood
    - iv. Explosion Proof Walk-in Fume Hood
    - v. Explosion Proof Bench-Top Fume Hood
    - vi. Permanent Enclosures
  2. Specification Section 11 53 43 – Laboratory Service Fittings;
    - i. Exhaust Arm
  3. Specification Section 12 35 10 – Laboratory Service Carriers;
    - i. Service Modules
    - ii. Service Column
    - iii. Removable Partitions
    - iv. Ceiling Support System
  4. Specification Section 12 35 53 – Laboratory Casework;
    - i. Laboratory Benches
    - ii. Under-Bench Units
    - iii. Self-Supporting Under Bench Units for Fume Hoods
    - iv. Suspended Cabinets
    - v. Laboratory Cabinets
    - vi. Exhaust / Speciality Storage Cabinets
    - vii. Specialty Benches and Tables
  5. Specification Section 12 35 54 – Steel Laboratory Casework;
    - i. Base Cabinets
    - ii. Upper Cabinets
- b. The provided technical product information must contain adequate information to allow PSPC and the NRC to confirm that the product meets or exceeds the performance and design intent requirements of the bid documents.
- c. This information must be included as part of the bid submission in "Envelope One - QUALIFICATIONS".

**The above criteria will be evaluated in accordance with Scale 5.**

### APPENDIX 3 - QUALIFICATIONS FORM

#### FORM No. 1

#### BIDDERS' EXPERIENCE IN INSTALLATION

(THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN  
ENVELOPE 1 – QUALIFICATIONS)

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

Title of Project: \_\_\_\_\_

Name and Location of Work  
(Municipality and Province): \_\_\_\_\_

Final Completion Date: \_\_\_\_\_

Final Value of all Work: \_\_\_\_\_

Contact Name of Project Client: \_\_\_\_\_

E-mail address & Telephone of  
Project Client: \_\_\_\_\_

Description of Project and  
Scope of Services; \_\_\_\_\_

\_\_\_\_\_  
***This is to certify that we acted as the Installer for the project referenced above.***

\_\_\_\_\_  
*Signature*

**The following must be completed by the Project Client of the project described under Form 1**

Date \_\_\_\_\_

This confirms that \_\_\_\_\_ (insert name of Installer) completed the project on our location \_\_\_\_\_ (insert name and address of PROJECT) valued at \$\_\_\_\_\_.00 (submit the Construction work value, taxes extra). The work carried out on this project has been completed to our satisfaction within the contract terms and conditions, schedule and agreed budget.

\_\_\_\_\_  
Signed by the Project Client's Responsible Authority or Project Consultant Engineer

\_\_\_\_\_  
Name of the Project Client

\_\_\_\_\_  
Telephone Number

***Please be advised PWGSC and the NRC reserves the right to contact the person named above to verify the information contained herein***

Solicitation No. - N° de l'invitation  
31184-213621/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwl037

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

### APPENDIX 3 - QUALIFICATIONS FORM

#### SCALE 1 BIDDERS' EXPERIENCE IN INSTALLATION

Evaluated Items	Pass or Fail
Similar Project No. 1	
Similar Project No. 2	
Similar Project No. 3	

Solicitation No. - N° de l'invitation  
31184-213621/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwl037

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

### **APPENDIX 3 - QUALIFICATIONS FORM**

#### **FORM No. 2 BIDDER'S CERTIFICATION OF MINIMUM EXPERIENCE**

**(THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN  
ENVELOPE 1 - QUALIFICATIONS)**

The Bidder hereby certifies that they are or have installers with minimum of 5 years' experience in applications of products, systems and assemblies specified and with approval of Product manufacturers..

\_\_\_\_\_  
*Signature*

Dated \_\_\_\_\_

### APPENDIX 3 - QUALIFICATIONS FORM

#### FORM No. 3

**BIDDERS' EXPERIENCE IN EXPLOSION RATED AND NANOMATERIALS LABORATORIES  
(THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN  
ENVELOPE 1 – QUALIFICATIONS)**

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

Title of Project: \_\_\_\_\_

Name and Location of Work  
(Municipality and Province): \_\_\_\_\_

Final Completion Date: \_\_\_\_\_

Final Value of all Work: \_\_\_\_\_

Contact Name of Project Client: \_\_\_\_\_

E-mail address & Telephone of  
Project Client: \_\_\_\_\_

Description of Project and  
Scope of Services; \_\_\_\_\_

\_\_\_\_\_  
***This is to certify that we acted as the Installer for the project referenced above.***

\_\_\_\_\_  
*Signature*

**The following must be completed by the Project Client of the project described under Form 3**

Date \_\_\_\_\_

This confirms that \_\_\_\_\_ (insert name of Installer) completed the project on our location \_\_\_\_\_ (insert name and address of PROJECT) valued at \$\_\_\_\_\_.00 (submit the Construction work value, taxes extra). The work carried out on this project has been completed to our satisfaction within the contract terms and conditions, schedule and agreed budget.

\_\_\_\_\_  
Signed by the Project Client's Responsible Authority or Project Consultant Engineer

\_\_\_\_\_  
Name of the Project Client

\_\_\_\_\_  
Telephone Number

***Please be advised PWGSC and the NRC reserves the right to contact the person named above to verify the information contained herein***

Solicitation No. - N° de l'invitation  
31184-213621/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwl037

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

### APPENDIX 3 - QUALIFICATIONS FORM

#### SCALE 2 BIDDERS' EXPERIENCE IN NANOMATERIALS LABORATORIES

Evaluated Items	Pass or Fail
Project No. 1 – Explosion Rated Laboratories	
Project No. 2 – Nano-Material Containment Laboratories	



### APPENDIX 3 - QUALIFICATIONS FORM

#### FORM No. 5 BIDDER'S CERTIFICATION OF A SINGLE SOURCE MANUFACTURER

**(THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN  
ENVELOPE 1 - QUALIFICATIONS)**

The Bidder hereby certifies that they will have a single-source manufacturer for the project.

1. Single Source Manufacturing:

- a. The bidder certifies that they will provide all laboratory casework and fume hoods under this contract from one manufacturer, unless otherwise indicated. The manufacturer is to assume responsibility for the design, fabrication, supply, installation, and testing / commissioning of all laboratory casework and fume hoods under this contract.

\_\_\_\_\_  
*Signature*

Dated \_\_\_\_\_

### APPENDIX 3 - QUALIFICATIONS FORM

#### SCALE 4 PLANNING / SCHEDULING

Evaluated Items	Pass or Fail
Schedule Completeness	
Indicated Milestones	
Proper Sequencing	
Shop Drawing Processes	
Base Building Coordination and Connections	
Lab Module Handover Dates	

### APPENDIX 3 - QUALIFICATIONS FORM

#### SCALE 5 PERFORMANCE REQUIREMENTS AND DESIGN INTENT CONFIRMATION

Evaluated Items	Pass or Fail
11 53 13 – Components – Control and Monitoring	
11 53 13 – Bench-Top Fume Hood	
11 53 13 – Barrier-Free Fume Hood	
11 53 13 – Explosion Proof Walk-in Fume Hood	
11 53 13 – Explosion Proof Bench-Top Fume Hood	
11 53 13 – Permanent Enclosure	
11 53 43 – Exhaust Arm	
12 35 10 – Service Modules	
12 35 10 – Service Column	
12 35 10 – Removable Partition	
12 35 10 – Ceiling Support System	
12 35 53 – Laboratory Benches	
12 35 53 – Under-Bench Units	
12 35 53 – Self-Supporting Under Bench Units for Fume Hoods	
12 35 53 – Suspended Cabinets	
12 35 53 – Laboratory Cabinets	
12 35 53 – Exhaust / Speciality Storage Cabinets	
12 35 53 – Specialty Benches and Tables	
12 35 54 – Base Cabinets	
12 35 54 – Upper Cabinets	

**ANNEX A - CERTIFICATE OF INSURANCE** (Not required at solicitation closing)  
**CERTIFICATE OF INSURANCE**Travaux publics et  
Services gouvernementaux  
CanadaPublic Works and  
Government Services  
Canada

Page 1 of 2

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured				
<i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE Page 2 of 2

### General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

**Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.**

### Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

### Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

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

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

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

**ANNEX B- VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)**

*(This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade