



**RETURN BIDS TO :**

**By email:**

[rncan.quebecbid-soumissionquebec.rncan@canada.ca](mailto:rncan.quebecbid-soumissionquebec.rncan@canada.ca)

This bid solicitation cancels and supersedes previous bid solicitation number NRCan- 5000059502 dated May 11<sup>th</sup> 2021 with a closing of June 11<sup>th</sup> 2021 and modify to June 18<sup>th</sup> 2021 at 2:00 PM Eastern Daylight Savings Time (EDT) .

A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

**INVITATION TO TENDER (ITT)**

**Tender To: Natural Resources Canada**

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

**Issuing Office**

Finance and Procurement Management Branch  
Natural Resources Canada  
1055 rue du PEPS  
Québec (Québec)  
G1V 4C7

<b>Title</b> IPAC – DX geothermal system with CO2	
<b>Solicitation No.</b> NRCan-5000059502/B	<b>Date</b> June 29 <sup>th</sup> 2021
<b>Client Reference No.</b> 166318	
<b>Solicitation Closes</b>  <b>At 02:00 PM Eastern Daylight Savings Time (EDT))</b>  <b>on August 13<sup>th</sup> 2021</b>	
<b>Address Enquiries to:</b> <a href="mailto:caroline.demers3@canada.ca">caroline.demers3@canada.ca</a>	
<b>Telephone No.</b>  418-254-3153	
<b>Destination – of Goods, Services and Construction:</b>  Natural Resources Canada CanmetÉNERGIE 1615 Blvd. Lionel-Boulet Varenes, QC J3X 1S6	
<b>Security</b> <b>There is no security requirement associated with this requirement.</b>	

**Instructions: See Herein**

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



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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### LISTING OF SUBCONTRACTORS

As per GI06 of R2410T you should provide using Annex C at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

#### COMPLIANCE WITH APPLICABLE LAWS

As per GI12 of R2410T, since the construction service is in Quebec, the bidder must hold a valid license from the Régie du bâtiment du Québec (RBQ) at the closing date of this Invitation to tender.



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### **R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (GI) (2020-05-28)**

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

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

### SI01 BID DOCUMENTS

1. The following are the bid documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services, R2410T (2020-05-28)
  - 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 R2410T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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

3. **Bids transmitted by mail or facsimile to NRCan will not be accepted.**

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI13 of R2410T, 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.

### SI03 OPTIONAL SITE VISIT

It is recommended that the bidder or its representative visit the site where the work will be executed. Arrangements have been made for the site visit, which will take place at:

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**1615 Lionel-Boulet Boulevard, P.O. Box 4800, Varennes, Québec, J3X 1S6**

**July 14, 2021 at 10:00 am EDT**

**Please register at the front desk upon arrival**



Bidders are requested to communicate with the Contracting Authority no later than forty-eight (48) hours before the visit **to confirm attendance** and provide the name (s) of the person (s) who will attend. Bidders could be asked to sign an attendance sheet. No other appointment will be granted to bidders who do not attend the visit or who do not send a representative. Bidders who do not attend the visit may still submit a bid. Any clarifications or changes made to the bid solicitation as a result of the site visit will be included in the bid solicitation as an amendment. A maximum of two (2) representatives per bidder is allowed for the site visit.

It is **mandatory** that bidders provide and wear safety shoes / boots, safety glasses and hard hat during the site visit. Bidders who do not wear safety shoes / boots, safety glasses and hard hat, will not be allowed to visit the site..

**Wearing a mask will also be required.**

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

In order to limit the impact of the **COVID-19** pandemic, GI08 of R2410T is amended as follow:

A bid submitted in accordance with these instructions may be revised by email provided the revision is received on or before the date and time bid closing limits. The email address is [nrcan.quebecbid-soumissionquebec.nrcan@canada.ca](mailto:nrcan.quebecbid-soumissionquebec.nrcan@canada.ca) and subject line of the email should mention the revision and invitation number. The document must bear the letterhead or signature identifying the bidder.

#### **SI05 BID RESULTS**

Due to the circumstances surrounding the **COVID-19** virus, all public opening are suspended until further notice. Upon closing of the RFP, the results of the RFP will be emailed to all bidders who have submitted a bid.

#### **SI06 INSUFFICIENT FUNDING**

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

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

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

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 of R2410T.



## **SI08 WEB SITES**

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

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

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

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

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

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

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

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

## **SI09 FINANCIAL BID**

The total amount of the bid excludes taxes



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

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

#### 4) Insurance Proceeds

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

#### 5) Deductible

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

### **SC03 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

Contracting Authority is:

Caroline Demers  
Senior procurement officer  
Natural Resources Canada  
[caroline.demers3@canada.ca](mailto:caroline.demers3@canada.ca)





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

Name  
Title  
Natural Resources Canada  
Tel:  
[xxx.name@canada.ca](mailto:xxx.name@canada.ca)

#### CS04 METHOD OF PAYMENT

As provided in the General Conditions [R2550D](#), CG5 – Terms of Payment (2019-11-28):

##### **Progress payment**

Where the duration of the Work is greater than thirty (30) days, the Contractor shall be entitled to receive progress payments. Each progress payment is subject to a holdback of 10% of the value of the part of the work performed and material described in the progress claim.

#### CS05 INVOICING INSTRUCTIONS

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

E-mail:

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

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

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

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: \_\_\_\_\_ (*To be completed at contract award*)

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



## CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract-	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2019-11-28);
GC6	Delays and Changes in the Work	R2865D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2884D	(2016-01-28);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/RI>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.



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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

IPAC – DX geothermal system with CO2

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

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

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

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

### BA03 THE OFFER

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

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

### BA04 BID VALIDITY PERIOD

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

### BA05 ACCEPTANCE AND CONTRACT

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

### BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work before November 30<sup>th</sup> 2021.

### BA07 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## APPENDIX 1 - INTEGRITY PROVISIONS

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

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

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

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

Name of the bidder : \_\_\_\_\_

OR

Name of each member of the joint venture:

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

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

Provide the names of the directors / owners:

NAME	FIRST NAME	TITRE



## APPENDIX 2 – CERTIFICATIONS ABORIGINAL DESIGNATION

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

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

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

### **ABORIGINAL DESIGNATION**

Who is eligible?

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

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

OR

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

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

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

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



## ANNEX A - STATEMENT OF WORK / MECHANICAL SPECIFICATIONS

See additional documentation



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

Description and Location of Work	Project No.
<b>IPAC – DX geothermal system with CO2</b> <b>Location of work : 1615, Lionel-Boulet, Varennes, Québec, J3X 1P7</b>	NRCan- 5000059502/B

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured

*Her Majesty the Queen in Right of Canada as represented by the Minister of Natural Resources Canada*

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$
<b>Pollution Liability</b>				\$		Aggregate \$
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	Date D / M / Y



### **General**

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

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Natural Resources Canada as an additional Insured.

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

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

### **Commercial General Liability**

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100. The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

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

The policy must have the following minimum limits:

- (a) **\$1,000,000** Each Occurrence Limit;
- (b) **\$2,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$1,000,000** Products/Completed Operations Aggregate Limit.

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

### **Contractors Pollution Liability**

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.





## ANNEX C - LISTING OF SUBCONTRACTORS

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

	SUBCONTRACTOR	DIVISION	ESTIMATED VALUE OF WORK
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			