

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
800 Burrard Street, 12th floor
800, rue Burrard, 12e étage
Vancouver
British Columbia
V6Z 2V8
Bid Fax: (604) 775-9381

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 -
Pacific Region**
800 Burrard Street, 12th floor
800, rue Burrard, 12e étage
Vancouver
British C
V6Z 2V8

| | |
|---|--|
| Title - Sujet Airport Runway Rehabilitation | |
| Solicitation No. - N° de l'invitation EZ899-123083/A | Date 2012-03-22 |
| Client Reference No. - N° de référence du client | GETS Ref. No. - N° de réf. de SEAG PW-\$PWY-025-6666 |
| File No. - N° de dossier PWY-1-34518 (025) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-12 | |
| Time Zone Fuseau horaire Pacific Daylight Saving Time PDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Fung, Donna(PWY) | Buyer Id - Id de l'acheteur pwy025 |
| Telephone No. - N° de téléphone (604) 666-9835 () | FAX No. - N° de FAX (604) 775-7526 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TC - Port Hardy Airport, Port Hardy, B.C. | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

EZ899-123083/A

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-1-34518

Buyer ID - Id de l'acheteur

pw025

CCC No./N° CCC - FMS No/ N° VME

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

CLAUSES REFERRED TO BY NUMBER (I.E. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE

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

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- SI05 Bid Results
- SI06 Insufficient Funding
- SI07 Bid Validity Period
- SI08 Construction Documents
- SI09 Web Sites

GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2011-05-16)

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 ~~Code of Conduct for Procurement~~ *Replaced, see SI01 3)*
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APPENDIX 1 - COMBINED PRICE FORM

Solicitation No. - N° de l'invitation

EZ899-123083/A

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

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-1-34518

Buyer ID - Id de l'acheteur

pw025

CCC No./N° CCC - FMS No/ N° VME

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 to Bidders [R2710T] (2011-05-16); As amended by paragraphs 3) 4) & 5) of SI01
 - (d) Clauses & Conditions identified in "Contract Documents";
 - (e) Drawings and Specifications;
 - (f) Bid and Acceptance Form and related Appendice(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 to Bidders 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>

R2710T SECTION GI01 "CODE OF CONDUCT FOR PROCUREMENT" IS DELETED AND REPLACED BY "CODE OF CONDUCT AND CERTIFICATIONS".

- 3) GI01 Code of Conduct and Certifications
 1. Bidders must comply with the Code of Conduct for Procurement. Furthermore, in addition to the Code of Conduct for Procurement, bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:
 - (a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;
 - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
 2. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.
 3. Bidders further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:

section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

4. For the purpose of this section, business concerns, organizations or individuals are Bidder's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Bidder that is charged or convicted, as the case may be.
5. The Contracting Authority will declare non-responsive any bid in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.
6. In circumstances where a bidder or any of the Bidder's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Bidder must provide with its bid, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.
7. The Bidder or any of the Bidder's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting contract arising from this bid solicitation.

R2710T SECTION GI12 "ACCEPTANCE OF BID" IS DELETED AND REPLACED BY "REJECTION OF BID".

4) GI12 Rejection of Bid

1. Canada may reject a bid where any of the following circumstances is present:
 - (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
 - (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - (c) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;

-
- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - (f) with respect to current or prior transactions with the Government of Canada:
 - (i) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - (ii) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
 - 2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
 - 3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
 - (i) reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - (ii) reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

R2710T SECTION GI14 "PROCUREMENT BUSINESS NUMBER" IS MODIFIED

- 5) GI14 Procurement Business Number
 - 1) Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

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 GI16 of R2710T "General Instructions to Bidders", 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 SITE VISIT

There will be a site visit on April 4, 2012. Interested bidders are to meet at the Airport Manager's Office, Port Hardy Airport, Port Hardy, B.C. Bidders may view the areas of the work site which are not available to the public between 10:00am and 3:00pm.

SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI11 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (604) 775-9381.

SI05 BID RESULTS

- 1) A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
- 2) Following solicitation closing, bid results may be obtained by calling the bid receiving office at Telephone No. (604) 775-9834.

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 SI01 4) of Special Instructions to Bidders

SI08 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of five (5), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 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§ion=text#apPL>

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

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

Performance Bond (form PWGSC-TPSGC 505)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

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

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

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>

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

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/index-eng.html>

SUPPLEMENTARY CONDITIONS (SC)

SC01 INSURANCE TERMS

- IT1 General
 - IT1.1 Proof of Insurance
 - IT1.2 Payment of Deductible
- IT2 Commercial General Liability
 - IT2.1 Scope of Policy
 - IT2.2 Insured
 - IT2.3 Period of Insurance
- IT3 Aviation Liability
 - IT3.1 Scope of Policy
 - IT3.2 Insured
 - IT3.3 Period of Insurance

IT1 General

IT1.1 Proof of Insurance

- 1) Before commencement of the Work, and within thirty (30) days after acceptance of its bid, the Contractor shall deposit with Canada a Certificate of Insurance (form PWGSC-TPSGC 357), available on Public Works and Government Services Canada Website (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>).
- 2) Upon request by Canada, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.
- 3) The insurance policies shall 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.

IT1.2 Payment of Deductible

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

IT2 Commercial General Liability

IT2.1 Scope of Policy

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
 - (a) an Each Occurrence Limit of not less than \$5,000,000;
 - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000; and
 - (c) a General Aggregate Limit of not be less than \$10,000,000 per policy year, if the policy is subject to such a limit.
- 2) The policy shall 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 building or land whether such support be natural or otherwise if the work is performed by the insured contractor.

IT2.2 Insured

The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

IT2.3 Period of Insurance

Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the Certificate of Substantial Performance.

IT3 Aviation Liability**IT3.1 Scope of Policy**

- 1) The insurance coverage shall Include:
 - (a) Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
 - (b) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.

IT3.2 Insured

- 1) The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.
- 2) Employees and, where applicable, Volunteers must be included as Additional Insured.

IT3.3 Period of Insurance

Unless otherwise directed in writing by Canada, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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 | (2011-05-16); |
| <i>As amended by paragraph 5)</i> | | |
| GC2 Administration of the Contract | R2820D | (2011-05-16); |
| GC3 Execution and Control of the Work | R2830D | (2010-01-11); |
| GC4 Protective Measures | R2840D | (2008-05-12); |
| GC5 Terms of Payment | R2850D | (2010-01-11); |
| GC6 Delays and Changes in the Work | R2860D | (2008-05-12); |
| GC7 Default, Suspension or Termination of Contract | R2870D | (2008-05-12); |
| GC8 Dispute Resolution | R2882D | (2008-12-12); |
| GC9 Contract Security | R2890D | (2011-05-16); |
| GC10 Insurance | R2900D | (2008-05-12); |
| Supplementary Conditions | | |
| Fair Wages and Hours of Labour - Labour Conditions | R2940D | (2010-01-11); |
| Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2007-05-25); |
| Schedules of Wage Rates for Federal Construction Contracts; | | |
 - (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>
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
- 4) The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Add to R2810D GC1 - General Provisions - New section GC1.20 "Code of Conduct and Certifications"

- 5) GC1.20 Code of Conduct and Certifications
 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.

-
2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
 - (a) payment of a contingency fee to a person to whom the Lobbying Act (1985, c. 44 (4th Supp.)) applies;
 - (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.
 3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:
 - (a) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or
 - (b) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.
 4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:
 - (a) either one controls or has the power to control the other, or
 - (b) a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.
 5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.
 6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

BID AND ACCEPTANCE FORM (BA)**BA01 IDENTIFICATION**

Runway Rehabilitation
Port Hardy Airport, BC

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

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 INDICATED IN APPENDIX 1.**

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of 30 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 work is to be completed by 30 October 2012.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI09 - Bid Security Requirements of R2710T - General Instructions to Bidders.

BA08 SIGNATURE

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

Signature

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.

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 Measurement | Estimated Quantity (EQ) | Price per Unit GST/HST extra (PU) | Extended amount (EQ x PU) GST/HST extra |
|------|-------------------------|--|---------------------|-------------------------|-----------------------------------|---|
| 0 | 01 11 05 | Mobilization and demobilization of equipment and plant. | ea | 1 | | |
| 2 | 02 41 13 | Remove existing up to 100 mm thick asphalt concrete pavement | m ² | 9,885 | | |
| 3 | 02 41 13.14 | Mill existing up to 70 mm thickness asphalt concrete pavement | m ² | 125,800 | | |
| 4 | 33 05 13 | Adjust manholes and catch basins | ea | 7 | | |
| 5 | 02 51 01 | Adjust water valve | ea | 3 | | |
| 6 | 31 22 14 | Common excavation | m ³ | 2,120 | | |
| 7 | 32 11 23 | Supply and install 25 mm size granular base material | tonne | 6,385 | | |
| 8 | 32 01 11.02 | Asphalt pavement crack routing, cleaning and filing | m | 9,650 | | |
| 9 | 32 12 16 | Supply and install 25 mm size lower course HMA pavement, including asphalt tack and prime coat | tonne | 16,600 | | |
| 10 | 32 12 16 | Supply and install 12.5 | tonne | 13,300 | | |

| Item | Specification Reference | Class of Labour, Plant or Material | Unit of Measurement | Estimated Quantity (EQ) | Price per Unit GST/HST extra (PU) | Extended amount (EQ x PU) GST/HST extra |
|--|-------------------------|--|---------------------|-------------------------|-----------------------------------|---|
| | | mm size surface course HMAC pavement, including asphalt tack and prime coat | | | | |
| 11 | 34 43 14 | Adjust Runway, Taxiway, and Apron edge lights height | ea | 110 | | |
| 12 | 34 43 14 | Adjust Runway, Taxiway, and Apron Pullpits pullpit height in asphalt paved area | ea | 11 | | |
| 13 | 32 01 16.01 | Runway grooving | m ² | 25,900 | | |
| 14 | 02 25 80 | Paint pavement marking, including glass beads | m ² | 7,050 | | |
| 15 | 02 51 01 | Adjust Water Valve | ea | 3 | | |
| 16 | 33 42 13 | Supply and install 450 diameter 2 mm thick wall corrugated metal drainage pipe, including flared end | lin m | 72 | | |
| 17 | 33 41 00 | Supply and install 450 diameter PVC storm sewer pipe | lin m | 32 | | |
| 18 | 33 41 00 | Supply and install 150 diameter PVC storm sewer pipe | lin m | 30 | | |
| 19 | 33 05 13 | Supply and install 900mm diameter precast Portland cement concrete new catch basin | ea | 1 | | |
| 20 | 03 33 00.01 | Reconstruct median and curbs | lin m | 120 | | |
| 21 | 32 92 19.16 | Regrade, topsoil, fertilize, and hydro seed shoulders and graded areas | m ² | 37,675 | | |
| TOTAL BID AMOUNT Excluding GST / HST | | | | | | \$ |

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PWY-1-34518

Buyer ID - Id de l'acheteur

pw025

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pw025

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWY-1-34518

NOTE TO TENDERERS: Use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. For revisions to tenders submitted by facsimile (fax # (604) 775-9381), use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING
Public Works & Government Services Canada
Room 1210 - 800 Burrard Street
Vancouver, B.C. V6Z 2V8**

Requisition No.: EZ899-123083/A

Tender Closing Date & Time: 12 April 2012 @ 14:00 PDT

Project Description: Airport Runway Rehabilitation
Port Hardy Airport, BC

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