

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Regional Manager/Real Property**  
**Contracting/PWGSC**  
**Ontario Region, Tendering Office**  
**12th Floor, 4900 Yonge Street**  
**Toronto, Ontario**  
**M2N 6A6**  
**Ontario**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal 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.

**Proposition 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Oshawa, ON implementation of barrie	
<b>Solicitation No. - N° de l'invitation</b> EQ754-133400/A	<b>Date</b> 2013-03-07
<b>Client Reference No. - N° de référence du client</b> R.062265.001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWL-003-1837	
<b>File No. - N° de dossier</b> PWL-2-35142 (003)	<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 2013-03-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dhanna, Sheila	<b>Buyer Id - Id de l'acheteur</b> pw1003
<b>Telephone No. - N° de téléphone</b> (416) 512-5855 ( )	<b>FAX No. - N° de FAX</b> (416) 512-5862
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Oshawa Harbour Marina Oshawa, ON X1X 1X1	


**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

<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>

**Issuing Office - Bureau de distribution**  
**Regional Manager/Real Property Contracting/PWGSC**  
**Ontario Region, Tendering Office**  
**12th Floor, 4900 Yonge Street**  
**Toronto, Ontario**  
**M2N 6A6**  
**Ontario**

<div>  <div>Public Works and Government Services Canada</div> </div>		Travaux publics et Services gouvernementaux Canada		Document No.EQ754-133400/A		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Implementation of phytohydraulic b arrier	Total		1	Each	\$	XXXXXXXXXXXX		

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## INVITATION TO TENDER

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- SI03 Optional Site Visit
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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 (2012-11-19)

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 and Certification - Bid
- GI02 Completion of Bid
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## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC 01 - Novation of the Contract**

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## **CONTRACT DOCUMENTS (CD)**

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- BA03 The Offer
- BA04 Bid Validity Period
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### **APPENDIX 1 - COMBINED PRICE FORM**

### **APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

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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 to Bidders R2710T (2012-11-19);
- 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>

### **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 G116 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 OPTIONAL SITE VISIT**

It is highly recommended that the Bidder or a representative of the Bidder visit the work site. to examine the scope of work and visit existing site conditions. Arrangements have been made for a tour of the work . The site visit will be held on March 20, 2013 at 10:00 A.M.

Interested bidders are to meet at 1621 Simcoe Street South. Oshawa, Ontario.

Bidders are requested to communicate with the Contracting Authority, Sheila Dhanna at sheila.dhanna@pwgsc.gc.ca or (416) 512-5855, to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation..

**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 (416) 512-5862.

**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 at telephone No. (416) 512-5558 / faxing at fax No. (416) 512-5862

**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 GI12 of R2710T "General 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 2, 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&section=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>



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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>

Standard Acquisition Clauses and Conditions (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](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](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](http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html)

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

[Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf)

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC 01 - Novation of the Contract**

1. At the request of Canada, the Contract in its entirety shall be novated [Novation is the entering into of a new contract rather than a transfer]to a third party.
2. A request pursuant to paragraph 1, above, shall be in writing and shall be at the sole discretion of Canada.
3. The Contractor shall complete and return the Novation Agreement, an example of which is attached, within five (5) working days following receipt of the request in paragraph 1, above. A request will be deemed to be received in accordance with GC 2.3.2 Notice provision. Failure to return the Novation Agreement may result in default and termination of the Contract.
4. As of the date of the execution of the Novation Agreement pursuant to paragraph 3, above, the transfer of the Contract by novation shall recognize the third party in place of Canada in respect of all rights, interests, undertakings, obligation and responsibilities of Canada arising under the Contract and release Canada from all liabilities, obligations and responsibilities under 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 (2012-11-19). GC2 Administration of the Contract GC3 Execution and Control of the Work GC4 Protective Measures GC5 Terms of Payment GC6 Delays and Changes in the Work GC7 Default, Suspension or Termination of Contract GC8 Dispute Resolution GC9 Contract Security GC10 Insurance Supplementary Conditions Insurance Terms Fair Wages and Hours of Labour - Labour Conditions Allowable Costs for Contract Changes Under GC6.4.1 Schedules of Wage Rates for Federal Construction Contracts;	R2810D  R2820D (2012-07-16); R2830D (2010-01-11); R2840D (2008-05-12); R2850D (2010-01-11); R2860D (2012-07-16); R2870D (2008-05-12); R2880D (2012-07-16); R2890D (2012-07-16); R2900D (2008-05-12);  R2910D (2008-12-12); R2940D (2012-07-16); R2950D (2007-05-25);
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- 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](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.

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Implementation of Phytohydraulic Barrier  
Oshawa Harbour Former Marina  
Oshawa, Ontario

### 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 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 within 140 Calendar days from the date of notification of acceptance of the offer.

### 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.

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**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## **APPENDIX 1 - COMBINED PRICE FORM (1 page)**

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

**LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

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

<b>LUMP SUM AMOUNT (LSA)</b> Excluding GST / HST
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**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
1	02 61 00	Contaminated soil removal and disposal	Metric tonne	400		
2	02 61 00	Uncontaminated soil removal and reuse	Cubic metre	100		
3	32 90 00	Populus x Canadensis capped soil	each	305		
4	32 90 00	Populus x Canadensis uncapped soil	each	146		
5	32 90 00	Populus deltoids capped soil	each	75		
6	32 90 00	Populus deltoids uncapped soil	each	20		
7	32 90 00	Populus balsamifera capped soil	each	79		
8	32 90 00	Populus balsamifera uncapped soil	each	23		
9	32 90 00	Populus grandidentata capped soil	each	69		
10	32 90 00	Populus grandidentata uncapped soil	each	19		
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding GST / HST						

**TOTAL BID AMOUNT**

<b>TOTAL BID AMOUNT (LSA + TEA)</b> Excluding GST / HST
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## **APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

***NOTE TO BIDDERS***  
***COMPLETE LIST OF THE CURRENT DIRECTORS OF THE BIDDER.***  
***(SURNAME AND GIVEN NAMES IN BLOCK LETTERS).***

***SURNAME***

***GIVEN NAMES***

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## NOVATION AGREEMENT

dated \_\_\_\_\_, 20\_\_ between

..... (the "**Contractor**"),

AND

Her Majesty the Queen in Right of Canada as represented by the  
Minister of Public Works and Government Services ("**Canada**")

AND

..... (the "**Construction Manager**").

Canada and the Contractor have entered into a Contract dated \_\_\_\_\_, 20\_\_ (the "**Contract**").

With effect from and including \_\_\_\_\_, 20\_\_ (the "**Novation Date**") Canada wishes to novate to the Construction Manager, and the Construction Manager accepts all the rights, liabilities, duties and obligations of Canada under and in respect of the Contract, with the effect that the Contractor and the Construction Manager will enter into a new Contract ("**New Contract**") between them having terms identical to those of the Old Contract, as more particularly described below.

Canada and the Contractor wish to be released and discharged, their respective obligations to each other under and in respect of the Contract.

Accordingly, the parties agree as follows:

### 1. Definitions.

Terms defined in the Contract are used herein as so defined, unless otherwise provided herein.

### 2. Release, Discharge and Undertakings.

With effect from and including the Novation Date and in consideration of the mutual representations, warranties and covenants contained in this Novation Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties):

- (a) the Contractor and Canada are each released and discharged from further obligations to each other with respect to the Old Contract and their respective rights against each other thereunder are cancelled, provided that such release and discharge shall not affect any rights, liabilities or obligations of the Contractor or Canada with respect to payments or other obligations due and payable or due to be performed on or prior to the Novation Date, and all such payments and obligations shall be paid or performed by the Contractor or Canada in accordance with the terms of the Old Contract; and

- (b) in respect of the New Contract, the Contractor and the Construction Manager each undertake liabilities and obligations towards the other and acquire rights against each other identical in their terms to the Old Contract (and, for the avoidance of doubt, as if the Construction Manager were Canada and with the Contractor remaining the Contractor, save for any rights, liabilities or obligations of the Contractor or Canada with respect to payments or other obligations due and payable or due to be performed on or prior to the Novation Date);

## **2. Acknowledgment**

The Contractor and Canada acknowledge and agree that the Contract is in full force and effect and that Canada is not in default under any of the terms of the Contract.

## **3. Representations and Warranties.**

Canada makes no representation or warranty and does not assume any responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of the New Contract or any documents relating thereto and assumes no responsibility for the Contractor, the Construction Manager or any other person or for the performance and observance by the Contractor, the Construction Manager or any other person of any of its obligations under the New Contract or any document relating thereto and any and all such conditions and warranties, whether express or implied by law or otherwise, are hereby excluded.

## **5. Costs and Expenses.**

The parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Novation Agreement.

## **6. Amendments.**

No amendment, modification or waiver in respect of this Novation Agreement will be effective unless in writing and executed by each of the parties.

## **7. Governing Law.**

This Novation Agreement will be governed by and construed in accordance with the laws of Ontario.

IN WITNESS WHEREOF the parties have executed this Novation Agreement on the respective dates specified below with effect from and including the Novation Date.

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**HER MAJESTY THE QUEEN in Right of  
Canada  
as represented by the Minister of Public  
Works and Government Services**

Per:

Name:

Title:

Per:

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

Title:

**CONTRACTOR**

Per:

Name:

Title:

I/We have the authority to bind the Corporation

Per:

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

Title:

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## CONSTRUCTION MANAGER

Per:

Name:

Title:

I/We have the authority to bind the Corporation

Per:

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

Title: