

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, 2nd floor
800, rue Burrard, 2e 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 Foreshore Erosion Protectio	
Solicitation No. - N° de l'invitation EZ899-140005/A	Date 2013-04-18
Client Reference No. - N° de référence du client	GETS Ref. No. - N° de réf. de SEAG PW-\$PWY-025-6977
File No. - N° de dossier PWY-3-36005 (025)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-13	
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) 775-6633
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: TC - Sandspit Airport, Sandspit, BC	

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

EZ899-140005/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw025

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

PWY-3-36005

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

This cancels and supersedes the previous Solicitation No. EZ899-130257/A dated May 17, 2012 which was due at 2 P.M. PDST on June 15, 2012.

INSURANCE TERMS

The Insurance Terms for this solicitation are amended. Refer to the Supplementary Conditions.

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GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2013-01-28)

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 Code of Conduct and Certification - Bid
- GI02 Completion of Bid
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- GI04 Goods and Services Tax/Harmonized Sales Tax
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BID AND ACCEPTANCE FORM (BA)

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- BA02 Business Name and Address of Bidder
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APPENDIX 1 - COMBINED PRICE FORM

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

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] (2013-01-28);
 - 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 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 May 2, 2013 at 2:00 pm. Interested bidders are to meet at the Airport Manager's Office, Sandspit Airport, Sandspit, BC.

Interested bidders are required to provide their name(s) and company names to Donna Fung at Donna.Fung@pwgsc.gc.ca no later than 24 hours prior to the site visit. The front gate commissionaires will only allow access to the site if previous visitor information is provided and name(s) appear on the visitor list.

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 telephone no. (604)775-9384.

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 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 PWGSC-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

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)

SC01 INSURANCE TERMS

Insurance Terms G1001C (2008-05-12)

The Contractor must comply with the insurance requirements specified. The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Marine Liability Insurance G5003C (2008-05-12)

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Transport Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must

apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Aviation Liability Insurance G2030C (2008-05-12)

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
 - f. 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.
 - g. 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.
 - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

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	(2012-11-19).
GC2 Administration of the Contract	R2820D	(2012-07-16);
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	(2012-07-16);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2012-07-16);
GC9 Contract Security	R2890D	(2012-07-16);
Supplementary Conditions		
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
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.

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

Airport Erosion Protection
Sandspit Airport, Sandspit, 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 thirty [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 Contractor shall perform and complete the Work within twelve [12] weeks 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.

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	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	Mobilization/Demobilization (including Health and Safety)	lump sum	1		
2	Project Layout	lump sum	1		
3	Excavate	m ³	3,035		
4	Backfill	m ³	1,915		
5	Geotextile	m ³	3,400		
6	Underlayer, Type 1	m ³	2,105		
7	Armour, Type 2(a)	m ³	1,360		
8	Salvaged Riprap	m ³	1,120		
TOTAL BID AMOUNT Excluding GST / HST					

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

NOTE TO BIDDERS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

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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 219 - 800 Burrard Street
Vancouver, B.C. V6Z 0B9**

Requisition No.: EZ899-140005/A

Tender Closing Date & Time: 13 May 2013 @ 14:00

Project Description: Airport Erosion Protection
Sandspit Airport, Sandspit, BC

DF