

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Travaux publics et Services gouvernementaux  
Canada**  
**Place Bonaventure, portail Sud-Est**  
**800, rue de La Gauchetière Ouest**  
**7 ième étage**  
**Montréal**  
**Québec**  
**H5A 1L6**  
**FAX pour soumissions: (514) 496-3822**

**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**  
**Travaux publics et Services gouvernementaux Canada**  
**Place Bonaventure, portail Sud-Est**  
**800, rue de La Gauchetière Ouest**  
**7 ième étage**  
**Montréal**  
**Québec**  
**H5A 1L6**

<b>Title - Sujet</b> Natashquan, clôtures aéroport	
<b>Solicitation No. - N° de l'invitation</b> EF997-140894/A	<b>Date</b> 2013-08-01
<b>Client Reference No. - N° de référence du client</b> R.059190.001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTC-775-12371
<b>File No. - N° de dossier</b> MTC-3-36158 (775)	<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 2013-08-22</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<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> Aguilera, Maria Pia	<b>Buyer Id - Id de l'acheteur</b> mtc775
<b>Telephone No. - N° de téléphone</b> (514) 496-3573 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA 800 RUE DE LA GAUCHETIÈRE OUEST, 7300 Montréal Québec H5A 1L6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

**CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE**

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

### 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 (2013-06-27)

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>

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

### **SI01 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions R2710T (2013-04-25). The related documentation therein required will assist Canada in confirming that the certifications are true.

### **SI02 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 (2013-06-27);
- 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>

### **SI03 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.

**SI04 SITE VISIT**

There will NOT be a site visit

**SI05 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 (514) 496-3822.

**SI06 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 (514) 496-3388.

**SI07 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).

**SI08 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".

**SI09 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.

**SI10 TRANSMISSION OF THE BID BY FACSIMILE OR EMAIL**

Bids transmitted by facsimile or email are not accepted.

**SI11 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>

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>

PWGSC, Code of Conduct and Certifications

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

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

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

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## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY REQUIREMENTS**

There is no security requirement applicable to this Contract.

### **SC02 INSURANCE TERMS**

#### **IT1 (2008-12-12) General**

##### **IT1.1 Proof of Insurance**

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 357, available on Public Works and Government Services Canada Web site.

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.

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 (2008-05-12) Commercial General Liability**

##### **IT2.1 Scope of Policy**

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. 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.

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.



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## Aviation Liability Insurance

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	(2013-04-25)
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	(2013-04-25);
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);
GC10 Insurance	R2900D	(2008-05-12);
  - 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);
  - 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

Works under this contract are located on the Natashquan airport. These works consist in the replacement of some wire fence section, the installation of new wire fence in parallel to the existing fences and related works.

### 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 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 within [ \_8\_] 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. (*see PDF attached*)

- (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.

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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***

***SURNAME***

***NAME***

***TITLE***

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### UNIT PRICE TABLE

Her Majesty and the Contractor agree that the following table is the Unit Price Table for the purpose of the Contract:

Item	Description	Unit of measurement	Price per unit	Estimated total quantity	Estimated total price
1	Allowances for airport escort services (01 35 13.13) (01 21 00)	---	---	---	\$17 500
2	Removal of wire fences (02 41 13)	meter	\$ _____	1115	\$ _____
3	Wire fence (32 31 13)	meter	\$ _____	3262.1	\$ _____
4	Double gate, 6.1m wide (32 31 13)	each	\$ _____	2	\$ _____
5	Marking of sanded-up fence including the removal of barbed wires and their supports (32931913)	Lump sum	\$ _____	1	\$ _____
6	Supply and installation of the road sign (32 31 13)	Lump sum	\$ _____	1	\$ _____

TOTAL AMOUNT : \$ \_\_\_\_\_

Transfer amount to subparagraph 1)(a) of BA03