



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC

11 Laurier St./11 rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5

**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**

Construction Services Division/Division des services  
de construction  
11 Laurier St./11 Rue Laurier  
3C2, Place du Portage  
Phase III  
Gatineau, Québec K1A 0S5

|   |  |
|---|--|
| <b>Title - Sujet</b><br>Roadway Resurfacing Project   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>39903-170144/A  | <b>Date</b><br>2016-06-28  |
| <b>Client Reference No. - N° de référence du client</b><br>39903-170144   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$FG-359-71146 |
| <b>File No. - N° de dossier</b><br>fg359.39903-170144   | <b>CCC No./N° CCC - FMS No./N° VME</b>                           |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2016-07-21</b>  |  |
| <b>Time Zone</b><br>Fuseau horaire<br>Eastern Daylight<br>Saving Time EDT   |  |
| <b>F.O.B. - F.A.B.</b>  |  |
| <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Benoit, Marie-Eve  | <b>Buyer Id - Id de l'acheteur</b><br>fg359                      |
| <b>Telephone No. - N° de téléphone</b><br>(819) 420-0720 ( )  | <b>FAX No. - N° de FAX</b><br>( ) -                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Canadian Food Inspection.<br>59 rue Camelot Drive<br>Ottawa, ON, K1A 0Y9<br>ATT: Celine Tremblay |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation  
39903-170144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

---

## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### **THIS DOCUMENT CONTAINS AN INDUSTRIAL SECURITY REQUIREMENT**

For further instructions please consult "Special Instruction to Bidders", SI08, "Industrial Security Related Requirements" and "Supplementary Conditions" SC01 "Industrial Security Related Requirements".

#### **ASPHALT CEMENT PRICE ADJUSTMENT**

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

#### **SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI09.

#### **INTEGRITY PROVISIONS - BID**

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

#### **LISTING of SUBCONTRACTORS**

As per GI07 of R2710T you should provide using Annex C at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

#### **PWGSC UPDATE ON ASBESTOS USE**

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

## TABLE OF CONTENTS

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

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 Mandatory Site Visit
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient Funding
- SI07 Bid Validity Period
- SI08 Industrial Security Related Requirements
- SI09 Public Works and Government Services Canada, Apprentice Procurement Initiative
- SI10 Web Sites

### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)**

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

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bid
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

### **SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Industrial Security Related Requirements, Documents Safeguarding
- SC02 Limitation of Liability
- SC03 Insurance Terms
- SC04 Asphalt Price Adjustment

### **CONTRACT DOCUMENTS (CD)**

#### **BID AND ACCEPTANCE FORM (BA)**

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time

Solicitation No. - N° de l'invitation  
39903-170144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

---

BA07 Bid Security  
BA08 Signature

**APPENDIX 1 - COMBINED PRICE FORM**

**APPENDIX 2 - INTEGRITY PROVISIONS**

**APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

**APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE’S AUTHORITY**

**ANNEX A- CERTIFICATE OF INSURANCE**

**ANNEX B - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

**ANNEX C - LISTING OF SUBCONTRACTORS**

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

1. The following are the bid documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2016-04-04)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### 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 G115 of R2710T, 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 MANDATORY SITE VISIT

There will be a site visit on July 12, 2016 at 10h00 a.m. Interested bidders are to meet at 3851 Fallowfield Road, Ottawa, Ontario, K2H 8P9.

The site visit for this project is MANDATORY. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by **Bidders who have not signed the attendance sheet will be rejected.**

Bidders attending the site visit will need to provide photo ID at the guard house to sign in.

### SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is (819)956-1459.

## 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 / faxing at number (819)956-1459.

## 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 GI11 of R2710T.

## SI08 INDUSTRIAL SECURITY RELATED REQUIREMENTS

1. **At bid closing, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
2. The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.

3. For additional information on security requirements, bidders should consult the “Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders” on the Standard Procurement Documents Web site **Error! Hyperlink reference not valid.**Industrial Security Program

### **SI09 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 3) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios \* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Appendix 3.

If you accept fill out and sign Appendix 3

*\* The journey person-apprentice ratio is defined as the number of qualified/certified journey persons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

### **SI10 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

Solicitation No. - N° de l'invitation  
39903-170144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

---

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

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

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

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

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

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

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

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

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS**

There is no document security requirement applicable to this Contract.

### **SC02 LIMITATION OF LIABILITY**

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

### **SC03 INSURANCE TERMS**

- 1) Insurance Contracts
  - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill

---

its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

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

5) Deductible

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

**SC04 ASPHALT CEMENT PRICE ADJUSTMENT**

- 1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.
- 2. Price Adjustment formulae:
  - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:  
(Example based on a 5% increase)  
 $PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tons}$
  - b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:  
(Example based on a 5% decrease)  
 $PA = (.95IB - IM) \times \text{quantity of asphalt cement in tons}$

PA = payment adjustment for asphalt cement, in dollars  
IB = asphalt cement price index for the month prior to bid closing  
IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <http://www.mto.gov.on.ca>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.

Solicitation No. - N° de l'invitation  
39903-170144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

---

3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

## CONTRACT DOCUMENTS (CD)

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

|      |  |        |               |
|------|--|--------|---------------|
| GC1  | General Provisions – Construction Services         | R2810D | (2016-04-04); |
| GC2  | Administration of the Contract-                    | R2820D | (2016-01-28); |
| GC3  | Execution and Control of the Work                  | R2830D | (2015-02-25); |
| GC4  | Protective Measures                                | R2840D | (2008-05-12); |
| GC5  | Terms of Payment                                   | R2850D | (2016-01-28); |
| GC6  | Delays and Changes in the Work                     | R2860D | (2016-01-28); |
| GC7  | Default, Suspension or Termination of Contract     | R2870D | (2008-05-12); |
| GC8  | Dispute Resolution                                 | R2880D | (2016-01-28); |
| GC9  | Contract Security                                  | R2890D | (2014-06-26); |
| GC10 | Insurance  | R2900D | (2008-05-12); |
|      | Allowable Costs for Contract Changes Under GC6.4.1 | R2950D | (2015-02-25); |
|      | Supplementary Conditions                           |        |               |
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Solicitation No. - N° de l'invitation  
39903-170144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

---

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

CFIA FALLOWFIELD LABORATORY RESURFACING ROADWAYS & PARKING/ 3851 Fallowfield Road, Ottawa, Ontario, K2H 8P9

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

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

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

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

Industrial Security Program Organisation Number (ISP ORG#) \_\_\_\_\_  
(when required)

### 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 sixteen (16) 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 GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

### 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.

**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><br>Excluding applicable tax(es) |  |
|--|--|

**CASH ALLOWANCE (Section 01 21 00)**

|  |            |
|--|------------|
| <b>CASH ALLOWANCE (CA)</b><br>Excluding applicable tax(es) | \$3,600.00 |
|--|------------|

**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 applicable tax(es) extra (PU) | Extended amount (EQ x PU) applicable tax(es) extra |
|---|-------------------------|---|---------------------|-------------------------|--|--|
| Grading and Excavation                    |                         |   |                     |                         |  |  |
| 1   | 31 22 13                | Grading and Compaction of Granular Base                       | m2                  | 35,259                  |  |  |
| In-situ pulverization Light Duty pavement |                         |   |                     |                         |  |  |
| 2   | 32 12 16                | Superpave 12.5 mm for Light Duty Pavement                     | t                   | 596                     |  |  |
| 3   | 32 12 16                | Superpave 19 mm for Light Duty Pavement                       | t                   | 596                     |  |  |
| 4   | 32 11 16.01             | Granular A- 50mm leveling layer over all pulverized materials | t                   | 730                     |  |  |
| In-situ pulverization Heavy Duty pavement |                         |   |                     |                         |  |  |
| 5   | 32 12 16                | Superpave 12.5 mm for Heavy Duty Pavement                     | t                   | 2,491                   |  |  |
| 6   | 32 12 16                | Superpave 19 mm for Heavy Duty Pavement                       | t                   | 3,113                   |  |  |
| 7   | 32 11 16.01             | Granular A- 50mm leveling layer over all pulverized materials | t                   | 3,050                   |  |  |
| Proposed Light Duty Pavement              |                         |   |                     |                         |  |  |
| 8   | 32 12 16                | Superpave 12.5 mm   | t                   | 58                      |  |  |

Solicitation No. - N° de l'invitation  
39903-170144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

| Item  | Specification Reference | Class of Labour, Plant or Material | Unit of Measurement | Estimated Quantity (EQ) | Price per Unit applicable tax(s) extra (PU) | Extended amount (EQ x PU) applicable tax(s) extra |
|---|-------------------------|------------------------------------|---------------------|-------------------------|---|---|
| 9   | 32 12 16                | Superpave 19 mm                    | t                   | 58                      |   |   |
| 10  | 32 11 16.01             | Granular A                         | t                   | 213                     |   |   |
| 11  | 32 11 23                | Granular B Type II                 | t                   | 391                     |   |   |
| Proposed Heavy Duty Pavement                                      |                         |                                    |                     |                         |   |   |
| 12  | 32 12 16                | Superpave 12.5 mm                  | t                   | 34                      |   |   |
| 13  | 32 12 16                | Superpave 19 mm                    | t                   | 27                      |   |   |
| 14  | 32 11 16.01             | Granular A                         | t                   | 101                     |   |   |
| 15  | 32 11 23                | Granular B Type II                 | t                   | 231                     |   |   |
| <b>TOTAL EXTENDED AMOUNT (TEA)</b><br>Excluding applicable tax(s) |                         |                                    |                     |                         |   |   |

|   |
|---|
| <b>TOTAL BID AMOUNT (LSA + CA + TEA)</b><br>Excluding applicable tax(s) |
|---|



Solicitation No. - N° de l'invitation  
39903-170144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

---

### APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex B*

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

Signature: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

---

---

---

---

---

---

---

---

Solicitation No. - N° de l'invitation  
39903-170144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

---

## **APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE’S AUTHORITY**

### Contracting Authority is :

Name : Marie-Eve Benoit

Title : Supply Specialist

Department : Public Works and Government Services Canada

Division : Real Property Contracting

Telephone : 819-420-0720

e-mail : marie-eve.benoit@pwgsc-tpsgc.gc.ca

### **TO BE PROVIDED AT CONTRACT AWARD.**

### Technical Authority is :

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

Title : \_\_\_\_\_

Department : \_\_\_\_\_

Division : \_\_\_\_\_

Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

e-mail : \_\_\_\_\_

Solicitation No. - N° de l'invitation  
39903-170144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

---

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

Solicitation No. - N° de l'invitation  
39903-1700144/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
FG359

Client Ref. No. - N° de réf. du client  
39903-170144

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

|  |   |
|--|---|
| <b>Description and Location of Work</b><br><br>The project consists of resurfacing the roadways and parking lots of the Canadian Food Inspection Agency's Ottawa Laboratory Fallowfield and includes the replacement of the storm sewer system, electrical upgrades to the guard house, lighting upgrades to the main parking lot and replacement of sidewalks and curbing.<br><br>3851 Fallowfield Road, Ottawa, Ontario, K2H 8P9 | Contract No.<br>39903-170144<br>Project No.475266 |
|--|---|

|  |                       |      |          |             |
|--|-----------------------|------|----------|-------------|
| Name of Insurer, Broker or Agent   | Address (No., Street) | City | Province | Postal Code |
| Name of Insured (Contractor)   | Address (No., Street) | City | Province | Postal Code |
| Additional Insured<br><b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b> |                       |      |          |             |

| Type of Insurance   | Insurer Name and Policy Number | Inception Date<br>D / M / Y | Expiry Date<br>D / M / Y | Limits of Liability |                          |                                |
|---|--------------------------------|-----------------------------|--------------------------|---------------------|--------------------------|--------------------------------|
|   |                                |                             |                          | Per Occurrence      | Annual General Aggregate | Completed Operations Aggregate |
| <b>Commercial General Liability<br/>Umbrella/Excess Liability</b> |                                |                             |                          | <b>\$5,000,000</b>  | <b>\$10,000,000</b>      | <b>\$5,000,000</b>             |
| <b>Builder's Risk / Installation Floater</b>                      |                                |                             |                          | <b>\$</b>           | <b>\$</b>                | <b>\$</b>                      |

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

**CERTIFICATE OF INSURANCE**  
**Page 2 of 2**

**General**

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

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

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

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

**Commercial General Liability**

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

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

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

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

**Builder's Risk / Installation Floater**

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).



---

## ANNEX C - LISTING OF SUBCONTRACTORS

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

|    | Subcontractor | Division | Estimated value of work |
|----|---------------|----------|-------------------------|
| 1  |               |          |                         |
| 2  |               |          |                         |
| 3  |               |          |                         |
| 4  |               |          |                         |
| 5  |               |          |                         |
| 6  |               |          |                         |
| 7  |               |          |                         |
| 8  |               |          |                         |
| 9  |               |          |                         |
| 10 |               |          |                         |
| 11 |               |          |                         |
| 12 |               |          |                         |
| 13 |               |          |                         |
| 14 |               |          |                         |
| 15 |               |          |                         |