



**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

## 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

Regional Manager/Real Property  
Contracting/PWGSC  
Ontario Region, Tendering Office  
12th Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6  
Ontario

<b>Title - Sujet</b> Gravenhurst Parking lot expansion	
<b>Solicitation No. - N° de l'invitation</b> EQ754-170771/A	<b>Date</b> 2016-06-30
<b>Client Reference No. - N° de référence du client</b> R.079593.001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWL-003-2183
<b>File No. - N° de dossier</b> PWL-6-39040 (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 2016-07-21</b>	
<b>Time Zone</b> Fuseau horaire 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> Correctional Services Canada Beaver Creek (Fenbrook) Institution PO Box 5000 Stn Main Gravenhurst, ON P1P 1Y2	

**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>



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	parking lot expansion	Total		1	Each	\$	XXXXXXXXXXXX		

## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### 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>

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SI06	Insufficient Funding
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SI08	Construction Documents
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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
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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
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GI14	Compliance with Applicable Laws
GI15	Approval of Alternative Materials
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GI18	Code of Conduct for Procurement—bid

### SUPPLEMENTARY CONDITIONS (SC)

SC01	Limitation of Liability
SC02	Insurance Terms
SC03	Asphalt Price Adjustment
SC04	Value Added Proposals (VAP)

Solicitation No. - N° de l'invitation

EQ754-170771/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwl003

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

R.079593.001

File No. - N° du dossier

PWL-6-39040

CCC No./N° CCC - FMS No./N° VME

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## **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  
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**

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 (2015-07-03)
- 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.

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 GI15 of R2710T, enquiries should be received no later than seven (7) 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 Mandatory site visit on July 12, 2016 at 10:30 A.M. Interested bidders are to meet at Beaver Creek Minimum Duty Office, 2000 Beaver Creek Drive. Gravenhurst, Ontario.

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 not be accepted.

It is mandatory that the bidder attend the mandatory site visit at the designated date and time to examine the scope of the work required and the existing conditions.

Bidders are requested to register with the Contracting Officer, Sheila Dhanna at [sheila.dhanna@pwgsc-tps.gc.ca](mailto:sheila.dhanna@pwgsc-tps.gc.ca) or 416-512-5855, to confirm their attendance and provide the name(s) of the person(s) who will attend, before close of business July 8, 2016. Bidders without prior clearance will not be allowed on the site. 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 GI10 of R2710T. 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 416-512-5558 / faxing at number. 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

cancel the solicitation; or

obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or

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 SI08 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 SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either  

continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or

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 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 (insert amount), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.



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

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.

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.

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.

Signed certifications (Appendix 2) 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.

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 2.

If you accept fill out and sign Appendix 2.

*\* The journeyperson-apprentice ratio is defined as the number of qualified/certified journeypersons 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

<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 PWGSC-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 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:

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

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.

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**SC02 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.



### SC03 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.

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.



## SC04 VALUE ADDED PROPOSALS (VAP)

PWGSC will accept "Value Added Proposals (VAPs) from the Contractor after award of contract through the duration of the contract (as specified in the Bid and Acceptance of the tender document).

The intent of the VAP is to improve the project by leveraging the successful contractor's knowledge and experience to improve efficiency, expediency, and effectiveness of the work.

PWGSC will review the VAPs to assess the viability and quality of construction and scheduling methodologies that adhere to the project objectives, constraints and VAP guidelines.

### 1. VAP Guidelines

These guidelines apply to cost reduction and value added approach that is initiated and developed by the Contractor for proposed improvements to schedule, drawings, designs, specifications, materials or other requirements of this Contract. Proposals must be submitted in writing, however this clause does not apply to any such proposal unless it is identified by the Contractor at the time of its submission to the Contracting Officer as a proposal submitted pursuant to this VAP clause. The Contractor shall consider delays for approvals by other government departments or agencies having jurisdiction.

The cost reduction and value benefit proposals contemplated are those that would necessitate an amendment to the existing contractual terms and conditions, and:

- 1) Minimise the time that the parking lot is out of commission to vehicular traffic due to the construction phasing requirements,
- 2) Advance the completion date of the primary works to early November 2016 or earlier,
- 3) Implement the work taking into consideration the winter season restrictions together with the none availability of asphaltic concrete batching plants and related restrictions,
- 4) Would reduce on site construction time (i.e. fabricated/assembled offsite) and/or minimize footprint of staging area,
- 5) Would reduce overall construction completion date,
- 6) Would result in savings to Canada by providing:
  - (a) a decrease in the cost of this contract, without impairing any of the essential functions and characteristics such as service life, reliability, economy of operation, durability and suitability, ease of maintenance, and necessary standardized feature, while maintaining the specified quality; or
  - (b) a net reduction in the cost of government-furnished property, operations maintenances, or other areas which exceed any increased acquisition cost, without impairing any of the essential functions, characteristic and code compliance.

## 2. Project Constraints

VAP's must be compliant with the following constraints:

- 1) Works shall not interfere with public use of the parking lot and ensure availability of parking spaces sufficiently to cope with the demand during the Contract period.
- 2) Consideration may also be made by proposing to implement work during weekends during which it is expected not to have extensive number of visitors or contractors who require car parking.

## 3. Value Added Proposal Submissions

Any VAP must include the information outlined below in the Value Added Proposed Submittal Documentation and submitted in accordance with the Submittals Instructions.

If a VAP is accepted and it provides the expected results, the contractor may be eligible to receive a financial incentive for the accepted VAP (i.e. a share percentage of the savings, or; an incentive percentage mark up on direct costs, or an incentive mark up for demonstrated results) at the sole discretion of Canada. Costs are to be calculated in accordance with "Allowable Costs for Contract Changes under General Conditions (GC) 6.4 of the contract.

## 4. Value added Proposal Submittal Documentation

The following information shall be submitted by the Contractor with each VAP at no additional cost to Canada:

- 1) A description of the difference between the existing contract/requirement and the proposed improvement; the comparative advantages or disadvantages of each, including justification of why an item is being altered; the effect of the change on the performance of the end product; and any pertinent objective test data.
- 2) An itemization of the requirements of the change order if the proposal is adopted and a recommendation as to how to make each change (e.g. a suggested revision).
- 3) Cost Benefit Analysis – A detailed estimate of the reduction and/or increase that will result from adoption of the proposal, taking into account the costs of development and implementation by the Contractor, including any amounts attributable to subcontracts in accordance with GC 6.4.1 "Allowable Costs for Contract Changes under General Conditions (GC) 6.4.1 and the basis for the estimate.
- 4) A prediction of any effects the proposed change would have on costs to the Crown and ongoing cost of maintenance and operations.
- 5) An estimate of the date by which a change order adopting the proposal must be issued so as to obtain the maximum benefit, together with estimates of benefits if VAP approval is delayed beyond the maximum benefit date or number of days the proposal is valid, noting any effects on the order of completion time and delivery schedule.
- 6) Suggestions as to the incentive that may be available to the Contractor from the proposed VAP (i.e. a share percentage of the savings, or; an incentive percentage mark up on direct costs, or: an incentive percentage mark up for demonstrated results.
- 7) Acceptance to be at the sole discretion of Canada.



## 5. Value added Proposals Submittal Procedures:

### General Contractor Requirements:

The General Contractor submits a detailed description of the VAP complete with project impacts and schedule to the Departmental Representative and the Consultant for consideration. The VAP submission to be supported by detailed drawings where necessary, as well as a firm price (including detailed breakdown of labour, material and equipment costs associated with the proposal).

### Departmental Representative Requirements:

- 1) Contractor may submit VAPs to the Departmental Representative after award of contract through the completion of the contract. As per the contract "time is of the essence" and as such proposals should be submitted as soon as possible after award.
- 2) Contractor will not proceed with the work proposed in the VAP until directed by the Departmental Representative.
- 3) In addition to the VAP submittal documentation required, the submission shall include:
  - a. Date and revision dates,
  - b. Project title and number,
  - c. Name and address of the Contractor, manufacturer and supplier
  - d. Contractor stamp, signed by the Contractor's authorized representative certifying approval of submission, verification of VAP content, and compliance with SC04 clause and Contract Documents.
- 4) Allow ten (10) working days for Departmental Representative's review of each submission. VAP will be reviewed in consultation with the Consultant and Correctional Services Canada (CSC) Representative.
- 5) Make changes to VAP submission as agreed with the Departmental Representative.

## 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.



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

### **BA01 IDENTIFICATION**

Site Development and Parking Expansion.  
Beaver Creek Medium (Fenbrook) Institution. 2000 Beaver Creek Drive, Correctional Services Canada.  
Gravenhurst, 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 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 by November 30, 2016.

### **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> Excluding applicable tax(es)
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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	Estimated Quantity EQ	Unit of Measurement	Price per Unit PU	Estimated Total Price EQxPU GST/HST extra
<b>1.00</b>		<b>General Removals and Site Preparation</b>				
1.01	33 11 00	Clearing and Grubbing	600	m <sup>2</sup>		
1.02	33 11 00	Isolated Tree Removal	5	each		
1.03	32 91 19.13	Soil Stripping and Stockpiling	1800	m <sup>2</sup>		
1.04	31 23 16.26	Rock Removal and Disposal Off-site	300	m <sup>3</sup>		
1.05	02 41 99	Removal and Reinstatement of Site Signage including Provision of Temporary Signage	19	each		
1.06	02 41 99	Remove and Dispose Off-site Existing Wooden Fence	100	m		
1.07	02 41 99	Remove and Dispose Off-site Existing Precast Retaining Wall	80	m		
1.08	02 41 99	Remove and Dispose Off-site Existing Gate Assembly	1	each		



Item	Specification Reference	Class of Labour, Plant or Material	Estimated Quantity EQ	Unit of Measurement	Price per Unit PU	Estimated Total Price EQxPU GST/HST extra
1.09	31 23 33	Preparation and Compaction of Subgrade	6500	m <sup>2</sup>		
1.10	02 41 99	Relocation of Existing Jersey Barriers	5	each		
<b>2.00</b>		<b>Roads, Parking, and Site Upgrades</b>				
2.01	02 41 13.14	Mill Existing Asphalt (40mm depth) and Dispose Off-site	4400	m <sup>2</sup>		
2.02	02 41 13.14	Remove and Dispose Off-site of Existing Asphalt (All Depths)	4200	m <sup>2</sup>		
2.03	31 23 33	Earth Excavation and Dispose Off-site to Approved Dumping Area	5000	m <sup>3</sup>		
2.04	31 23 33	Subexcavation of Unsuitable Sub-Grade Material (PROVISIONAL)	2000	m <sup>3</sup>		
2.05	31 23 33	Placement and Compaction of Suitable Sub-Grade Material (PROVISIONAL)	2000	m <sup>3</sup>		
2.06	32 11 24	Granular 'B' Sub-Base (450mm)	7800	Tonne		
2.07	32 11 20	Granular 'A' Base (150mm)	2800	Tonne		
2.08	32 12 16	HL8 Base Course Asphalt (50mm)	900	Tonne		
2.09	32 12 16.16	Asphalt Tack Coat on New Asphalt Surface	6500	m <sup>2</sup>		
2.10	32 12 16.16	Asphalt Tack Coat on Milled Asphalt Surface	4400	m <sup>2</sup>		
2.11	32 12 16	HL4 Surface Course Asphalt (40mm Asphalt Resurfacing Area, 50mm Full Depth Reconstruction Area)	1400	Tonne		
2.12	32 16 15	2.0m Wide Concrete Sidewalk	380	m <sup>2</sup>		
2.13	32 32 16	Construct Precast Concrete Retaining Wall	60	m <sup>2</sup>		
2.14	03 10 00 03 30 00	Construct Concrete Pilaster for Retaining Wall	1	each		
2.15	06 10 00.01	Construct Wooden Fence	110	m		
2.16	32 12 16	Permanent Parking Lot Painting – 100mm wide including stall parking and crosswalks	2200	m		
2.17	32 12 16	Permanent Parking Lot Painting -, 300mm wide stop bars	20	m		
2.18	32 12 16	Permanent Parking Lot Painting - barrier free spaces including 100mm striping and symbols	6	each		

2.19	02 41 99 03 10 00 03 30 00	Remove and Construct Concrete Bollards	3	each		
2.20	32 91 19.13	Reinstatement - 100mm Topsoil and Sod	800	m <sup>2</sup>		

Item	Specification Reference	Class of Labour, Plant or Material	Estimated Quantity EQ	Unit of Measurement	Price per Unit PU	Estimated Total Price EOxPU GST/HST extra
<b>3.00</b>		<b>Storm Sewers</b>				
3.01	31 22 13	Regrade Existing Ditch	80	m		
3.02	31 05 16 31 23 33 33 44 00	300mm diameter CSP Culvert including 1mx1m Rip Rap End Treatment	19	m		
3.03	31 23 33 33 44 00	300mm diameter PVC Storm Sewer and Connect to Existing.	18	m		
3.04	33 05 14	Supply and install 600x1450 Twin Inlet Catch Basin	1	each		
3.05	33 05 14	Supply and Install 1200mm dia Doghouse Style Storm MH	1	each		
3.06	31 05 16 31 22 13 33 44 00	Construct drainage swale c/w perforated subdrain	60	m		
3.07	33 05 14	Adjust Existing Frame and Grate to Match Proposed Grades	2	each		
<b>4.00</b>		<b>Sanitary Sewers</b>				
4.01	02 41 99	Remove Existing Sanitary Sewer (200mm)	67	m		
4.02	33 31 13	Abandon Existing Sanitary Sewer	1	each		
4.03	02 41 99 31 23 33	Remove Existing Sanitary MH	2	each		
4.04	31 23 33 33 31 13	Supply and Install 200mm dia Sanitary Sewer	67	m		
4.05	33 05 14	Supply and Install 1200mm dia Sanitary MH	1	each		
4.06	33 05 14	Adjust Existing Frame and Grate to Match Proposed Grades	1	each		
<b>5.00</b>		<b>Water Works</b>				
5.01	02 41 99	Remove Existing Fire Hydrant Set	2	each		
5.02	31 23 33 33 11 17	Supply and Install Watermain to extend FH lead to new location	15	m		
5.03	33 11 17	Supply and Install Hydrant Set	2	each		



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<b>6.00</b>		<b>Electrical</b>				
6.01	02 41 99	Remove and Dispose of Light Standard (Pole) Offsite	19	each		
6.02	26 50 00	Type A 9.1m Light Standard c/w Barrier	22	each		
6.03	26 50 00	Type B LED Light Fixture Head	22	each		
6.04	26 50 00	Type B1 LED Light Fixture with 2 Heads	1	each		
6.05	26 50 00	Type B2 LED Light Fixture with 4 Heads	3	each		
Item	Specification Reference	Class of Labour, Plant or Material	Estimated Quantity EQ	Unit of Measurement	Price per Unit PU	Estimated Total Price EOxPU GST/HST extra
6.06	03 10 00 03 30 00	Provision of New Concrete Pole Bases	22	each		
6.07	26 05 34	Provision of 27mm PVC Conduit	669	m		
6.08	26 05 21	Provision of #10 AWG RWU90 XLPE Cu	2007	m		
6.09	26 05 31	Provision of 457mmX609mm Lighting Pull Box	3	each		

<b>TOTAL EXTENDED AMOUNT (TEA) Excluding GST / HST</b>	
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**TOTAL BID AMOUNT**

<b>TOTAL BID AMOUNT (LSA + TEA) Excluding GST / HST</b>	
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## 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 C*

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:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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## APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

### TO BE PROVIDED AT CONTRACT AWARD.

#### Contracting Authority is :

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

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

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

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

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

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

#### Technical Authority is :

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

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

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

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

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

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



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

See attachment on Buyandsell



**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			