



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works & Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.E.)  
B3J 1T3  
Halifax  
Bid Fax: (902) 496-5016

## 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

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.E.)  
B3J 3C9  
Halifax  
Nova Scot

<b>Title - Sujet</b> Wharf Construction - New Harbour NS	
<b>Solicitation No. - N° de l'invitation</b> EB144-180169/A	<b>Date</b> 2017-05-24
<b>Client Reference No. - N° de référence du client</b> EB144-18-0169	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWA-310-5589
<b>File No. - N° de dossier</b> PWA-7-78011 (310)	<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 2017-06-09</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT	
<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> Stevenson, Jacquelyn	<b>Buyer Id - Id de l'acheteur</b> pwa310
<b>Telephone No. - N° de téléphone</b> (902) 403-3520 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA SEE HEREIN HALIFAX NOVA SCOTIA B3J3C9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Delivery Required - Livraison exigée</b> See Herein	<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>

Solicitation No. - N° de l'invitation  
**EB144-180169/A**  
Client Ref. No. - N° de réf. du client  
**EB144-180169**

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA 310**  
CCC No./N° CCC - FMS No/ N° VME

## **INVITATION TO TENDER**

### **IMPORTANT NOTICE TO BIDDERS**

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

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects.

#### **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>

#### **ADDITION OF PERFORMANCE EVALUATION-CONTRACT**

Take note of the additional paragraph to be included in clause R2810D identified in SC03.

#### **ADDITION OF TERMINOLOGY**

Take note of the additional paragraph to be included in clause R2810D identified in SC04.

## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Optional Site Visit
SI04	Revision of Bid
SI05	Bid Results
SI06	Insufficient Funding
SI07	Bid Validity Period
SI08	Construction Documents
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	Limitation of Liability
SC02	Insurance Terms
SC03	Performance Evaluation-Contract
SC04	Interpretation

## 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

Solicitation No. - N° de l'invitation  
**EB144-180169/A**  
Client Ref. No. - N° de réf. du client  
**EB144-180169**

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA 310**  
CCC No./N° CCC - FMS No/ N° VME

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)**

### **SI 01 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>

### **SI 02 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 [jacquelyn.stevenson@pwgsc.gc.ca](mailto:jacquelyn.stevenson@pwgsc.gc.ca) 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 **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.

### **SI 03 OPTIONAL SITE VISIT**

Before submitting a bid, it is recommended that bidders visit the site and its surroundings to review and verify the form, nature, and extent of work, materials needed for the completion of the work, the means of access to the site, severity, exposure and uncertainty of weather, soil conditions, any accommodations they may require, and in general shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. No allowance shall be made subsequently in this connection on account of error or negligence to properly observe and determine the conditions that will apply.

Contractors, bidders, or those they invite to site are to review specification Section 01 35 29- Health and Safety before visiting the site. Take all appropriate safety measures for any visit to site, either before or after acceptance of bid. Obtain prior permission from the Departmental Representative before carrying out such site inspection.

#### **SI 04 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 **902.496.5016**

#### **SI 05 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. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by calling **902.496.5001**

#### **SI 06 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).

#### **SI 07 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.

## **SI 08 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided [**with one electronic or paper copy**] of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies shall be the responsibility of the Contractor including costs.

## **SI 09 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. 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. 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 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.*

## **SI 10 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)**

### **SC 01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC 02 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.

### **SC 03 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.

## **SC 04 PERFORMANCE EVALUATION-CONTRACT**

R2810D General Condition is modified to include the following GC1.22.

### **GC1.22 Performance Evaluation-Contract**

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
  - a. quality of workmanship
  - b. time
  - c. project management
  - d. contract management
  - e. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
  - a. unacceptable: 0 to 5 points
  - b. not satisfactory: 6 to 10 points
  - c. satisfactory: 11 to 16 points
  - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
  - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.
  - b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
  - c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  - d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
  - e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

## **SC 05 INTERPRETATION**

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

### **Architectural and Engineering Services**

*means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.*

### **Construction Services**

*means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.*

### **Facility Maintenance Services**

*means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.*

## 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 R2882D (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  
**EB144-180169/A**  
Client Ref. No. - N° de réf. du client  
**EB144-180169**

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA 310**  
CCC No./N° CCC - FMS No/ N° VME

## BID AND ACCEPTANCE FORM (BA)

### BA 01 IDENTIFICATION

**WHARF CONSTRUCTION – NEW HARBOUR, NOVA SCOTIA**  
**CONTRACT #: EB144-180169 PROJECT# R.082348.001**

### BA 02 BUSINESS NAME AND ADDRESS OF BIDDER

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

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

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

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

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

### BA 03 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**.

### BA 04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of **thirty (30) days** following the date of solicitation closing.

### BA 05 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).

### BA 06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work by **April 1, 2018**

### BA 07 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.

### BA 08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation  
**EB144-180169/A**  
 Client Ref. No. - N° de réf. du client  
**EB144-180169**

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA 310**  
 CCC No./N° CCC - FMS No/ N° VME

## APPENDIX 1 - COMBINED PRICE FORM

- 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> <i>Excluding applicable tax</i>
---

### 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 Measure	Estimated Quantity (EQ)	Price per Unit <i>applicable tax extra</i> (PU)	Extended Amount  <i>applicable tax extra</i> (EQ x PU)
1	03 30 00	reinforced concrete deck at pilework	square metre	540		
2	03 30 00	reinforced concrete deck at cribwork	square metre	340		
3	03 30 00	concrete pile jackets	per each	48		
4	03 30 00	reinforced concrete pile infill	cmpm	26		
5	06 05 23	dimension timber	cmpm	13		
6	31 23 33	crushed rock mattress	cmpm	1100		
7	31 53 13	timber cribwork	cmpm	1680		
8	31 61 13	pipe piles - supply	lineal metre	640		
9	31 61 13	bearing pipe piles - install	per each	32		
10	31 61 13	batter pipe piles - install	per each	16		
11	31 62 19	timber fender piles - supply	lineal metre	4000		
12	31 62 19	timber fender piles - install	per each	274		
13	31 63 19	rock sockets	per each	16		
14	35 20 23	dredging - Class 'A'	cmpm	415		
15	35 20 23	dredging - Class 'B'	cmpm	450		
16	35 31 19	filterstone	cmpm	20		
17	35 31 19	armourstone	cmpm	190		
18	35 31 19	scour protection	cmpm	130		
19	35 59 29	mooring cleats	per each	15		
20	35 59 29	mooring rings	per each	12		
21	35 70 00	ladders	per each	12		
<b>TOTAL EXTENDED AMOUNT (TEA)</b> <i>Excluding applicable tax</i>						

<b>TOTAL BID AMOUNT (LSA + TEA)</b> <i>Excluding applicable tax(es)</i>
--

## APPENDIX 2 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

**List of names:** All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

---

---

---

---

---

---

---

---

---

---

Solicitation No. - N° de l'invitation  
**EB144-180169/A**  
Client Ref. No. - N° de réf. du client  
**EB144-180169**

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA 310**  
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 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:

---

---

---

---

---

---

---

Solicitation No. - N° de l'invitation  
**EB144-180169/A**  
Client Ref. No. - N° de réf. du client  
**EB144-180169**

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA 310**  
CCC No./N° CCC - FMS No/ N° VME

#### **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 : \_\_\_\_\_

Solicitation No. - N° de l'invitation  
**EB144-180169/A**  
Client Ref. No. - N° de réf. du client  
**EB144-180169**

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA 310**  
CCC No./N° CCC - FMS No/ N° VME

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

**CERTIFICATE OF INSURANCE**

**Page 1 of 2**



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work  <b>WHARF CONSTRUCTION – NEW HARBOUR, NOVA SCOTIA</b>	Contract No. <b>EB144-180169</b>
	Project No. <b>R.082348.001</b>

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b>  <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$
<b>Pollution Liability</b>				Aggregate		
				\$		
				<input type="checkbox"/> Per Incident		
				<input type="checkbox"/> Per Occurrence		

Solicitation No. - N° de l'invitation  
**EB144-180169/A**  
Client Ref. No. - N° de réf. du client  
**EB144-180169**

Amd. No. - N° de la modif.  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
**PWA 310**  
CCC No./N° CCC - FMS No/ N° VME

**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)

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.

#### Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

**ANNEX B - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (**

*This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

## 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			