



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

Address inquiries to the Contracting Officer at
cindy.marshall@pwgsc.gc.ca

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

| | |
|---|--|
| Title - Sujet Port Stanley Environmental Remed. | |
| Solicitation No. - N° de l'invitation EQ447-180524/A | Date 2017-07-19 |
| Client Reference No. - N° de référence du client R.013137.007 | GETS Ref. No. - N° de réf. de SEAG PW-\$PWL-048-2307 |
| File No. - N° de dossier PWL-7-40016 (048) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-08-10 | |
| Time Zone Fuseau horaire Eastern Daylight Saving Time EDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Marshall, Cindy | Buyer Id - Id de l'acheteur pwl048 |
| Telephone No. - N° de téléphone (416) 512-5867 () | FAX No. - N° de FAX (416) 512-5862 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/TPSGC Joseph Shepard Building 32 4900 Yonge Street Toronto, ON M2N 6A6 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

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

INVITATION TO TENDER

Environmental Remediation - Port Stanley East Headlands

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- Promptness: The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- Transparency: The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- Shared responsibility: Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

TWO-ENVELOPE BID

This Bid shall be submitted following a “two-envelope” procedure. Refer to SI05 of the Special Instructions to Bidders.

SUPPORT THE USE OF APPRENTICES

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI14.

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 SC04.

ADDITION OF TERMINOLOGY

Take note of the additional paragraph to be included in clause R2810D identified in SC05.

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R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-27)

The following sections of clause R2710T are set out in Web site;

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

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
2. Bidders responding to this ITT are requested to submit a full and complete quotation refer to SI05 'Submission of Bid'.

SI02 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 (2016-04-27)
 - 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>

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 or at e-mail address cindy.marshall@tpsgc-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.

SI04 MANDATORY SITE VISIT

There will be a site visit on Thursday 03 August 2017 at 10:00AM. Interested bidders are to meet at:

Port Stanley Harbour East Headlands
"Parking Area" - Located at South end of Main Street close to Fish Processing plant
172 Main St
Port Stanley, ON N5L 1H6

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 must communicate with the Contracting Authority prior to the site meeting and provide names(s) of individuals attending.

SI05 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. The Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 1 - QUALIFICATIONS;
 - b. Solicitation Number; and
 - c. Name of Bidder.
4. The Bid and Acceptance Form (BA), and Bid Security if applicable, shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 2 - PRICE;
 - b. Solicitation Number; and
 - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

SI06 REVISION OF BID Paragraphs 1 and 3 of GI10 of R2710T are replaced by the following;

A bid submitted in accordance with these instructions may be revised by physically delivering a new price envelope, provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:

- a. REVISED ENVELOPPE 2 – PRICE,
- b. Solicitation Number, and
- c. Name of Bidder

SI07 OPENING OF BIDS / EVALUATION

1. There will be no public opening at bid deposit time.
2. Envelope 1 - Qualifications - will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned unopened to the bidder.
3. Envelope 2 - Price: Only those envelopes from Bidder's that meet the mandatory requirements of the Qualifications shall be opened. Envelope 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
4. The responsive bid carrying the lowest price will be recommended for contract award.

5. Bid results may be obtained from the Contracting Officer named on the cover page of the Invitation to tender following completed evaluation.

SI08 COMPLETION OF SUBMISSION

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

SI09 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).

SI10 DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

SI11 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 SI11 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 SI11 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.

SI12 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. Additional copies, up to a maximum (1), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI13 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. 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 4) 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 4).

If you accept fill out and sign (Appendix 4)

** 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.*

SI14 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appl>

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

Standard Acquisition Clauses and Conditions (SACC) Manual <http://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, DOCUMENTS SAFEGUARDING

There is no 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 PERFORMANCE EVALUATION-CONTRACT

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

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

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.

SC05 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 | 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 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/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Project No. R. 013137.007

Port Stanley Harbour, East Headlands, Port Stanley, Ontario
172 Main St
Port Stanley, ON N5L 1H6

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 15 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 - 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.

| LUMP SUM AMOUNT (LSA) Excluding applicable tax(es) | |
|--|--|
|--|--|

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 (PU) | Extended Amount (EQxPU) GST/HST extra |
|------|-------------------------|--|-----------------|-------------------------|---------------------|---------------------------------------|
| 1 | 02 41 15 | Demolition, removal and disposal of waste debris in Work Area. | m ² | 300 | | |
| 2 | 31 11 00 | Clearing of Work Area | m ² | 83,730 | | |
| 3 | 31 11 00 | Grubbing of Work Area | m ² | 83,730 | | |
| 4 | 31 11 00 | Clearing of Isolated Trees | each | 12 | | |
| 5 | 31 14 13 | Supply, delivery, and placement of imported topsoil | m ³ | 8,500 | | |
| 6 | 31 23 11 | Excavate, grade and compact native soils to identified grades | m ³ | 22,500 | | |
| 7 | 31 23 11 | Recovery, delivery, placement and compaction of imported clean fill from MCE source site | m ³ | 8,000 | | |
| 8 | 31 23 11 | Supply, delivery, placement and compaction of imported clean fill as risk management cap | m ³ | 25,500 | | |
| 9 | 31 23 11 | Supply, delivery, placement and compaction of imported Rip Rap in Soak Away Pits | m ³ | 125 | | |
| 10 | 31 32 19.01 | Supply, and place non-woven geotextile used to underlie clean soil cap | m ² | 85,000 | | |
| 11 | 31 32 19.01 | Supply, place and maintain erosion control blanket on seeded topsoil | m ² | 85,000 | | |

Solicitation No. - N° de l'invitation
EQ447-180524/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
pwl048

Client Ref. No. - N° de réf. du client
R.013137.007

File No. - N° du dossier
PWL-7-40016

CCC No./N° CCC - FMS No/ N° VME

| Item | Specification Reference | Class of Labour, Plant or Material | Unit of Measure | Estimated Quantity (EQ) | Price per Unit PU | Extended Amount (EQxPU) GST/HST extra |
|--|-------------------------|--|-----------------|-------------------------|-------------------|---------------------------------------|
| 12 | 32 92 19.13 | Supply, delivery and placement of seed | m ² | 85,000 | | |
| 13 | 32 92 19.13 | Supply, delivery and placement of aquatic plants | each | 280 | | |
| TOTAL EXTENDED AMOUNT (TEA) Excluding GST / HST | | | | | | |

| | |
|---|--|
| TOTAL BID AMOUNT (LSA +TEA) Excluding applicable tax(s) | |
|---|--|

APPENDIX 2 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsqc-pwqsc.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.

This image shows a single sheet of white paper with horizontal blue 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.

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:

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 : _____

APPENDIX 5 - QUALIFICATIONS FORM (MANDATORY REQUIREMENTS) MANDATORY QUALIFICATIONS AND SUBMISSIONS

- 1a. The Bidder **Must** demonstrate past performance of the contractor or horticultural subcontractor responsible for executing the duties in Section 32 92 19.13 by submitting with their proposal (3) successfully completed landscaping projects of similar size and scope as per the solicitation where the surface area of the site was 5 hectares *or greater*. The referenced projects must have been located in Southwestern Ontario Region and for a commercial, industrial, or government property within the last 5 years from the bid closing date.
- 1b. The Bidder **Must** demonstrate the proposed on-site field supervisor responsible for the execution of the duties in Section 32 92 19.13 has experience managing landscaping projects to completion by submitting with their proposal (3) successfully completed projects of similar size and scope as per the solicitation where *the surface area of the site must be a minimum of 5 hectares or greater* within the last (5) years from the bid closing. One of the projects submitted for the proposed field supervisor must be from one of the three projects submitted for Qualifications 1a.
2. Each Proponent must provide with their bid, information demonstrating that they meet the above criteria (1a & 1b).

Bidders must complete the forms included herein or a facsimile, which includes all of the information contained therein. These forms must be included as part of the bid submission in "Envelope One - QUALIFICATIONS"

Form No. 1 - Contractor's Information

Form No. 2 – Submit 3 Projects to demonstrate the Bidder managed Landscaping Projects to completion.

Form No. 3 – Submit 3 Projects to demonstrate experience of the Bidders' proposed on-site field supervisor managed projects to completion.

Any Bid that fails to submit the required information or fails to meet any of the mandatory qualifications above shall be declared non-compliant and shall receive no further consideration. "Envelope Two - PRICE", shall be returned unopened, for any bid declared non-compliant.

**APPENDIX 5 - QUALIFICATIONS FORM
FORM No. 1**

**CONTRACTOR'S INFORMATION
(THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN
ENVELOPE 1 - QUALIFICATIONS)**

Company Name: _____

Full Address: _____

Telephone Number: _____

E-mail Address: _____

Fax Number: _____

Contact Name: _____

Title: _____

Firms' Main Field of Activity: _____

**APPENDIX 5 - QUALIFICATIONS FORM
FORM No. 2**

PREVIOUS LANDSCAPING PROJECTS

PROJECT ONE

**THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN
ENVELOPE 1 – QUALIFICATIONS**

Title of Project: _____
Name and Location of Work: _____
Municipality and Province: _____
Description of Work (Landscaping): _____

Size of the Project
(Surface area): _____ Hectare

Final Completion Date: _____

Final Value of all Work: _____

Name of Project: _____

Telephone: _____

Contact Name of Project Client: _____

Telephone: _____

Was the landscaping project located in Southwestern Ontario Region?

Yes () No ()

This is to certify that we acted as the contractor or horticultural subcontractor for the project referenced above.

Signature

Date

**APPENDIX 5 - QUALIFICATIONS FORM
FORM No. 2**

PREVIOUS LANDSCAPING PROJECTS

PROJECT TWO

**THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN
ENVELOPE 1 – QUALIFICATIONS**

Title of Project: _____
Name and Location of Work: _____
Municipality and Province: _____
Description of Work (Landscaping): _____

Size of the Project
(Surface area): _____ Hectare

Final Completion Date: _____

Final Value of all Work: _____

Name of Project: _____

Telephone: _____

Contact Name of Project Client: _____

Telephone: _____

Was the landscaping project located in Southwestern Ontario Region?

Yes (___) No (___)

This is to certify that we acted as the contractor or horticultural subcontractor for the project referenced above.

Signature

Date

**APPENDIX 5 - QUALIFICATIONS FORM
FORM No. 2**

PREVIOUS LANDSCAPING PROJECTS

PROJECT THREE

**THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN
ENVELOPE 1 – QUALIFICATIONS**

Title of Project: _____
Name and Location of Work: _____
Municipality and Province: _____
Description of Work (Landscaping): _____

Size of the Project
(Surface area): _____ Hectare

Final Completion Date: _____

Final Value of all Work: _____

Name of Project: _____

Telephone: _____

Contact Name of Project Client: _____

Telephone: _____

Was the landscaping project located in Southwestern Ontario Region?

Yes (___) No (___)

This is to certify that we acted as the contractor or horticultural subcontractor for the project referenced above.

Signature

Date

**APPENDIX 5 - QUALIFICATIONS FORM
FORM No. 3**

**ON-SITE FIELD SUPERVISOR
PROEJCT ONE**

**THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN
ENVELOPE 1 – QUALIFICATIONS**

Demonstrate On-Site Field Supervisor individual experience as follows:

The Bidder **Must** demonstrate the proposed on-site field supervisor responsible for the execution of the duties in Section 32 92 19.13 has experience managing landscaping projects to completion by submitting with their proposal (3) successfully completed projects of similar size and scope as per the solicitation where *the surface area of the site must be a minimum of 5 hectares or greater within the last (5) years from the bid closing*. One of the projects submitted for the proposed field supervisor must be from one of the three projects submitted for Qualifications 1a.

For Site Supervisor specified, the Bidder **MUST** complete the 'On-Site Field Supervisor Information' section.

On-Site Field Supervisor Information:

On-Site Field Supervisor's Name: _____

Years of Experience: _____

Project Title: _____

Project Location: _____

Project Completion Date: _____

Project Description: _____

Size of the Project:

(Surface area) _____ Hectare

Project Client: _____

Contact Information: Name: _____

Telephone no.: _____ Fax: _____

E-mail address: _____

Was the landscaping project completed in the last five (5) years?

Yes () No ()

I, the undersigned, hereby certify that the information provided herein is accurate to the best of my knowledge.

Name (print): _____ Title: _____

Signature: _____ Date: _____

Please be advised PWGSC reserves the right to contact the person named above to verify the information contained herein.

**APPENDIX 5 - QUALIFICATIONS FORM
FORM No. 3**

**ON-SITE FIELD SUPERVISOR
PROJECT TWO**

**THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN
ENVELOPE 1 – QUALIFICATIONS**

Demonstrate On-Site Field Supervisor individual experience as follows:

The Bidder **Must** demonstrate the proposed on-site field supervisor responsible for the execution of the duties in Section 32 92 19.13 has experience managing landscaping projects to completion by submitting with their proposal (3) successfully completed projects of similar size and scope as per the solicitation where *the surface area of the site must be a minimum of 5 hectares or greater within the last (5) years from the bid closing*. One of the projects submitted for the proposed field supervisor must be from one of the three projects submitted for Qualifications 1a.

For Site Supervisor specified, the Bidder **MUST** complete the 'On-Site Field Supervisor Information' section.

On-Site Field Supervisor Information:

On-Site Field Supervisor's Name: _____

Years of Experience: _____

Project Title: _____

Project Location: _____

Project Completion Date: _____

Project Description: _____

Size of the Project:

(Surface area) _____ Hectare

Project Client: _____

Contact Information: Name: _____

Telephone no.: _____ Fax: _____

E-mail address: _____

Was the landscaping project completed in the last five (5) years?

Yes () No ()

I, the undersigned, hereby certify that the information provided herein is accurate to the best of my knowledge.

Name (print): _____ Title: _____

Signature: _____ Date: _____

Please be advised PWGSC reserves the right to contact the person named above to verify the information contained herein.

**APPENDIX 5 - QUALIFICATIONS FORM
FORM No. 3**

**ON-SITE FIELD SUPERVISOR
PROJECT THREE**

**THIS FORM OR A COPY IDENTICAL IN CONTENT & FORMAT, MUST BE INCLUDED IN
ENVELOPE 1 – QUALIFICATIONS**

Demonstrate On-Site Field Supervisor individual experience as follows:

The Bidder **Must** demonstrate the proposed on-site field supervisor responsible for the execution of the duties in Section 32 92 19.13 has experience managing landscaping projects to completion by submitting with their proposal (3) successfully completed projects of similar size and scope as per the solicitation where *the surface area of the site must be a minimum of 5 hectares or greater within the last (5) years from the bid closing*. One of the projects submitted for the proposed field supervisor must be from one of the three projects submitted for Qualifications 1a.

For Site Supervisor specified, the Bidder **MUST** complete the 'On-Site Field Supervisor Information' section.

On-Site Field Supervisor Information:

On-Site Field Supervisor's Name: _____

Years of Experience: _____

Project Title: _____

Project Location: _____

Project Completion Date: _____

Project Description: _____

Size of the Project:

(Surface area) _____ Hectare

Project Client: _____

Contact Information: Name: _____

Telephone no.: _____ Fax: _____

E-mail address: _____

Was the landscaping project completed in the last five (5) years?

Yes () No ()

I, the undersigned, hereby certify that the information provided herein is accurate to the best of my knowledge.

Name (print): _____ Title: _____

Signature: _____ Date: _____

Please be advised PWGSC reserves the right to contact the person named above to verify the information contained herein

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

Page 1 of 2

Travaux publics et
Services gouvernementaux
CanadaPublic Works and
Government Services
Canada

Description and Location of Work

Port Stanley Harbour, East Headlands, Port Stanley, Ontario
172 Main St
Port Stanley, ON N5L 1H6Contract No.
EQ447-
180524/AProject No.
R.013137.007

| | | | | |
|--|-----------------------|------|----------|-------------|
| 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 | | | | |
| <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 | | |
|---|-----------------------------------|--------------------------------|--------------------------|--|--------------------------------|--------------------------------------|
| | | | | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate |
| Commercial General Liability | | | | \$ | \$ | \$ |
| Umbrella/Excess Liability | | | | \$ | \$ | \$ |
| Builder's Risk / Installation Floater | | | | \$ | | |
| Pollution Liability | | | | \$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | | Aggregate \$ |
| Insert other type of insurance as required | | | | \$ | | |

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>).

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.

Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.

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

(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 |
|-----------------------------|-------|
| | |
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| | |

(Add rows as needed)

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 | | | |