



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Travaux publics et Services gouvernementaux  
Canada  
Place Bonaventure,  
800 rue de la Gauchetière Ouest  
Voir aux présentes - See herein  
Montréal  
Québec  
H5A 1L6  
FAX pour soumissions: (514) 496-3822

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Travaux publics et Services gouvernementaux Canada  
Place Bonaventure,  
800 rue de la Gauchetière Ouest  
Voir aux présentes - See herein  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Env. Remediation, Mont-Joli Airport	
<b>Solicitation No. - N° de l'invitation</b> EF928-180123/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> R.082515.001	<b>Date</b> 2017-07-25
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTC-775-14447	
<b>File No. - N° de dossier</b> MTC-7-40020 (775)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-08-17</b>	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Aguilera, Maria Pia	<b>Buyer Id - Id de l'acheteur</b> mtc775
<b>Telephone No. - N° de téléphone</b> (514) 496-3573 ( )	<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**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>

Solicitation No. - N° de l'invitation  
EF928-180123/A  
Client Ref. No. - N° de réf. du client  
R.082515.001

Amd. No. - N° de la modif.  
001  
File No. - N° du dossier  
mtc-7-40020

Buyer ID - Id de l'acheteur  
MTC775  
CCC No./N° CCC - FMS No./N° VME

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**AMENDMENT 001:**

**THIS DOCUMENT ANNULS AND REPLACES THE ORIGINAL TERMS AND CONDITIONS DOCUMENT.**

**ADDITION OF AN OPTIONAL SITE VISIT (see Article 2.6)**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this project.

### **1.2 Statement of Work**

The Work to be performed is detailed under Annex C – Statement of work.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)."

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### **2.3 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the **Public Service Superannuation Act** (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the **Supplementary Retirement Benefits Act**, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the **Canadian Forces Superannuation Act**, R.S., 1985, c. C-17, the **Defence Services Pension Continuation Act**, 1970, c. D-3, the **Royal Canadian Mounted Police Pension Continuation Act**, 1970, c. R-10, and the **Royal Canadian Mounted Police Superannuation Act**, R.S., 1985, c. R-11, the **Members of Parliament Retiring Allowances Act**, R.S. 1985, c. M-5, and that portion of pension payable to the **Canada Pension Plan Act**, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with **Contracting Policy Notice: 2012-2** and the **Guidelines on the Proactive Disclosure of Contracts**.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 (ten) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## 2.6 Optional site visit

It is strongly recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held on August 9th 2017. **The site visit will begin at 13:30 EDT.**

**The meeting point will be at the entrance of the access road "rue du Sergeant-Mayor Joseph-Pearson", located in front of 429, avenue Perreault East, Mont-Joli G0J 2L0.**

Bidders are requested to communicate with the Contracting Authority no later than August 7th, 2017 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

### 3.2 Bid security requirements

1. The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. Applicable Taxes shall not be included when calculating the amount of any bid security that may be required. The maximum amount of bid security required with any bid is \$2,000,000.

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with original signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
3. A security deposit shall be an original, properly completed, signed where required and be either
  - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
4. For the purposes of subparagraph 3. a. of GI08
  - a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
  - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - c. An approved financial institution is
    - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
    - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
    - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
    - v. Canada Post Corporation.
5. Bonds referred to in subparagraph 3. b. of GI08 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
  - a. payable to bearer;
  - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
6. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
7. An irrevocable standby letter of credit referred to in paragraph 6) of GI08 shall
  - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,
    - i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
    - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
    - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or

- 
- iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
          - b. state the face amount which may be drawn against it;
          - c. state its expiry date;
          - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
          - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
          - f. provide that it is subject to the International Chamber of Commerce (ICC) *Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision*, ICC Publication No. 600, Pursuant to the ICCUCP, a credit is irrevocable even if there is no indication to that effect; and
          - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
  8. Bid security shall lapse or be returned as soon as practical following
    - a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
    - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
    - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
    - d. the receipt of contract security, for the successful Bidder; or
    - e. the cancellation of the solicitation, for all Bidders.
  9. Notwithstanding the provisions of paragraph 8 of GI08 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

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## 10. PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- Execution of at least five (5) contaminated site remediation projects (soil and residual material) by excavation and off-site disposal delivered in the last five (5) years, of a minimum total cost of 500,000 \$ each (taxes excluded).
  - Please provide a project sheet for each project including a short description of the mandate, the total cost of the work executed and the coordinates of the person to contact for verification purposes.
- Execution of at least three (3) contaminated site remediation projects by excavation and off-site disposal that included excavation water management (pumping, storage and treatment or disposal) and the construction of a saturated soil storage platform equipped with a water collection system, delivered in the last five (5) years, of a minimum total cost of 100,000 \$ each (taxes excluded).
  - Please provide a project sheet for each project including a short description of the mandate, the total cost of the work executed and the coordinates of the person to contact for verification purposes.
- Execution of at least three (3) contaminated site remediation projects by excavation and off-site disposal that included remediation works in a waterway or a ditch, delivered in the last five (5) years, of a minimum total cost of 50,000 \$ each (taxes excluded).
  - Please provide a project sheet for each project including a short description of the mandate, the total cost of the work executed and the coordinates of the person to contact for verification purposes.
- Execution of at least two (2) contaminated site remediation projects that included remediation works in a wetland, delivered in the last five (5) years, of a minimum total cost of 50,000 \$ each (taxes excluded).
  - Please provide a project sheet for each project including a short description of the mandate, the total cost of the work executed and the coordinates of the person to contact for verification purposes.

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**Among the projects presented, execution of at least five (5) projects in the province of Quebec, to demonstrate that the Contractor has experience using Quebec regulations and applicable technical standards and guides.**

- Project manager with at least five (5) years' experience in contaminated site remediation.
  - Please provide the résumé showing how the project manager fulfils the requirements (at least past employers and title, a list of projects executed, and the responsibilities in the execution of the projects).
  
- Project director with at least ten (10) years' experience in contaminated site remediation.
  - Please provide the résumé showing how the project director fulfils the requirements (at least past employers and title, a list of projects executed, and the responsibilities in the execution of the projects).

#### **4.1.2 Financial Evaluation**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **5.2.3 Compliance with applicable laws**

By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.

For the purpose of validating the certification in paragraph 1) of G14, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.

Failure to comply with the requirements of paragraph 2) of G14 shall result in disqualification of the bid.

### **5.2.4 Listing of Subcontractors and Suppliers**

Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its bid.

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## PART 6 - RESULTING CONTRACT CLAUSES

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

Environmental remediation work 2017- 2018  
Mont-Joli Airport

### 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 must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work on or before December 22<sup>nd</sup> 2017, from the date of notification of acceptance of the offer. The completion date is (date).

### BA07 BID SECURITY

The Bidder must enclose 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) The prices per unit will 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.

**Section 1.1 Firm Price – General Items (for all sectors)**

Sections	Description	All-inclusive firm price (GST/HST not included) C\$
1.1.1	Worksite organization and project monitoring	\$ _____
1.1.2	Deliverables	\$ _____
Estimated total price of the work subject to firm prices – General items (excluding GST/HST)		\$ _____

**Section 1.2 Firm Price – Specific Items for Each Sector**

Sections	Description	All-inclusive firm price (GST/HST not included) C\$
<b>FORMER BUILDING H-3 SECTOR</b>		
1.2.1	Reinforcing, preserving, temporarily dismantling, securing and restoring of infrastructure (hydro pole, fence and underground pipes)	\$ _____
<b>FORMER COAL STORAGE SECTOR</b>		
1.2.2	Construction of roadways and access roads	\$ _____
<b>TANKS SECTOR (FORMER SEPTIC TANKS)</b>		
1.2.3	Construction of dewatering basin	\$ _____
1.2.4	Construction of saturated soil storage platform	\$ _____

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1.2.5	Pumping and temporary storage of pumped water and discharge into the sewer	\$ _____
1.2.6	Cleaning and camera inspection of the inflow pipe	\$ _____
<b>DITCH SECTOR</b>		
1.2.7	Ditch dewatering	\$ _____
<b>FORMER RAILWAY LINE SECTOR</b>		
1.2.8	Construction of roadways and access roads	\$ _____
1.2.9	Pumping of water from excavation and discharge in wooded area	\$ _____
<b>LUMP SUM AMOUNT (LSA) (sections 1.1, 1.2)</b> Excluding applicable tax(s)		\$ _____

## 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.

### Section 1.3. Firm Unit Prices

Sections	Description	Unit	Estimated Quantity (Note 1)	Firm Unit Price	Total Estimated Cost
<b>FORMER BUILDING H-3 SECTOR</b>					<b>Sector</b>
1.3.1	Test trenches (depth < 3 m, per trench)	trenches	5	\$ _____	\$ _____
1.3.2	Excavation, segregation, piling and backfilling of clean surface soil	m <sup>3</sup>	225	\$ _____	\$ _____
1.3.3	Excavation, segregation, piling, loading, transportation and off-site disposal of contaminated soil PH C <sub>10</sub> -C <sub>50</sub> < B BTEX: < B PAHs: < C Metals: C-RESC	t	160	\$ _____	\$ _____
1.3.4	Excavation, segregation, piling, loading, transportation and off-site disposal of contaminated soil PH C <sub>10</sub> -C <sub>50</sub> : > RESC BTEX: > RESC PAHs: C-RESC Metals: C-RESC	t	80	\$ _____	\$ _____
1.3.5	Backfilling and compacting the excavation with Class B borrow materials	t	240	\$ _____	\$ _____
<b>FORMER COAL STORAGE SECTOR</b>					
1.3.6	Test trenches (depth < 3 m per trench)	trenches	10	\$ _____	\$ _____
1.3.7	Excavation, segregation, piling, loading, transportation and off-site disposal of non hazardous residual materials	t	520	\$ _____	\$ _____
1.3.8	Excavation, segregation, piling, loading, transportation and off-site disposal of contaminated soil Metals: C-RESC	t	130	\$ _____	\$ _____
1.3.9	Backfilling and compacting the excavation with Class B borrow materials	t	131	\$ _____	\$ _____
1.3.10	Backfilling of the excavation with topsoil	t	243	\$ _____	\$ _____
1.3.11	Hydraulic seeding	m <sup>2</sup>	1,295	\$ _____	\$ _____

Sections	Description	Unit	Estimated Quantity (Note 1)	Firm Unit Price	Total Estimated Cost
<b>FORMER DUMP SITE-1 AND FORMER DUMP SITE-2</b>					
1.3.12	Backfilling of the excavation with topsoil	t	443	\$ _____	\$ _____
1.3.13	Hydraulic seeding	m <sup>2</sup>	2,364	\$ _____	\$ _____
<b>SEPTIC TANKS SECTOR</b>					
1.3.14	Excavation, segregation, piling and backfilling of clean surface soil	m <sup>3</sup>	1,306	\$ _____	\$ _____
1.3.15	Excavation, segregation, piling, loading, transportation and off-site disposal of non hazardous residual materials (not reclaimable)	t	1,850	\$ _____	\$ _____
1.3.16	Excavation, segregation, piling, loading, transportation and disposal of creosoted wood	t	90	\$ _____	\$ _____
1.3.17	Extracting contamination from oil-stained concrete using abrasive blasting	m <sup>2</sup>	527	\$ _____	\$ _____
1.3.18	Extracting contamination from oil-stained concrete using mechanical methods	m <sup>2</sup>	527	\$ _____	\$ _____
1.3.19	Dismantling, separating, fragmenting, temporary storage, loading, transportation and disposal of clean concrete (PH C <sub>10</sub> -C <sub>50</sub> < C)	t	379	\$ _____	\$ _____
1.3.20	Dismantling, separating, fragmenting, temporary storage, loading, transportation and disposal of contaminated concrete and cleaning residues (PH C <sub>10</sub> -C <sub>50</sub> > C but < 30 000 mg/kg)	t	190	\$ _____	\$ _____
1.3.21	Dismantling, separating, fragmenting, temporary storage, loading, transportation and disposal of contaminated concrete and cleaning residues (hazardous residual materials) (PH C <sub>10</sub> -C <sub>50</sub> > C and > 30 000 mg/kg)	t	190	\$ _____	\$ _____
1.3.22	Excavation, segregation, piling, loading, transportation and off-site disposal of contaminated soil Metals: C-RESC	t	206	\$ _____	\$ _____
1.3.23	Excavation, segregation, piling, loading, transportation and off-site disposal of contaminated soil Metals: C-RESC	t	286	\$ _____	\$ _____
1.3.24	Transportation and disposal of water at an authorized treatment site	L	50,000	\$ _____	\$ _____
1.3.25	Backfilling and compacting the excavation with Class B borrow materials	t	2,219	\$ _____	\$ _____

Sections	Description	Unit	Estimated Quantity (Note 1)	Firm Unit Price	Total Estimated Cost
1.3.26	Backfilling of the excavation with topsoil	t	221	\$ _____	\$ _____
1.3.27	Hydraulic seeding	m <sup>2</sup>	1,178	\$ _____	\$ _____
<b>DITCH SECTOR</b>					
1.3.28	Testing trenches (depth < 3 m per trench)	trenches	10	\$ _____	\$ _____
1.3.29	Excavation, segregagtion, piling, loading, transportation and off-site disposal of contaminated soil PAHs: >RESC	t	120	\$ _____	\$ _____
1.3.30	Backfilling of the excavation with Class A MG-20 imported borrow materials, plus compacting	t	120	\$ _____	\$ _____
1.3.31	Backfilling of the excavation with topsoil	t	38	\$ _____	\$ _____
1.3.32	Hydraulic seeding	m <sup>2</sup>	200	\$ _____	\$ _____
<b>FORMER RAILWAY LINE SECTOR</b>					
1.3.33	Tree clearing	m <sup>2</sup>	250	\$ _____	\$ _____
1.3.34	Excavation, segregagtion, piling, loading, transportation and off-site disposal of non hazardous residual materials	t	766	\$ _____	\$ _____
1.3.35	Backfilling of the excavation with Class B imported borrow materials, plus compacting	t	412	\$ _____	\$ _____
1.3.36	Backfilling of the excavation with topsoil	t	221	\$ _____	\$ _____
1.3.37	Hydraulic seeding	m <sup>2</sup>	1,180	\$ _____	\$ _____
<b>FORMER GARAGES SECTOR</b>					
1.3.38	Excavation, segregation, piling and backfilling of clean surface soil	m <sup>3</sup>	71	\$ _____	\$ _____
1.3.39	Excavation, segregagtion, piling, loading, transportation and off-site disposal of non-hazardous residual materials (slag and coal)	t	266	\$ _____	\$ _____
1.3.40	Excavation, segregagtion, piling, loading, transportation and off-site disposal of non-hazardous residual materials (asphalt)	t	95	\$ _____	\$ _____
1.3.41	Backfilling of the excavation with Class B imported borrow materials, plus compacting	t	119	\$ _____	\$ _____

Sections	Description	Unit	Estimated Quantity (Note 1)	Firm Unit Price	Total Estimated Cost
1.3.42	Backfilling of the excavation with topsoil	t	151	\$ _____	\$ _____
1.3.43	Hydraulic seeding	m <sup>2</sup>	807	\$ _____	\$ _____
<b>FORMER BOILER HOUSE SECTOR</b>					
1.3.44	Excavation, segregagtion, piling, loading, transportation and off-site disposal of non-hazardous residual materials	t	233	\$ _____	\$ _____
1.3.45	Backfilling of the excavation with Class B imported borrow materials, plus compacting	t	19	\$ _____	\$ _____
1.3.46	Backfilling of the excavation with topsoil	t	134	\$ _____	\$ _____
1.3.47	Hydraulic seeding	m <sup>2</sup>	715	\$ _____	\$ _____
<b>FORMER ASPHALT PLANT SECTOR</b>					
1.3.48	Excavation, temporary storage, transportation and off-site disposal of non-hazardous residual materials (asphalt fragments)	t	36	\$ _____	\$ _____
1.3.49	Hydraulic seeding	m <sup>2</sup>	1 117	\$ _____	\$ _____

<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable tax(e)s	\$ _____
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*Note 1: Estimated quantity for bidding purposes. This quantity will be adjusted on the basis of the field observations. The quantities must be approved in advance by the project authority*

<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable tax(e)s	\$ _____
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### APPENDIX 3 - 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			

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

Contracting Authority is:

Name: Maria Pia Aguilera

Title: Procurement Specialist

Department: Public Works and Government Services Canada

Telephone: 514-496-3573

Email: mariapia.aguilera@pwgsc-tpsgc.gc.ca

Technical Authority is:

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

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

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

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

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

Email: \_\_\_\_\_

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**APPENDIX 5 – 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



Description and Location of Work  Environmental Remediation Work 2017- 2018 Mont-Joli Airport	Contract No. EF928-180123
	Project No. R.082515.001

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

Additional Insured  
*Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services*

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
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
<b>Builder's Risk / Installation Floater</b>				\$		
<b>Insert other type of insurance as required</b>				\$		

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) number	Telephone
Signature	Date D / M / Y

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## 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 Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting 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>).

### Other types of Insurance

To be inserted below according to specifics of project.



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## **ANNEX C - STATEMENT OF WORK**

### **REQUEST FOR PROPOSAL**

**Environmental Remediation work 2017 -2018**

**Mont-Joli Airport**

**Project No. R.082515.001**

(see attached document)