



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions → TPSGC

10th Floor, 4900 Yonge Street /

10e étage, 4900 rue Yonge

Toronto

Ontario

M2N 6A6

INVITATION TO TENDER

APPEL D'OFFRES

**Tender To: Public Works and Government Services
Canada**

We hereby offer to sell to Her Majesty the Queen in right of
Canada, in accordance with the terms and conditions set
out herein, referred to herein or attached hereto, the goods,
services, and construction listed herein and on any attached
sheets at the price(s) set out therefor.

Soumission aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la
Reine du chef du Canada, aux conditions énoncées ou
incluses par référence dans la présente et aux annexes
ci-jointes, les biens, services et construction énumérés
ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region

10th Floor, 4900 Yonge Street

Toronto

Ontario

M2N 6A6

Title - Sujet Rondeau Jetty 5 Rehabilitation	
Solicitation No. - N° de l'invitation F2930-200019/A	Date 2020-11-05
Client Reference No. - N° de référence du client F2930-200019	GETS Ref. No. - N° de réf. de SEAG PW-\$PWL-060-2545
File No. - N° de dossier PWL-0-43037 (060)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2020-12-01 Heure Normale du l'Est HNE	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Chui, Stanley	Buyer Id - Id de l'acheteur pwl060
Telephone No. - N° de téléphone (416) 949-5388 ()	FAX No. - N° de FAX (416) 952-1257
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Rondeau (Ericau), Ontario	

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
Rondeau Jetty #5 Refurbishment
Erieau, Ontario

IMPORTANT NOTICE TO BIDDERS

Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI07 for further Instructions.

SI10 Rights of Canada has been added

GI08 of R2710T has changed, see SI05 Bid Security Requirements.

GI09 of R2710T has changed, see SI06 Submission of Bid

GC9.2.2 of R2890D has changed, see SC06 Types and Amounts of Contract Security

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>

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 <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

LISTING OF SUBCONTRACTORS AND SUPPLIERS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI10 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)

The following GI's are included by reference and are available at the following Web Site

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

- GI01 Integrity Provisions - Bid
- GI02 Completion of Bid
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- BA08 Signature

Solicitation No. - N° de l'invitation
F2930-200019/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
PWL060

Client Ref. No. - N° de réf. du client
F2930-200019

File No. - N° du dossier
PWL-043037

CCC No./N° CCC - FMS No./N° VME

APPENDIX "1" COMBINED PRICE FORM

APPENDIX "2" INTEGRITY PROVISIONS

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ANNEX "A" CERTIFICATE OF INSURANCE

ANNEX "B" - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 BID DOCUMENTS

1. The following are the Bid Documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2019-05-30)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

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

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address Stanley.chui@tpsgc-pwgsc.gc.ca Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PWGSC will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

SI03 OPTIONAL SITE VISIT

1. There will be an optional site visit on Wednesday, November 18, 2020 at 1:00 PM EST at 1560 Kerr Ave, Eriau, Ontario.
2. Safety Attire: In order to be guaranteed access to the site visit all persons should have the proper personal protection equipment (face covering/non-medical mask, safety boots, reflective vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
3. Bidders must register with the Contracting Officer, Stanley Chui at Stanley.Chui@tpsgc-pwgsc.gc.ca, to confirm attendance and provide the name of the person who will attend by 1:00 pm on Monday, November 16, 2020. Only one representative from each company permitted, to a maximum of 10 people including PSPC or other representatives.
4. **NOTE: As a result of the COVID-19 pandemic, the following precautions are mandatory during the site visit:**

Site Visit Plan

- Bidders to stay in their vehicles until the specified meeting time

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- At the specified meeting time, bidders will meet with the Departmental Representative at the gates to the facility for attendance and briefing
 - Departmental Representative will take attendance
 - Departmental Representative will lead bidders... allowing bidders to view the existing condition of the site

COVID-19 Precautions

- Bidders are to preregister 48 hours prior to the site visit, if they are not preregister they will not be permitted to attend the site visit
- Only one representative from each company permitted, to a maximum of 10 people including PSPC or other representatives
- We request that you wear a Non-medical masks/face covering at all times while outside of your vehicle.
- Maintain 2m social distancing at all time.
- Observe proper hand hygiene while on site. Sanitize hands before entering the site and after exiting. Attendees should bring hand sanitizer.
- Attendance will be taken by Bidders announcing their name and Departmental Representative recording (no list passed around).
- Bidder self-screening and declaration that they are not ill is required at arrival
- Avoid social greetings (e.g. shaking hands).

SI04 REVISION OF BID

A bid may be revised by letter, epost Connect or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is 416-952-1257 or 416-952-1256.

SI05 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable 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.
- 2.1 A bid bond may be submitted in an electronic or digital format if it meets the following criteria:
 - a. The version submitted by the Bidder must be verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
 - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
 - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
 - e. Submitting copies (**non-original or non-verifiable**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration.
- 2.2 Bonds failing the verification process will NOT be considered to be valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

SI06 SUBMISSION OF BID

R2710T GI09 Submission of bid is modified as follows

Add subparagraph 5 - Electronic Bid Submission by epost Connect service

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
- b. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC is:

Ontario: TPSGC.ORreceptiondessoumissions-ORBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an epost Connect conversation, as detailed in c., or to send proposals through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

- c. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

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- d. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
 - e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
 - f. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
 - g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
 - h. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
 - i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - j. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.

SI07 BID RESULTS

- 1. There will be no Public Opening for the purposes of this solicitation.
- 2. The responsive bid carrying the lowest price will be recommended for contract award.
- 3. Following solicitation closing, bid results may be obtained by submitting an e-mail request to Stanley.Chui@tpsgc-pwgsc.gc.ca

SI08 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.

SI09 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 will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada will continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, 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

SI10 RIGHTS OF CANADA

1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;
 - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
 - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI11 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided **with 1 electronic copy** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer.

SI12 LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

GI07 (2015-02-25) Listing of Subcontractors and Suppliers

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

SI13 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_eng.pdf

Labour and Material Payment Bond (form PWGSC-TPSGC 506)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

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

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

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

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

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

Trade agreements
<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
 - e. Supplementary Conditions
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. 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.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1) Insurance Contracts

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

2) Period of Insurance

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

3) Proof of Insurance

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

4) Insurance Proceeds

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

5) Deductible

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

SC03 Remove and Replace GC9.2.2. Types and Amounts of Contract Security with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:

- 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
 - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
 - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

SC04 VALUE ADDED PROPOSALS (VAP)

PWGSC may accept "value added proposals" (VAPs) from the Contractor after award of contract through the duration of the contract (as specified in the Bid and Acceptance of the tender document). The intent of the VAP is to improve the project by leveraging the successful contractor's knowledge and experience to improve efficiency and effectiveness of the work. PWGSC will review VAPs to determine benefits to the project and Canada and adherence to VAP guidelines.

VAP GUIDELINES

1. General
These guidelines apply to VAP's initiated and developed by the Contractor for proposed improvements to schedule, drawings, designs, specifications, materials or other requirements of the Contract. Proposals must be submitted in writing. This clause only applies to proposals identified by the Contractor at the time of submission to the Department Representative as a proposal submitted pursuant to this VAP clause. The contractor shall consider delays for approvals by other government departments or agencies having jurisdiction.
2. VAP Scope
The VAP's contemplated are those that would necessitate an amendment to the existing contractual terms and conditions.

In general VAP's shall be considered for improvements to the following:

1. Schedule;
 2. Project cost;
 3. Safety;
 4. Environmental impacts;
 5. Quality;
 6. Buildability;
 7. Project life cycle costs;
 8. Other aspects of the project; and
 9. Any combination of the above.
3. Project Constraints

VAP's must be compliant with the following constraints:

1. Shall not impair any of the essential functions, characteristics or code compliance of the project such as service life, reliability, economy of operation, ease of maintenance, and necessary standardized features, while maintaining the specified quality; and
2. Shall not change the location of the project.

4. Value Added Proposal Submissions

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

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

5. Value Added Proposal Submittal Documentation

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

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

6. Value Added Proposals Submittal Procedures

General Contractor Requirements:

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

Departmental Representative Requirements

1. Contractor may submit VAPs to the Departmental Representative after award of contract through the completion of the contract. As per the contract "time is of the essence" and as such proposals should be submitted as soon as possible after award.
2. Contractor will not proceed with work proposed in VAP until directed to by the Departmental Representative.

In addition to the VAP submittal documentation required, the submission shall include;

- a) Date and revision dates;
- b) Project title and number;

-
- c) Name and address of subcontractor, manufacturer, and supplier, Contractor stamp, signed by Contractor stamp, signed by the Contractor's authorized representative certifying approval of submission, Verification of VAP content, and compliance with SC04 clause and Contract documents.
3. Allow 10 working days for Departmental Representative's review of each submission. VAP will be reviewed in consultation with the Consultant.
 4. Makes changes to VAP submission as agreed upon with Departmental Representative.
 5. Acceptance of any value added proposal is at the sole discretion of Canada.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Project: F2930-200019
Title: Rondeau Jetty #5 Refurbishment
Location: Eriean, Ontario

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name: _____

Operating Name (if any): _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

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 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 within (12) weeks from the date of notification of acceptance of the offer.

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.

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 Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Estimated Total Price EQ x PU GST/HST Extra
	Structure Demolition					
1	02 41 16	Timber Fender Piles	each	1		
2	02 41 16	Steel Fender Piles	each	2		
	Cast in Place Concrete					
3	03 30 00	Deck Slab	square metres	145.0		
4	03 30 00	Approach Slab	square metres	6.5		
	Structural Steel					
5	05 12 33	Stringer Beams	each	18		
6	05 12 33	Pile Caps	each	10		
	Metal Fabrication					
7	05 00 00	Ladders	each	1		
8	05 00 00	HSS Curbs	jetty	1		
	Painting Exterior Metal Surfaces					
9	09 97 19	Painting HSS Curbs	jetty	1		
	Common Work Results Electrical					
10	26 05 00	Salvaged Teck Cables	jetty	1		
11	26 05 00	Receptacles	each	4		
	Filled Tubular Steel Piles					
12	31 62 16	Supply of Vertical Steel Pipe Piles	metre	365.76		

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Buyer ID - Id de l'acheteur
PWL060

Client Ref. No. - N° de réf. du client
F2930-200019

File No. - N° du dossier
PWL-043037

CCC No./N° CCC - FMS No./N° VME

13	31 62 16	Supply of Fender Steel Pipe Piles	each	6.00		
14	31 62 16	Installation of Vertical Piles	metre	330.59		
15	31 62 16	Installation of Fender Piles	each	6.00		
	Rubber Marine Fenders					
16	35 59 13	Rubber Fenders	metre	96.0		
17	35 59 13	Tire Fenders	each	65		
TOTAL EXTENDED AMOUNT (TEA)						
Excluding Applicable Taxe(s)						

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

APPENDIX 3 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractor and Suppliers	Division
1		31 62 16
2		03 30 00

APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, 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 on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
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 page 2 of 2.

If you accept fill out and sign page 2 of 2.

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

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File No. - N° du dossier
PWL-043037

CCC No./N° CCC - FMS No./N° VME

Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

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

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

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					Contract No.					
					Project No.					
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						
Commercial General Liability Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate				
				\$	\$	\$				
Builder's Risk / Installation Floater				\$						
<p>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.</p> <table border="1"><tr><td><div></div> Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)</td><td><div></div> Telephone number</td></tr><tr><td><div></div> Signature</td><td><div></div> Date D / M / Y</td></tr></table>							<div></div> Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	<div></div> Telephone number	<div></div> Signature	<div></div> Date D / M / Y
<div></div> Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	<div></div> Telephone number									
<div></div> Signature	<div></div> 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 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>).

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 to the Contracting Authority either six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade