

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Public Works and Government Services
Canada**
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

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
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Fencing Contractor	
Solicitation No. - N° de l'invitation EW038-131918/A	Date 2012-11-01
Client Reference No. - N° de référence du client PWGSC 20131918	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-011-9601
File No. - N° de dossier PWU-2-35277 (011)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-20	
Time Zone Fuseau horaire Mountain Standard Time MST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hugo (RPC), Tammey	Buyer Id - Id de l'acheteur pwu011
Telephone No. - N° de téléphone (780) 497-3917 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	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

Solicitation No. - N° de l'invitation

EW038-131918/A

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

PWGSC 20131918

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-2-35277

Buyer ID - Id de l'acheteur

pwu011

CCC No./N° CCC - FMS No/ N° VME

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

IMPORTANT CHANGES HAVE BEEN BROUGHT, refer to the Special Instructions to Bidders SI01 paragraphs 3 also Appendice 1 for requirements related to the Code of Conduct for Procurement.

CLAUSES REFERRED TO BY NUMBER (I.E. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE

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

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries During the Solicitation Period
- SI03 Optional Site Visit
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient Funding
- SI07 Bid Validity Period
- SI08 Construction Documents
- SI09 WCB and Safety Program
- SI10 Web Sites

GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2012-07-16)

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 Code of Conduct and Certification - Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Goods and Services Tax/Harmonized Sales Tax
- GI05 Quebec Sales Tax
- GI06 Capital Development and Redevelopment Charges
- GI07 Registry and Pre-qualification of Floating Plant
- GI08 Listing of Subcontractors and Suppliers
- GI09 Bid Security Requirements
- GI10 Submission of Bid
- GI11 Revision of Bid
- GI12 Rejection of Bid
- GI13 Bid Costs
- GI14 Procurement Business Number
- GI15 Compliance With Applicable Laws
- GI16 Approval of Alternative Materials
- GI17 Performance Evaluation
- GI18 Conflict of Interest-Unfair Advantage

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

- SC02 Workplace Safety and Health

CONTRACT DOCUMENTS (CD)

BID AND ACCEPTANCE FORM (BA)

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security

Solicitation No. - N° de l'invitation

EW038-131918/A

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

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PWU-2-35277

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pwu011

CCC No./N° CCC - FMS No/ N° VME

BA08 Signature

APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

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 to Bidders [R2710T] (2012-07-16); As amended by paragraph 3 below.
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendice(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 to Bidders 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>

3. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

a. The text under Subsection 4 of GI01 - Code of Conduct and Certifications - Bid of R2710T referenced above is replaced by:

4. Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

b. The text under Subsection 5 of GI01 - Code of Conduct and Certifications - Bid of R2710T referenced above is replaced by:

5. The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI16 of R2710T "General Instructions to Bidders", enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI03 OPTIONAL SITE VISIT

There will be a site visit on Friday, November 9, 2012 at 10:00 AM MST. Interested bidders are to meet at Edmonton Maximum Security Institute, Front Gate, Edmonton, Alberta. Bidders that do not attend are not precluded from submitting a bid.

SI04 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI11 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is (780) 497-3510.

SI05 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling at telephone No. (780) 497-3917

SI06 INSUFFICIENT FUNDING

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI07 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI12 of R2710T "General Instructions to Bidders".

SI08 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of (2), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI09 WCB and SAFETY PROGRAM

- 1) The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1 a Workers Compensation Board Premium Rate Statement - Alberta, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
- 2) The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

SI10 WEB SITES

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

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

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

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

Certificate of Insurance (form PWGSC-TPSGC 357) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

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

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

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/index-eng.html>

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS

- .1 NIL security screening required, no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the facility / site as and where required by Correctional Services Canada personnel or those authorized by CSC to do so on its behalf.
- .2 Contractor personnel shall submit to a local verification of identity / information by Correctional Services Canada, prior to admittance to the facility / site. Correctional Services Canada reserves the right to deny access to any facility / site or part thereof of any Contractor personnel, at any time.

SC02 Workplace Safety and Health

1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Alberta, and for the duration of the Work:
 - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2 accept the role of Prime Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
 - 1.1.3.1 accept, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order" definition: after contract award, Contractor is ordered by a Change Order

2. SUBMITTALS

- 2.1 The Contractor shall provide to Canada:
 - 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
 - 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
 - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
 - 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

3. LABOUR AUTHORITY CONTACT:

Solicitation No. - N° de l'invitation

EW038-131918/A

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

PWGSC 20131918

Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-2-35277

Buyer ID - Id de l'acheteur

pwu011

CCC No./N° CCC - FMS No/ N° VME

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

ALBERTA South

Alberta Human Resources and Employment
Workplace Health and Safety
600 – 727, 7th Avenue S.W.
Calgary, Alberta, T2P 0Z5

Telephone: 1(866) 415-8690
Facsimile: (403) 297-7893

ALBERTA North

Alberta Human Resources and Employment
Workplace Health and Safety
10th Floor, 7th Street Plaza
10030-107 Street
Edmonton, Alberta, T5J 3E4

Telephone: 1(866) 415-8690
Facsimile: (780) 427-0999

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

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

GC1 General Provisions	R2810D	(2012-07-16); <u>As amended by paragraph 5 below.</u>
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2012-07-16);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2012-07-16);
GC9 Contract Security	R2890D	(2012-07-16);
GC10 Insurance	R2900D	(2008-05-12);
Supplementary Conditions		
Insurance Terms	R2910D	(2008-12-12);
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
- 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. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.

4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

5. General Condition GC1, General Provisions (R2810D) add subsection GC1.20 "Code of Conduct and Certifications - Contract" as follows.

GC1.20 Code of Conduct and Certifications - Contract

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.
5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.
6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:

-
- a. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or federal financial institutions*), section 52 (*False or misleading (Deceptive notice of winning a prize)*) under the *arrangements of representation*, section 53 Competition Act, or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the Criminal Code of Canada, or
- c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the Financial Administration Act, or
- d. section 239 (*False or deceptive statements*) of the Income Tax Act, or
- e. section 327 (*False or deceptive statements*) of the Excise Tax Act, or
- f. section 3 (*Bribing a foreign public official*) of the Corruption of Foreign Public Officials Act, or
- g. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the Controlled Drugs and Substance Act.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under Financial Administration Act, the Contractor must provide a certified copy of the confirming documentation from an official source.

Solicitation No. - N° de l'invitation

EW038-131918/A

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BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Title: Fencing - Containment
Correctional Services Canada
Edmonton Maximum Security Institute, Private Family Visitation area ,Edmonton, AB
Project No.: R.058797.001

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-Mail: _____

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 of

\$ _____ excluding GST/HST.
(amount in numbers)

BA04 BID VALIDITY PERIOD

The bid shall not be withdrawn for a period of [_30_] days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work by March 31, 2013.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI09 - Bid Security Requirements of R2710T - General Instructions to Bidders.

BA08 SIGNATURE

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

Signature

Date

Solicitation No. - N° de l'invitation

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

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APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

NOTE TO BIDDERS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS