

# Tender Documents

## Invitation to Tender

Waskesiu Lake Bank Stabilization – Nature Centre,  
Prince Albert National Park

**Solicitation No: 5P420-14-5008/A**

**Closing Date and Time: June 03, 2014 @ 02:00 p.m. (MDT)**

<b>RETURN BIDS TO:</b>  Parks Canada Agency Contract/Procurement Services 1300, 635-8 Ave SW Calgary, AB T2P 3M3	<b>DIRECT TECHNICAL INQUIRIES AND CONTRACTUAL INQUIRES TO:</b>  Joanne Cuthbert  Telephone No: (403) 292-4558 Facsimile No: (403) 292-4475
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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### INSURANCE TERMS

The Insurance Terms have been amended. Refer to the Supplementary Conditions.

#### REMINDER

Changes to PST, GST, HST in British Columbia, Quebec, and Prince Edward Island

Bidders are reminded that there were changes to the Provincial Sales Tax (PST), Goods and Services Tax (GST), and Harmonized Sales Tax (HST) in the provinces of British Columbia (BC), Quebec (QC), and Prince Edward Island (PE). These were effective April 1, 2013.

“Applicable Taxes” are paid by Canada in accordance with the General Conditions. It is the bidder's responsibility to ensure their submission accounts for these changes. There will be no adjustment for any change to increase the Contract Amount due to these changes.

The Bidder is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes. The Bidder must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

It is the Bidders responsibility to incorporate the appropriate Place of Supply in accordance with the directives and bulletins of the Canada Revenue Agency:

<http://www.cra-arc.gc.ca/menu-eng.html>

#### BID SECURITY REQUIREMENTS

The amount of bid security required is 10% of the bid amount (\$2,000,000 maximum).

See GI08 of R2710T - General Instructions – Construction Services – Bid Security

#### CONTRACT SECURITY REQUIREMENTS

The amount of a security deposit that is required in lieu of a performance bond is 20% of the contract amount.

See GC9.2 of R2890D – Types and Amounts of Contract Security

#### R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED

Following the repeal of the Fair Wages and Hours of Labour Act, clause R2940D will be non applicable for contracts awarded after January 1st 2014. For contracts awarded prior to that date the clause remains applicable. As a result section 3.8 of R2830D has been modified as indicated in Supplementary Conditions SC06.

CLAUSES REFERRED TO BY NUMBER (E.G. 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 Integrity Provisions – Related Documentation
- SI02 Bid Documents
- SI03 Enquiries During the Solicitation Period
- SI04 Site Visit
- SI05 Revision of Bid
- SI06 Bid Results
- SI07 Insufficient Funding
- SI08 Bid Validity Period
- SI09 Construction Documents
- SI10 Web Sites

### **GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - R2710T (2014-03-01)**

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

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

- GI01 Integrity Provisions – Bid
- GI02 Completion of Bid
- GI03 Identity or Legal Capacity of the Bidder
- GI04 Applicable Taxes
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Bid Security Requirements
- GI09 Submission of Bid
- GI10 Revision of Bid
- GI11 Rejection of Bids
- GI12 Bid Costs
- GI13 Procurement Business Number
- GI14 Compliance With Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation
- GI17 Conflict of Interest-Unfair Advantage

### **SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Security Related Requirements
- SC02 Insurance Terms
- SC03 Changes to Contract Documents

### **CONTRACT DOCUMENTS (CD)**

### **BID AND ACCEPTANCE FORM (BA)**

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security
- BA08 Signature

**APPENDIX 1 – COMBINED PRICE FORM**

**APPENDIX 2 – COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

**APPENDIX 3 – ATTESTATION FORM**

## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions – Bid of General Instructions – Construction Services – Bid Security R2710T (2014-03-01). The related documentation therein required will assist Canada in confirming that the certifications are true.

### **SI02 BID DOCUMENTS**

1) The following are the bid documents:

- (a) Invitation to Tender - Page 1;
- (b) Special Instructions to Bidders;
- (c) General Instructions – Construction Services – Bid Security R2710T (2014-03-01);
- (d) Clauses & Conditions identified in “Contract Documents”;
- (e) Drawings and Specifications;
- (f) Bid and Acceptance Form and related Appendices; 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 are 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>

### **SI03 ENQUIRIES DURING THE SOLICITATION PERIOD**

- 1) Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T “General Instructions – Construction Services – Bid Security”, enquiries should be received no later than ten (10) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### **SI04 SITE VISIT**

There is no site visit scheduled for this requirement.

### **SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T “General Instructions – Construction Services – Bid Security “. The facsimile number for receipt of revisions is (403) 292-4475.

**SI06 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 emailing the bid receiving office at [joanne.cuthbert@pc.gc.ca](mailto:joanne.cuthbert@pc.gc.ca) or telephone: (403) 292-4558.

**SI07 NEGOTIATIONS**

- 1) In the event that the lowest compliant bid exceeds the amount of funding Canada has allocated for the construction phase of the work
  - (a) by 15% or less, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and negotiate, with the Bidder submitting the lowest compliant bid, a corresponding reduction in its bid price.
  - (b) by more than 15%, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and invite those who submitted compliant bids at the original solicitation to re-bid the work.
- 2) If negotiations or a re-bid are undertaken as is contemplated in subparagraphs 1)(a)(iii) or 1)(b)(iii) above, Bidders shall retain the same subcontractors and suppliers as they carried in their original bids.
- 3) If Canada elects to negotiate a reduction in the bid price as is contemplated in subparagraph 1)(a)(iii) herein and the negotiations fail to reach an agreement, Canada shall then exercise either of the options referred to subparagraphs 1)(a)(i) or 1)(a)(ii)

**SI08 BID VALIDITY PERIOD**

- 1) Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - (a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - (b) cancel the invitation to tender
- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

## SI09 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. Obtaining more copies shall be the responsibility of the Contractor including costs.

## 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&section=text#appl>

Buy and Sell:

<https://www.achatsetventes-buyandsell.gc.ca/>

Canadian Economic Sanctions:

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913):

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

Bid Bond (form PWGSC-TPSGC 504):

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505):

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

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

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

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](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>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY REQUIREMENTS**

There is no security requirement applicable to this contract.

### **SC01 CHANGES TO CONTRACT DOCUMENTS**

The term "Engineer" is replaced with the term "Departmental Representative" in the Drawings and Specifications

### **SC03 INSURANCE TERMS**

#### 1) Insurance Contracts

(a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.

(b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### 2) Period of Insurance

(a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.

(b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### 3) Proof of Insurance

(a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.

(b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### 4) Insurance Proceeds

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

#### 5) Deductible

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



**SC04 LABOUR**

Clause R2830D subsection GC3.8 has been modified as follows;

1. Title has been changed from “Labour and Fair Wages” to “Labour”
2. Delete subsection 1.
3. Following subsections must be renumbered.

**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	(2014-03-01)
GC2	Administration of the Contract	R2820D	(2012-07-16);
GC3	Execution and Control of the Work	R2830D	(2014-03-01);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2010-01-11);
GC6	Delays and Changes in the Work	R2860D	(2013-04-25);
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:			
	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](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.

**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

1) Description of the Work: Waskesiu Lake Bank Stabilization – Nature Centre, Prince Albert National Park

2) Solicitation Number: 5P420-14-5008/A

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

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

\_\_\_\_\_

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

**BA03 THE OFFER**

The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of 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 on or before November 30, 2014.

**BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID AND ACCEPTANCE FORM APPENDIX 1 – COMBINED PRICE FORM (1 Page)**

1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.

2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

**LUMP SUM**

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

(a) Work included in the Lump Sum Amount represents all work (including but not limited to Mob/Demob, Temporary Sediment Control Measures – Environmental Protection Plan, Clearing and Grubbing, Catch Basin Installation, Path Repair and Curbing Replacement, etc) not included in the unit price table.

**Lump Sum Amount (LSA):**   
 Excluding Applicable Taxes \$

**UNIT PRICE TABLE**

- 1. The Unit Price Table designates the Work to which a Unit Price Arrangement applies.
- (a) The Price per Unit and the Estimated Total Price must be entered for each item listed.
- (b) Work included in each item is as described in the referenced specification section.
- (c) The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Est. Quantity	Price per Unit Applicable Taxes Extra	Estimated Total Price Applicable Taxes Extra
1	Section 31 00 99	Slope Excavation	m <sup>3</sup>	250	\$	\$
2	Section 31 00 99	Free Draining Granular Fill (Haul and Place)	m <sup>3</sup>	200	\$	\$
3	Section 33 42 13	Culvert Installation	m	12	\$	\$
4	Section 31 00 99	Bedding Sand and Gravel (for placement under Rip Rap) (Haul and Place)	m <sup>3</sup>	75	\$	\$
5	Section 31 32 19.01	Nonwoven Geotextile	m <sup>2</sup>	75	\$	\$
6	Section 31 32 19.01	Erosion Control Blanket	m <sup>2</sup>	500	\$	\$
7	Sections 31 00 99 31 37 00	Rip Rap	m <sup>3</sup>	100	\$	\$
8	Sections 31 00 99 32 91 19.13 32 92 19.13	Clay Cap, Topsoil, Seeding	m <sup>2</sup>	500	\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA) - (items 1 – 8)</b>						\$
Excluding Applicable Taxes						\$

**TOTAL BID AMOUNT**

**TOTAL BID AMOUNT (LSA + TEA):**

Excluding Applicable Taxes

\$
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Note: Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications.



**BID AND ACCEPTANCE FORM – APPENDIX 3**

***The following form must be completed and signed prior to commencing work on Parks Canada Sites.  
Attestation and Proof of Compliance with Occupational Health and Safety (OHS)***

**Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.**

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work
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General Description of Work to be Completed
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Mark “Yes” where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada’s policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

I, \_\_\_\_\_ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_