



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

**Parks Canada Agency**  
**Contracting operations**  
**702, 5<sup>th</sup> Street**  
**Shawinigan, Québec G9N 1E9**  
**Fax: (819) 536-3661**

REQUEST FOR PROPOSAL  
 DEMANDE DE PROPOSITION

**Tender To: Parks Canada Agency**  
 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: l'Agence Parcs 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 - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du  
 Fournisseur / de l'entrepreneur



Issuing Office - Bureau de distribution

Parks Canada Agency  
 Contracting Operations  
 702, 5<sup>th</sup> Street  
 Shawinigan, Québec G9N 1E9

Title-Sujet <b>Fort Chambly – North-East Wall Reconstruction</b>		Date <b>October 27<sup>th</sup>, 2014</b>
Solicitation No. - No. de l'invitation <b>5P207-14-1127</b>	Client Ref. No. – No. de réf du client.	
GETS Reference No. – No de reference de SEAG <b>PW-14-00658798</b>		
Solicitation Closes L'invitation prend fin –  <b>at – á 02:00 PM</b> <b>on – le 2014-11-13</b>	Time Zone Fuseau horaire -  <b>H.N.E</b>	
F.O.B. - F.A.B. <b>Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/></b>		
Address Inquiries to: - Adresser toute demande de renseignements à :		
Telephone No. - No de téléphone	Fax No. – No de FAX:	
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: <b>PARKS CANADA</b> <b>NATIONAL HISTORIC SITE OF FORT CHAMBLY</b>		
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/ de l'entrepreneur  Telephone No. – No de telephone: _____ Facsimile No. - N° de télécopieur: _____		
Name and title of person authorized to sign on behalf of the Vendor/Firm Nom et titre de la personne autorisée a signer au nom du fournisseur/ de l'entrepreneur		
_____ Signature		_____ Date

## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

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>

### BID SECURITY REQUIREMENTS

**The amount of bid security required has been increased to 10% of the bid amount.  
See GI08 of R2710T - General Instructions to Bidders.**

### CONTRACT SECURITY REQUIREMENTS

**The amount of a security deposit that is required in lieu of a performance bond has been increased to 10% of the contract amount. See GC9.2 of R2890D - Contract Security**

## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 Site Visit (**OPTIONAL**)
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient Funding
- SI07 Bid Validity Period
- SI08 Construction Documents
- SI09 Web Sites

### GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2012-11-09)

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 Certifications (*Revised*)
- 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 (*Revised*)
- GI12 Rejection of Bids
- GI13 Bid Costs
- GI14 Procurement Business Number (*Revised*)
- GI15 Compliance with Applicable Laws
- GI16 Approval of Alternative Materials
- GI17 Performance Evaluation
- GI18 Conflict of Interest-Unfair Advantage

### SUPPLEMENTARY CONDITIONS (SC)

- SC01 Changes to Contract Documents
- SC02 Insurance Terms – Additionally Named Insured

### 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

**Technical SPECIFICATIONS from PARSONS Réf. No.: BO2259BOO**

#### Plans (5 pages)

**APPENDIX 1 FIXED AMOUNT**

**APPENDIX 2 DETAILED BORDEREAU - COST OF WORK**

**APPENDIX 3 - CERTIFICATE FORM SST**

**APPENDIX A FORM OF CERTIFICATE OF INSURANCE**

## 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 paragraphs 3, 4 & 5) of SI01
  - (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) GI01 Code of Conduct and Certifications

1. Bidders must comply with the [Code of Conduct for Procurement](#). Furthermore, in addition to the [Code of Conduct for Procurement](#), bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. To ensure fairness, openness and transparency in the procurement process, the following activities are prohibited:

- (a) payment of a contingency fee to a person to whom the [Lobbying Act](#) (1985, c. 44 (4th Supp.)) applies;
- (b) corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

2. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted of a criminal offence in respect of the activities stated in (a) or (b) above or is the subject of outstanding criminal charges in respect of such activities filed subsequent to September 1, 2010.

3. Bidders further understand that the commission of certain offences will render them ineligible to be awarded a contract. By submitting a bid, the Bidder certifies that except for those offences where a criminal pardon has been obtained, neither the Bidder nor any of the Bidder's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of an offence under any of the following provisions:

section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under 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*.

4. For the purpose of this section, business concerns, organizations or individuals are Bidder's affiliates if, directly or indirectly, 1) either one controls or has the power to control the other, or 2) 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 charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Bidder that is charged or convicted, as the case may be.

5. The Contracting Authority will declare non-responsive any bid in respect of which the information contained in the certifications contemplated above is determined to be untrue in any respect by the Contracting Authority.

6. In circumstances where a bidder or any of the Bidder's parent, subsidiaries or other affiliates has pled guilty of an offence contemplated in subsections 1 and 3, the Bidder must provide with its bid, a certified copy of confirming documentation from the Competition Bureau of Canada indicating that leniency has been granted, or a certified copy of confirming documentation from the National Parole Board indicating that a criminal pardon has been obtained, in relation to such offences.

7. The Bidder or any of the Bidder's parent, subsidiaries or other affiliates must remain free and clear of any charges or convictions contemplated in subsections 1 and 3 during the period of any resulting contract arising from this bid solicitation.

4) G112 Rejection of Bid

1. Canada may reject a bid where any of the following circumstances is present:

- (a) the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b) an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- (c) the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
- (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
- (e) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (f) With respect to current or prior transactions with the Government of Canada:
  - (i) Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
  - (ii) Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
  - (i) reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
  - (ii) Reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.
- 5) GI14 Procurement Business Number
  - 1) Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the [Contracts Canada](#) Web site. For non-Internet registration, Bidders may contact the nearest [Supplier Registration Agent](#).

#### **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 two (2) 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 VISIT OF PLACES**

**There will be an optional but highly recommended visit places October 5, 2014 at 10h00am. Interested bidders must present PARKING # 1, 2 RUE RICHELIEU, CHAMBLY, QUE. Please confirm your presence with of Annie Gehin at 450-447-4844**

#### **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 **819-536-3661**.

#### **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 the bid receiving office at telephone No. 819-536-2638, ext 240. (Att: Patrice Déry or by email: [Patrice.dery@pc.gc.ca](mailto:Patrice.dery@pc.gc.ca))

## **SI06 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)

## **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 SI01 4) of Special 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 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>

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](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 CHANGES TO CONTRACT DOCUMENTS**

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

### **SC02 INSURANCE TERMS – ADDITIONALLY NAMED INSURED**

#### **Under R2910D Insurance Terms para IT 2.2**

Delete: "The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services Canada as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.

Insert: "**The policy shall insure the Contractor and shall include Her Majesty the Queen in right of Canada, represented by the Minister of the Environment for the purposes of the Parks Canada Agency as an additional Insured, with respect to liability arising out of the operations of the contractor with regard to the work.**"

### **SC03 SAFETY REQUIREMENTS FOR CANADIAN CONTRACTORS**

The form 'Certificate and proof of compliance with health and safety (OHS)' attached should be completed and signed by the contractor prior to the start of work (APPENDIX 3).

## 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 (2012-11-19); (As amended by paragraph 5)
    - 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);
    - Schedules of Wage Rates for Federal Construction Contracts;
  - (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.
- 5) GC1.20 Code of Conduct and Certifications
  1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. Furthermore, in addition to the Code of Conduct for Procurement, the Contractor must comply with the terms set out in this section.
  2. The Contractor certifies that except for those offences where a criminal pardon has been obtained or leniency granted, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges subsequent to September 1, 2010 in respect of any of the following:
    - (a) Payment of a contingency fee to a person to whom the *Lobbying Act* (1985, c. 44 (4th Supp.)) applies;

(b) Corruption, collusion, bid-rigging or any other anti-competitive activity in the procurement process.

3. The Contractor certifies that except for those offences where a criminal pardon has been obtained, neither the Contractor nor any of the Contractor's parent, subsidiaries or other affiliates has ever been convicted or is the subject of outstanding criminal charges in respect of any of the following:

(a) Section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or

(b) 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*.

4. For the purpose of this section, business concerns, organizations or individuals are Contractor's affiliates if, directly or indirectly:

(a) 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 charges or convictions contemplated in this section which has the same or similar management, ownership, or principal employees as the Contractor that is charged or convicted, as the case may be.

5. In circumstances pursuant to subsections 2 and 3, where the Contractor or any of the Contractor's parent, subsidiaries or other affiliates has obtained a criminal pardon or is granted leniency in relation to such offences, the Contractor must provide a certified copy of confirming documentation from the National Parole Board or the Competition Bureau of Canada.

6. If the Contractor or any of the Contractor's parent, subsidiaries or other affiliates does not remain free and clear of any charges or convictions mentioned at subsections 2 and 3 during the period of the Contract, Canada reserves the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

**Fort Chambly – North-East Wall Reconstruction Project 5P207-14-1127**

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ TPS number: \_\_\_\_\_

**BA03 THE OFFER**

The bidder offering in Canada to perform the work of the project mentioned above, according to the tender documents for the **TOTAL AMOUNT OF THE BID INDICATED IN APPENDIX 1 AND APPENDIX 2 DETAILED BORDEREAU - COST OF WORK**

**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 **December, 19<sup>th</sup> 2014**.

**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.

**SA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX 1**

**PARKS CANADA**

**Fort Chambly – North-East Wall Reconstruction**

**FIXED AMOUNT**

The fixed amount is that portion of the work that is subject to a fixed-price arrangement.  
(a) The work included in the fixed amount representing all works (including but not limited to, the installation and uninstallation).

FIXED AMOUNT (MF): Excluding applicable taxes

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

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

### APPENDIX 3 – ATTESTATION FORM

## 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.

#### Instructions:

Prime contractor must sign this form for all projects undertaken at Parks Canada work places.

This form is to be administered by the Project Manager and completed by the Prime Contractor AFTER contract award.

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
------------------

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 \_\_\_\_\_

**APPENDIX A**  
**INSURANCE TERMS**





# CERTIFICATE OF INSURANCE

Description and Location of Work	Contract No.
	Project No.

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

*Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency*

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<input checked="" type="checkbox"/> <b>Commercial General Liability</b> <input type="checkbox"/> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$
<input type="checkbox"/> <b>Builder's Risk / Installation Floater</b>				\$		
<input type="checkbox"/> <b>Pollution Liability</b>				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> <b>Marine Liability</b>				\$		
<input type="checkbox"/> <b>Aviation Liability</b>				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/>				\$		

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

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

## General

1 fonts required on page 1 of the Certificate of Insurance must be in place and should include guarantees listed under the corresponding type of insurance on this page one. The policies shall insure the Contractor and shall include as an additional insured, Her Majesty the Queen in Right of Canada represented by the Minister of Public Works and Services government.

2 The insurance policies shall be endorsed to provide for the transmission of Canada in writing at least thirty (30) days notice in case of cancellation of the insurance or any reduction in insurance coverage.

Without increasing the limit of liability, the policy must cover all insured parties to the full extent of coverage provided. In addition, police must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each of them.

### CGL

Insurance coverage provided shall not be substantially less than that provided by the most recently published form IBC 2100.

The policy shall include or be endorsed to include coverage for the following risks and dangers if the work is subject thereto:

- a) Blasting.
- b) Pile driving and caisson work.
- c) Underpinning work.
- 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 police must have:**

- a) a "ceiling per loss" of at least \$ 5,000,000;
- b) a "General Aggregate Limit" of at least \$ 10 million per year of insurance, if the insurance contract is subject to such limitations.
- c) "Aggregate Limit Products / Completed Operations" of at least \$ 5,000,000.

Additional or excess liability insurance can be used to achieve the mandatory caps.

### Builder's / Installation Risks

Insurance coverage provided shall not be less than that provided by the most recent edition of IBC 4042 and IBC 4047 forms.

The contract must allow commissioning and occupancy of the project, in whole or in part, for the purposes for which the project is to completion.

The insurance contract may exclude or be endorsed to exclude coverage for loss and damage caused by asbestos, fungi and spores, and cyber terrorism.

The police must have a ceiling that is not less than the amount of the contract value plus the declared value (if any) in the contract documents of all material and equipment supplied by Canada on site to be incorporated in the work completed and to be part of. If the value of the work is modified, the policy should be changed to reflect the revised contract value.

The insurance contract shall provide that the compensation proceeds thereof shall be paid to his Majesty or as directed by Canada under GC10.2, "Insurance Proceeds" (<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/5/R/R2900D/2>).

### **Pollution liability companies**

The limit of liability should have a cap of usual for a contract of this nature; However, the limit of liability shall not be less than \$ 1 million per incident or event and following the overall ceiling.

### **Marine Liability**

The insurance coverage must be provided by a Protection and Indemnity insurance policy and must include an additional responsibility for collision and pollution.

The insurance must be purchased from a member of the international group of mutual insurance companies, or with a fixed market, and the amount should not be less than the limits set by the Act Marine Liability Act, SC 2001 , c. 6 Coverage must include crew members, if they are not covered by insurance against accidents at work in the territory or province having jurisdiction over such employees.

The police must waive any right of subrogation against Canada, represented by Public Works and Government Services Canada for any loss or damage to the ship, no matter the cause.

### Aviation Liability

The insurance coverage must include aviation liability for bodily injury (including injuries to passengers) and property damage with a minimum amount of \$ 5,000,000 per incident or event and following the overall ceiling.