



**RETURN BIDS TO:**

Parks Canada Agency Bid Receiving Unit  
 National Contracting Services  
 635 – 8 Avenue S.W., Suite 1300  
 Calgary, AB T2P 3M3  
 Facsimile: (403) 292-4475

# INVITATION TO TENDER

**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 or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefore.

**Comments**

This Invitation to Tender contains mandatory bid criteria that must be submitted with a bid to be considered for award of a resulting contract.

**Issuing Office**

Parks Canada Agency  
 National Contracting Services  
 635 – 8 Avenue S.W., Suite 1300  
 Calgary, AB T2P 3M3

<b>Title:</b> Remediation of the Garden River Old Dump Site, AB		
<b>Solicitation No.:</b> 5P420-14-5151/A	<b>Date:</b> July 20, 2015	
<b>GETS Reference No.:</b> PW-15-00693416	<b>Client Reference No.:</b> n/a	
<b>Solicitation Closes:</b>		
<b>At:</b> 02:00 PM	<b>On:</b> August 11, 2015	<b>Time Zone:</b> Mountain Daylight Time (MDT)
<b>F.O.B.:</b> Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>		
<b>Address Inquiries to:</b> Adam Krisch		
<b>Telephone No.:</b> (403) 292-4560	<b>Fax No.:</b> (403) 292-4475	<b>Email Address:</b> <a href="mailto:adam.krisch@pc.gc.ca">adam.krisch@pc.gc.ca</a>
<b>Destination of Goods, Services, and/ or Construction:</b> See Herein		

**TO BE COMPLETED BY THE BIDDER (type or print)**

<b>Vendor/ Firm Name</b>	
<b>Address</b>	
<b>Name of person authorized to sign on behalf of the Vendor/ Firm</b>	
<b>Title</b>	
<b>Telephone No.</b>	<b>Facsimile No.</b>
<b>Signature</b>	<b>Date</b>

**Solicitation No.**  
5P420-15-5151/A

**Amendment No.**  
n/a

**Contracting Authority**  
Adam Krisch

**Client Reference No.**  
n/a

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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### CONTRACTOR SELECTION

This Invitation to Tender contains mandatory bid criteria and optional bid criteria in order to provide socioeconomic benefits to the Little Red River Cree Nation. Bidders must submit Annex B with their bid.

#### 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).

“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.

#### CLAUSES REFERRED TO BY NUMBER CAN BE FOUND AT THE FOLLOWING WEB SITE:

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

#### INSURANCE TERMS

The Certificate of Insurance and its instructions has been replaced see Annex E. (Completed certificate is NOT required at bid closing).

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### **GENERAL INSTRUCTIONS (GI) – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) – R2710T (2015-07-03)**

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>

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- Annex A Price Form**
- Annex B Declaration/ Certifications Form**
- Annex C List of Directors**
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- Annex E Certificate of Insurance Form**

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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 INTEGRITY PROVISIONS – ASSOCIATED INFORMATION

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 (2015-02-25). 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 (2015-07-03);
- (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/5/R>

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

### 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, enquiries should be received no later than eight (08) 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 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. **Arrangements have been made for the site visit to be held on July 30, 2015.** The site visit will begin at 10:00 AM MDT at the Public Works office in Garden River, AB located near the airstrip.

**Bidders must communicate with the Contracting Authority no later than July 28, 2015 at 3:00 PM MDT to confirm attendance and provide the name(s) of the person(s) who will attend.**

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Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **SI05 BIDDERS' TELECONFERENCE**

**A bidders' teleconference will be held on July 31, 2015.** The conference will begin at 09:00 AM MDT. The scope of the requirement outlined in the bid solicitation will be reviewed during the mandatory teleconference and questions will be answered. It is mandatory that bidders who intend to submit a bid attend or have a representative attend.

**Bidders MUST communicate with the Contracting Authority before the teleconference to confirm attendance no later than July 28, 2015.** Call coordinates will be provided upon confirmation of attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table.

Any clarifications or changes to the bid solicitation resulting from the mandatory bidders' teleconference will be included as an amendment to the bid solicitation. Additional site photos will follow. Bidders who do not attend the mandatory teleconference or do not have a representative attend will not be given an alternative appointment and their bid will be declared non-responsive.

## **SI06 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with G110 of R2710T "General Instructions – Construction Services – Bid Security ". The facsimile number for receipt of revisions is **(403) 292-4475**.

## **SI07 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 [adam.krisch@pc.gc.ca](mailto:adam.krisch@pc.gc.ca) or telephone at **(403) 292-4560**.

## **SI08 INSUFFICIENT FUNDING**

- 1) In the event that the lowest compliant bid exceeds the amount of funding allocated for 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 G111 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 G111 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.

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- 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)

#### **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 shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI08 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 SI08 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.

#### **SI10 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided with one (01) 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.

#### **SI11 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>

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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>

## **SI12 CONTRACTOR SELECTION**

Any contract awarded as a result of this Invitation to Tender will be awarded to the responsive bidder whose bid satisfies all of the mandatory bid criteria and whose total assessed bid price is the lowest.

In order for a bid to be considered responsive, a bid must satisfy all mandatory bid criteria, terms, conditions, and specifications of this Invitation to Tender document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid in accordance with the bid criteria.

### **Bid Criteria**

Bids will be evaluated against the mandatory bid criteria and allocated points in accordance with the degree to which the Bidder's method of carrying out the work meets the objectives of the optional bid criteria.

### **Mandatory Bid Criteria**

In order to provide socioeconomic benefits to the Little Red River Cree Nation, Bidders must submit Annex B with their bid as a firm guarantee to meet each of the mandatory bid criteria below.

<b>Item No.</b>	<b>Mandatory Bid Criteria</b>
<b>1.</b>	The Bidder must provide a firm guarantee to sub-contract 50% of the total labour and equipment operator hours required in the performance of the work from the Little Red River Cree Nation.
<b>2.</b>	The Bidder must provide a firm guarantee to sub-contract 50% of the total equipment hours required in the performance of the work from the Little Red River Cree Nation.
<b>3.</b>	The Bidder must provide a firm guarantee to sub-contract 100% of the work camp facilities required in the performance of the work from the Little Red River Cree Nation.
<b>4.</b>	The Bidder must provide a firm guarantee to acquire 100% of the 19mm gravel required in the performance of the work from the Little Red River Cree Nation.

Bids that do not provide a firm guarantee to meet all of the above mandatory bid criteria will be given no further evaluation and will not be considered for award of a contract as a result of this Invitation to Tender.

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### Optional Bid Criteria

In order to provide additional socioeconomic benefits to the Little Red River Cree Nation, this Invitation to Tender will allow for up to a maximum of a 10% downward adjustment to a Bidder's total actual bid price, for evaluation purposes only, in accordance with the following optional bid criteria.

Bidders may indicate their ability to exceed items 1. and 2. of the mandatory bid criteria in Annex B. This is an opportunity for Bidders to earn additional points that will be used to adjust the Bidder's price downward, for evaluation purposes only, up to a maximum of 10%.

Item No.	Evaluation Criteria	Point Criteria	Maximum Points Available
1.	The Bidder includes a firm guarantee to sub-contract more than 50% of all labour hours used in the performance of the work and/ or 50% of all equipment hours used in the performance of the work from the Little Red River Cree Nation.	1 – 3 points: Firm guarantee to sub-contract between 51% and 65% of all labour and/ or equipment hours from the Little Red River Cree Nation. 4 – 7 points: Firm guarantee to sub-contract between 66% and 85% of all labour and/ or equipment hours from the Little Red River Cree Nation 8 – 10 points: Firm guarantee to sub-contract between 86% and 100% of all labour and/ or equipment hours from the Little Red River Cree Nation	10

### Evaluation and Assessment

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Aboriginal Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided by completing, signing, and submitting Annex B with the tender submission.

Parks Canada reserves the right to verify any information provided in the "Aboriginal Representations" and that untrue statements may result in the tender being declared non-responsive.

### Treatment of Representation and Warranties

The Bidder acknowledges that:

- (a) the Parks Canada Agency relies upon the "Aboriginal Representations" to evaluate bids; and
- (b) the "Aboriginal Representations" shall become covenants under any contract(s) resulting from this solicitation.

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## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY REQUIREMENTS**

There is no 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 fulfil 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

- (a) 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

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

### **SC03 LIQUIDATED DAMAGES**

#### 1) The Contractor acknowledges that the "Aboriginal Representations":

- (a) Are covenants under this contract; and

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- (b) That each "Aboriginal Representation" represents a percentage of the initial total contract value equal to the commitment/ representation at the time of evaluation and declared in Annex B.
- 2) Without prejudice to any legal or equitable rights her Majesty may have, if at any time during the Contract, the Contractor breaches any or all of the "Aboriginal Representation(s)", Her Majesty shall be entitles to set-off from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Aboriginal Representation" in Annex B.
- 3) The Contractor further acknowledges that:
- (a) The sums in paragraph 1) (b) are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
- (b) The Contractor acknowledges that it has had legal advice to the full extent deemed necessary by itself. Furthermore the Contractor acknowledges that it did not act under any duress.

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## 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 (2015-07-09);
GC2	Administration of the Contract	R2820D (2015-02-25);
GC3	Execution and Control of the Work	R2830D (2015-02-25);
GC4	Protective Measures	R2840D (2008-05-12);
GC5	Terms of Payment	R2850D (2015-02-25);
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 (2015-04-01);
GC9	Contract Security	R2890D (2014-06-26);
GC10	Insurance	R2900D (2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D (2015-02-25);
	Supplementary Conditions	

- (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

2) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

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

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

**Title:** Remediation of the Garden River Old Dump Site, AB

**Solicitation Number:** 5P420-15-5151/A

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

**Representative's Name:** \_\_\_\_\_

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

**Vendor/ Firm Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Province/ Territory:** \_\_\_\_\_

**Postal Code:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:** \_\_\_\_\_

#### Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are requested to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website at: <https://buyandsell.gc.ca>. For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

### BA03 THE OFFER

1) 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 of:

\$ \_\_\_\_\_ excluding GST/HST, which consists of  
(to be expressed in numbers only)

(a) the Lump Sum Amount of \$ \_\_\_\_\_ for the portion of the Work that subject to t to a Lump Sum Arrangement (Amount transferred from Annex A – Lump Sum Table); and

(b) the Total Estimated Amount of \$ \_\_\_\_\_ for the portion of the Work that is subject to a Unit Price Arrangement. (Amount transferred from Annex A – Unit Price Table).

2) Any errors in the extension of the Price per Unit and in the addition of the Estimated Total Prices in the Unit Price Table shall be corrected by Canada in order to obtain the Total Estimated amount.

3) Any errors in the addition of the amounts in subparagraph 1)(a) and 1)(b) of BA03 shall be corrected by Canada to obtain the Total Bid Amount.

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**Amendment No.**  
n/a

**Contracting Authority**  
Adam Krisch

**Client Reference No.**  
n/a

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Remediation of the Garden River Old Dump Site, AB

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- 4) Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications.

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of 50 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 **November 13, 2015**.

**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**

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

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**Signature**

**Date**

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## ANNEX A – PRICE FORM

- 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 TABLE

The Lump Sum Arrangement Table designates the Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work (including but not limited to Mobilization/ Demobilization, etc.) not included in the unit price table.

**Note:** Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications. Pricing for work not accounted for in the Unit Price Table including but not limited to Mobilization, De-Mobilization, etc. is to be included in the Lump Sum Table.

<b>LUMP SUM AMOUNT (LSA)</b> Transfer amount to subparagraph 1) (a) of BA03	\$
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### UNIT PRICE TABLE

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.

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Est. Quantity	Price per Unit GST/HST extra	Estimated Total Price GST/HST extra
1	31.12.10	Cell Preparation for Cell A	m <sup>2</sup>	8,000	\$	\$
2	31.32.19.01 31.32.19.02 31.32.19.03	Basal Liner Installation in Cell A	m <sup>2</sup>	5,000	\$	\$
3	31.12.15	Bulk Waste Movement & Restoration of Old Dump	m <sup>3</sup>	8000	\$	\$
4	31.12.10 31.32.19.01 31.32.19.02	Final Cover Construction for Cell A	m <sup>2</sup>	4,900	\$	\$
5	31.12.10	Surface Water Management	m	519	\$	\$
6	31.12.10	Landfill Gas Management	each	4	\$	\$
7	31.12.10	Access Roads	m <sup>2</sup>	1,000	\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Transfer amount to subparagraph 1) (b) of BA03						\$

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<b>TOTAL BID PRICE (LSA + TEA):</b> Excluding Applicable Taxes Transfer amount to BA03	<b>\$</b>
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**ANNEXE B – DECLARATION/ CERTIFICATIONS FORM**

Bidders must provide this Annex with their bid to be awarded a contract.

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder’s certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

**Mandatory Bid Criteria**

The Bidder certifies that, should it be awarded a contract as a result of this Invitation to Tender, every mandatory bid criteria will be satisfied in the performance of the Work as required by Canada's representatives and at the time specified in the Invitation to Tender or agreed to with Canada's representatives.

By signing and submitting this Annex, the Bidder certifies its firm guarantee to meet each of the below requirements in the performance of the work:

1. 50% of the total labour and equipment operator hours required in the performance of the work will be sub-contracted from the Little Red River Cree Nation;
2. 50% of the total equipment hours required in the performance of the work will be sub-contracted from the Little Red River Cree Nation;
3. 100% of the work camp facilities required in the performance of the work will be sub-contracted from the Little Red River Cree Nation; and
4. 100% of the 19mm gravel required in the performance of the work will be acquired from the Little Red River Cree Nation.

**Optional Bid Criteria**

In order to provide additional socioeconomic benefits to the Little Red River Cree Nation, the Bidder certifies that, should it be awarded a contract as a result of this Invitation to Tender, it will exceed items 1. and 2. of the mandatory bid criteria and satisfy the “Aboriginal Representations” in the performance of the Work to the degrees identified below as required by Canada's representatives and at the time specified in the Invitation to Tender or agreed to with Canada's representatives.

1. \_\_\_\_\_ % (*insert percentage if more than 50%*) of all labour and equipment operator hours required in the performance of the work will be sub-contracted from the Little Red River Cree Nation.
2. \_\_\_\_\_ % (*insert percentage if more than 50%*) of all equipment required in the performance of the work will be sub-contracted from the Little Red River Cree Nation.

By signing and submitting this Annex, the Bidder certifies its firm guarantee to meet each of the above identified “Aboriginal Representations” in the performance of the work:

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**Vendor/ Firm Name:**

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

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**Signature**

**Date**

**Solicitation No.**  
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**Amendment No.**  
n/a

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Adam Krisch

**Client Reference No.**  
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Remediation of the Garden River Old Dump Site, AB

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**ANNEX C – LIST OF DIRECTORS**

**COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

**NOTE TO BIDDERS:** Write director's surnames and given names.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_

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n/a

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Remediation of the Garden River Old Dump Site, AB

**ANNEX D – ATTESTATION FORM**

*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.

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

**Location of Work**

**General Description of Work to be Completed**

**Solicitation No.**  
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**Amendment No.**  
n/a

**Contracting Authority**  
Adam Krisch

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n/a

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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**



# ANNEX E – CERTIFICATE OF INSURANCE

Description and Location of Work Remediation of the Garden River Old Dump Site, AB	Contract No. 5P420-15-5151
	Project No. s.o.

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		
<input checked="" type="checkbox"/> <b>Commercial General Liability</b>  <input type="checkbox"/> <b>Umbrella/Excess Liability</b>				Per Occurrence \$  \$	Annual General Aggregate \$  \$	Completed Operations Aggregate \$  \$
<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 coverages 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
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# CERTIFICATE OF INSURANCE

General	Commercial General Liability	Builder's Risk / Installation Floater
<p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must 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.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days' notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>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.</p>	<p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(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.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$5,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$10,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$5,000,000</b> Products/Completed Operations Aggregate Limit.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>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.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is <b>not less than the sum of the contract value</b> 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.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p>
Contractors Pollution Liability	Marine Liability	Aviation Liability
<p>The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.</p>	<p>The insurance coverage must be provided by a Protection &amp; Indemnity (P&amp;I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection &amp; Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p>The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than <b>\$5,000,000</b> per incident or occurrence and in the aggregate.</p>