



INVITATION TO TENDER APPEL D'OFFRES

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

**Parks Canada Agency
National Contracting Services
Bid Receiving Unit
111, Water Street East
Cornwall ON K6H 6S3**

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 at aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office - Bureau de distribution

Parks Canada Agency
111, Water Street East
Cornwall ON K6H 6S3

Title-Sujet Structural Stabilization - Glengarry Cairn NHS		
Solicitation No. - No. de l'invitation 5P300-17-5121/A		Date: September 13, 2017
GETS Reference No. - No de reference de SEAG		Client Ref. No. - No. de réf du client.
Solicitation Closes:		
at - á 02:00 PM	on - le October 17, 2017	Time Zone - Fuseau horaire EDT - HAE
F.O.B. - F.A.B.		
Plant-Usine: <input type="checkbox"/> Destination: X Other-Autre: <input type="checkbox"/>		
Address Inquiries to: - Adresser toute demande de renseignements à : Patrick Alguire - patrick.alguire@pc.gc.ca		
Telephone No. - No de téléphone (613) 938-5955		Fax No. - No de FAX: (877) 558-2349
Destination of Goods, Services, and Construction: Destinations des biens, services et construction:		
See Herein - Voir en ceci		

**TO BE COMPLETED BY THE BIDDER (type or print)
À ÊTRE COMPLÉTER PAR LE SOUMISSIONNAIRE (taper ou écrire en caractères d'imprimerie)**

Vendor/Firm Name - Nom du fournisseur/de l'entrepreneur	
Address - Adresse	
Name of person authorized to sign on behalf of the Vendor/Firm	
Titale - Titre	
Telephone No. - N° de téléphone:	
Facsimile No. - N° de télécopieur:	
Email - Courriel:	
Signature	Date

Sollicitation No. - N° de l'invitation
5P300-17-5121/A

Amd. No. - N° de la modif.
-

Buyer - l'acheteur
Patrick Alguire

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

File Name - Nom du dossier
Structural Stabilization - Glengarry Cairn NHS

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

DIRECT DEPOSIT

In April 2012, the Government of Canada announced that it will be replacing cheques with electronic payments by April 2016. Contract payment(s) currently made by cheque will be replaced by Direct Deposit. Businesses are encouraged to proactively enrol with Parks Canada. Please contact Patrick Alguire at Patrick.alguire@pc.gc.ca in order to obtain a Direct Deposit enrolment form.

Additional information on this Government of Canada initiative is available at:

<http://www.directdeposit.gc.ca>

INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of April 4th 2016. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

CONTRACTOR SELECTION

This Invitation to Tender contains bid criteria in order to provide socioeconomic benefits to the Mohawk of Akwesasne First Nations. For further information please consult "Special Instruction to Bidders", SI10, "Mohawks of Akwesasne Opportunities and Consideration".

MANDATORY SITE VISIT

For further information please consult "Special Instruction to Bidders", SI04, "Mandatory Site Visit"

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Integrity Provisions – Declaration of Convicted Offences
SI02	Bid Documents
SI03	Enquiries During the Solicitation Period
SI04	Mandatory Site Visit
SI05	Revision of Bid
SI06	Bid Results
SI07	Insufficient Funding
SI08	Bid Validity Period
SI09	Construction Documents
SI10	Mohawks of Akwesasne Opportunities and Consideration
SI11	Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-04-27)

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 Bid
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
GI18	Code of conduct for procurement - bid

SUPPLEMENTARY CONDITIONS (SC)

SC01	Insurance Terms
SC02	Liquidated Damages

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 - INTEGRITY PROVISIONS – LIST OF NAMES

APPENDIX 3 - ATTESTATION FORM

ANNEX A - CERTIFICATE OF INSURANCE

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 3 (copied below) of the General Instructions R2710T, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

- a. **Declaration of Convicted Offences**
with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).

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 (2017-04-27);
- (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 - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment and Climate Change 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 five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI04 MANDATORY SITE VISIT

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Glengarry Cairn Island on Lac St. Francis Ontario (42.122033,-74.490114) on Monday, October 2, 2017. The site visit will begin 1:00 PM EDT, the meeting location will be at the Raisin River Marine, 20347 Hwy 2, South Lancaster ON, K0C 2C0.

In order to ensure the safety of the participants Parks Canada may, as late as the morning (10 am EDT) of the site visits, re-schedule the site visit if weather conditions pose a safety concern. In the event the site visit is re-scheduled the alternative date is Wednesday, October 4, 2017 at 1:00 PM EDT.

Bidders should communicate with the Contracting Authority no later than September 28, 2017 2:00 PM EDT to confirm attendance and provide the name(s) of the person(s) who will attend. Due to seating limitation, only those who confirm their attendance will be guaranteed a seat. A maximum of two (2) attendees per company will be allowed at the site visit. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Parks Canada will be providing boat(s) for transportation and safety equipment (PFD). No other water crafts will be allowed for this site visit.

Hazardous plants and ticks are present at the location of the job showing. Please ensure to:

- avoid skin contact with hazardous plants by wearing long pants and long-sleeved shirts
- wear long pants and closed toed shoes
- for additional information, consult the following links:
 - <https://www.labour.gov.on.ca/english/hs/pubs/lyme.php>
 - https://www.labour.gov.on.ca/english/hs/pubs/hazardous_plants.php

SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is **1-877-558-2349**.

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 calling (613) 938-5955 or emailing patrick.alguire@pc.gc.ca

SI07 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 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 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.

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 MOHAWKS OF AKWESASNE OPPORTUNITIES AND CONSIDERATION

Contractor Selection

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation 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 this requirement Mohawks of Akwesasne opportunities Consideration will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria.

Area of the Contract

Bidders are requested to maximize Mohawks of Akwesasne employment, subcontracting and on-the-job training opportunities, and involve Mohawks of Akwesasne and Mohawks of Akwesasne suppliers, in carrying out the work under this project.

Bids will be evaluated and allocated a range of points in accordance with the degree to which the Bidder's proposed method of carrying out the work meets the objectives of the following criteria:

Reporting

In addition to the reporting requirements outlined in the Contract, a summary of activities undertaken to meet commitments made as part of the Indigenous Opportunities Considerations portion of the Contractor's bid will be required. Reporting must be provided with each invoice to track compliance with the Representations made by the Contractor.

Mohawks of Akwesasne Opportunities Criteria:

BID CRITERIA	AVAILABLE POINTS
<p>1. LABOUR: Employment of Mohawks of Akwesasne labour.</p> <p>Points will be assigned based on the following:</p> <ul style="list-style-type: none"> a) Details on the work to be carried out for each position proposed to be filled by a Mohawks of Akwesasne, as well as an estimated dollar value of the work. b) Strategies for recruitment of Mohawks of Akwesasne. c) Strategies for retention of Mohawks of Akwesasne. 	<p style="text-align: center;">4 Points</p>
<p>2. TRAINING: The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Mohawks of Akwesasne.</p> <p>Points will be assigned based on the following:</p> <ul style="list-style-type: none"> a) Details of Apprenticeship program(s) and Pre-Professional program(s). b) Strategies for involving the use of College program(s) c) Details regarding on-the job training. d) Details of In-house training program(s). 	<p style="text-align: center;">4 Points</p>

<p>3. SUPPLIERS AND PROFESSIONAL SERVICES: Use of Mohawks of Akwesasne suppliers and professional services from the area of the contract.</p> <p>Points will be assigned based on the following:</p> <ul style="list-style-type: none"> a) Identifying the goods/services intended to be carried out by Mohawks of Akwesasne suppliers, as well as an estimated dollar value of the work. b) Details on how business with Mohawks of Akwesasne suppliers will be managed, from developing sources of supply to administration. c) Details concerning the development of new sources of supply, or new capabilities. 	<p>2 Points</p>
<p>TOTAL POSSIBLE POINTS</p>	<p>10 POINTS</p>

For purposes of interpretation:

"Mohawks of Akwesasne supplier" means an entity which complies with the legal requirements to carry on a business in Akwesasne territories and which is a limited company that can demonstrate that more than 50% of the company's voting shares are beneficially owned and controlled by Mohawks of Akwesasne, or is a cooperative controlled by Mohawks of Akwesasne, or is a sole proprietorship or partnership of Mohawks of Akwesasne.

Evaluation and Assessment - Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion (hereinafter collectively referred to as the "Mohawks of Akwesasne Representations"), appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Mohawks of Akwesasne Representations" and that untrue statements may result in the tender being declared non-responsive.

Treatment of Representations and Warranties

The Bidder acknowledges that:

- a) the Minister relies upon the "Mohawks of Akwesasne Representations" to evaluate bids; and
- b) the "Mohawks of Akwesasne Representations" shall become covenants under any contract(s) resulting from this solicitation.

BIDDER GUARANTEE AND CERTIFICATION

- 1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
- 2. Information provided may be subject to verification.
- 3. Bidders may be required to complete and submit the TABLES upon request of the Contracting Authority.

TABLE 1 – Guarantee of Mohawks of Akwesasne Labour Content

Provide name(s) and positions where possible
a) Details on the work to be carried out for each position proposed to be filled by a Mohawks of Akwesasne, as well as an estimated dollar value of the work. <p style="text-align: center;">*If additional lines are needed, provide on a separate document.</p>
b) Strategies for recruitment of Mohawks of Akwesasne. <p style="text-align: center;">*If additional lines are needed, provide on a separate document.</p>
c) Strategies for retention of Mohawks of Akwesasne. <p style="text-align: center;">*If additional lines are needed, provide on a separate document.</p>

TABLE 3 – Guarantee of Mohawks of Akwesasne Content for Professional Services/Suppliers Content:

Provide name(s) and positions where possible	
a)	Identifying the goods/services intended to be carried out by Mohawks of Akwesasne suppliers, as well as an estimated dollar value of the work. <p style="text-align: center;">*If additional lines are needed, provide on a separate document.</p>
b)	Details on how business with Mohawks of Akwesasne suppliers will be managed, from developing sources of supply to administration. <p style="text-align: center;">*If additional lines are needed, provide on a separate document.</p>
c)	Details concerning the development of new sources of supply, or new capabilities. <p style="text-align: center;">*If additional lines are needed, provide on a separate document.</p>

Bidder Certification

The Bidder must submit **at time of bid submission** the following certification if a Mohawks of Akwesasne opportunity and consideration is being provided.

MOHAWKS OF AKWESASNE CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

The bidder certifies its guarantee for contracting submitted with its bid is accurate and complete.

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§ion=text#appl>

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

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

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

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

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

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

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

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

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

SUPPLEMENTARY CONDITIONS (SC)

SC01 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
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

SC02 LIQUIDATED DAMAGES

1. The contractor acknowledges that:
 - 1.1. the bid criteria included in the bid solicitation and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
 - 1.1.1. To maximize the employment of Mohawks of Akwesasne in carrying out the work of the contracts.
 - 1.1.2. The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Mohawks of Akwesasne people.
 - 1.1.3. To maximize the use of sub-contractors or suppliers that are Mohawks of Akwesasne, or Mohawks of Akwesasne firms, in carrying out the contract.
2. The contractor acknowledges and confirms that it made the following commitments in its bid for this contract (collectively the "Mohawks of Akwesasne Representations") as contemplated in paragraph 1 above (to be completed at time of contract award):

COMMITMENT	ASSIGNED POINT
1.	
2.	
3.	

3. The contractor acknowledges that the "Mohawks of Akwesasne Representations":
 - 3.1. are covenants under this contract; and
 - 3.2. that each "Mohawks of Akwesasne Representations" represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Mohawks of Akwesasne Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Mohawks of Akwesasne Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
 - 5.1. the sums in paragraph 3.2 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
 - 5.2. 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.

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	(2017-08-17)
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2865D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2880D	(2016-01-28);
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>

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment and Climate Change 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.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Title Structural Stabilization - Glengarry Cairn NHS

Solicitation Number: 5P300-17-5121/A

The project Scope of Work includes: installation of ground protection and establishing access to the site (island), repointing of masonry walls, isolated stone replacements, and painting.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____

Fax: _____

PBN: _____

Email: _____

BA03 THE OFFER

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

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 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 **November 01, 2018**.

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

APPENDIX 1 - COMBINED 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

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.

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Total Price GST/HST extra
1	01 01 00	Sitework	Lump Sum	\$
2	01 54 23	Access & protection on site	Lump Sum	\$
3	01 54 22	Site access	Lump Sum	\$
4	04 43 04	Chipping and repointing	Lump Sum	\$
5	04 43 04	Installation of special masonry joint finish sealant	Lump Sum	\$
6	04 43 04	Removal or existing capping on Cairn	Lump Sum	\$
7	05 70 00	Conservation of stair railing	Lump Sum	\$
8	07 62 00	Lead flashing capping on Cairn	Lump Sum	\$
TOTAL LUMP SUM AMOUNT Excluding Applicable Taxes				\$

UNIT PRICE TABLE

The Unit Price Table designates the Work to which a Unit Price Arrangement applies and the Lump Sum Amount designates Work to which a Lump Sum 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	Estimated Quantity (a)	Price per Unit GST/HST extra (b)	Estimated Total Price GST/HST extra ((a) x (b) = (c) (c)
1	04 43 04	Mortar fill	m ³	4	\$	\$
2	04 43 04	Mortar fill for crickets on stairway	m ³	1	\$	\$
3	04 43 04	Remove and reset loose masonry units	m ³	5	\$	\$
4	04 43 04	Supply and install masonry vents	Each	100	\$	\$
5	04 43 05	Remove stone masonry	m ³	1	\$	\$
6	04 43 06	Supply new stone	m ³	1	\$	\$
7	04 43 07	Install stone masonry	m ³	1	\$	\$
TOTAL UNIT PRICE AMOUNT (TEA) Excluding Applicable Taxes						\$

TOTAL BID PRICE (LSA + TEA):
Excluding Applicable Taxes

\$	
----	--

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

APPENDIX 3 - ATTESTATION FORM

Attestation and Proof of Compliance with Occupational Health and Safety (OHS)

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

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

General Description of Work to be Completed

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 A - 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
----------------------------------	-----------------------	------	----------	-------------

Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

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"/> Commercial General Liability <input type="checkbox"/> Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
<input checked="" type="checkbox"/> Builder's Risk / Installation Floater				\$		
<input type="checkbox"/> Pollution Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input checked="" type="checkbox"/> Marine Liability				\$		
<input type="checkbox"/> Aviation Liability				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$

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



<p style="text-align: center;">General</p> <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 as represented by the Minister of Public Works and Government Services 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 style="text-align: center;">Commercial General Liability</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"> (a) Blasting. (b) Pile driving and caisson work. (c) Underpinning. (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor. <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> (a) \$5,000,000 Each Occurrence Limit; (b) \$10,000,000 General Aggregate Limit per policy year if the policy contains a General Aggregate; and (c) \$5,000,000 Products/Completed Operations Aggregate Limit. <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p style="text-align: center;">Builder's Risk / Installation Floater</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 not less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</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" (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2).</p>
<p>Contractors Pollution Liability</p> <p>The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.</p>	<p>Marine Liability</p> <p>The insurance coverage must be provided by a Protection & Indemnity (P&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 & 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.</p> <p>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>Aviation Liability</p> <p>The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than \$5,000,000 per incident or occurrence and in the aggregate.</p>