

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS Á:

Parks Canada Agency 3 passage du Chien-d'Or Québec, Qc G1R 3Z8

INVITATION TO TENDER

APPEL D'OFFRES

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 -	Commentaries
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Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Parks Canada Agency 3 passage du Chien-d'Or Québec, Qc G1R 3Z8

Title-Sujet

Grounds Repairs and Drainage - ``Forge Basse`` and ``Fontaine du Diable `` Sectors, Forges Du Saint-Maurice NHS

Solicitation No No. de l'invitation	Date:
5P201-18-0110/A	July 24th 2018
GETS Reference No. – No de reference de SEAG	Client Ref. No. – No. de réf du client.
PW-18-00835819	1857

Solicitation Closes - L'invitation prend fin :

at – à 2:00 PM	on – le August 16th 2018	Time EDT	e Zone - Fuseau horaire				
F.O.B F.A.I Plant-Usin	_	n: 🗹	Other-Autre: 🛛				
Address Inqu	iries to: - Adresser toute d	emande	e de renseignements à :				
Josée Gagn	on josee.gagnon@pc	.gc.ca					
Telephone No	Telephone No No de téléphone Fax No. – No de FAX:						
(418) 648-2502 (418) 649-6971							
Destination of Goods, Services, and Construction:							

Destinations des biens, services et construction:

See Herein – Voir aux présentes

TO BE COMPLETED BY THE BIDDER (type or print) À ÊTRE COMPLÉTER PAR LE SOUMISSIONAIRE (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 behal	f of the Vendor/Firm
Nom de la personne autorisée à signer au ne	om du fournisseur/ de l'entrepreneur
Titale - Titre	
Telephone No N° de téléphone:	
Facsimile No N° de télécopieur:	
Facsimile No N de telecopieur:	
	I





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 Josée Gagnon josee.gagnon@pc.gc.ca in order to obtain a Direct Deposit enrollment form.

Additional information on this Government of Canada initiative is available at: <u>http://www.directdeposit.gc.ca</u>

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see <u>Annex 9.4</u> of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

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R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2018-06-21)

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
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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 Construction Services Bid Security Requirements R2710T (2018-06-21)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(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 - 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 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.

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 at e-mail address josee.gagnon@pc.gc.ca. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
- 2. To ensure consistency and quality of the information provided to Bidders, PCA will examine the content of the enquiry and will decide whether or not to issue an amendment.
- 3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non- compliant.

SI03 OPTIONAL SITE VISIT

1. There will be an optional site visit on the 8th of August 2018 at 1pm EDT. Interested Bidders are to meet at:

10000 boulevard des Forges Trois-Rivières, QC G9C 1B1

2. <u>Safety Attire</u> - It is mandatory that all persons attending the site visit have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.

SI04 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 (418) 649-6971.

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 emailing josee.gagnon@pc.gc.ca.

SI06 INSUFFICIENT FUNDING

- 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.above 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.above 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.

SI08 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one electronic or paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies will be the responsibility of the Contractor including costs.

SI09 SET-ASIDE FOR ABORIGINAL BUSINESS - INSTRUCTIONS

A3002T (2017-07-01) Set-aside under the Procurement Strategy for Aboriginal Business

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see <u>Annex 9.4</u> of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

A3001T (2014-11-27) Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

- 1. I am ______ (insert "an owner" and/or "a full-time employee") of ______ (insert name of business), and an Aboriginal person, as defined in <u>Annex 9.4</u> of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
- 2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

SI10 WEB SITES

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

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

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

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-acg/forms/documents/504.pdf

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

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

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

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

Trade agreements <u>https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements</u>

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 – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2018-06-21);
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	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
Allowa	able Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
Suppl	ementary 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: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>

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.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document 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 fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

2) **Period of Insurance**

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) **Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, 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.

SC03 A3000C (2011-05-16) ABORIGINAL BUSINESS CERTIFICATION

- 1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in <u>Annex 9.4</u> of the *Supply Manual*.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Grounds Repairs and Drainage - ``Forge Basse`` and ``Fontaine du Diable`` Sectors Title: Forges Du Saint-Maurice NHS

Solicitation Number: 5P201-18-0110/A

BA02	BUSINESS NAME AND ADDRESS OF BII	DDER
Name:		
Addres	S:	
Telepho	one: Fax:	PBN:

BA03 THE OFFER

E-mail address:

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.

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

BA06 CONSTRUCTION TIME

The Contractor must perform the Work from the 4th of September 2018 and complete it no later than the following twenty (20) consecutive business days.

BA07 BID SECURITY

The Bidder must enclose 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 (4 pages)

- 1) The prices per unit will 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.

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.

LUMP SUM

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

UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Item	Description	Quantity	Unit	Unit	Total
#				Price	
1.	"Forge-Basse" Sector				
1.1	Management and construction site organisation	1	Lump sum	\$	\$
1.2	Drainage ditch	175	Linear meter	\$	\$
1.3	Type 2 rock ballast (round stone, river stone style), including geotextile (0+063 @ 0+183) and including culvert ends	200	m²	\$	\$
1.4	Hydroseeding (H-3 type), including topsoil and geotextile (0+003 @ 0+063)	120	m²	\$	\$
1.5	Culvert cleaning	1	Lump sum	\$	\$
1.6	Sediment catch basin	1	Lump sum	\$	\$
1.7	Rehabilitation and reprofiling of the acces road (0+000 @ 0+183) : - Excavated material (300 mm thick)	220	m ³	\$	\$
	- MG-20 aggregates (250 mm thick)	185	m ³	\$	\$
	- MG-20 aggregates, river stone (50 mm thick)	40	m ³	\$	\$
1.8	Reconstruction of the section of watercourse: – Demolition of the wooden pipe (over a distance of 8.0 m)	1	Lump sum	\$	\$
	– Water management	1	Lump sum	\$	\$
	 Excavation, backfilling and earthworks in the section of watercourse 	20	Linear meter	\$	\$
	 Type 3 rock ballast (round stone, river stone style), 	90	m²	\$	\$
	including geotextile – 5-50 mm rock ballast (round stone, river stone style)	30	m²	\$	\$
	- Hydroseeding (H-3 type), including topsoil (150 mm thick)	50	m²	\$	\$
1.9	Site restoration	1	Lump sum	\$	\$
1.10	Environment protection	1	Lump sum	\$	\$
	<u>Subtotal 1 "Forge-Basse" Secto</u> r (transfer to page 16)				\$

Item	Description	Quantity	Unit	Unit	Total
#				Price	
2.	"Fontaine-du-Diable" Sector				
2.1	Drainage ditch	66	Linear meter	\$	\$
2.2	Type 2 rock ballast (round stone, river stone style), including geotextile (culvert ends)	11	m²	\$	\$
2.3	Hydroseeding (H-3 type), including topsoil and geotextile (ditches)	130	m²	\$	\$
2.4	Sediment catch basin	1	Lump sum	\$	\$
2.5	Culvert cleaning	1	Lump sum	\$	\$
2.6	Rehabilitation and reprofiling of the access road (0+183 @ 0+234) :				
	- Excavated material (300 mm thick)	50	m³	\$	\$
	- MG-20 aggregates (250 mm thick)	40	m³	\$	\$
	- MG-20 aggregates, river stone (50 mm thick)	10	m³	\$	\$
2.7	Construction of the seating area foundations and earthworks	1	Lump sum	\$	\$
2.8	Site restoration	1	Lump sum	\$	\$
2.9	Environment protection	1	Lump sum	\$	\$
	Subtotal 2 "Fontaine-du-Diable" Sector (transfer to page 16)				\$

Item	Description	Quantity	Unit	Unit	Total
#				Price	
3.	Construction of the Limestone Seating Area (Landscaping)				
3.1	Pea stone coating	150	m²	\$	\$
3.2	Granite stones (wall)	30	Units	\$	\$
3.3	Stones for stands (limestone)	22	Units	\$	\$
3.4	Decorative stone (surface stone)	8	Units	\$	\$
3.5	Horticultural work:				
	Planting of <i>Diervilla lonicera</i> shrubs (soil mixture, mulch and maintenance)	40	Units	\$	\$
	Planting of <i>Deschampsia cespitosa</i> grass (including soil mixture, mulch and maintenance)	80	Units	\$	\$
	Subtotal 3 Construction of the Limestone Seating Area (Landscaping) (transfer to page 16)				\$

Part	Combined Price Form Summary	Total
1.	"FORGE BASSE" SECTOR (Subtotal)	\$
2.	"FONTAINE-DU-DIABLE" SECTOR (Subtotal)	\$
3.	CONSTRUCTION OF THE LIMESTONE SEATING AREA (LANDSCAPING) (Subtotal)	\$
	GRAND TOTAL (taxes not included)	\$

APPENDIX 2 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html dated</u> <u>2016-04-04</u>)

List of names: All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

APPENDIX 3 - CERTIFICATION A3000T (2014-11-27) SET-ASIDE FOR ABORIGINAL BUSINESS

- 1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see <u>Annex 9.4</u>, Supply Manual.
- 2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
 OR
 - ii. () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
- 4. The Bidder must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees. **OR**
 - ii. () The Aboriginal business has six or more full-time employees.
- 5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- 6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

ANNEX A - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

*	Travaux publics et Services gouvernementaux Canada	Public Works and Government Services Canada		CE	RTIFICATE OF	INSURANCE Page 1 of 2
	tion and Location of Work ds Repairs and Drainag	ge - ``Forge Basse`` and ``	Fontaine du I	Diable`` Sectors, F	orges Du Saint-Maurice	Contract No. 5P201-18-0110/A Project No. 1857
Name o	of Insurer, Broker or Agen	t Address (N	o., Street)	City	Province Post	al Code
Name o	of Insured (Contractor)	Address (N	o., Street)	City	Province	Postal Code
	nal Insured					
		ght of Canada, referred a ses of the Parks Canada				e Minister of the
г	ype of Insurance	Insurer Name	Inception Date	Expiry Date	Limits of	Liability

Type of Insurance	and Policy Number	Date D / M / Y	D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		

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

CERTIFICATE OF INSURANCE Page 2 of 2

General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency.

The Policy shall be endorsed to provide the Owner with not less than 30 days' notice in writing in advance of any cancellation or change or amendment restricting coverage.

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.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (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.

The policy must have the following minimum limits:

- (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.

Umbrella or excess liability insurance may be used to achieve the required limits.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

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.

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

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.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</u>).

ANNEX B - 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 Project Manager	Address	Contact Information
Contracting Authority Josée Gagnon	3 passage du Chien-D'Or Québec, Qc G1R 3Z8	Email : j <u>osee.gagnon@pc.gc.ca</u> Telephone : 418.648.2502 Fax : 418.649.6971
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

Forges Du Saint-Maurice National Historic Site

General Description of Work to be Completed

Grounds Repairs and Drainage - ``Forge Basse`` and ``Fontaine du Diable`` Sectors

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 _____