



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :
 Parks Canada Agency Bid Receiving Unit
 National Contracting Services
Bid Fax: 1-866-246-6893
Bid Email: soumissionsouest-bidswest@canada.ca

Bids may be submitted by email. The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca. Bids submitted by email to any email address other than soumissionsouest-bidswest@canada.ca may not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 6 megabytes. Canada will not be responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size

REQUEST FOR QUOTATION DEMANDE DE PRIX

Quotation 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 therefor.

Prix à : l'Agence Parcs Canada
 Nous offrons par la présente de vendre à sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et travaux de construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires :

Issuing Office - Bureau de distribution :
 Parks Canada Agency
 National Contracting Services

Title - Sujet : Riverwalk Clean-up – The Forks National Historic Site, MB	
Solicitation No. - N° de l'invitation : 5P420-19-0055/A	Date : April 15, 2019
Client Reference No. - N° de référence du client : n/a	
GETS Reference No. N° de référence du SEAG : n/a	

Solicitation Closes - L'invitation prend fin : At - à : 14 :00 On - le : April 25, 2019	Time Zone - Fuseau horaire MDT
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F.O.B. - F.A.B. : Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/>	
Address Enquiries to - Adresser toutes demande de renseignements à : Andrea McGraw-Alcock Andrea.mcgraw-alcock@canada.ca	
Telephone No. - N° de téléphone : (587) 436-5908	Fax No. -N° de télécopieur : 1-866-246-6893
Destination of Goods, Services, and Construction - Destination des biens, services et travaux de construction : See Herein	

TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE

Vendor/ Firm Name - Nom du fournisseur/de l'entrepreneur :	
Address - Adresse :	
Telephone No. - N° de téléphone :	Fax No. - N° de télécopieur :
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Signature :	Date :

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Contracting Authority - Autorité contractante :
Andrea McGraw-Alcock

Client Ref. No. - N° de réf. du client :
n/a

Title – Titre :
Riverwalk Clean-up – The Forks National Historic Site

IMPORTANT NOTICE TO BIDDERS

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a contract will be required to complete a Direct Deposit enrolment form in order to register their direct deposit information with Parks Canada to receive payment.

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

NOT FOR BIDDING

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PART 1 – GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the bid solicitation.

1.2 Statement of Work

The Work to be performed is detailed under **Article 6.2** of the resulting contract clauses.

1.3 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 Parks Canada Place at The Forks National Historic Site Forks Market Road Winnipeg, MB. R3C 4S8 on **April 23, 2019**. The site visit will begin at **10:00 AM CST**, in Orientation circle office.

Bidders are requested to communicate with the Contracting Authority no later than April 18, 2019 at 2 PM MDT to confirm attendance and provide the name(s) of the person(s) who will attend. 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.

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22), Standard Instructions – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Bids may be submitted by email. The only acceptable email address for responses to bid solicitations is soumissionsouest-bidswest@canada.ca. Bids submitted by email to any email address other than soumissionsouest-bidswest@canada.ca may not be accepted.

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2.3 Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than two (2) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Exchange Rate Fluctuation

SACC *Manual* clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

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5.2.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required at **Annex E** to Part 5 of the Bid Solicitation before contract award.

5.2.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidder, regardless of their status under the [Ineligibility and Suspension Policy](#), must submit a list of names prior to award of a contract. Bidders must provide the information requested at **Annex F** to Part 5 of the Bid Solicitation.

5.2.3 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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PART 6 – RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at **Annex A**.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010C](#) (2018-06-21), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

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.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to August 31, 2019 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Andrea McGraw-Alcock
Contracting Officer, National Contracting Services
Parks Canada Agency
220 – 4 Avenue S.E., suite 720
Calgary, AB T2G 4X3

Telephone: (587) 436-5908
Facsimile: 1-866-246-6893
E-mail address: andrea.mcgraw-alcock@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

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6.5.2 Project Authority

The Project Authority for the Contract is:

*** to be provided at contract award ***

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

** To Be Completed By the Bidder**

Representative's Name:		
Title:		
Vendor/ Firm Name:		
Address:		
City:	Province / Territory:	Postal Code / ZIP Code:
Telephone:	Facsimile:	
Email Address:		
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:		

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment – Cost Reimbursable – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in **Annex B**, to a limitation of expenditure of **\$(to be inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.

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6.7.2 Limitation of expenditure

6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed **\$(to be inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.

6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6.8.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2018-06-21), General Conditions – Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS);
- (g) the Contractor's bid dated ***** to be inserted at contract award *****.

6.12 SACC Manual Clauses

- [A1009C](#) (2008-05-12), Work Site Access
- [A9068C](#) (2010-01-11), Government Site Regulations
- [B6802C](#) (2007-11-30), Government Property
- [B9028C](#) (2007-05-25), Access to Facilities and Equipment
- [B7500C](#) (2006-06-16), Excess Goods

6.13 Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex C**. The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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ANNEX A – STATEMENT OF WORK

1.0 Title

Riverwalk Clean-up – The Forks National Historic Site of Canada (NHSC) (2019)

2.0 Background

The Forks Riverwalk located in downtown Winnipeg is prone to yearly flooding by the Red River. In a normal flood year, light deposits of silt and river debris must be washed off the pathway and hard surfaces. During heavy flood years, the accumulation of silt and river debris can reach as much as 2.5 metres in and around structures, such as, bench seating and retaining walls on the Riverwalk.

The Forks National Historic Site of Canada (NHSC) receives between three (3) to four (4) million visitors per year. The property associated with this National Historic Site (NHS) offers Parks Canada high profile and visibility through its high quality visitor experience of the Riverwalk. For these reasons, plus the priority of visitor safety, this urban National Historic Site (NHS) must be kept well maintained.

3.0 Objective

Parks Canada Agency requires a Contractor for flood recovery of the Parks Canada section of the Riverwalk.

The Parks Canada Agency will hire a Surveyor to determine the amount of silt and gravel required to be removed and replaced. The Surveyor will work with both the Contractor and Parks in regards to the approval of any additional work required, disputes over gravel and silt amounts, and/ or scheduling issues.

4.0 Scope of Work

4.1 Terminology

For the purposes of this Statement of Work, the following definitions apply:

General Contractor: Contractor as referenced under this contract who will complete the washing, clean-up and new aggregate work for the Riverwalk Clean-up.

Surveyor: Contractor under a separate contract who will complete the Pre Clean-up and Post Clean-up Survey of the Riverwalk, as well as, determine the amount of silt and gravel to be removed and replaced.

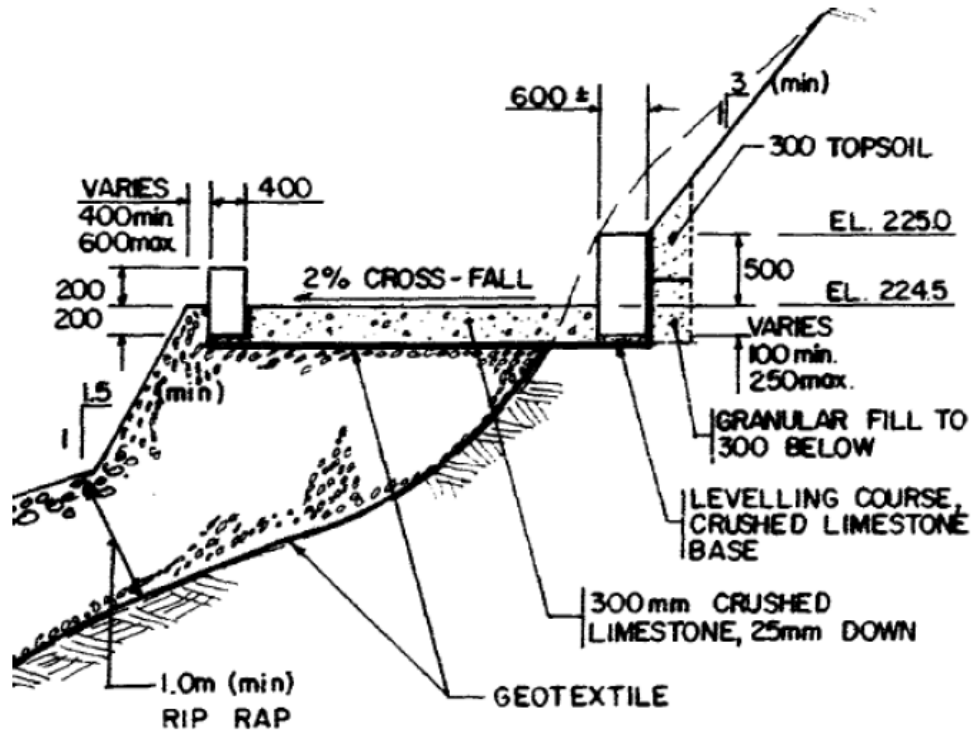
4.2 Tasks and Scope of Work

The Contractor must provide the following Services:

1. Upon Contract Award, the Contractor must contact the Project Authority to determine the work required and a work commencement date to coincide as close as possible to the conclusion of flooding.
2. Notify the Project Authority no later than three (3) days prior to the commencement of work and provide the Project Authority with a schedule and work plan.
3. The work must start and be completed within 12 days of schedule. In the event of inclement weather and/ or additional flooding a meeting and agreed upon schedule will be provided.
4. After flood waters recede, clear all river deposits from the Riverwalk from the area east of the Historic Rail Bridge up to the area north of the Amphitheatre and access ramp. Refer to Appendix 1 – Riverwalk – The Forks NHSC Map. The work will involve the removal of wet deposits. Deposits must be removed in such a way that the aggregate on the walkway surface is not unnecessarily removed as well.

NOTE: The Amphitheatre, Vehicle Access Ramp and Wheelchair Ramp (at the South end of the work area) must be included in the area to be cleared.

5. If required by the Project Authority, the Contractor must reshape the upper banks to the bank side of limestone blocks and clear out drainage paths on the river side of the limestone. See typical section cut below.



TYPICAL SECTION (CUT)

N.T.S.

6. The washing down of limestone blocks, concrete and paving stones.
- Limestone blocks that have been dislodged due to spring ice movement must be returned to their original position(s).
7. If required by the Project Authority, the Contractor must supply and apply aggregate (limestone) to the cleared site as follows:
- The Contractor must replace lost limestone required to restore the aggregated walkway areas to their designated height as seen in the typical cross section above, and made up of two (2) layers as noted below. The final Grade is in reference to the river side limestone edging that has 200mm deep channels cut into limestone that permit drainage of surface water into the river. The finish grade of the limestone is to be placed up to this level and tapered up at 2% to the backside to allow for drainage as noted in the typical cross section above. The layers of aggregate to be applied are as follows:
 - The top 25mm (1 inch) of the limestone is to be 6mm (1/4") down material
 - Material below the 25mm down from final grade is to be 18mm (3/4") down material.

NOTE: The Project Authority must certify the removal of all deposits before the replacement of aggregate.

8. If required by the Project Authority, the removal of dead vegetation (grass) and the replacement of turf in accordance with the Ministry of Infrastructure and Transport Specification 550 Landscaping, see <http://www.gov.mb.ca/mit/contracts/manual.html>

4.3 Constraints and Special Considerations

1. The Contractor must submit a copy of the Contractor's work site Health and Safety Inspections weekly, and any reports or directions issued by Federal, Provincial and Territorial Health and Safety Inspections.
2. Work must occur during daylight hours (5:00am – 10:00pm).
3. The Contractor must not perform work during inclement weather conditions or under adverse field conditions unless agreed to by the Project Authority.
4. The Contractor is responsible for the security of the clean-up site.
5. The Contractor must stage all equipment and materials in area(s) defined by Parks Canada. The Contractor is responsible for any fencing and/ or signage required to ensure the staging area meets current construction standards in the case where equipment and/ or material have to be kept on site overnight.
6. The Contractor must ensure no walkways and/ or roadways are blocked unless agreed upon by Parks Canada.
7. The Contractor must take care of all safety measures and place temporary warning signs at the beginning and end of the Riverwalk to warn users that trucks will be entering and leaving the Riverwalk.
8. The Contractor must ensure adequate traffic control is in place to protect the public, especially when hauling material to and from the clean-up site.
9. The Contractor must safeguard existing Parks Canada infrastructure and grounds from damage including the limestone blocks in the clean-up area.
10. The Contractor must ensure that vehicles and staff do not negatively impact the cleanliness of the remainder of the Parks Canada property.
11. The Contractor must conduct all day to day operations in such a manner as to avoid creating unpleasant appearances or any conditions that will be detrimental to or mar the surrounding area or waterway.
12. The Contractor must remove debris, waste material and packaging material from the work site daily.
13. All equipment must be in sound working order, clean, free of excessive oil or fuel leaks, and with all required safety devices fully operational. All equipment must be pressure washed before being brought to the site.
14. The Contractor will be working in close proximity to the water and must ensure adequate spill protection is at hand to deal with any hydro carbon spills. The Contractor must notify the Project Authority within 24 hours of a spill. The Contractor must be prepared to intercept, clean-up, and dispose of spills that may occur.
15. All material must be disposed of at a disposal site approved by the Project Authority.

NOTE: The Contractor must locate the disposal area and inform the Project Authority.

16. There is no storage space for material or equipment on Parks Canada's property outside of the clean-up area. Refer to the green area indicated in Appendix 1 – Riverwalk – The Forks NHSC Map. The Contractor is responsible for negotiating material cross loading, worker parking, or equipment standing or parking with others.

17. The Contractor must document various dates and durations of river deposit removal operations in support of the Environmental Monitoring of these activities and the reporting requirements of the Project Authority to Federal Regulations.
18. In the event of major flooding where debris levels are so high, such that heavy machinery or construction methods (including but not limited to electrical work and heavy excavation) are required, the work will not commence and additional work required will need to proceed under a separate contract. If the clean-up has already begun, work must be stopped immediately until further instruction is given by the Project Authority.

4.4 Required Plans and Procedures

1. The job site will be provided to the Contractor for its use and as such will be under Provincial Health and Safety and Workers Compensation directives. The Contractor is responsible for:
 - a. The health and safety of any persons on site.
 - b. The safety of any property on site.
 - c. The protection of any persons adjacent to the site and environment to the extent that they may be affected by the conduct of work.

The Contractor must comply with and enforce compliance by employees with Contract Documents, applicable Federal, Provincial, and Local Statutes, Regulations, and Ordinances.

The Contractor must submit a Site Specific Health and Safety Plan within seven (7) days of award and prior to the commencement of the work. The Health and Safety Plan must include:

- a. Results of site specific hazard assessments.
- b. Results of safety and health risks or hazard analysis for site tasks.
- c. Safety considerations to the various tasks.

This plan must be implemented, maintained and enforced until final demobilization from the site. The Project Authority will respond in writing where deficiencies or concerns are noted and will request re-submission with corrections of deficiencies or concerns.

2. Before commencing clean-up activities or delivery of materials to or from the site, the Contractor must submit an Environmental Protection Plan for review by the Project Authority. This plan must include the following:
 - a. A Spill Control Plan: This plan includes procedures, instructions, and reports to be used in the event of an unforeseen spill of regulated substances.
 - b. A Non-Hazardous Solid Waste Disposal Plan: This plan identifies methods and locations for solid waste disposal, including clearing debris. Include the location for final disposal of the removed silt and river debris.
 - c. A Contaminant Prevention Plan: This plan identifies potentially hazardous substances to be used on the job site. It also outlines the intended actions to prevent the introduction of such materials into the air, water, or ground, and details provisions for compliance with the Federal, Provincial and Municipal laws and regulations for the storage and handling of said materials.

5.0 Meetings

1. Upon Contract Award, the Contractor must contact the Project Authority within two (2) business days to discuss the work required and clarify client expectations and needs.
2. The Contractor must meet with the Project Authority on an "as and when required" basis as determined by the Contractor or Project Authority or their designate. Arrangements for these "as and when required" meetings will be made via email or telephone conversation between the Contractor and Project Authority or their designate.

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3. The Contractor must record the meeting minutes, noting significant proceedings, decisions, and actions by parties. The Contractor will provide these minutes to the Project Authority electronically within three (3) days after the meeting.

6.0 Government Furnished Support/ Equipment/ Information

The following will be provided to the Contractor by Parks Canada:

1. The As-Built Drawings of the Forks Walkway (1987) will be supplied at the Mandatory Site Visit for this requirement.
2. A before and after Site Survey to quantify the amount of material removed as a result of flooding event(s).
3. Access to the irrigation system, including hoses to support the washing down of hard surfaces.

NOTE: the hoses will only cover the Northern Sections of the clean-up area.

7.0 Acceptance Criteria

The work will be monitored on a regular basis to ensure adherence to the work plan, as well as, to approve any modifications that maybe required. Acceptance will be determined following examination, satisfactory completion and acceptance of the final report by the Project Authority.

Appendix 1 – River Walk - Forks NHSC Map



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ANNEX B – BASIS OF PAYMENT

**** To Be Completed By the Bidder****

Financial Bid Submission Requirements

- (a) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (b) All prices are in Canadian dollars, FOB destination
- (c) Customs duties are included and Applicable Taxes are extra.
- (d) Total Combined Evaluated Estimated Bid Price Calculation: For the purposes of evaluation, the evaluated bid price will be comprised of the combined total of Table 1 and Table 2.

1. Firm Unit Price(s) - Contract

1. LUMP SUM

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lump sum inclusive of all costs (excluding applicable tax) associated with the work as required to satisfactorily fulfill the requirements of *Annex A – Statement of Work* for work not included in the firm unit price table below (including but not limited to mobilization, demobilization, administrative costs, etc.).

Firm Lump Sum Price (A)	\$
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2. FIRM UNIT PRICES

The Contractor will be paid firm unit prices for completing its obligations under the Contract as specified in Canadian currency below. The unit prices designate Work to which a unit price applies.

Item No.	Class of Labour, Plant or Material	Unit of Measurement	Firm Unit Price (a)	Estimated Quantity (b)	Estimated Amount (a) x (b)
1.	Washing	Event	\$	2	\$
2.	River Deposit Removal and Disposal	Cubic Metre (M ³)	\$	500	\$
3.	Supply and Apply Aggregates - Aggregate dust	Metric Tonne	\$	120	\$
4.	Landscaping	Square Metre (M ²)	\$	200	\$
Total Estimated Unit Price (B)					\$

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3. TOTAL EVALUATED BID PRICE

Total Evaluated Bid Price (A + B)	\$
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Notes:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract;
- (c) Customs duties are included and Applicable Taxes are extra; and
- (d) **Measurement and Payment of Items in the Unit Price Table: Included within the Unit Price Table unless otherwise stated are:**
 - a. Cost of Material, or the cost in labour and equipment and all disposal costs to remove material and dispose of it.
 - b. Delivery and unloading at site, or trucking away of in silt material to an approved disposal site.
 - c. Installation, overhead and profit.
 - d. **Washing.** The cost to wash all hard surfaces with a hose to remove all river deposits not removed with Earthworks as a single unit price.
 - e. **River Deposit Removal and Disposal.** The in-situ volume removed in cubic metres, measured by surveying the start and end conditions of this phase. Note this is to include any associated costs with harvesting and removing wet material.
Note: Parks Canada will supply the Surveying data for the amount of material before and after this phase. Refer to *Statement of Work Section 2.3 Support Provided by Canada*.
 - f. **Supply and Apply Aggregates - aggregate dust.** Cost to supply and apply aggregate dust to re-establish design grades, measured in tonnes of material delivered and supported by copies of truck weigh slips.
 - g. **Landscaping. The total area to be re-sodded measured in square metres.**

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ANNEX C – INSURANCE REQUIREMENTS – COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Parks Canada Agency.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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ANNEX D – 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		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

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

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

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

Name

Signature

Date

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ANNEX E to PART 5 OF THE BID SOLICITATION – FORMER PUBLIC SERVANT

** To Be Completed By the Bidder**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?	Yes () No ()
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If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?	Yes () No ()
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If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

NOT FOR BIDDING

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ANNEX F to PART 5 OF THE BID SOLICITATION – LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

**** To Be Completed By the Bidder****

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier Information

Supplier's Legal Name:		
Organizational Structure: () Corporate Entity () Privately Owned Corporation () Sole Proprietor () Partnership		
Supplier's Legal Address:		
City:	Province / Territory:	Postal Code / ZIP Code:
Supplier's Procurement Business Number (optional):		

List of Names

Name	Title

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Declaration

I, (name) _____, (position) _____, of

(supplier's name) _____, declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the contracting authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted.

Signature

Date

Please include with your bid or offer.