



RETURN OFFERS TO: Parks Canada Agency Bid Receiving Unit National Contracting Services Offer Fax: <b>1-855-983-1808</b>	Title: RFSO - Masonry stabilization and rehabilitation for the Halifax Citadel National Historic Site				
Offer E-mail Address: soumissionsami-bidsrpc@pc.gc.ca	<b>Solicitation No.:</b> 5P468-21-0050/A	<b>Date:</b> February 2, 2022			
This is the only acceptable email address for responses to the Request for Standing	<b>Client Reference No.:</b> N/A				
Offers. Offers submitted by email directly to the Standing Offer Authority or to any other email address will not be accepted.	GETS Reference No.: PW-22-00984390				
The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to offer documents will not be accepted.	Solicitation Closes: At: 2:00 pmTime Zone: EST - HNEOn: March 08, 2022EST - HNE				
	F.O.B.:				
REQUEST FOR STANDING OFFER	Address Enquiries to: Sheldon Lalonde				
Canada, as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada	Telephone No.: (343) 585-3836	Fax No.: 1-855-983-1808			
Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.	Email Address: <u>sheldon.lalonde@pc.gc.ca</u>				
Comments:	Destination of Goods, Services, See Herein	and Construction:			
Issuing Office:	TO BE COMPLETED BY THE OFFEROR				
Parks Canada Agency National Contracting Services	Vendor/ Firm Name:				
Cornwall, Ontario, K6H 6S2	Address:				
	Telephone No.:	Fax No.:			
	Name of person authorized to s Firm (type or print):	ign on behalf of the Vendor/			
	Signature:	Date:			
Canada					

Amendment No.:

Title

**Client Reference No.:** N/A

Masonry stabilization and rehabilitation for the Halifax Citadel National Historic Site

# REQUEST FOR STANDING OFFER (RFSO)

This RFSO is for call-ups below \$100,000 No contract security is asked for.

# **IMPORTANT NOTICE TO OFFERORS**

#### **COVID-19 VACCINATION REQUIREMENT**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification (Annex C) as required precedent to contract award will render the offer non-responsive.

This requirement provides arrangements for future site visits that will be subject to the *COVID-19 Vaccination Policy for Supplier Personnel*. Offerors who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the requested certification as required will not be allowed access to the site.

Note to Offerors, there will no Public Opening for the purposes of this solicitation.

# OFFERS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

# OFFERS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.

The only acceptable email address for responses to offer solicitations is <u>soumissionsami-bidsrpc@pc.gc.ca</u>. Offers submitted by email directly to the Contracting Authority or to any email address other than <u>soumissionsami-bidsrpc@pc.gc.ca</u> will not be accepted.

The only acceptable facsimile for responses to offer solicitations is **1-855-983-1808**.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes.

The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognizant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offer documents must be sent as email attachments.

#### 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. In order to receive payment, new vendors that are awarded a Standing Offer will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

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

# PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <u>https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html</u>

#### LISTING OF SUBCONTRACTORS / SUPPLIER

Applicable at the time of individual call-up. The Offeror must submit the names of Subcontractors/Supplier for the part or parts of the Work listed.

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# GENERAL INSTRUCTIONS TO OFFERORS – CONSTRUCTION SERVICES (GI)

#### GI01 (2016-04-04) Integrity provisions—Offer

- 1. The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the offer solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the offer solicitation. The Offeror must comply with the Policy and Directives, which can be found at *Ineligibility and Suspension Policy*.
- 2. Under the Policy, charges and convictions of certain offences against a Offeror, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Offeror is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
- 3. In addition to all other information required in the offer solicitation, the Offeror must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Offering, Contracting or Entering into a Real Property Agreement"; and
  - b. with its offer, 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.
- 4. Subject to subsection 5, by submitting an offer in response to this offer solicitation, the Offeror certifies that:
  - a. it has read and understands the *Ineligibility and Suspension Policy*;
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its offer 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;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier subcontractors; and
  - f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
- 5. Where an Offeror is unable to provide any of the certifications required by subsection 4, it must submit with its offer a completed Integrity Declaration Form, which can be found at <u>Declaration form for procurement</u>.
- 6. Canada will declare non-responsive any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a contract for providing a false or misleading certification or declaration.

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# GI02 (2014-03-01) Completion of offer

- 1. The offer shall be
  - a. submitted on the Offer and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Offer and Acceptance Form that must be identical in content and format to the Offer and Acceptance Form provided through GETS;
  - b. based on the Offer Documents listed in the Special Instructions to Offerors;
  - c. correctly completed in all respects;
  - d. signed by a duly authorized representative of the Offeror; and
  - e. accompanied by
    - i. any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the offer.
- 2. Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Offer and Acceptance Form, or any condition or qualification placed upon the offer may be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer and Acceptance Form by the Offeror shall be initialed by the person or persons signing the offer. Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3. Unless otherwise noted elsewhere in the Offer Documents, facsimile copies of offers are not acceptable.
- 4. Canada will make available Notices of Proposed Procurement (NPP), offer solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, offer solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

# GI03 (2015-02-25) Identity or legal capacity of the Offeror

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- a. such signing authority; and
- b. the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

# GI04 (2015-02-25) Applicable Taxes

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

#### GI05 Listing of Subcontractors/Supplier

Applicable at the time of individual call-up. The Offeror must submit the names of Subcontractors/Supplier for the part or parts of the Work listed.

#### GI06 (2014-03-01) Submission of offer

- 1. Canada requires that each offer, at closing date and time or upon request from the Contracting Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section GI17.
- 2. It is the Offeror's responsibility to:
  - a. obtain clarification of the requirements contained in the Request for Standing Offer, if necessary, before submitting an offer:
  - b. submit an electronic copy of the Offer, duly completed, IN THE FORMAT REQUESTED, on or before the closing date and time set for receipt of offers;
  - c. send its offer only to Parks Canada Agency (PCA) Bid Receiving Unit specified on page 1 of the Request for Standing Offer;
  - d. ensure that the Offeror's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the offer; and
  - e. provide a comprehensive and sufficiently detailed offer that will permit a complete evaluation in accordance with the criteria set out in the Request for Standing Offer.
- 3. The technical and price components of the offer must be submitted by email, and be easily identified in accordance with the instructions contained in the offer document. The technical and price components of the offer must be submitted in separate sections or in separate attachments in accordance with the instructions contained in the offer document. Email submissions shall clearly and conspicuously display and indicate the information identified in paragraph 2. d) above.
- 4. Timely and correct delivery of offers to the office designated for receipt of offers is the sole responsibility of the Offeror. Parks Canada Agency will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of offers are the responsibility of the Offeror.
- 5. The evaluation of offers may result in authorization to utilize one or more Standing Offers in whole or in part, taking into consideration the evaluation criteria and selection method stated herein. The lowest or any offer will not necessarily be authorized. In case of error in the calculation of prices, the unit prices will govern.
- 6. The offer should completely and thoroughly address each element of the requirements as enumerated in the Request for Standing Offer. It is also essential that the elements contained in the offer be stated in a clear and concise manner.
- 7. Offer documents and supporting information may be submitted in either English or French.
- 8. Canada will make available Notices of Proposed Procurement (NPP), RFSOs and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, RFSO or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Offeror to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third party.

#### GI07 (2010-01-11) Revision of offer

- 1. An offer submitted in accordance with these instructions may be revised by email or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Offeror's letterhead or bear a signature that identifies the Offeror.
- 2. A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3. A letter or facsimile submitted to confirm an earlier revision should be clearly identified as a confirmation.
- 4. Failure to comply with any of the above provisions may result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

# GI08 (2014-09-25) Rejection of offer

- 1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
- 2. Without limiting the generality of paragraph 1) of GI11, Canada may reject an offer if any of the following circumstances is present:
  - a. the Offeror's offering privileges are suspended or are in the process of being suspended;
  - the offering privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with Canada
    - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the Offeror's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
    - ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being offer on.
- 3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2)(f)(ii) of GI11, Canada may consider, but not be limited to, such matters as:
  - a. the quality of workmanship in performing the Work;
  - b. the timeliness of completion of the Work;
  - c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
  - d. the completeness and effectiveness of the Offeror's safety program during the performance of the Work.
- 4. Without limiting the generality of paragraphs 1), 2) and 3) of GI11, Canada may reject any offer based on a unfavorable assessment of the;

- a. adequacy of the offer price to permit the work to be carried out and, in the case of a offer providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
- b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
- c. Offeror's performance on other contracts.
- 5. Where Canada intends to reject an offer pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(a) of GI11, the contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
- 6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Offerors.

# GI09 (2015-02-25) Offer costs

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

# GI10 (2019-05-30) Procurement Business Number

Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on Web site: <u>https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier</u>. For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

#### GI11 (2013-04-25) Compliance with applicable laws

- By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licenses, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing contract for the performance of the work.
- 2. For the purpose of validating the certification in paragraph 1) of GI14, a Offeror shall, if requested, provide a copy of every valid license, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
- 3. Failure to comply with the requirements of paragraph 2) of GI14 shall result in disqualification of the offer.

# GI12 (2010-01-11) Performance evaluation

- Offerors shall take note that the performance of the Offeror during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Offeror's performance be considered unsatisfactory, the Offeror's offering privileges on future work may be suspended indefinitely.
- 2. The form <u>PWGSC-TPSGC 2913</u>, SELECT Contractor Performance Evaluation Report Form, is used to record the performance.

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# GI13 (2011-05-16) Conflict of interest—unfair advantage

- 1. In order to protect the integrity of the procurement process, Offerors are advised that Canada may reject an offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other Offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 2. The experience acquired by a Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
- 3. Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

# GI14 (2016-04-04) Code of Conduct for Procurement—offer

The <u>Code of Conduct for Procurement</u> provides that Offerors must respond to offer solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the offer solicitation and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the offer non-responsive.

# SPECIAL INSTRUCTIONS TO OFFEROR'S (SI)

### SI01 INTRODUCTION

- 1. Parks Canada Agency (PCA) is inviting Offerors with expertise in historical stone and masonry projects to submit offers for Standing Offers. The selected Offerors shall provide a range of services as identified in the Required Services section of this document.
- 2. It is PCA's intention to authorize up to one (1) Standing Offer, each for a period of three (3) years from the date of issuance, with two (2) one year options to extend the Standing Offers. The total dollar value of all Standing Offers is estimated to be \$ 500,000.00 (Applicable Taxes included). Individual call-ups will vary, up to a maximum of \$ 60,000.00 (Applicable Taxes included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PCA will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SP5, CALL-UP PROCEDURE.

#### SI02 OFFER DOCUMENTS

- 1. The following are the Offer Documents:
  - a. Request for Standing Offer Page 1;
  - b. General Instructions to Offeror's- Construction Services
  - c. Special Instructions to Offerors;
  - d. Clauses & Conditions identified in "Call-up Clauses or Resulting Contract Documents;
  - e. Drawings and Specifications;
  - f. Price Proposal form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of an Offer constitutes acknowledgement that the Offeror has read and agrees to be bound by these documents.

2. Offers received by fax will be accepted as official.

GI07, add following paragraph;

- 3. Offers received by fax will be accepted as official and must meet the following requirements
  - a. Must be completed on the Price Proposal Form
  - b. Must indicate
    - Request for standing offer number;
    - Solicitation number;
    - Offeror's name and
    - Closing Date and Time
  - c. Must be received before offer closing time at fax number **1-855-983-1808**.

#### SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

 Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the Request for Standing Offer - Page 1 at e-mail address <u>sheldon.lalonde@pc.gc.ca</u> as early as possible. Enquiries should be received no later than ten (10) working days prior to the closing date identified on the front page of the Request for Standing Offer Enquiries received after that time may not be answered.

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- 2. To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFSO must be directed only to the Contracting Authority identified in the RFSO. Failure to comply with this requirement may result in the offer being declared non-responsive.
- 3. To ensure consistency and quality of information provided to offerors, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS).

# SI04 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

# SI05 PCA OBLIGATION

A RFSO does not commit PCA to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PCA reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

# SI07 REVISION OF OFFER

An offer may be revised by email or facsimile in accordance with "General Instructions to Offerors – Construction Services to Offerors ". The facsimile number for receipt of revisions is **1-855-983-1808**.

#### SI08 OFFER VALIDITY PERIOD

- 1. The offer cannot be withdrawn for the period of ninety (90) days following the RFSO closing date.
- 2. Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
- 3. If the extension referred to in paragraph 2 of SI08 is accepted, in writing, by all those who submitted offers, then Canada shall continue immediately with the evaluation of the offers and its approvals processes.
- 4. If the extension referred to in paragraph 2 of SI09 is not accepted in writing by all those who submitted offers then Canada shall, at its sole discretion, either
  - a. continue to evaluate the offers of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the request for proposal.
- 5. The provisions expressed herein do not in any manner limit Canada's rights in law or under G108.

### SI09 RIGHTS OF CANADA

Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Enter into negotiations with bidders on any or all aspects of their bids;
- c. Accept any bid in whole or in part without negotiations;
- d. Cancel the bid solicitation at any time;
- e. Reissue the bid solicitation;

- f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
- g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

### 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:

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

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

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

#### **Declaration Form**

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

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

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

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# CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

- 1. The following are the "call up" contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Price Proposal Form and any Appendices attached thereto;
  - c. Drawings and Specifications;

d.

-			
	General Conditions and clauses		
	GC1 General Provisions – Construction Services	R2810D	(2021-12-02);
	GC2 Administration of the Contract	R2820D	(2016-01-28);
	GC3 Execution and Control of the Work	R2830D	(2019-11-28);
	GC4 Protective Measures	R2840D	(2008-05-12);
	GC5 Terms of Payment	R2550D	(2019-11-28);
	GC6 Delays and Changes in the Work	R2860D	(2019-05-30);
	GC7 Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
	GC8 Dispute Resolution	R2884D	(2016-01-28);
	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 offer revision received before the date and time set for solicitation closing:
- f. Any amendment incorporated by mutual agreement between Canada and the Offeror before acceptance of the offer; 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>
- 3. The language of the contract documents is the language of the Price Proposal Form submitted.
- 4. 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.

# STANDING OFFER PARTICULARS (SP)

- SP 1 General
- SP 2 Withdrawal/Revision
- SP 3 Period of the Standing Offer
- SP 4 Call-Up Limitation
- SP 5 Call-Up Procedure
- SP 6 Identified Users
- SP 7 Authorities
- SP 8 Invoicing

# SP 1 GENERAL

- 1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
- 2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
- 3. The Offeror understands and agrees that:
  - a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
  - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
  - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
  - d) the Standing Offer cannot be assigned or transferred in whole or in part;
  - e) the Standing Offer may be set aside by Canada at any time.

# SP 2 WITHDRAWAL/REVISION

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than thirty (30) days' written notice to the Contracting Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Contracting Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

The period of the Standing Offer may only be extended, or its usage increased, by the Contracting Authority issuing a revision to the Standing Offer in writing.

# SP 3 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the start date identified on the Standing Offer.

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Contracting Authority thirty (30) days before the expiry of the Standing Offer. A revision to the Standing Offer will be issued by the Contracting Authority.

# SP 4 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$60,000.00 (Applicable Taxes, Fees and Amendments included). The call-up limitation includes fees and all related disbursements.

# SP 5 CALL-UP PROCEDURE

- 1. Services will be called-up as follows:
  - a) The Departmental Representative will establish the scope of services to be performed.
  - b) The Offeror will be provided the scope of services and will submit an offer to the Departmental Representative in accordance with the fixed hourly/unit rates established under the Standing Offer.

The Offeror's offer shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Offeror is unable to provide the services of an individual named in its offer (submitted in response to the Request for Standing Offer), the Offeror may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Offeror must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

- c) For services from a Specialist Offeror that is not named or for which discipline is not identified in the Standing Offer, the Offeror's offer shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Offeror to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.
- d) For the preparation of bilingual documents, the Offeror shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
- e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
- 2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.

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3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

### SP 6 IDENTIFIED USERS

The Identified User authorized to make call-ups against the Standing Offer is:

Parks Canada Agency National Contracting Services

#### SP 7 AUTHORITIES

#### 1. Contracting Authority

The Contracting Authority for this Standing Offer is:

#### Sheldon Lalonde

Contracting Advisor (acting), National Contracting Services Chief Financial Officer Directorate Parks Canada Agency - 111 Water Street East, Cornwall, Ontario K6H 6S2 Telephone: (343) 585-3836 Email: <u>sheldon.lalonde@pc.gc.ca</u>

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

#### 2. Departmental Authority

A Departmental Representative will be identified at time of each individual Call-Up. The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

#### 3. Offeror`s Representative

To be inserted upon Standing Offer issuance.

#### SP 8 INVOICING

1. For prompt processing of invoices, include the following information on each invoice for payment:

- a) PCA project number;
- b) Invoicing period with dates;
- c) Work done to justify invoice (short narrative) for services provided
- d) Summary of costs as follows:

Amount this invoice	(1)	Fees + Applicable Taxes = Total
Total previous invoices	(2)	Fees + Applicable Taxes = Total
Total invoiced to date	(1+2) = (3)	Fees + Applicable Taxes = Total
Agreed fees	(4)	Fees + Applicable Taxes = Total
Amount to complete	(4-3) = (5)	Fees + Applicable Taxes = Total
% Services completed this s	tage (6)	

e) Authorized signatures of the Offeror and the date.

2. Include with each invoice for authorized disbursements, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.

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# SUPPLEMENTARY CONDITIONS (SC)

# SC01 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

- The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
- 2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence, as referred to in the insurance requirements of the Contract.
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

- 3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
- 4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

#### 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 agreement. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the agreement 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 and be maintained throughout the duration of the standing offer period.

(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 offer, 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 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

#### SC04 CONTRACT SECURITY

This RFSO is for call-ups below \$100,000 (tax included). No contract security is asked for.

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# **APPENDIX 1 - PRICE PROPOSAL FORM**

# BA01 IDENTIFICATION

RFSO - Masonry stabilization and rehabilitation for the Halifax Citadel National Historic Site

#### BA02 BUSINESS NAME AND ADDRESS OF OFFEROR

# BA03 THE OFFER

The Bidder offers to Canada to perform and complete the work described in **APPENDIX 3 - SCOPE OF WORK** for the above named project in accordance with the Bid Documents for the Total Bid Amount indicated in **APPENDIX 1 - PRICE OFFER**.

### BA04 OFFER VALIDITY PERIOD

The offer must not be withdrawn for a period of ninety (90) days following the date of solicitation closing.

#### BA05 SIGNATURE

Name and title of person authorized to sign on behalf of Offeror (Type or print)

Signature

Date

#### APPENDIX 1 - PRICE PROPOSAL FORM (CON'T)

#### **INSTRUCTIONS**

#### This section, when completed, will be considered as the Offeror's Financial Offer.

- 1. Complete price offer form and submit in a <u>separate attachment</u>, with the Offeror's name, Solicitation Number, and "Price Offer Form" as title of the electronic file.
- 2. Price offers are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
- 3. Offerors are not to alter or add information to the form.
- 4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: offerors must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your offer non-responsive.
- 5. Fixed hourly rates for each Category of Personnel are to be provided in columns A, B and C and multiplied by the weight factor % in column D (provided for evaluation purpose only). Sub-totals of columns E are added for evaluation purposes F.
- 6. Should there be an error in the extended pricing of the offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer shall be changed to reflect the quantities stated in this document. In the event that a mathematical error occurs in carrying over the totals, PCA will correct the totals to ensure the fairness of the Offers
- 7. The hourly and unit rates identified will be for the duration of the Standing Offer.
- 8. There will be no extra payment made for overtime.
- 9. Travel and Living Expenses will not be authorized.
- 10. Any travel time and travel-related expenses associated with the delivery of services described within this Request for Standing Offer (RFSO) are to be calculated as an integral part of the hourly / unit rates.

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# **APPENDIX 1 - PRICE OFFER**

Name of Offeror:

Address:

ltem No.	Category of labor, tools or materials	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	Unit of Measure	Quantity Estimate d (D)	Total Price, tax excluded (E) ((A+B+C)xD)
1	Scaffolding	\$	\$	\$	m²	200	\$
2	Repointing						
	a) Brick	\$	\$	\$	m²	25	\$
	b) Ironstone	\$	\$	\$	m²	100	\$
	c) Granite	\$	\$	\$	m²	200	\$
3	Parging	\$	\$	\$	m²	25	\$
4	Grouting	\$	\$	\$	Bag	50	\$
5	Labour						
	a) Labourer	\$	\$	\$	Hr	250	\$
	b) Mason	\$	\$	\$	Hr	250	\$
	c) Carpenter	\$	\$	\$	Hr	50	\$
	d) Supervisor	\$	\$	\$	Hr	30	\$
6	Equipment						
	a) Bob-Cat	\$	\$	\$	Hr	20	\$
	b) Compressor	\$	\$	\$	Day	10	\$
	c) Trucking	\$	\$	\$	Hr	50	\$
	d) Electric Chipping Hammer	\$	\$	\$	Day	30	\$
	e) Generator	\$	\$	\$	Day	15	\$
7	Testing Allowance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	LS	1	\$ 15,000.00
	TOTAL FOR EVALUATION PURPOSES (F) Excluding applicable tax						\$

# END OF PRICE OFFER FORM

**Client Reference No.:** N/A

Title: Masonry stabilization and rehabilitation for the Halifax Citadel National Historic Site

# APPENDIX 2 - INTEGRITY PROVISIONS – LIST OF NAMES

# LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

### 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's 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 <u>Information</u> <u>Bulletin: Required information to submit a bid or offer</u> for additional details.

# Supplier Information

Supplier's Legal Name:			
Organizational Structure:	<ul> <li>( ) Corporate Entity</li> <li>( ) Privately Owned Corporation</li> <li>( ) Sole Proprietor</li> <li>( ) Partnership</li> </ul>		
Supplier's Legal Address:			
City:	Province / Territory:	Postal Code:	

# Supplier's Procurement Business Number (optional):

#### List of Names

Name	Title

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De	claration			
Ι, _		, (nan	ne)	
		, (positi	<b>on)</b> of	
pro a c wo am	ovide the list of names will render contract or real property agreeme rking days, inform the Contractin	vledge and belief, true, a a bid or offer non-resp ent. I am aware that dur ng Authority in writing of ward I must inform the l	<b>ier's name)</b> declare that the inform accurate and complete. I am awar onsive, or I will be otherwise disquing the bid or offer evaluation stag any changes affecting the list of r Registrar of Ineligibility and Suspe d.	e that failing to ualified for award of le, I must, within 10 names submitted. I
Sig	gnature:			

Date: \_\_\_\_\_

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# **APPENDIX 3 - SCOPE OF WORK**

Scope of Work and accompanying specifications are included in DSP.zip folder.

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# APPENDIX 4 - TECHNICAL OFFER - QUALIFICATIONS

#### BUSINESS NAME AND ADDRESS OF BIDDER

Name:		
Address:		
Telephone:	Fax:	_ PBN:
E-mail address:		

#### SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the bidder in ensuring a complete submission. The bidder is responsible for meeting all submission requirements. Please follow detailed instructions in GI06 Submission of Offer and SI02 Offer Documents.

All forms, certification and resume requests in Appendix 4 should be completed and submitted with the bid. If any of these required documents are not completed and submitted with the bid, the Contracting Authority will inform the bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid nonresponsive.

Please be advised that PCA reserves the right to contact the person named for project reference to verify the information contained herein.

#### SUBMISSION 1

Bidders must complete and provide the following information. These forms, or a copy identical in Content and Format, and professional resumes must be included as part of the bid submission in "Submission One - QUALIFICATIONS."

□ Part 1: Forms and Technical Response:

- MC1 Heritage Masonry Contractor Experience, Project 1
- MC1 Heritage Masonry Contractor Experience, Project 2
- Masonry Site Superintendent Experience, Project 1
- Masonry Site Superintendent Experience, Project 2
- Masonry Site Superintendent Experience, Project 3
- MC3 Masonry Team Experience

#### SUBMISSION 2

□ Part 2: Financial, bidders must provide:

- The Bid and Acceptance Form (BA)
- Combined Price Form

# MANDATORY CRITERIA (MC)

Failure to present supporting documents with their bid will be considered non-responsive and rejected.

Parks Canada reserves the right to verify the completeness and accuracy of the information provided. Supporting documents may be verified by Canada.

#### ALL mandatory criteria must be met in order to proceed to the second step of the financial evaluation.

#### MC1 Heritage Masonry Contractor Experience

- 1. The Heritage Masonry Contractor must demonstrate with their bid that they have experience on stone masonry heritage projects within the past **five (5) years**.
- 2. The Heritage Masonry Contractor must have completed at least **two (2)** stone masonry projects within the past **five (5) years**, minimum value of **\$ 250,000.00** (excluding tax) and provide references. Ref: Client Reference Form for Bidder.
- **3.** The Heritage Masonry Contractor must demonstrate in that they have the required experience, respecting the standards and guidelines for the conservation of historic places in Canada, of all of the following tasks collectively within project #1:
  - **a.** Raking joints by hand;
  - **b.** Cutting stone;
  - **c.** Pinning techniques;
  - d. Historical repointing;
  - e. Full stone replacement;

#### Note: TABLE 1. Heritage Masonry Contractor Experience (MC1) has been provided as template.

#### MC2 Masonry Site Superintendent Experience

- 1. The **Masonry Site Superintendent** must have a minimum of **ten (10) years' experience** in the overall management, sub-trade organization and scheduling of stone masonry projects.
- 2. The Masonry Site Superintendent must have three (3) completed projects <u>each of which</u> meets the following criteria:
  - a. The Completed Projects must each have a minimum value of \$250,000 (Excluding tax).
  - b. The Completed Projects must have been completed within the last ten (10) years.

#### Note: TABLE 2. Site Superintendent Experience (MC2) has been provided as template.

#### MC3 Masonry Team Experience

The Heritage Masonry Contractor must demonstrate in **TABLE 3 Masonry Team Experience (MC3)** that at minimum masonry personnel to be used on the project are certified masons in the Province of Nova Scotia as:

- a) Red seal Journeyman, and;
- b) Apprentice under a Journeyman and currently enrolled in the mason program, or;
- c) provide proof of acceptable combination of education, training and experience.

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# TABLE 1. Heritage Masonry Contractor Experience (MC1)

# Project #1

Project Name:	
Total value of the Heritage Masonry Project (Excluding tax):	
Street Address:	
City:	
Country:	
Start Date (Month Year):	
Completion Date (Month Year):	
Project Description:	
Client Organization Name:	
Sub-trades (if applicable):	
Please check each technical dia Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Provide a detailed description of	of the work:

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# Project #2

Project Name:	
Total value of the Heritage Masonry Project (Excluding tax):	
Street Address:	
City:	
Country:	
Start Date (Month Year):	
Completion Date (Month Year):	
Project Description:	
Client Organization Name:	
Sub-trades (if applicable):	
Please check each technical dis Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	cipline used for this project: yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □
Raking joints by hand Cutting stone Pinning techniques Historical repointing Full stone replacement	yes□ no □ yes□ no □ yes□ no □ yes□ no □ yes□ no □

Amendment No.: 00

**Client Reference No.:** N/A

# CLIENT REFERENCE FORM FOR BIDDER

# PROJECT No. 1 Heritage Masonry Contractor Experience (1 page) (Duplicate for Project #2)

#### **Client Letter of Reference**

The project that is presented by the **Bidder** shall demonstrate the following requirements:

- Raking joints by hand;
- Cutting stone;
- Pinning techniques;
- Historical repointing;
- Full stone replacement;

#### Project Details:

Project name:

Project Location (street address & city):

Total value of the Heritage Masonry work(s) (excluding tax):

#### I hereby certify the information provided in this client reference form to be true and factual.

Client Name

Title

Signature

**Client** Organization Name

Telephone

Date

# PROJECT No. 2 Heritage Masonry Contractor Experience (1 page)

#### **Client Letter of Reference**

The project that is presented by the **Bidder** shall demonstrate the following requirements:

- Raking joints by hand;
- Cutting stone;
- Pinning techniques;
- Historical repointing;
- Full stone replacement;

#### Project Details:

Project name:

Project Location (street address & city):

Total value of the Heritage Masonry work(s) (excluding tax):

I hereby certify the information provided in this client reference form to be true and factual.

Client Name

Title

Signature

Client Organization Name

Telephone

Date

#### TABLE 2. Site Superintendent Experience (MC2)

Name of Site Superintendent to be used on this project:

1. Does the **Site Superintendent** have a minimum of ten (10) years' experience in the overall management and scheduling of construction masonry projects? **YES\_\_\_\_NO\_\_\_\_** 

#### 2. Identify projects for Superintendent Experience:

# Project #1 Superintendent Experience

Project Name:	
Total value of the Heritage Masonry component of the work ( <i>Excluding tax</i> ):	
Street Address:	
City:	
Country :	
Start Date (Month/Year) :	
Completion Date (Month/Year):	
Project Description:	
Client Organization Name:	

#### **Project #2 Superintendent Experience**

Project Name:	
Total value of the Heritage Masonry component of the work (Excluding tax):	
Street Address:	
City:	
Country :	
Start Date (Month/Year) :	
Completion Date (Month/Year):	

**Client Reference No.:** N/A

Title: Masonry stabilization and rehabilitation for the Halifax Citadel National Historic Site

Project Description:	
Client Organization Name:	

# Project #3 Superintendent Experience

Project Name:	
Total value of the <b>Heritage</b> <b>Masonry</b> component of the work (Excluding tax):	
Street Address:	
City:	
Country :	
Start Date (Month/Year) :	
Completion Date (Month/Year):	
Project Description:	
Client Organization Name:	

#### TABLE 3 Masonry Team Experience (MC3)

1. Has the contractor identified that they have access to the required skilled and certified personnel required to complete the project?

#### YES\_\_\_NO\_\_

	Name of Qualified Person	Certification (Journeyman or Apprentice)	Date enrolled in program:
1			
2			
3			
4			
5			

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# EVALUATION AND RATING

In the first instance, price submissions will remain sealed and only the mandatory components of the proposals which are responsive will be reviewed, evaluated and rated by a PCA Evaluation Board in accordance with the following:

Criterion	Result
Heritage Masonry Contractor Experience, Project 1	Pass / Fail
Heritage Masonry Contractor Experience, Project 2	Pass / Fail
Masonry Site Superintendent Experience, Project 1	Pass / Fail
Masonry Site Superintendent Experience, Project 2	Pass / Fail
Masonry Site Superintendent Experience, Project 3	Pass / Fail
MC3 Masonry Team Experience	Pass / Fail
Overall Mandatory Result	Pass / Fail

No further consideration will be given to Construction General Contractors not achieving the pass mark.

### **SUBMISSION 2 - PRICE OF SERVICES**

In a separate Submission, bidders must provide:

- The Bid and Acceptance Form (BA)
- Combined Price Form

All price proposal submissions corresponding to responsive proposals which have achieved the pass mark are opened upon completion of the mandatory evaluation.

The responsive and passing proposal carrying the lowest price will be recommended for Standing Offer.

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

# **CERTIFICATE OF INSURANCE**

÷	Travaux publics et Services gouverne Canada
	Canada

ix publics et Public Works and Government Services Canada

Page 1 of 2

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	Prov	ince Postal Code
Additional Insured				

Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y			Limits of Liability
Commercial General Liability Umbrella/Excess Liability				Per Occurren ce \$	Annual General Aggregate \$ \$	Completed Operations Aggregate \$ \$
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) number

Telephone

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 Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 day 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>).

**Client Reference No.:** N/A

Title: Masonry stabilization and rehabilitation for the Halifax Citadel National Historic Site

#### ANNEX "B" - ATTESTATION FORM

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

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

# Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

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.

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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 C – COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I,	<i>(first and last name)</i> , as the representative of		
	(name of business) pursuant to		
	(insert solicitation number), warrant and certify that		
all personnel that	(name of business) will provide on ca		

all personnel that \_\_\_\_\_\_ *(name of business)* will provide on callup(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

# (check the applicable option[s] below)

- □ (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the

(name of business) has certified to their compliance with

this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature:

Date: \_\_\_\_\_

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N/A	Masonry stabilization and	Masonry stabilization and rehabilitation for the Halifax Citadel National Historic Site		

# **Optional**

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.