



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Parks Canada Agency Bid Receiving Unit  
National Contracting Services

**Bid Fax:** 1-855-983-1808

**Bid Email:** [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.ca)

This is the only acceptable email address for responses to bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address will not be accepted.

The maximum email file size is 15 megabytes. Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Parks Canada Agency**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Soumission 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 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  
Gatineau, Qc

<b>Title-Sujet</b> Coastal Erosion Armour Stone installation, Fortress of Louisbourg National Historic Site		
<b>Solicitation No. - No. de l'invitation</b> 5P468-22-0048/B	<b>Date:</b> August 25, 2022	
<b>GETS Reference No. - No de référence de SEAG</b> PW-22-01005362	<b>Client Ref. No. - No. de réf du client.</b> N/A	
<b>Solicitation Closes - L'invitation prend fin :</b>		
<b>at - à</b> 2:00 PM	<b>on - le</b> September 08, 2022	<b>Time Zone - Fuseau horaire</b> ADT - HAA
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b> Christine Piché <a href="mailto:christine.piche@pc.gc.ca">christine.piche@pc.gc.ca</a>		
<b>Telephone No. - No de téléphone</b> 873-355-8841	<b>Fax No. - No de FAX:</b> 1-855-983-1808	
<b>Destination of Goods, Services, and Construction:</b> <b>Destinations des biens, services et construction:</b> See Herein - Voir aux présentes		

**TO BE COMPLETED BY THE BIDDER  
À ÊTRE COMPLÉTÉ PAR LE SOUMISSIONNAIRE**

<b>Vendor/Firm Name - Nom du fournisseur/de l'entrepreneur</b>	
<b>Address - Adresse</b>	
<b>Name of person authorized to sign on behalf of the Vendor/Firm Nom de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur</b>	
<b>Titale - Titre</b>	
<b>Telephone No. - N° de téléphone:</b> _____	
<b>Facsimile No. - N° de télécopieur:</b> _____	
<b>Signature</b>	<b>Date</b>

## INVITATION TO TENDER

### REISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number 5P468-22-0048/A dated 23 juin 2022 with a closing of July 12, 2022 at 2:00 PM ADT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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

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

The only acceptable email address for responses to bid solicitations is [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.ca). Bids submitted by email directly to the Contracting Authority or to any email address other than [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.ca) will not be accepted.

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

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant 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 Bidder should send the bid 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 bid documents will not be accepted. Bid documents must be sent as email attachments.

### REVISIONS TO BID AND CONTRACT SECURITY

Bidders are advised that the requirement for the submission of bonds has been revised. Bidders should submit their bonds in accordance with these revised instructions as identified below.

GI08 of [R2710T](#) has changed, see SI05 Bid Security Requirements.

GC9.2.2 of [R2890D](#) has changed, see SC05 Types and Amounts of Contract Security

### 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 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>

**Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI06 for further Instructions.**

## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Optional Site Visit
SI04	Revision of Bid
SI05	Bid Security Requirements
SI06	Bid Results
SI07	Insufficient Funding
SI08	Bid Validity Period
SI09	Construction Documents
SI10	Web Sites

### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-01-28)

The following GI's are included by reference and are available at the following Web Site

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

GI01	Integrity Provisions - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance with Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage
GI18	Code of Conduct for Procurement—bid

### CONTRACT DOCUMENTS (CD)

#### SUPPLEMENTARY CONDITIONS (SC)

SC01	Security Related Requirements
SC02	Insurance Terms
SC03	Changes to the General Conditions
SC04	Compliance with On-Site Measures, Standing Orders, Policies, and Rules
SC05	Types and Amounts of Contract Security

#### BID AND ACCEPTANCE FORM (BA)

BA01	Identification
BA02	Business Name and Address of Bidder
BA03	The Offer
BA04	Bid Validity Period
BA05	Acceptance and Contract
BA06	Construction Time
BA07	Bid Security
BA08	Signature

#### APPENDIX "1" INTEGRITY PROVISIONS

#### ANNEX "A" CERTIFICATE OF INSURANCE

#### ANNEX "B" ATTESTATION FORM

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2022-01-28)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

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

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

3. **Bids received by fax and email will be accepted as official. Bids received in-person or by courier will not be accepted.**

R2710T section GI09, add following paragraph;

5. Bids received by fax and email will be accepted as official and must meet the following requirements:

- a. Must be completed on the Bid and Acceptance Form
- b. Must indicate
  - Project number
  - Solicitation number
  - Bidder's name
  - Closing Date and Time
- c. Bidder must provide an electronic copy of their bid security. PCA will verify the validity of the bid security after closing.
- d. Must be received before tender closing time at fax number **1-855-983-1808** or by email at [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.ca)

### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 at e-mail address [christine.piche@pc.gc.ca](mailto:christine.piche@pc.gc.ca). Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PCA will examine the content of the enquiry and will decide whether or not to issue an amendment.

3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed **ONLY** to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI03 OPTIONAL SITE VISIT**

1. There will be an optional site visit on **September 1<sup>st</sup>, 2022 at 10:00 AM local time**. Interested bidders are to meet at 259 Park Service Road, gate 2, Fortress of Louisbourg Site, Louisbourg, B1C 2L2.
2. Safety Attire - It is mandatory that all persons attending the site visit have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
3. Bidders are requested to communicate with the Contracting Authority before the optional site visit to confirm attendance and provide the name(s) of the person(s) who will attend at the latest on **August 31<sup>st</sup>, 2022**. 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.

### **SI04 REVISION OF BID**

A bid may be revised by facsimile or email in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is **1-855-983-1808** and email is [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.ca).

### **SI05 BID SECURITY REQUIREMENTS**

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
- 2.1 A bid bond must be submitted in an electronic format if it meets the following criteria:
  - a. The version submitted by the Bidder should be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
  - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
  - d. Verification will be confirmed by the Surety Company, or an approved verification service provider of the Surety Company.
  - e. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration.
- 2.2 Bonds failing the verification process will NOT be considered valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

### **SI06 BID RESULTS**

1. There will be no public opening at bid deposit time.
2. The responsive bid carrying the lowest price will be recommended for contract award.

3. Following solicitation closing, bid results may be obtained by emailing [christine.piche@pc.gc.ca](mailto:christine.piche@pc.gc.ca)

### **SI07 INSUFFICIENT FUNDING**

- 1) In the event that the lowest compliant bid exceeds the amount of funding Canada has allocated for the work
  - (a) by 15% or less, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of G111 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and negotiate, with the Bidder submitting the lowest compliant bid, a corresponding reduction in its bid price.
  - (b) by more than 15%, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of G111 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and invite those who submitted compliant bids at the original solicitation to re-bid the work.
- 2) If negotiations or a re-bid are undertaken as is contemplated in subparagraphs 1)(a)(iii) or 1)(b)(iii) above, Bidders shall retain the same subcontractors and suppliers as they carried in their original bids.
- 3) If Canada elects to negotiate a reduction in the bid price as is contemplated in subparagraph 1)(a)(iii) herein and the negotiations fail to reach an agreement, Canada shall then exercise either of the options referred to subparagraphs 1)(a)(i) or 1)(a)(ii)

### **SI08 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under G111 of R2710T.

### **SI09 CONSTRUCTION DOCUMENTS**

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

### **SI10 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504)

[https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504\\_2017.pdf](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504_2017.pdf)

Performance Bond (form PWGSC-TPSGC 505)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Code of Conduct and Certifications

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

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

Trade agreements

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

## CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses
  - GC1 General Provisions – Construction Services R2810D (2022-01-28);
  - 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 R2850D (2019-11-28);
  - GC6 Delays and Changes in the Work R2865D (2019-05-30);
  - GC7 Default, Suspension or Termination of Contract R2870D (2018-06-21);
  - GC8 Dispute Resolution R2880D (2019-11-28);
  - GC9 Contract Security R2890D (2018-06-21);
  - GC10 Insurance R2900D (2008-05-12);
  - Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2015-02-25);
  - Supplementary Conditions
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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

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

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



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY RELATED REQUIREMENTS**

There is no document security requirement applicable to this Contract.

### **SC02 INSURANCE TERMS**

#### **1) Insurance Contracts**

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **2) Period of Insurance**

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

#### **3) Proof of Insurance**

- (a) Before commencement of the Work, and no later than thirty (30) days after contract award, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### **4) Insurance Proceeds**

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### **5) Deductible**

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

### **SC03 CHANGES TO THE GENERAL CONDITIONS**

**ADD** the following to GC8.4 of R2880D (2019-11-28)

GC8.4.5. The time periods for commencing and completing negotiations set out in GC8.4.1, GC8.4.2, and GC8.4.3 may be extended by Canada for a period of up to 30 days, if, in the sole opinion of Canada, an extension is required for any of the following reasons:

- a) the dispute is complex such that an assessment of the claim by a third party or other professional is required;
- b) during the course of negotiations, the Contractor raises new issues or items that were not identified in the notice of dispute;

c) if Canada or the Contractor requires additional time to consult or otherwise engage legal representation to advise on the dispute; and

d) if Canada or the Contractor is unable to commence or participate in negotiations due to circumstances that are unforeseen and beyond the control of Canada or the Contractor, as the case may be.

#### **SC04 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.

#### **SC05 TYPES AND AMOUNTS OF CONTRACT SECURITY**

Remove and Replace GC9.2.2. with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They are to be in the form of Signed and Sealed electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
  - 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
  - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
  - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

## **BID AND ACCEPTANCE FORM (BA)**

### **BA01 IDENTIFICATION**

5P468-22-0048/B Coastal Erosion Armour Stone installation, Fortress of Louisbourg National Historic Site

The work for this requirement comprises of site improvements and installation of shoreline protection (armour stone) the barrier beach located along Route 22 at the Fortress of Louisbourg Historic National Site in Louisbourg Nova Scotia

See specifications and drawings for further details on the requirement of this project.

### **BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

Legal Name: \_\_\_\_\_

Operating Name (if any): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### **BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ excluding Applicable Taxe(s).  
(amount in numbers)

Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications including but not limited to Mobilization, De-Mobilization, Permits, Insurance, etc

### **BA04 BID VALIDITY PERIOD**

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

### **BA05 ACCEPTANCE AND CONTRACT**

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

### **BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work by **December 31, 2022**.

### **BA07 BID SECURITY**

The Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

### **BA08 SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 1 - INTEGRITY PROVISIONS

*Text copied from the Ineligibility and Suspension Policy (<https://www.tpsgc-pwgsc.gc.ca/ci-if/guide-eng.html>)*

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

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

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

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

**CERTIFICATE OF INSURANCE**



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work  Coastal Erosion Armour Stone installation, Fortress of Louisbourg National Historic Site	Contract No. 5P468-22-0048
	Project No. N/A

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured				
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***Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency***

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

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE Page 2 of 2

### General

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

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

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

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

### Commercial General Liability

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

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

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

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

### Builder's Risk / Installation Floater

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

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

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

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

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

## ANNEX B - ATTESTATION FORM

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

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

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

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

Parks Canada 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
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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 \_\_\_\_\_