

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: Parks Canada Agency Bid Receiving Unit National Contracting Services

Bid Fax: 1-855-983-1808 Bid Email: <u>soumissionsami-bidsrpc@pc.gc.ca</u>

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 His Majesty the King 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 le Roi 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 ciannexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office - Bureau de distribution

Parks Canada Agency City, PR

Title-Sujet Project Title, National Park Solicitation No. - No. de l'invitation Date: 5PXXX-XX-XXXX/X Date GETS Reference No. - No de Client Ref. No. – No. de réf du client. référence de SEAG **Project Number** GETS Reference Number Solicitation Closes – L'invitation prend fin : at-à on – le Time Zone - Fuseau horaire 2:00 PM Date AST - HNA F.O.B. - F.A.B. Plant-Usine: Destination: Other-Autre: Address Inquiries to: - Adresser toute demande de renseignements à : Contracting Officer name.lastname@pc.gc.ca Telephone No. - No de téléphone Fax No. – No de FAX: (XXX) XXX-XXXX (855) 983-1808

Destination of Goods, Services, and Construction: Destinations des biens, services et construction:

See Herein – Voir aux présentes

TO BE COMPLETED BY THE BIDDER À ÊTRE COMPLÉTÉ PAR LE SOUMISSIONAIRE

Vendor/Firm	n Name – Nom	du fournisseur/de	l'entrepreneu

Address - Adresse

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

Title - Titre

Telephone No. - N° de téléphone:

E-mail Address - Adresse E-mail:

Signature

Date





File Name - Nom du dossier

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

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 <u>soumissionsami-bidsrpc@pc.gc.ca</u>. Bids 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 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.

SET-ASIDE UNDER THE PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS

This procurement is set aside under the federal government's Procurement Strategy for Indigenous Business (PSIB) as detailed in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Indigenous Business".

In order to be considered, a bidder must certify that it qualifies as an Indigenous business as defined under PSIB and that it will comply with all requirements of PSIB.

COMPREHENSIVE LAND CLAIM AGREEMENT (CLCA)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

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

Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI05 for further Instructions.

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult "Special Instruction to Bidders", SI09/10, "Security Related Requirements" and "Supplementary Conditions" SC01 "Security Related Requirements".

Amd. No. - N° de la modif.

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

File Name - Nom du dossier

ASPHALT CEMENT PRICE ADJUSTMENT

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

ELEVATOR MAINTENANCE REQUIREMENT

This solicitation includes elevator(s) maintenance as part of the works. Refer to the Supplementary Conditions SC04.

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Bid Documents
- SI02 Enquiries during the Solicitation Period
- SI03 Mandatory/Optional Site Visit
- SI04 Revision of Bid
- SI05 Bid Results
- SI06 Insufficient Funding
- SI07 Bid Validity Period
- SI08 Construction Documents
- SI09 Security Related Requirements
- SI10 Procurement Strategy For Indigenous Business
- SI11 Comprehensive Land Claim Agreement
- SI12 Web Sites

R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (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 Listing of Subcontractors and Suppliers
- GI07 Submission of Bid
- GI08 Revision of Bid
- GI09 Rejection of Bid
- GI10 Bid Costs
- GI11 Procurement Business Number
- GI12 Compliance with Applicable Laws
- GI13 Approval of Alternative Materials
- GI14 Performance Evaluation
- GI15 Conflict of Interest-Unfair Advantage
- GI16 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 Asphalt Price Adjustment
- SC06 Elevator Maintenance Requirement
- SC07 Indigenous Business Certification

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 Signature

APPENDIX "1"COMBINED PRICE FORM APPENDIX "2"INTEGRITY PROVISIONS APPENDIX "3"LISTING OF SUBCONTRACTORS AND SUPPLIERS

File Name - Nom du dossier

APPENDIX "4" SET ASIDE PROGRAM FOR INDIGENOUS BUSINESS

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, <u>R2410T</u> (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 <u>R2410T</u> 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: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R</u>

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

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

<u>R2410T</u> section GI07, 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
- d. Must be received before tender closing time at fax number 1-855-983-1808 or by email at <u>soumissionsami-bidsrpc@pc.qc.ca</u>.

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 ______@pc.gc.ca. Except for the approval of alternative materials as described in GI13 of <u>R2410T</u>, 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 MANDATORY/OPTIONAL SITE VISIT

- 1. There will be an optional / a mandatory site visit on [date] at [time] (MST-HNR). Interested bidders are to meet at [location of site visit].
- The site visit for this project is MANDATORY. The representative of the Bidder must sign the Site Visit Attendance Sheet at the site visit. Bids submitted by <u>Bidders who have not signed the attendance sheet will</u> <u>be rejected.</u>
- 3. <u>Safety Attire</u> It is mandatory that all persons attending the site visit have the proper personal protection equipment (safety glasses, footwear, vests and hard hats etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.
- 4. 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. 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 GI08 of <u>R2410T</u>. The facsimile number for receipt of revisions is **1-855-983-1808** and email is <u>soumissionsami-bidsrpc@pc.qc.ca</u>.

SI05 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 <u>@pc.gc.ca</u>

SI06 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 GI09 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 GI09 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
 - (iii) Revise the scope of the work accordingly and invite those who submitted compliant bids at the original solicitation to re-bid the work.
- 2) If negotiations or a re-bid are undertaken as is contemplated in subparagraphs 1)(a)(iii) or 1)(b)(iii) above, Bidders shall retain the same subcontractors and suppliers as they carried in their original bids.
- 3) If Canada elects to negotiate a reduction in the bid price as is contemplated in subparagraph 1)(a)(iii) herein and the negotiations fail to reach an agreement, Canada shall then exercise either of the options referred to subparagraphs 1)(a)(i) or 1)(a)(ii).

SI07 BID VALIDITY PERIOD

- 1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
 - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - b. cancel the invitation to tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under Gl09 of R2410T.

SI08 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.

SI09 SECURITY RELATED REQUIREMENTS

- 1. Before award of a contract, the Bidder must hold a valid Security Clearance as indicated in section SC01 of the Supplementary Conditions. Failure to comply with this requirement will render the Bid non-compliant and no further consideration will be given to the Bid.
- 2. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the Work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. Individuals who do not have the required level of security will not be allowed on site. It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.
- 3. The Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Supplementary Clauses (SC01);
- 4. The Bidder must provide the address of proposed location(s) of work performance or document safeguarding as indicated in Supplementary Clauses (SC01).

SI10 PROCUREMENT STRATEGY FOR INDIGENOUS BUSINESS

This procurement is set aside under the federal government's Procurement Strategy for Indigenous Business, as detailed in <u>Annex 9.4</u> Requirements for the Set-aside Program for Indigenous Business, of the Supply Manual.

SI11 COMPREHENSIVE LAND CLAIM AGREEMENT

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

SI12 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:

File Name - Nom du dossier

CanadaBuys Tender opportunities page

https://canadabuys.canada.ca/en/tender-opportunities

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

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

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

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

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

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

File Name - Nom du dossier

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

Oenera			
GC1	General Provisions – Construction Services	<u>R2810D</u>	(2022-01-28);
GC2	Administration of the Contract	<u>R2820D</u>	(2016-01-28);
GC3	Execution and Control of the Work	<u>R2830D</u>	(2019-11-28);
GC4	Protective Measures	<u>R2840D</u>	(2008-05-12);
GC5	Terms of Payment	R2550D	(2019-11-28);
GC6	Delays and Changes in the Work	R2865D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	<u>R2870D</u>	(2018-06-21);
GC8	Dispute Resolution	<u>R2884D</u>	(2016-01-28);
GC10	Insurance	R2900D	(2008-05-12);
Allowab	le Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
Suppler	mentary Conditions		
A	and montion under any allowable bid revision reasi	und hofers the	late and time a st far a sl

- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>

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

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

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS OPTION 1

The following security requirement applies and form part of the Contract. $\ensuremath{\textbf{OR}}$

OPTION 2

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.

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 ASPHALT CEMENT PRICE ADJUSTMENT

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid

closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2.

- 2. Price Adjustment formulae:
 - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of: (Example based on a 5% increase)
 PA = (IM - 1.05 IB) x quantity of asphalt cement in tons
 - When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of: (Example based on a 5% decrease)
 PA = (.95IB IM) x quantity of asphalt cement in tons

PA = payment adjustment for asphalt cement, in dollars IB = asphalt cement price index for the month prior to bid closing IM = asphalt cement price index for the month in which paving occurs The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site <u>http://www.mto.gov.on.ca</u>. This price index shall be used to calculate the adjustment per ton of all grades of asphalt cement accepted into the Work.

- 3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
- 4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paying occurs.

SC06 ELEVATOR MAINTENANCE REQUIREMENT

 This solicitation includes an elevator maintenance requirement. The work for maintenance must be provided in accordance with the specifications for Elevating Devices Maintenance number XXX-XXX. For details refer to: ANNEX X. The maintenance requirement is to commence on the date of the issuance of the Certificate of Completion of the works and continue until the expiry of the warranty period.

OR:

2. This solicitation includes an elevator maintenance requirement. The work for maintenance must be provided in accordance with the Section XXXX of the Specifications. For details refer to the technical specifications. The maintenance requirement is to commence on the date of the issuance of the Certificate of Completion of the work and continue until the expiry of the warranty period.

SC07 INDIGENOUS BUSINESS CERTIFICATION

- 1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Indigenous Business" detailed in <u>Annex 9.4</u> of the Supply Manual.
- 2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
- 3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

excluding Applicable Tax(es).

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

File Name - Nom du dossier

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

5PXXX-XX-XXXX/A Project Title

Description of project

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

\$

(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.

OR:

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

BA04 BID VALIDITY PERIOD

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

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within [letters] [numbers] weeks from the date of notification of acceptance of the offer.

OR:

The Contractor must perform and complete the Work by [date].

BA07 SIGNATURE

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

Date

APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications. Pricing for work not accounted for in the Unit Price Table including but not limited to Mobilization, De-Mobilization, etc. is to be included in the Lump Sum Table.

LUMP SUM

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

(a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

ltem No.	Specification Reference	Class of Labour, Plantor Material	Unit of Measurement	Extended amount applicable tax(es) extra
1			Lump Sum	\$
2			Lump Sum	\$
3			Lump Sum	\$
		LUMP SUM AI Excluding ap	MOUNT (LSA) plicable tax(es)	\$

UNIT PRICE TABLE

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

(a) Work included in each item is as described in the referenced specification section.

(b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

ltem	Specification Reference	Class of Labour, Plant or Material	Unit of Measur- ement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
1					\$	\$
2					\$	\$
3					\$	\$
4					\$	\$
5					\$	\$
6					\$	\$
7					\$	\$
8					\$	\$
9					\$	\$
10					\$	\$

\$

File Name - Nom du dossier

ltem	Specification Reference	Class of Labour, Plant or Material	Unit of Measur- ement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
11					\$	\$
	TOTAL EXTENDED AMOUNT (TEA) Excluding applicable tax(es)				\$	

TOTAL BID AMOUNT (LSA +TEA) Excluding applicable tax(es)

File Name - Nom du dossier

APPENDIX 2 - INTEGRITY PROVISIONS

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

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

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

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

File Name - Nom du dossier

APPENDIX 3 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractor and Suppliers	Division
1		
2		
3		
4		

APPENDIX 4 SET-ASIDE PROGRAM FOR INDIGENOUS BUSINESS

1. SET-ASIDE FOR INDIGENOUS BUSINESS

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

2. OWNER/EMPLOYEE CERTIFICATION - SET-ASIDE FOR INDIGENOUS BUSINESS

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

I am ______ (insert "an owner" and/or "a full-time employee") of ______ (insert name of business), and an Indigenous person, as defined in <u>Annex 9.4</u> of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".

I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Telephone number

Date D/M/Y

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

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

*	Travaux publics et Services gouvernementaux Canada	Public Works and Government Services Canada		CERTIFICAT	EOFI	NSURANCE Page 1 of 2
Descrip	tion and Location of Work					Contract No.
						Project No.
Name c	of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal	Code
Name c	of Insured (Contractor)	Address (No., Street)		City Prov	vince	Postal Code

Additional Insured

His Majesty the King 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 Liab	pility
Commercial General Liability Umbrella/Excess Liability				Per Occurrence \$ \$	Annual General Aggregate \$	Completed Operations Aggregate \$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ □Per Inciden □ Per Occure		Aggregate \$
Marine Liability				\$		
Aviation Liability				\$ Per Inciden Per Occure		Aggregate \$
Insert other type of insurance as required				\$		

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)

Signature

File Name - Nom du dossier

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

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 His Majesty the King 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 a sif 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).

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than \$1,000,000 per incident or occurrence and in the aggregate.

Aviation Liability

The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of notless than \$5,000,000 per incident or occurrence and in the aggregate.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.

File Name - Nom du dossier

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

General Description of Work to be Completed

File Name - Nom du dossier

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	
	Y