



**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 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 ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office - Bureau de distribution

**Parks Canada Agency**  
**National Contracting Services**  
**Winnipeg, Manitoba**

<b>Title-Sujet</b> SW Bastion Lead Paint Sodablasting – Lower Fort Garry National Historic Site		
<b>Solicitation No. - No. de l'invitation</b> 5P468-23-0184/A	<b>Date:</b> October 30, 2023	
<b>Client Ref. No. – No. de réf du client.</b> 1603		
<b>Solicitation Closes – L'invitation prend fin :</b>		
<b>at – à</b> 2:00 PM	<b>on – le</b> November 15, 2023	<b>Time Zone - Fuseau horaire</b> MST- HNR
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b> Kelly Nuevo <a href="mailto:kelly.nuevo@pc.gc.ca">kelly.nuevo@pc.gc.ca</a>		
<b>Telephone No. - No de téléphone</b> (204) 430-7356	<b>Fax No. – No de FAX:</b> <b>1-855-983-1808</b>	
<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</b> <b>Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur</b>	
<b>Title - Titre</b>	
<b>Telephone No. - N° de téléphone:</b> _____	
<b>E-mail Address - Adresse E-mail:</b> _____	
<b>Signature</b>	<b>Date</b>

## 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 [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 SC06 Types and Amounts of Contract Security

### TWO-SUBMISSION BID

This Bid shall be submitted following a “two-submission” procedure. Refer to SI04 of the Special Instructions to Bidders.

### DIRECT DEPOSIT

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a contract will be required to 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>

### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

For further instructions please consult “Special Instruction to Bidders”, SI09, “Security Related Requirements” and “Supplementary Conditions” SC01 “Security Related Requirements”.

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### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-12-01)**

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

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

GI01	Integrity Provisions - Bid
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SC02	Insurance Terms
SC03	Changes to the General Conditions
SC04	Compliance with On-Site Measures, Standing Orders, Policies, and Rules
SC05	Replacement of Specific Individuals)
SC06	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**

**APPENDIX "2" QUALIFICATION FORM**

**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 (2022-12-01)
  - 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 [kelly.nuevo@pc.gc.ca](mailto:kelly.nuevo@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 MANDATORY SITE VISIT

1. There will be a mandatory site visit on **November 3, 2023, at 10:00 am**. Interested bidders are to meet at Lower Fort Garry National Historic Site
2. 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 **Bidders who have not signed the attendance sheet will be rejected.**
3. Bidders are requested to communicate with the Contracting Authority before the mandatory site visit to confirm attendance and provide the name(s) of the person(s) who will attend. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

### SI04 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-submission" procedure.
2. The bid shall be addressed and submitted to the bid fax or email designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing.
3. The Qualifications Form (Appendix 2), Bid Security (as a separate attachment), and any required associated document(s), shall be labeled "Submission 1". The Bid and Acceptance Form (BA) shall be labeled "Submission 2".

Bidders submitting their documents via fax: please put a cover page in front of each submission labeled "Submission 1" and "Submission 2". Bidders submitting their documents via email: please attach 2 separate files each labeled "Submission 1" and "Submission 2".

4. Timely and correct delivery of bids is the sole responsibility of the Bidder.

### 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 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).

## **SI07 OPENING OF BIDS / EVALUATION**

1. There will be no public opening at bid deposit time.
2. Submission 1 – Section 1: Qualifications will be opened privately. These submittal(s) will be opened first to evaluate the submittal requirements. Requirements for Section 1: Qualifications will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.

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

Part 1: Qualifications/ Forms:

- Form No. 1 – General Contractor's Experience

Part 2: Professional Resumes - Professional Resumes - Contractor's Experience & Certification:

Bid Security (The Bid security will not be shared with the evaluation board and is only to be verified by the contracting authority.)

Listing of Subcontractors and Suppliers (Appendix 3)

3. Submission 2 - Price: Only those submissions from Bidder's that meet the mandatory requirements of the Qualifications shall be evaluated. Submission 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.

In Submission 2, bidders must provide:

- The Bid and Acceptance Form (BA)

4. The responsive bid carrying the lowest price will be recommended for contract award.

Bid results may be obtained from the Contracting Officer named on the cover page of the Invitation to tender following completed evaluation

## **SI08 COMPLETION OF SUBMISSION**

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

## **SI09 INSUFFICIENT FUNDING**

- 1) In the event that the lowest compliant priced 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 priced bid; or
    - (iii) Revise the scope of the work accordingly and negotiate, with the Bidder submitting the lowest compliant priced 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 priced 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)

## **SI10 DEBRIEFINGS**

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

## **SI11 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

## **SI12 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.



### **S113 LIMITATION OF SUBMISSIONS**

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a prime consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the Consultant Team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

## **S114 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>

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)  
<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.pdf>

Performance Bond (form PWGSC-TPSGC 505)  
<https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGWSC-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	<u>R2810D</u>	(2022-12-01);
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	<u>R2850D</u>	(2019-11-28);
GC6	Delays and Changes in the Work	<u>R2865D</u>	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	<u>R2870D</u>	(2018-06-21);
GC8	Dispute Resolution	<u>R2880D</u>	(2019-11-28);
GC9	Contract Security	<u>R2890D</u>	(2022-12-01);
GC10	Insurance	<u>R2900D</u>	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	<u>R2950D</u>	(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 REPLACEMENT OF SPECIFIC INDIVIDUALS**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with the same level of qualifications and experience as the individual who is being replaced. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Departmental Representative may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with paragraph 2. The fact that the Departmental Representative does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
4. If the contractor fails to provide an replacement equally qualified and experienced as the individual originally proposed, Canada may apply a reduction up to 10% of the progress payment that the replacement provided has been demonstrated as equivalent or superior to the original individual identified in the contractor submission. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.

Canada reserves the right, at their sole discretion, to reduce or eliminate amounts withheld if it can be clearly demonstrated that significant efforts were made to meet the specific individual commitments but could not due to circumstances out of the Contractor's control.

#### **SC06 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**

5P468-23-0184/A - SW Bastion Lead Paint Sodablasting – Lower Fort Garry National Historic Site

#### **Description of project**

The Southwest Bastion is a cultural resource and is the only bastion at Lower Fort Garry with a Federal Heritage Building Review Organization designation. Work is necessary on the stone walls of this building. To facilitate and prepare for this work, testing was conducted in 2021 on the paint on the interior historic stone walls and they were found to contain lead (Pb).

Parks Canada requires all paint to be removed from interior masonry and on two pieces of wood in the walls by non-abrasive brushing and vacuuming with HEPA vacuums and by soda blasting.

ALL paint is to be abated and/or remediated according to all current and most stringent federal and/or provincial codes to ensure the health and safety of visitors and staff. Contractor is responsible to ensure lead does not migrate to other areas of the building or outside of the building.

Work to be completed by **January 6, 2024**

This work will include the supply and delivery of all tools and equipment necessary for the removal of the paint and its safe remediation necessary for abatement and disposal of paint, lead containing paint, blasting materials associated with the removal of the paint, and any other materials or products used in the removal of the paint.

**Please note a separate contract for an Industrial hygienist to conduct lead surface and air quality testing before, during and after this abatement contract has gone out to ensure lead dust is not migrating outside the work area. It is expected that this Industrial hygienist contractor will be onsite during the abatement and will provide independent review to Parks Canada for the duration of the abatement contract.**

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 Tax(es).  
(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.

### **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 **January 6, 2024**.

**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.

**BA0708 SIGNATURE**

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of Bidder (Type or print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## APPENDIX 1 - 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 with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

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

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

### Supplier information

Supplier's legal name:
Organizational structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
Supplier's address:
Supplier's procurement business number (optional):
Solicitation or transaction number:
Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mmdd):

**List of names**

Name	Title

**Declaration**

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

**Signature**

**To be included with your bid or offer.**

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## APPENDIX 2 – QUALIFICATION FORM (SUBMISSION 1)

### 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 R2710T General Instructions – Construction Services, GI09 Submission of Bid, as amended in SI04 Submission of Bid.

All mandatory requirements identified in Appendix 3 should be completed and submitted prior to bid closing with sufficient detail to demonstrate compliance. Failure to demonstrate compliance with all mandatory requirements via the original submission, may result in the bid being deemed non-responsive. At anytime in the bid evaluation stage should PCA officials identify any minor irregularities or omissions the Contract Authority may inform the bidder of a time frame within which to provide a clarification or missing information. Failure to comply with the request of the Contracting Authority within the time frame provided will render the bid non-responsive.

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:

- Form No. 1 – **General Contractor's Experience**

Part 2: Professional Resumes - Professional Resumes - Contractor's Experience & Certification

Bid Security (The Bid security will not be shared with the evaluation board and is only to be verified by the contracting authority.)

Listing of Subcontractors and Suppliers

### SUBMISSION 2

In a separate Submission, bidders must provide:

- The Bid and Acceptance Form (BA)

**FORM NO. 1 – General Contractor’s Experience**

The Contractor must have conducted 3 lead paint removal and abatement projects on historic (50 years or older) masonry over the past 10 years via soda blasting.

	<b>Project 1</b>	<b>Project 2</b>	<b>Project 3</b>
Title and Location of Project			
If applicable Bidder or Subcontractor Company Name			
Brief Description of Work. Please include a before and after treatment photo of the masonry that was soda blasted.			
Type of surface soda blasting was done on. i.e., type of stone or brick. Limestone, granite, sandstone etc.			
Approximate Age of Masonry Surface (min 50 years)			
Final Completion Date			
Final Value of All Work			
Contact Name of Project Client			
Client Telephone and E-mail Address			

*This is to certify that we (or our sub-contractor) acted as the contractor who completed the projects referenced above.*

\_\_\_\_\_  
*Bidder’s Signature*

\_\_\_\_\_  
*Print Name*

Solicitation No. - N° de l'invitation  
5P468-23-0184/A

Amd. No. - N° de la modif.

Contracting Authority - Autorité contractante  
Kelly Nuevo

Client Ref. No. - N° de réf. du client  
1603

File Name - Nom du dossier  
SW Bastion Lead Paint Sodablasting – Lower Fort Garry National Historic Site

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## **Part 2: Professional Resumes: Contractor's Experience & Certification**

Please provide a resume listing contractors experience and certification doing similar types of projects.

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

**CERTIFICATE OF INSURANCE**

Page 1 of 2



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work	Contract No.
	Project No.

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  
***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 Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
				\$	\$	\$
<b>Umbrella/Excess Liability</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

### 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 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.

## 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 \_\_\_\_\_