

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

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 at 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 Winnipeg, MB, R3B 0R9



Title-Sujet Pobokton Creek Bridge Rehabilitation, Jasper National Park					
	Solicitation No No. de l'invitation Date: 5P468-23-0339/A April 16, 2024				
Client Ref. No N/A	o. – No. de réf du client.				
Solicitation	on Closes – L'invitat	tion p	orend fin :		
at – à 2:00 PM	on – le May 08, 2024	Time Zone - Fuseau horaire MDT – HAR			
F.O.B F.A Plant-Usi		ion:	⊠ Other-Autre: □		
Address Inc	quiries to: - Adresser tou	te den	nande de renseignements à :		
John Umu	uerri john.umuerri	@рс.	gc.ca		
Telephone	No No de téléphone		Fax No. – No de FAX:		
(431) 335	(431) 335-6240 (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 Name – Nom du four	nisseur/de l'entrepreneur
Address - Adresse	
Name of person authorized to sig Nom de la personne autorisée à s l'entrepreneur	
Title - Titre	
Telephone No N° de téléphone:	
E-mail Address - Adresse E-mail:	
Signature	Date



File Name - Nom du dossier Pobokton Creek Bridge Rehabilitation, Jasper National Park

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. Bids submitted by email directly to the Contracting Authority or to any email address other than 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 SI06 Bid Security Requirements.

GC9.2.2 of R2890D has changed, see SC05 Types and Amounts of Contract Security

CONTRACTOR SELECTION AND INDIGENOUS PARTICIPATION PLAN

The Contractor must ensure provision of specific and agreed upon benefits for Indigenous People and Indigenous Businesses in the Area of the Contract.

This Invitation to Tender contains bid criteria in order to provide socioeconomic benefits to Indigenous communities within the area covered by the contract.

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

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<u>R2710T</u> 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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ANNEX "C" ATTESTATION FORM

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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
 - Solicitation number
 - Bidder's name
 - Closing Date and Time
- 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.qc.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 john.umuerri@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.

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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 BIDDERS' CONFERENCE

A bidders' conference will be held via teleconference on Wednesday, April 24, 2024. The conference will begin at 2:00PM, MDT-HNR. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid participate.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm participation and obtain the dial-in coordinates. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be participating and a list of issues they wish to table no later than April 22, 2024 at 2:00PM MDT-HNR.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not participate will not be precluded from submitting a bid.

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 Indigenous Participation Plan (Appendix 3), Bid Security (as a separate attachment), and any required associated document(s), shall be labelled "Submission 1". The Bid and Acceptance Form (BA), and Combined Price Form (Appendix 1) shall be labelled "Submission 2".

Bidders submitting their documents via fax: please put a cover page in front of each submission labelled "Submission 1" and "Submission 2". Bidders submitting their documents via email: please attach 2 separate files each labelled "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 Gl08.2 and replace with the following:

- 2. A bid bond (form <u>PWGSC-TPSGC 504</u>) 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, <u>Acceptable Bonding Companies</u>.
- 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.

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- 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 <u>R2710T</u>. The facsimile number for receipt of revisions is **1-855-983-1808** and email is <u>soumissionsami-bidsrpc@pc.gc.ca</u>.

SI07 OPENING OF BIDS / EVALUATION

- 1. There will be no public opening at bid deposit time.
- 2. Submission 1 Section 1: Indigenous Participation Plan will be opened privately. This submittal will be opened first to evaluate the submittal requirements. Requirements for Section 1: Indigenous Participation Plan will be evaluated on a point score. 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 – INDIGENOUS BENEFITS PLAN."

□ Part 1: Indigenous Benefit Plan	
☐ Bid Security (The Bid security will not be shared with the evaluation board and is only to be verified by the contracting authority.)	ηе

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)
- Combined Price Form
- 4. The highest point rated compliant bid 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

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- 1) In the event that the highest rated 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 GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the highest rated compliant bid; or
 - (iii) Revise the scope of the work accordingly and negotiate, with the Bidder submitting the highest rated 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 GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the highest rated 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)

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 GI11 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.

SI13 INDIGENOUS PARTICIPATION PLAN (IPP)

As a requirement of this contract, the Contractor must ensure provision of specific and agreed upon benefits for Indigenous People and Indigenous Firms in the Area of the Contract.

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In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document.

The Contractor selection will be based on the highest responsive combined rating of IPP and price. The ratio will be 20% for the IPP and 80% for the price.

See "Appendix 3 - Indigenous Participation Plan Evaluation" for Instructions to Bidders and the Evaluation Criteria.

Area of the Contract

As a requirement of this contract, the Contractor must ensure provision of specific and agreed upon benefits for Indigenous People and Indigenous Firms in the Area of the Contract.

This group may include, but is not limited to Alexis Nakota Sioux Nation, Aseniwuche Winewak Nation of Canada, Bighorn Chiniki Stoney Nation, Enoch Cree Nation #440, Ermineskin Cree Nation, Foothills Ojibway First Nation, Horse Lake First Nation, Kelly Lake Cree Nation, Lac Ste. Anne, Gunn Métis Local #55", Louis Bull First Nation, Métis Nation of Alberta Association - Region 4, Métis Nation British Columbia (MNBC), Mountain Cree (Smallboy's Camp), Mountain Métis Nakcowinewak Nation of Canada, Paul First Nation, Samson Cree Nation, Simpcw First Nation, Stoney Nakoda Nation, Sucker Creek First Nation, Sunchild First Nation, Swan River First Nation and O'Chiese First Nation.

SI14 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§ion=text#appL

CanadaBuys Tender Opportunities Page https://canadabuys.canada.ca/en/tender-opportunities

Canadian Economic Sanctions

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/current-actuelles.aspx?lang=eng

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913) http://www.tpsqc-pwqsc.qc.ca/app-acq/forms/documents/2913.pdf

Bid Bond (form PWGSC-TPSGC 504)

https://www.tpsgc-pwgsc.gc.ca/app-acg/forms/documents/504 2017.pdf

Performance Bond (form PWGSC-TPSGC 505)

http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/documents/505 eng.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

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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

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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	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	(2022-12-01);		
GC10	Insurance	R2900D	(2008-05-12);		
Allowable Costs for Contract Changes Under GC6.4.1 R29			(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.
- 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.

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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:

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- 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 <u>PWGSC-TPSGC 505</u>) and a labour and material payment bond (form <u>PWGSC-TPSGC 506</u>) 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, <u>Acceptable Bonding Companies</u>) 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;

- 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.

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Pobokton Creek Bridge Rehabilitation, Jasper National Park

BID AND ACCEPTANCE FORM (BA)

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

BA01 IDENTIFICATION

5P468-23-0339/A Pobokton Creek Bridge Renovations, Jasper National Park

Parks Canada Agency (PCA) requires the replacement of superstructure and reinforcement of abutment walls on Pobokton Creek Bridge, 93N - Jasper National Park.

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

Legal I	Name:			-
Operat	ing Name (if any):			
Addres	ss:			
Teleph	one:	_ Fax:	PBN:	
E-mail	address:			
BA03	THE OFFER			
	dder offers to Canada to performents for the TOTAL BID AMO		Work for the above named project in accordan	ce with the Bid
	s are reminded that it is their cations.	responsibility to include	e in their bid all work as described in the drawi	ngs and
BA04	BID VALIDITY PERIOD			
The bid	d must not be withdrawn for a	period of thirty (30) da	ys following the date of solicitation closing.	
BA05	ACCEPTANCE AND CONT	TRACT		
Upon a	acceptance of the Bidder's off ocuments forming the Contrac	er by Canada, a binding t will be the Contract D	g Contract will be formed between Canada ar ocuments identified in "Contract Documents (d the Bidder. CD)" section.
BA06	CONSTRUCTION TIME			
The Co	ontractor must perform and co	omplete the Work by No	ovember 30, 2024.	
BA07	BID SECURITY			
	dder must enclose bid securit		ance with GI08 - Bid Security Requirements of Requirements.	R2710T -
BA08	SIGNATURE			
Name	and title of person authorized	to sign on behalf of Bio	dder (Type or print)	
Signati	ure		ate	

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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.

Note: 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.

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Extended amount applicable tax(es) extra
1	01 25 20	Mobilization / Demobilization	Lump Sum	\$
2	01 55 26	Traffic Control	Lump Sum	\$
3	01 21 00	Prime Cost Sum	Lump Sum	\$400,000.00
		LUMP SUM AN Excluding app	MOUNT (LSA) olicable 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.

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
1	02 41 13	Asphalt Pavement Removal on A	Approaches			
		a) Saw Cutting	Metres	30	\$	\$
		b) Partial Depth Milling	Square Metres	150	\$	\$
		c) Full Depth Removal	Square Metres	620	\$	\$
2	02 41 16	Structure Demolition				
		a) Removal of Curbs, Pylons, and Railings	Metres	69	\$	\$
		b) Milling of Asphalt on Bridge Deck	Square Metres	338	\$	\$
		c) Removal of Concrete Slab	Square Metres	396	\$	\$
		d) Removal of Concrete Return Walls	Cubic Metres	17	\$	\$
		e) Partial Depth Patch Repair	Square Metres	4	\$	\$

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3	03 20 00	Reinforcing Steel	iago i toriazintanori, co	·	
		a) Grade 420, Stainless (Bridge deck, bridge deck overhangs, diaphragms, and approach slabs)	Kilograms	24,109	\$ \$
		b) Grade 420, Stainless (Barriers)	Kilograms	2,640	\$ \$
		c) Grade 420, Stainless (Abutment and pier modifications and retaining walls)	Kilograms	2,078	\$ \$
4	03 30 00	Cast-in-Place Concrete			
		a) Class C-XL (Bridge deck, bridge deck overhangs, diaphragms, and approach slabs)	Cubic Metres	129	\$ \$
		b) Class C-XL (Barriers)	Cubic Metres	22	\$ \$
		c) Class C-1 (Abutment and pier modifications and retaining walls)	Cubic Metres	24	\$ \$
5	03 41 00	Precast Structural Concrete	l	1	1
		a) New SLC510 Girders	Each	22	\$ \$
		b) New Concrete Lock-blocks	Each	8	\$ \$
6	05 12 33	Structural Steel			
		a) Steel Bicycle Railing	Metres	68	\$ \$
		b) Tiebacks	Each	22	\$ \$
		c) Steel Plow Protection Plate at Barriers	Metres	75	\$ \$
7	10 14 53	Traffic Signage		·	
		a-i) Relocate Double Post Signs	Each	1	\$ \$
		a-ii) Relocate Highway Gates	Each	2	\$ \$
		b-i) Supply and Install Object Marker Signs	Each	4	\$ \$
8	31 11 00	Clearing & Grubbing			
		a) Clearing	Hectares	0.14	\$ \$
		b) Grubbing	Hectares	0.10	\$ \$
9	31 24 13	Roadway and Drainage Excavati	ion		
		a) Stripping	Cubic Metres	590	\$ \$
		b) Common Excavation	Cubic Metres	190	\$ \$
		c) Waste	Cubic Metres	3,070	\$ \$
10	32 11 24	Granular Base Course Aggregate - AT Designation 2 Class 25mm Structural Backfill & Road Base	Cubic Metres	3,130	\$ \$
11	32 12 16	Asphalt Concrete Pavement - EPS - AT Mix Type H1 - 16mm	Tonnes	370	\$ \$
12	32 17 23	Pavement Marking - Line Painting	Linear Metres	290	\$ \$

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	Pobokton Creek B	ridge Rehabilitation, Ja	asper Nationa	al Park	
32 17 31	Supply and Install Guide Posts	Each	5	\$	\$
32 91 19	Topsoil Placement and Grading	Cubic Metres	240	\$	\$
32 92 22	Hydraulic Seeding	Hectares	0.24	\$	\$
33 42 13	Pipe Culverts - Supply & Install CSP Culvert Extensions, 900 mm Diameter	Metres	2.4	\$	\$
33 71 13	Precast Concrete Barrier				
	a) Remove and Dispose	Metres	45	\$	\$
	b-i) Supply and Install CMB-H 810mm	Each	34	\$	\$
	b-ii) Supply and Install CMB-E 810mm	Each	26	\$	\$
	b-iii) Supply and Install CDB-E 810mm	Each	4	\$	\$
	b-iv) Supply and Install CTB-2H 810mm-690mm	Each	4	\$	\$
	b-v) Supply and Install CTB-1E 690mm-460mm	Each	4	\$	\$
	b-vi) Supply and Install CBN Bullnose	Each	4	\$	\$
		TOTAL E			\$
	32 91 19 32 92 22 33 42 13	32 17 31 Supply and Install Guide Posts 32 91 19 Topsoil Placement and Grading 32 92 22 Hydraulic Seeding 33 42 13 Pipe Culverts - Supply & Install CSP Culvert Extensions, 900 mm Diameter 33 71 13 Precast Concrete Barrier a) Remove and Dispose b-i) Supply and Install CMB-H 810mm b-ii) Supply and Install CMB-E 810mm b-iii) Supply and Install CDB-E 810mm b-iv) Supply and Install CTB-2H 810mm-690mm b-v) Supply and Install CTB-1E 690mm-460mm b-vi) Supply and Install CTB-1E 690mm-460mm	32 17 31 Supply and Install Guide Posts Each 32 91 19 Topsoil Placement and Grading Cubic Metres 32 92 22 Hydraulic Seeding Hectares 33 42 13 Pipe Culverts - Supply & Install CSP Culvert Extensions, 900 mm Diameter 33 71 13 Precast Concrete Barrier a) Remove and Dispose Metres b-i) Supply and Install CMB-H Each 810mm b-ii) Supply and Install CMB-E Each 810mm b-iii) Supply and Install CDB-E Each 810mm b-iv) Supply and Install CTB-2H Each 810mm-690mm b-v) Supply and Install CTB-1E Each 690mm-460mm b-vi) Supply and Install CBN Each Bullnose Each Each	32 17 31 Supply and Install Guide Posts Each 5	32 91 19 Topsoil Placement and Grading Cubic Metres 240 \$ 32 92 22 Hydraulic Seeding Hectares 0.24 \$ 33 42 13 Pipe Culverts - Supply & Install CSP Culvert Extensions, 900 mm Diameter Precast Concrete Barrier 33 71 13 Process Concrete Barrier

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

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APPENDIX 2 - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (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 <u>Information Bulletin: Required information</u> to submit a bid or offer for additional details.

Supplier information

Supplier's legal name:		
Organizational structure:		
□Publicly Traded Company		
□Privately owned corporation		
□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):		

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List of names

Name	Title	
Declaration		
the information provided in this Form is, to the best of that failing to provide the list of names will render a bi of a contract or real property agreement. I am aware days, inform the contracting authority in writing of any	, of (supplier's name) f my knowledge and belief, true, accurate and completed or offer non-responsive, or I will be otherwise disquenthat during the bid or offer evaluation stage, I must, we changes affecting the list of names submitted. I am a seligibility and Suspension within 10 working days of an	ete. I am aware alified for award within 10 working also aware that
Signatura		

Signature

To be included with your bid or offer.

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APPENDIX 3 – INDIGENOUS PARTICIPATION PLAN EVALUATION

PART A INFORMATION

1. Preamble

As a requirement of this contract, the Contractor must ensure provision of specific and agreed upon benefits for Indigenous People and Indigenous Firms in the Area of the Contract.

This group may include, but is not limited to Alexis Nakota Sioux Nation, Aseniwuche Winewak Nation of Canada, Bighorn Chiniki Stoney Nation, Enoch Cree Nation #440, Ermineskin Cree Nation, Foothills Ojibway First Nation, Horse Lake First Nation, Kelly Lake Cree Nation, Lac Ste. Anne, Gunn Métis Local #55", Louis Bull First Nation, Métis Nation of Alberta Association - Region 4, Métis Nation British Columbia (MNBC), Mountain Cree (Smallboy's Camp), Mountain Métis Nakcowinewak Nation of Canada, Paul First Nation, Samson Cree Nation, Simpow First Nation, Stoney Nakoda Nation, Sucker Creek First Nation, Sunchild First Nation, Swan River First Nation and O'Chiese First Nation.

It is recommended that contractors work with these Nations where possible as part of an Indigenous Benefits Package as part of this contract.

2. Indigenous Participation Plan

The Contractor must submit the Indigenous Participation Plan (IPP) for Canada's approval with their tender package as outlined in the additional document attachments.

2.1 Requirements for Bidders

In order to receive points for any IPP provided, the Bidder's proposal must include a clear description of the minimum amount of Indigenous Benefits guaranteed during construction period of the project and must describe how the Bidder will address the contractual requirements of this procurement for the inclusion of Indigenous labour, Indigenous training and the sub-contracting of Indigenous Businesses in the area of this contract.

Sufficient detail must be included in the IPP to allow Canada to assess the value and quality of the proposed Indigenous Benefits as well as the probability of the Bidder meeting each of the outlined objectives.

PART B EVALUATION CRITERIA

1. Evaluation & Assessment of Indigenous Participation Plan

A total of up to 100 points will be awarded for the inclusion of an Indigenous Participation Plan (IPP). This will be worth 20% of the total bid evaluation.

For a bid to be assigned points for guarantees made in respect of any IPP bid criteria, the Bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion.

The IPP submission must include the tables provided in each of the IPP Bid Criterion sections below. Any breakdowns or tables provided by the bidder must provide the necessary information requested. For all four (4) evaluation criteria, the IPP must include a written component that will describe the bidder's intent and approach which will present information that is not otherwise apparent in the table.

Proof of efforts and/or guarantees made by Bidders must include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IPP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Bidders will be held to guarantees / certifications made under their Plan, regardless of the points achieved under the evaluation of the IPP bid criteria.

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Canada reserves the right to verify any information provided in the IPP guarantee and that untrue statements may result in the tender being declared non-responsive.

2. Contractor Selection

The Contractor selection will be based on the highest responsive combined rating of IPP and price. The ratio will be **20%** for the IPP and **80%** for the price.

IPP Score = <u>Bidder' Points</u> x 20%

Maximum Points

Price Score = Lowest Bid x 80%

Bidder' Price

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

Examples of weighting: 80% Price and 20% IPP

Bidder	Total Bid Price	Price Calculation Low Price / Bid Price	IPP Score	IPP Score out of 20%	Price Score	Price Score out of 80%	TOTAL SCORE
1	\$50,000.00	\$50,000/\$50,000	0	0	100.0.0	80.00	80.00
2	\$55,000.00	\$50,000/\$55,000	100	20	90.90	72.73	92.73
3	\$52,000.00	\$50,000/\$52,000	80	16	96.15	76.92	92.92

Company 3 is the successful Bidder.

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3. Evaluation Criteria

Canada reserves the	BID CRITER e right to confirm validi		guarantees.	TOTAL AVAIL. POINTS		
1. HUMAN RESOURCES PLAN:						
Bidders will be evaluated on their fi in carrying out the work. The perce regardless of whether they are Prir						
Bidders are not to include hours wo						
Required information for this categoral resultant value for Indigenous em		nours and approximat	te rate of pay to calculate			
program will earn a multiplier of 1.5 abour hours on this project must b	Bidders that commit to supplying Indigenous workers enrolled in an apprenticeship or skills development program will earn a multiplier of 1.5 when evaluated in this category. To qualify for the 1.5 multiplier, the abour hours on this project must be logged and accepted by a third party authority and contribute oward the individual's pursuit of a recognized certification.					
Points for Human Resources Plan against the bidder with the most po			e bid will be prorated	40 Points		
	Bidder 1	Bidder 2	Bidder 3			
Proposed Indigenous Position #1 Value (\$) = Hours x Rate x Applicable Multiplier(s)	\$1500	\$1000	\$1500			
Proposed Indigenous Position #2 Value (\$) = Hours x Rate x Applicable Multiplier(s)	\$2500	\$2000	\$500			
Total Guaranteed Indigenous Labour Value	\$4000	\$3000	\$2000			
Calculation of points \$4000/\$4000 = 100% of total points available \$3000/\$4000 = 75% of total points available \$2000/\$4000 = 50% of total points available						
If only one Bidder makes a commit points will be assigned, at Canada to the region of the contract.						

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BID CRITERIA TOTAL AVAIL. Canada reserves the right to confirm validity of all declarations / guarantees. **POINTS** 2. INDIGENOUS BUSINESS PLAN: Bidders will be evaluated on their firm guarantee to use Indigenous sub-contractors for services or the procurement of supplies and equipment from the local Indigenous Communities as defined in the Area of Contract. If the Prime Contractor is an Indigenous owned business, all supplier and subcontracting costs qualify as Indigenous subcontracting/supplier costs. Points awarded must be supported by a list of specific sub-contractors or suppliers that may or will be used by the Contractor and will be confirmed during activities based on supporting documentation provided by the Contractor. Required information for this category includes subcontractor/supplier business name, scope of subcontract or supply contract, and approximate value work. The subcontractors/suppliers identified in this section must be confirmed as Indigenous businesses. Verification of Indigenous businesses may be made through: Indigenous and Northern Affairs Canada (INAC) Indigenous Business Directory. https://www.sac-isc.gc.ca/rea-ibd 25 In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists. **Points** The Inuit Firm Registry Database http://inuitfirm.tunngavik.com/ A list provided by the local First Nations, if applicable Points for Indigenous Business Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for Indigenous Business Plan. Bidder 1 Bidder 2 Bidder 3 Proposed Indigenous Contract #1 Value (\$) = Contract Value (\$) \$2000 \$1000 \$1500 x Applicable Multiplier Proposed Indigenous Contract #2 Value (\$) = Contract Value (\$) \$3000 \$2000 \$500 x Applicable Multiplier Total Guaranteed Indigenous \$5000 \$3000 \$2000 Contractors Value (\$) \$5000/\$5000 = 100% of \$3000/\$5000 = 60% of \$2000/\$5000 = 40% of Calculation of points total points available total points available total points available If only one Bidder makes a commitment with respect to guaranteed Indigenous Employment, points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the region of the Contract.

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TOTAL BID CRITERIA AVAIL. Canada reserves the right to confirm validity of all declarations / guarantees. **POINTS** 3. SKILLS DEVELOPMENT PLAN (TRAINING): Bidders will be evaluated on their guarantee to provide Indigenous individuals belonging to the local contract area with training courses recognized through a third party certification process. Required information for this category includes a list of course name, institute providing the course, certification that will be achieved, cost of the course, and # of individuals who will attend the course. The total guaranteed Indigenous training will be evaluated as a monetary value (\$). "Training" is considered delivered when the receiving individuals are registered and acquiring certifiable work skills. This is typically achieved through an independent third party certification process. Training hours committed must be supported by a list of specific training that will be provided, value of training, number of hours committed and the applicable resulting certification achieved. Health and Safety Training Hours must be accredited through a third party certification process in order to count. 20 **Points** Points for Skills Development Plan will be based on value and each responsive bid will be prorated against the bidder with the most points for Skills Development Plan. Bidder 1 Bidder 2 Bidder 3 Proposed Training for Indigenous Individual #1 Value (\$) = Training \$1500 \$1000 \$1500 Value x Applicable Multiplier(s) Proposed Training for Indigenous Individual #2 Value (\$) = Training \$2500 \$2000 \$500 Value x Applicable Multiplier(s) Total Guaranteed Indigenous \$4000 \$3000 \$2000 Training Value (\$) \$4000/\$4000 = 100% of \$3000/\$4000 = 75% of \$2000/\$4000 = 50% of Calculation of points total points available total points available total points available If only one bidder makes a commitment with respect to delivery of a Skills Development Plan points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the Area of the Contract.

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BID CRITERIA Canada reserves the right to confirm validity of all declarations / guarantees.	TOTAL AVAIL. POINTS
 4. OTHER MEASURES: Bidders will be evaluated on their undertaking of a commitment to offer other opportunities to the local Indigenous Communities or peoples within the local contract area. The bidder must describe these opportunities in their IPP. Examples of other measures include the following: Community outreach programs to share information and create positive relationships Various informational seminars and presentations Using Indigenous accommodations Providing transportation to/from local communities to job site Other educational and training programs for Indigenous People Other activities related to, but not specified in, the work to be completed under the Contract 	15 Points
Guarantees must be supported by a description, value (\$) and firm commitment of the measures proposed. Points will be assigned, at Canada's discretion, for each measure committed, based on its achievability and the assessed socio-economic benefit to the Area of the Contract.	
TOTAL POSSIBLE POINTS	100 Points

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4. Bidder Guarantee and Certification

- 1. The IPP must include a written component for each of the four (4) criteria providing an overview as well as specific details for commitments made by the bidder. A tables containing clear itemized details as shown below must also be included within the IPP submission.
- 2. Information provided may be subject to verification.
- 3. For follow-up purposes, the communities may receive copies of the contractors Indigenous Participation plan and periodically receive performance monitoring results.
- 4. Bidders will be held to guarantees / certifications made under their Plan, regardless of the points achieved under the evaluation of the IPP bid criteria.
- 5. By submitting a bid, the bidder certifies its IPP guarantee for contracting submitted with its bid is accurate and complete. The bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under this contract.

5. Indigenous Participation Plan Submission Tables

The IPP submission tables must include the tables provided in each of the IPP Bid Criterion sections below. Any breakdowns or tables provided by the bidder must provide the necessary information requested. For all four (4) below tables, the IPP must include a written component that will describe the bidder's intent and approach which will present information that is not otherwise apparent in the table.

If multiples pages are needed, bidders are to re-use the table.

The following tables (or equivalent with the required information) must be included in the bidders IPP submission. The contractor must include all available information at the time of bidding, However, it is recognized that some details may not be available until a later date.

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	Table 1 - Human Resources Plan							
#	Name of Individual (If available)	Nation	Position Title	# of Hours (hrs) (A)	Approximate Rate of Pay (\$) (B)	Value (\$) (C) (A x B = C)	Apprentice-ship? (If yes, input 1.5) (D)	Weighted Value (\$) (inclusive of multipliers) (E) (C x D = E)
1								
2								
3								
4								
5								
6								
7								
8								
9								
	Total Value of Human Resource Pla					\$		

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	2. Indigenous Business Plan				
#	Subcontractor/Supplier Business Name	Nation	Scope of Subcontract or Supply Contract	Value (\$)	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
	Total V	/alue to Indigenous Subcontractors/Suppli	\$		

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	3. Skills Development Plan						
#	Individual Name (If available)	Nation	Name of Institute/ Organization	Certification to be Achieved	Value (\$)		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
	Total Value of Skills Development Plan \$						

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	4. Other Measures					
#	Description of Proposed Measure(s)	Value (\$) (If applicable)				
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
	Total Value of Other Measures	\$				

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ANNEX A - INDIGENOUS PARTICIPATION PLAN COMPLIANCE AND REPORTING

1. REPORTING REQUIREMENTS

1.1 Indigenous Participation Plan Submission

The Contractor's Indigenous Participation Plan (IPP) must provide detail on sub-contracting, skills development, and employment activities. The plan must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided.

1.2 Indigenous Participation Plan Monthly Report

The Contractor must provide a detailed report every month detailing the benefits accomplished to date. After all work has been completed with the exception of Landscape Warranty and Maintenance, the contractor must provide a detailed report every three months detailing the benefits accomplished to date. The contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

1.3 Indigenous Participation Plan Final Report

The Contractor must provide a detailed report on the Indigenous benefits accomplished throughout the project. This report must be provided to the project authority prior to final payment.

2. FINAL CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

- a. The successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IPP portion of their bid. Supporting information (invoices, work logs, payroll receipts, etc.) must be provided by the contractor as requested by Canada and failure to do so may be justification for withholding contract payment.
- b. The Contractor must indicate if any objectives were not met and identify why not.
- c. Information provided may be subject to verification.
- d. The IPP Certification and IPP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IPP guarantee.
- e. Failure to comply with the request to submit the certification and report may result in the full penalty identified below in section 3.

3. INDIGENOUS PARTICIPATION PLAN NON-COMPLIANCE CONDITIONS

- a. Under the provisions of the proposed contract, where the Contractor meets the IPP guarantees specified and certified in their bid, the Contractor will be paid the agreed contract price.
- b. If the Contractor fails to fulfill their guarantee of the IPP, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
- c. The amounts deducted will be determined based on the difference between the assessed value of the guarantee and the value of fulfilled portion of the guarantee.
- d. For the purposes of the deduction calculation in situations where a guarantee is a percentage of the Contract

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Value, the "Contract Value" is calculated as the final contract value including all amendments to the original award amount unless identified as being excluded from the IPP calculation at the time of change order or amendment negotiation.

- e. 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.
- f. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
- g. 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 IPP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

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

*	Travaux publics et Services gouvernementaux Canada	Public Works and Government Services Canada		C	EK HFIC <i>i</i>	ATE OF IN	Page 1 of 2
Descrip	tion and Location of Work						Contract No.
							Project No.
Name o	f Insurer, Broker or Agent	Address (No	o., Street)	City	Province	Postal C	ode
Name o	f Insured (Contractor)	Address (No	o., Street)	City	į	Province	Postal Code
His Ma	al Insured njesty the King in right la Agency	of Canada as represen	ted by the Mir	nister of the En	nvironment for	r the purposes (of the Parks
Т	ype of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Liab	ility
					Per Occurrence	Annual General Aggregate (Indicate "no limit" if there is no limit or N/A if not applicable)	Completed Operations Aggregate
Comm Liabili	ercial General ty				\$	\$	\$
Umbro Liabili	ella/Excess ty				\$	\$	\$
	plicable insurance covera	were issued by insurers in ge's stated on page 2 of t					
						7 [
Name o	f person authorized to sign	on behalf of Insurer(s) (Office	cer, Agent, Broke	er)			Telephone number
Signatu	ıre						Date D/M/Y

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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 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 (Indicate "no limit" if there is no limit or N/A if not applicable); and
- (c) \$5,000,000 Products/Completed Operations Aggregate Limit.

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

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ANNEX C - 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		

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

I,employees and all sub-contractors will conditions of the contract.	(contractor), certify that I have read, understood and att comply with the requirements set out in this document and th
Name	Signature
Data	