



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Parks Canada Agency  
635 – 8 Avenue S.W., Suite 1300  
Calgary, AB T2P 3M3  
Bid Fax: (403) 292-4475

**INVITATION TO TENDER  
APPEL D'OFFRES**

**Tender To: Parks Canada Agency**

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

**Soumission aux: l'Agence Parcs Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du Chef du Canada, aux conditions énoncées ou incluses par référence dans la présente aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaries**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Parks Canada Agency  
635 – 8 Avenue S.W., Suite 1300  
Calgary, AB T2P 3M3

<b>Title-Sujet</b> Staff Housing Recapitalization in Paulatuk, NWT, Western Arctic Field Unit		<b>Date</b> May 16, 2017
<b>Solicitation No. - No. de l'invitation</b> 5P420-17-5097/A	<b>Client Ref. No. – No. de réf du client.</b> 1267.01	
<b>GETS Reference No. – No de reference de SEAG</b> PW-17-00779373		
<b>Solicitation Closes L'invitation prend fin –</b>  <b>at – à</b> 02:00 PM <b>on – le</b> June 1, 2017	<b>Time Zone Fuseau horaire -</b>  Mountain Daylight Time (MDT)	
<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> Sarah Alexander – <a href="mailto:sarah.alexander@pc.gc.ca">sarah.alexander@pc.gc.ca</a>		
<b>Telephone No. - No de téléphone</b> (403) 292-4738	<b>Fax No. – No de FAX:</b> (403) 292-4475	
<b>Destination of Goods, Services, and Construction: Destinations des biens, services et construction:</b>  See Herein		

**TO BE COMPLETED BY THE BIDDER (type or print)**

<b>Vendor/Firm Name</b>	
<b>Address</b>	
<b>Name of person authorized to sign on behalf of the Vendor/Firm</b>	
<b>Title</b>	
<b>Signature</b>	<b>Date</b>

## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### Contractor Selection

This Invitation to Tender contains bid criteria in order to provide socioeconomic benefits within the Inuvialuit Settlement Region.

#### Direct Deposit

In April 2012, the Government of Canada announced that it will be replacing cheques with electronic payments by April 2016. Contract payment(s) currently made by cheque will be replaced by Direct Deposit. Businesses are encouraged to proactively enrol with Parks Canada. Please contact Sarah Alexander at [sarah.alexander@pc.gc.ca](mailto:sarah.alexander@pc.gc.ca) in order to obtain a Direct Deposit enrollment form.

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

#### INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of April 4<sup>th</sup> 2016. See GI01, Integrity Provision-Bid of R2410T of the General Instructions for more information.

## TABLE OF CONTENTS

### **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

- SI01 Integrity Provisions – Declaration of Convicted Offences
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 Site Visit
- SI05 Revision of Bid
- SI06 Bid Results
- SI07 Insufficient Funding
- SI08 Bid Validity Period
- SI09 Construction Documents
- SI10 Security Related Requirements
- SI11 Inuvialuit Final Agreement
- SI12 Indigenous Opportunities Consideration (IOC)
- SI13 Web Sites

### **R2410T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES (GI) (2016-04-04)**

The following GI's are included by reference and are available at the following Web Site  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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

### **SUPPLEMENTARY CONDITIONS (SC)**

- SC01 Changes to Contract Documents
- SC02 Security Related Requirements, Document Safeguarding
- SC03 Liquidated Damages
- SC04 Insurance Terms

### **CONTRACT DOCUMENTS (CD)**

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

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

#### **ANNEX A - INDIGINOUS CERTIFICATION FORM**

#### **ANNEX B - INTEGRITY PROVISIONS – LIST OF NAMES**

#### **ANNEX C - CERTIFICATE OF INSURANCE**

#### **ANNEX D – ATTESTATION FORM**

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 3 (copied below) of the General Instructions R2410T, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

#### Declaration of Convicted Offences

*with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).*

### SI02 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, R2410T (2016-04-04)
- 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 R2410T 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 and Climate Change 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. Tenders received by fax will be accepted as official.

R2410T section GI07, add following paragraph;

5. Tenders received by fax 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. Must be received before tender closing time at fax number **(403) 292-4475**.

### **SI03 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 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI13 of R2410T, 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 not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### **SI04 SITE VISIT**

There is no site visit scheduled for this requirement.

### **SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI08 of R2410T. The facsimile number for receipt of revisions is **(403) 292-4475**.

### **SI06 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by emailing the bid receiving office at [sarah.alexander@pc.gc.ca](mailto:sarah.alexander@pc.gc.ca) or calling at **(403) 292-4738**.

### **SI07 INSUFFICIENT FUNDING**

- 1) In the event that the lowest compliant bid exceeds the amount of funding Canada has allocated for the construction phase of 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 lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and negotiate, with the Bidder submitting the lowest compliant bid, a corresponding reduction in its bid price.
  - (b) by more than 15%, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and invite those who submitted compliant bids at the original solicitation to re-bid the work.
- 2) If negotiations or a re-bid are undertaken as is contemplated in subparagraphs 1)(a)(iii) or 1)(b)(iii) above, Bidders shall retain the same subcontractors and suppliers as they carried in their original bids.

- 3) If Canada elects to negotiate a reduction in the bid price as is contemplated in subparagraph 1)(a)(iii) herein and the negotiations fail to reach an agreement, Canada shall then exercise either of the options referred to subparagraphs 1)(a)(i) or 1)(a)(ii)

#### **SI08 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI08 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. of SI08 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 GI09 of R2410T.

#### **SI09 CONSTRUCTION DOCUMENTS**

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

#### **SI10 SECURITY RELATED REQUIREMENTS**

There is no security requirement applicable to this contract.

#### **SI11 INUVIALUIT FINAL AGREEMENT**

The proposed requirement is subject to the Inuvialuit Final Agreement (IFA). The requirements of the Inuvialuit Final Agreement (IFA) will apply to this procurement. The provisions that apply are contained in:

Section 16 - Economic Measures, of the Inuvialuit Final Agreement (IFA).  
[http://www.inuvialuitland.com/resources/Inuvialuit\\_Final\\_Agreement.pdf](http://www.inuvialuitland.com/resources/Inuvialuit_Final_Agreement.pdf)

#### **SI12 INDIGENOUS OPPORTUNITIES CONSIDERATION (IOC)**

Bidders should provide the information requested in the chart below. Indigenous and Northern Affairs Canada (INAC) provide to the bidders an opportunity to achieve up to a 10% price reduction to be used in the evaluation of their proposals. This is in accordance with INAC's mandate to support and provide opportunities to the local Indigenous communities under Federal government contracts within a land claims area.

##### **1. Area of Contract**

The area of the contract is within the Inuvialuit Settlement Region, as defined in the Inuvialuit Final Agreement.

##### **2. Contractor Selection**

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms,

conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid.

In this requirement "IOC" will allow for up to a maximum of 10% downward adjustment to a bidder's price, for evaluation purposes only, in accordance with the following IOC Criteria. This provides for socioeconomic benefits in the region.

IOC CRITERIA	AVAILABLE POINTS
<p>(a) The existence of head offices, administrative offices or other facilities in the Inuvialuit Settlement Region.</p> <p><i>Bidders are requested to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Inuvialuit Settlement Region and provide an address.</i></p>	2 Points
<p>(b) The employment of Inuvialuit labour, engagement of Inuvialuit professional services, or use of Inuvialuit suppliers which can act as sub-contractors in assisting with the carrying out of the contract.</p> <p><i>Bidders are requested to demonstrate the degree of Inuvialuit labour by outlining the name and position title of each Inuvialuit person and the number of hours to be worked for each position. Bidders should also identify the percentage of Inuvialuit labour of the total labour for the project.</i></p> <p><i>Bidders are requested to demonstrate the estimated cost for supplies/materials, equipment and services to be procured from Inuvialuit companies. Bidders should also provide the company names.</i></p>	4 Points
<p>(c) The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuvialuit persons.</p> <p><i>Bidders are requested to demonstrate the type of training / skills development and hours of training.</i></p>	4 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>10 Points</b>

#### For purposes of interpretation:

"Inuvialuit" includes individual Inuvialuit, partnerships of Inuvialuit, any corporation or entity the majority of which is owned by Inuvialuit and ventures in which the Inuvialuit have an interest greater than 50%.

### 3. Evaluation and Assessment - Submission Requirements

**In order for a bid to be assigned points for representations made in respect of any criterion, appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.**

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

#### Treatment of Representations and Warranties

The Bidder acknowledges that:

- a) the Minister relies upon the "Indigenous Representations" to evaluate bids; and
- b) the "Indigenous Representations" shall become covenants under any contract(s) resulting from this solicitation.

#### 4. Reporting

In addition to the reporting requirements outlined in the Contract, a summary of activities undertaken to meet commitments made as part of the Indigenous Opportunities Considerations portion of the Contractor's bid will be required.

##### SI13 WEB SITES

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

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

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual  
<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>



## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 CHANGES TO CONTRACT DOCUMENTS**

The term "Engineer" is replaced with the term "Departmental Representative" in the Drawings and Specifications

### **SC02 SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING**

There is no document security requirement applicable to this Contract.

### **SC03 LIQUIDATED DAMAGES**

1. In reference to SI12, the contractor acknowledges that:
  - 1.1 the bid solicitation and this Contract fall within the ambit of the Inuvialuit Final Agreement; and pursuant to Sections 16.8 of the Inuvialuit Final Agreement, the bid criteria included in the bid solicitation and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
    - 1.1.1 the existence of head offices, administrative offices or other facilities in the area of the contract;
    - 1.1.2 in the area of the contract, The employment of Inuvialuit labour, engagement of Inuvialuit professional services, or use of Inuvialuit suppliers which can act as sub-contractors in assisting with the carrying out of the contract.
    - 1.1.3 the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuvialuit persons in the area of the contract.
2. The contractor acknowledges and confirms that it made the following commitments in its bid for this contract (collectively the "Indigenous Representations") as contemplated in paragraph 1 above: *(to be completed at time of contract award)*

#### **COMMITMENT ASSIGNED POINT VALUE**

- 2.1
- 2.2
- 2.3

3. The contractor acknowledges that the "Indigenous Representations":
  - 3.1 are covenants under this contract; and
  - 3.2 that each "Indigenous Representation" represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Indigenous Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Indigenous Representation" in paragraph 3.2.
5. The Contractor further acknowledges that:
  - 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
  - 5.2 it has had legal advice to the full extent deemed necessary by itself and did not act under any duress.

## **SC05 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 acceptance of its bid, 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.

## CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2016-04-04);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2550D	(2016-01-28);
GC6	Delays and Changes in the Work	R2865D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2884D	(2016-01-28);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
  - e. Any amendment issued or any allowable 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 and Climate Change 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.

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

### **BA01 IDENTIFICATION**

**TITLE:** Staff Housing Recapitalization in Paulatuk, NWT, Western Arctic Field Unit

**SOLICITATION NUMBER:** 5P420-17-5097/A

Western Arctic Field Unit requires a contractor for deferred recapitalization work on the NWT Staff Housing. See specifications for further details on the requirement of this project.

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

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

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

PBN: \_\_\_\_\_

### **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)

### **BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of 30 days following the date of solicitation closing.

### **BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

### **BA06 CONSTRUCTION TIME**

The Contractor shall perform and complete the Work by **October 30, 2017**. See specifications for project milestones.

### **BA07 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## ANNEX A INDIGENOUS CERTIFICATION FORM

Bidders must submit the following duly completed certifications as part of their proposal, or prior to contract award, if Indigenous Opportunities Considerations are being provided. If no Indigenous Opportunities Considerations are provided as part of their proposal then the liquidated damages clause will not apply and the certifications need not be completed.

The declaration/ certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada may declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The BIDDER certifies herein that its evidence of conformance of Indigenous Content, as defined in SI12 Indigenous Opportunities Considerations, for contracting submitted with its bid is accurate and complete. This includes:

- (a) The existence of head offices, administrative offices or other facilities in the Inuvialuit Settlement Region.
- (b) The employment of Inuvialuit labour, engagement of Inuvialuit professional services, or use of Inuvialuit suppliers which can act as sub-contractors in assisting with the carrying out of the contract
- (c) The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for the Inuvialuit

### **Bidder Certification**

The Bidder must submit the following certification if Indigenous Opportunities Considerations are being provided, either at time of bid submission, or prior to contract award.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

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**Vendor/ Firm Name:**

---

**Name and title of person authorized to sign on behalf of Bidder (Type or Print)**

---

**Signature**

**Date**



Solicitation No. - N° de l'invitation  
5P420-17-5097/A

Amd. No. - N° de la modif.

Buyer - l'acheteur  
Sarah Alexander

Client Ref. No. - N° de réf. du client  
1267.01

File Name - Nom du dossier  
Staff Housing Recapitalization in Paulatuk, NWT, Western Arctic Field Unit

## ANNEX C - CERTIFICATE OF INSURANCE

Page 1 of 2

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

Additional Insured

*Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency*

Type of Insurance (Required when Checked)	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
<input checked="" type="checkbox"/> <b>Commercial General Liability</b>				\$	\$	\$
<input type="checkbox"/> <b>Umbrella/Excess Liability</b>				\$	\$	\$
<input type="checkbox"/> <b>Builder's Risk / Installation Floater</b>				\$		
<input type="checkbox"/> <b>Pollution Liability</b>				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> <b>Marine Liability</b>				\$		
<input type="checkbox"/> <b>Aviation Liability</b>				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$

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 coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date D / M / Y

## CERTIFICATE OF INSURANCE

General	Commercial General Liability	Builder's Risk / Installation Floater
<p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>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.</p>	<p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(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.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$2,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$5,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$2,000,000</b> Products/Completed Operations Aggregate Limit.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is <b>not less than the sum of the contract value</b> plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p>
<p><b>Contractors Pollution Liability</b></p> <p>The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.</p>	<p><b>Marine Liability</b></p> <p>The insurance coverage must be provided by a Protection &amp; Indemnity (P&amp;I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection &amp; Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p><b>Aviation Liability</b></p> <p>The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than <b>\$5,000,000</b> per incident or occurrence and in the aggregate.</p>



## ANNEX D ATTESTATION FORM

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

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

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

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

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work

General Description of Work to be Completed

Mark "Yes" where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	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 \_\_\_\_\_