



**INVITATION TO TENDER**

**RETURN BIDS TO:**

**Parks Canada Agency - Central Registry  
Contracting Operations  
111 Water Street East  
Cornwall, Ontario, K6H 6S2  
Solicitation No. 5P201-18-0248/A**  
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**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.

**Comments:**

**Vendor/Firm Name and Address:**

**Issuing Office**

**Parks Canada Agency - Central Registry  
Contracting Operations,  
111 Water Street East  
Cornwall, Ontario, K6H 6S2**  
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Title-Sujet <b>Rehabilitation and renovation of miscellaneous buildings in the Community of Pangnirtung, Nunavut for Auyuittuq National Park.</b>		
Solicitation No. - No. de l'invitation <b>5P201-18-0248/A</b>		Date: <b>March 6, 2019</b>
GETS Reference No. / No de reference de SEAG		Client Ref. No. / No. de réf du client. <b>1534</b>
Solicitation Closes (YY-MM-DD):		
at / à <b>2:00 PM</b>	on / le <b>2019-03-26</b>	Time Zone - Fuseau horaire: <b>EDT - HAE</b>
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Inquiries to: Adresser toute demande de renseignements à : <b>Sheldon Lalonde (<a href="mailto:sheldon.lalonde@canada.ca">sheldon.lalonde@canada.ca</a>)</b>		
Telephone No. - No de téléphone <b>(613) 938-5948</b>		Fax No. / No de FAX: <b>(877) 558-2349</b>
Destination of Goods, Services, and Construction: Destinations des biens, services et construction: <b>See Herein / Voir aux présentes</b>		
<b>TO BE COMPLETED BY THE BIDDER (type or print)          À ÊTRE COMPLÉTER PAR LE SOUMISSIONNAIRE (taper ou écrire en caractères d'imprimerie)</b>		
Vendor/Firm Name / Nom du fournisseur/de l'entrepreneur		
Address - Adresse		
Name of person authorized to sign on behalf of the Vendor/Firm Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur		
Titale - Titre		
Telephone No. - N° de téléphone: _____		
Facsimile No. - N° de télécopieur: _____		
Signature		Date

## **INVITATION TO TENDER**

### **IMPORTANT NOTICE TO BIDDERS**

#### **COMPREHENSIVE LAND CLAIM AGREEMENT (CLCA)**

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

**Nunavut Land Claim Agreement**

#### **INUIT BENEFITS PLAN (IBP)**

The Bidder must include an Inuit Benefit Plan (IBP) as part of their proposal. The IBP must demonstrate the suppliers' use of the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms, in carrying out the Work outlined in this request for proposals.

#### **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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### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2018-06-21)**

The following GIs 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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## **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 (2018-06-21)
- 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.

### **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 [sheldon.lalonde@canada.ca](mailto:sheldon.lalonde@canada.ca) . Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PCA will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI03 SITE VISIT**

Not applicable.

### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (877) 558-2349.

**Rehabilitation and renovation of housing and garage compound for Auyuittuq National Park**

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**SI05 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 [sheldon.lalonde@canada.ca](mailto:sheldon.lalonde@canada.ca) or calling number (613) 938-5948.

**SI06 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 G111 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and negotiate, with the Bidder submitting the lowest compliant bid, a corresponding reduction in its bid price.
  - (b) by more than 15%, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of G111 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and invite those who submitted compliant bids at the original solicitation to re-bid the work.
- 2) If negotiations or a re-bid are undertaken as is contemplated in subparagraphs 1)(a)(iii) or 1)(b)(iii) above, Bidders shall retain the same subcontractors and suppliers as they carried in their original bids.
- 3) If Canada elects to negotiate a reduction in the bid price as is contemplated in subparagraph 1)(a)(iii) herein and the negotiations fail to reach an agreement, Canada shall then exercise either of the options referred to subparagraphs 1)(a)(i) or 1)(a)(ii)

**SI07 BID VALIDITY PERIOD**

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

## SI08 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided [**with one electronic or paper copy**] of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum (**1**), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

## SI09 COMPREHENSIVE LAND CLAIM AGREEMENT

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

### Nunavut Land Claim Agreement

## SI10 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

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

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

Trade agreements

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

## **CONTRACT DOCUMENTS (CD)**

1. The following are the Contract Documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2018-06-21);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2865D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
- e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
- g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.

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

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

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

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 SECURITY RELATED REQUIREMENTS**

There is no document security requirement applicable to this Contract.

### **SC02 INSURANCE TERMS**

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

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

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

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

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

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

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

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

#### **5) Deductible**

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

### **SC03 WORKPLACE SAFETY AND HEALTH**

#### **1. EMPLOYER/PRINCIPAL CONTRACTOR**

1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:



**Rehabilitation and renovation of housing and garage compound for Auyuittuq National Park**

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- 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
- 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
- 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:
  - 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or
  - 1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

\* *order* definition: after contract award, Contractor is ordered by a Change Order

## **2. SUBMITTALS**

2.1 The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and 2.1.2.2 a site specific Health and Safety Plan as requested.

*NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.*

## **3. LABOUR AUTHORITY CONTACT :**

*The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.*

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

## **NUNAVUT**

Workers' Safety and Compensation  
Northwest Territories and Nunavut  
Prevention Services  
Box 8888  
Yellowknife, NT, X1A 2R3  
Attention: Chief Industrial Safety Officer  
Telephone: (867) 669- 4403  
Facsimile: (867) 873- 0262

**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

***Auyuittuq National Park Housing and Garage Compound Rehabilitation***

**Auyuittuq National Park**  
Parks Canada Visitor Centre,  
Pangnirtung, NU X0A 0R0  
66.147566, -65.709883

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

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

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

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

**BA03 THE OFFER**

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

**BA04 BID VALIDITY PERIOD**

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

**BA05 ACCEPTANCE AND CONTRACT**

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

**BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work by **March 31, 2020**.

**BA07 BID SECURITY**

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

**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Rehabilitation and renovation of housing and garage compound for Auyuittuq National Park**

**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 (LSA) 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	Specification Reference	Unit of Measure	Total price
1	Maintenance Garage. all work related to the replacement of the existing fence, excluding items listed in the unit price table	LS	\$
2	Maintenance Garage. all work related to the rehabilitation of the building	LS	\$
3	Visitor center. replacement of boilers and all related work	LS	\$
4	White House replacement of boiler and all related work	LS	\$
<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable tax(s)			\$

**UNIT PRICE TABLE**

The Unit Price Table (UPT) 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	Specification Reference	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU)	Extended amount (EQ x PU)
1	Sockets for fence construction. Include drilling bore holes in permafrost.	m	42	\$	\$
2	Concrete foundations for chain link fence. Include formwork, reinforcement, polyethylene membrane, etc.	m	84	\$	\$
3	Backfill for soil reprofiling	m3	180	\$	\$
<b>Total Unit Price Table (UPT)</b> Excluding applicable tax(s)					\$

<b>TOTAL BID AMOUNT (LSA + UPT)</b> Excluding applicable tax(s)	\$
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## **APPENDIX 2 - INTEGRITY PROVISIONS**

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

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

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

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

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



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

**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
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Additional Insured  
**Her Majesty the Queen in right of Canada, referred to in the contract as "Her Majesty," represented by the Minister of the Environment for the purposes of the Parks Canada Agency, referred to in the contract as the "Minister"**

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

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

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

Telephone number

Signature

Date D / M / Y

## CERTIFICATE OF INSURANCE Page 2 of 2

### General

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

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

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

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

### Commercial General Liability

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

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

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

The policy must have the following minimum limits:

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

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

### Builder's Risk / Installation Floater

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

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

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

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

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

## **ANNEX B - ATTESTATION FORM**

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

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

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

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

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

Location of Work
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General Description of Work to be Completed
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Mark  Yes where applicable.

	A meeting has been held to discuss hazards and access to the work place and all known and foreseeable hazards have been identified to the contractor and/or subcontractor(s)
	The contractor and/or its subcontractor(s) will comply with all federal and provincial/territorial legislation and Parks Canada's policies and procedures, regarding occupational health and safety.
	The contractor and/or its subcontractor(s) will provide all prescribed safety materials, equipment, devices and clothing.
	The contractor and/or its subcontractor(s) will ensure that its employees are familiar with and use all prescribed safety materials, equipment, devices and clothing at all times.
	The contractor and/or its subcontractor(s) will ensure that its activities do not endanger the health and safety of Parks Canada employees.
	The contractor and/or its subcontractor(s) has inspected the site and has carried out a hazard assessment and has put in place a health and safety plan and informed its employees accordingly, prior to the commencement of the work.
	Where a contractor and/or its subcontractor(s) will be storing, handling or using hazardous substances in the work place, it will place warning signs at access points warning persons of the presence of the substances and any precautions to be taken to prevent or reduce any hazard of injury or death.
	The contractor and/or its subcontractor(s) will ensure that its employees are instructed in respect of any emergency procedures applicable to the site.

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

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**ANNEX C – INUIT BENEFITS PLAN (IBP)**

**PART A - INUIT BENEFITS PLAN (IBP)**

**Evaluation and Assessment of IBP Guarantee**

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, **THE BIDDER MUST PROVIDE PROOF WITH THEIR BID** to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid. Proof of efforts and/or guarantees made by Bidders should 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 IBP 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 WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.**

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

**Contractor Selection**

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be 10% Inuit Benefits Plan and 90% for the price.

IBP Score = Bidder's Points x 10% Maximum Points

Cost Score = Lowest Bid x 90% Bidder's Price

**INUIT BENEFIT PLAN CRITERIA**

<b>BID CRITERIA</b>			<b>TOTAL AVAIL. POINTS</b>
The requirements of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.			
<b>1. HEAD OFFICE:</b> The existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.			5 Points
<b>2. TRAINING:</b> Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit from the Nunavut Settlement Area at no additional cost under this Contract. Training and Apprenticeship is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process. To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Inuit training hours, with the proposal committing to the highest number of training hours receiving full points.			15 points
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>

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Total number of Inuit training hours proposed	20 hours	35 hours	60 hours	
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available	
*** Penalty Conditions will apply to this criterion				
<p><b>3. LABOUR:</b>                  The employment of onsite Inuit in carrying out the work of the contracts. Bidder will be evaluated on their firm guarantee to use Inuit from the Nunavut Settlement Area in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.                  Percentages should be supported by a list of specific positions that may or will be staffed by onsite Inuit. Onsite Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available.</p> <p>___ % x total points available</p> <p><b>Example:</b></p> <p>Bidder guarantees 65% of labor hours will be Inuit = 65% of total points (40)                  65 % x 40 = 26 points</p> <p><b>NOTE:</b>                  Bidder must demonstrate how they will meet their Labor %. Simply indicating a [%] commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p>*** Penalties Conditions will apply to this criterion.</p>				40 Points
<p><b>4. SUB-CONTRACTORS / SUPPLIERS:</b>                  The use of sub-contractors or suppliers that are Inuit in carrying out the contract. Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the Inuit from the Nunavut Settlement Area associated with the Contract.</p> <p>Note: if the Prime Contractor is an Inuit owned business, the total dollar value of the Inuit contracting shall also include the contractor's share of the contract.</p> <p>Bidders should provide their guarantee of Inuit Subcontractors in accordance with the following:</p> <p>Estimated value of Contract: \$ _____ - Less Non-Inuit subcontracting:                  \$ _____ = Total guaranteed for Inuit Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows:</p> <p>Total guaranteed / Estimated value of contracting = ___a___ %</p>				40 Points

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<p>Points will be assigned based on a percentage % of the total points available:                  _a_ % x total points = assigned points</p> <p><b>Example:</b></p> <p>Estimated value of Contract: \$100,000 - Less Non-Inuit subcontracting: \$ 45,000 =                  Total guaranteed for Inuit Subcontractors/Suppliers: \$ 55,000  <math>\\$55,000 / \\$100,000 = 0.55 \times 100 = 55\%</math>  <math>55\% \times 40 = 22</math> points</p> <p><b>NOTE:</b>                  Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Aboriginal/Inuit subcontractors. Verification of Aboriginal businesses will be made through:</p> <p>The Inuit Firm Registry Database <a href="http://inuitfirm.tunnngavik.com/">http://inuitfirm.tunnngavik.com/</a></p> <p>*** Penalty Conditions will apply to this criterion.</p>	
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

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**PART B - BIDDER GUARANTEE AND CERTIFICATION**

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.

**TABLE 1 □ Head Office**

<b>Provide Current Business address</b>
Bidders MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

**TABLE 2 □ Guarantee of Inuit Training**

Name & Position Title (Provide name(s) where possible)	Type of Training	Inuit Training Hours
Bidders MUST include type of training and hours of training.		

**TABLE 3 □ Guarantee of Onsite Inuit Labour Content**

Total No. Of onsite Inuit Person Hours for This Contract = \_\_\_\_\_ %  
 Total No. Of onsite Person Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Non □ Inuit Employee Hours
Bidders to include the # of hours to be worked.		

**TABLE 4 □ Guarantee of Inuit Content for Sub-Contracting/Suppliers Content:**

Total Est. Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for this Contract  
 Total Bid Price = \_\_\_\_\_ %

Company Name	Inuit Company	Non □ Inuit Company
Bidder to include the value of work to be Sub-Contracted.  NOTE: only subcontractors and suppliers that can be confirmed as Aboriginal businesses will be included in the calculations. Verification of Aboriginal businesses will be made in accordance with: 4 Subcontractors / Suppliers.		

**Bidder Certification**

The Bidder must submit the following certification if an IBP guarantee is being provided, either at time of bid submission, or prior to contract award.

**INUIT BENEFITS PLAN CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**The bidder certifies it's IBP guarantee for contracting submitted with its bid is accurate and complete.**

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**PART C - CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For the successful Contractor only - If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on at end of contract / prior to final payment.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Information provided may be subject to verification.
4. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its IBP guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty.

Return Reports to:

Contracting Authority Name: tba  
 Email: tba

**TABLE 1 □ Head Office**

<b>Provide Current Business address</b>
Contractors must demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the Nunavut Settlement Area.

**TABLE 2 □ Achievement of Inuit Training**

<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b>Type of Training</b>	<b>Inuit Training Hours</b>
Bidders MUST include type of training and hours of training.		

**TABLE 3 □ Achievement of onsite Inuit Labour Content**

Total No. Of onsite Inuit Person Hours for This Contract = \_\_\_\_\_ %  
 Total No. Of Employee Hour for This Contract

<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b>Onsite Inuit Employee Hours</b>	<b>Non □ Inuit Employee Hours</b>
Contractor must include the # of hours worked		

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**TABLE 4 ▯ Achievement of Inuit Content for Sub-Contracting/Suppliers Content:**

Total Cost For Supplies/Materials, Equip and Services Procured From Inuit Companies for This Contract  
Final Contract Value = \_\_\_\_\_%

Company Name	Inuit Company	Non-Inuit Company
Contractor must include the value of Sub-Contracted work		

**CONTRACTOR CERTIFICATION**

**INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:**

PRINT NAME

SIGNATURE

DATE

***The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.***

**Rehabilitation and renovation of housing and garage compound for Auyuittuq National Park**

**PART D - INUIT BENEFITS PLAN PENALTY CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the IBP guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor fails to fulfill their certified training guarantee, an amount of up to 0.20% of the final contract value may be deducted from the hold back provisions or final payment. The Contractor will not be evaluated on their training achievements. (Table 1A)
3. If the contractor does not meet the certified percentage of onsite Inuit employee hours worked on the Contract and fails to fulfill their onsite Inuit employment guarantees, an amount of up to 0.40% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1B)
4. If the contractor does not meet the certified percentage of Inuit Sub-contractors/Suppliers, and fails to fulfill their Inuit subcontractors/ suppliers guarantees, an amount of up to 0.40% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1C)
5. 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.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the penalty calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order or amendment negotiation.

<b>TABLE 1A - ASSESSMENT OF INUIT TRAINING PENALTY</b>			
<b>ITEM #</b>	<b>REQUIREMENT</b>	<b>WEIGHT</b>	<b>SCORE</b>
<b>1</b>	<p><b>CONTRACTOR DUE DILIGENCE:</b>                      Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve their <b>Inuit Training</b> guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b>                      0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP training guarantee.                      14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP training guarantee.                      28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP training guarantee.</p>	<b>40</b>	
<b>2</b>	<b>TOTAL ASSESSED SCORE</b>	<b>40</b>	
<b>3</b>	<p><b>TOTAL CALCULATED PENALTY:</b>                      (40 - total assessed score)% x (Final contract value) x 0.20%</p>	\$	
<b>4</b>	<b>COMMENTS/JUSTIFICATIONS:</b>		



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<b>5</b>	<b>SIGNATURE OF EVALUATION PANEL:</b>  Departmental Representative: _____ Technical Authority: _____ Contracting Officer (PCA): _____		
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<b>TABLE 1B - ASSESSMENT OF ONSITE INUIT LABOUR PENALTY</b>			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	Calculate the percentage of guarantee achieved for Onsite Inuit content based on the following formula, where:  Guarantee percentage = Achieved = _____% * 60% Proposed %  <b>Notes:</b> percentage of 50% or less receives zero points	<b>60</b>	
2	<b>CONTRACTOR DUE DILIGENCE:</b>  Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite <b>Inuit</b> employment guarantees.  <b>Points awarded for contractor due diligence based on the following scale:</b>  0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP employment guarantee.  14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP employment guarantee.  28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP employment guarantee.	<b>40</b>	
<b>3</b>	<b>TOTAL ASSESSED SCORE</b>	<b>100</b>	
<b>4</b>	<b>TOTAL CALCULATED PENALTY:</b> (100 - total assessed score)% x (Final contract value) x 0.40%		
<b>5</b>	<b>COMMENTS/JUSTIFICATIONS:</b>		
<b>6</b>	<b>SIGNATURE OF EVALUATION PANEL:</b>  Departmental Representative: _____ Technical Authority: _____ Contracting Officer (PCA): _____		

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<b>TABLE 1C - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER PENALTY</b>			
<b>ITEM#</b>	<b>REQUIREMENT</b>	<b>WEIGHT</b>	<b>SCORE</b>
1	<p><b>Calculate the percentage of guarantee achieved for Inuit content based on the following formula, where:</b></p> <p>Guarantee percentage = Achieved = _____% * 60 % Proposed %</p> <p><b>Note:</b> Guarantee percentage of 50% or less receives zero points.</p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP sub-contracting/supplier guarantees.                      14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP sub-contracting/supplier guarantees.                      28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP sub-contracting/supplier guarantees.</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>TOTAL CALCULATED PENALTY:</b>                      (100 - total assessed score)% x (Final contract value) x 0.40% \$</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____                      Technical Authority: _____                      Contracting Officer (PCA): _____</p>		