



RETURN BIDS TO:
RETOURNER LES SUBMISSION À :
Parks Canada Agency Bid Receiving Unit
National Contracting Services
Suite 720, 220 – 4th Avenue S.E.
Calgary, AB T2G 4X3

Bid Fax: 1-866-246-6893

REQUEST FOR QUOTATION

DEMANDE DE PRIX

Quotation 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 or attached hereto, the goods, services and construction listed herein or on any attached sheets at the price(s) set out therefor.

Prix 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 et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office - Bureau de distribution :
Parks Canada Agency
National Contracting Services
Suite 720, 220 – 4th Avenue S.E.
Calgary, AB T2G 4X3

Title - Sujet Preventative Maintenance of Infrastructure at the Pingo Canadian Landmark – Tuktoyaktuk, NT	
Solicitation No. - N° de l'invitation 5P420-18-0360/B	Date: March 15, 2019
GETS Reference No. N° de référence de SEAG PW-19-00867687	
Solicitation Closes - L'invitation prend fin At - à : 14 :00 On - le : April 2, 2019	Time Zone - Fuseau horaire MDT
F.O.B. - F.A.B. Plant - Usine : <input type="checkbox"/> Destination : <input checked="" type="checkbox"/> Other - Autre : <input type="checkbox"/>	
Address Enquiries to - Adresser toutes questions à Ryan Taylor ryan.taylor@canada.ca	
Telephone No. - N° de téléphone 587-436-5987	Fax No. -N° de télécopieur 1-866-246-6893
Destination of Goods, Services, and Construction - Destination des biens, services, et construction See Herein	
TO BE COMPLETED BY THE BIDDER - À REMPLIR PAR LE SOUMISSIONNAIRE	
Vendor/ Firm Name - Raison sociale et adresse du fournisseur/ de l'entrepreneur	
Address - Adresse	
Telephone No. - N° de téléphone	Fax No. - N° de télécopieur
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print) - Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with the requirement.

1.2 Statement of Work

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s)

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

- Inuvialuit Final Agreement

1.4 Debriefings

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

1.5 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

2.2 Submission of Bids

Bids must be submitted only to Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PCA will be accepted.

Bid Fax: 1-866-246-6893

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police](#)

[Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

**** To Be Completed By the Bidder****

As per the above definitions, is the Bidder a FPS in receipt of a pension?	Yes () No ()
--	----------------

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

**** To Be Completed By the Bidder****

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?	Yes () No ()
---	----------------

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

Solicitation No. - N° de l'invitation
5P420-18-0360/B

Amd. No. - N° de la modif.
00

Contracting Authority - Autorité contractante
Ryan Taylor

Client Ref. No. - N° de réf. du client
n/a

Title - Sujet
Preventative Maintenance of Infrastructure at the Pingo Canadian Landmark – Tuktoyaktuk,
NT

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Northwest Territories.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.2 SACC Manual Clauses

Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will 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 made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

Section 17 of the Policy requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. Bidders must provide the information requested at **Annex "D"**, Integrity Provisions – List of Names for Integrity Verification Form.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/eng/employment-social-development) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at **Annex "A"**.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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.

6.3.2 Work Authorization

A Work Authorization will be used to authorize work on an as-and-when-requested basis under this contract using the following administrative process:

- (a) The Project Authority will prepare a Work Authorization providing details of the services required and submit to the Contractor.
- (b) The Contractor must respond to the Project Authority within one (1) business days of receiving the Work Authorization to indicate their acceptance.
- (c) The Contractor must not begin work before receiving an approved Work Authorization.
- (d) If any change is required to a confirmed Work Authorization, an amendment to the Work Authorization must be raised by the Project Authority. The Project Authority will complete and approve the amended Work Authorization and forward to the Contractor, authorizing the Contractor to begin on the amended work.
- (e) The Cumulative value of all Work Authorizations, during the term of the Contract, must not exceed the Contract Limitation of Expenditure at 6.7.2.1.
- (f) The Contractor will provide an administrative consolidation of all Work Authorizations to both the Project Authority and the Contracting Authority upon completion of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 1, 2019 inclusive.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year periods December 2, 2019 to December 1, 2020, December 2, 2020 to December 1, 2021 and December 2, 2021 to December 2, 2022 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.4 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Inuvialuit Final Agreement

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ryan Taylor

Contracting Officer
Parks Canada Agency
National Contracting Services
220 – 4 Avenue S.E., suite 720
Calgary, AB T2G 4X3

Telephone: (403) 292-8503
Facsimile: 1-866-246-6893
E-mail address: ryan.taylor@pc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

***** To be determined at contract award *****

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

**** To Be Completed By the Bidder****

Representative's Name:

Title:

Vendor/ Firm Name:

Address:		
City:	Province/ Territory:	Postal Code:
Telephone:		Facsimile:
Email Address:		
Procurement Business Number or Goods and Services Tax Number:		

Instruction on how to obtain a Procurement Business Number (PBN)

Canadian Bidders are requested to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information service on line at the [Business Access Canada Website](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier) (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier>). For non- Internet registration, Bidders may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment: Cost reimbursable – Limitation of expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of payment in **Annex B**, to a limitation of expenditure of \$ _____ **(to be inserted at contract award)**. Customs duties are excluded and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____ **(to be inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.

6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75% committed, or
- b) four months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Minimum Work Guarantee

6.7.3.1 In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (6.7.2.1); and

"Minimum Contract Value" means 10 percent of the Maximum Contract Value.

6.7.3.2 Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

6.7.3.3 In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

6.7.3.4 Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

6.7.4 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of the invoices, receipts, vouchers for all direct expenses.

6.8.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.9 Direct Deposit

In April 2012, the Government of Canada announced that direct deposit would be replacing cheques as the primary payment method for the federal payments issued by the Receiver General for Canada by April 2016. If the contractor is not set up for direct deposit, a Direct Deposit enrollment form will need to be submitted to the Contracting Authority upon receipt of a Purchase Order or Contract.

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

6.10 Certifications and Additional Information

6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Northwest Territories.

6.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2010C](#) (2018-06-21), General Conditions – Services (Medium Complexity);
- (c) Annex “A”, Statement of Work;
- (d) Annex “B”, Basis of Payment;
- (e) Annex “C”, Attestation and Proof of Compliance with Occupational Health and Safety (OHS); and
- (f) the Contractor’s bid dated _____ (*insert at time of contract award*).

6.13 SACC Manual Clauses

[A1009C](#) (2008-05-12) Work Site Access
[A9068C](#) (2010-01-11) Government Site Regulations
[B6802C](#) (2007-11-30) Government Property
[B9028C](#) (2007-05-25) Access to Facilities and Equipment
[A9039C](#) (2008-05-12) Salvage

6.14 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.15 Insurance – Specific Requirement

The Contractor must comply with the insurance requirements specified in the Contract. The Contractor must maintain the required insurance coverage for the duration of the Contract. 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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.15.1 Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.

6.15.2 The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by The Parks Canada Agency.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

**ANNEX "A"
STATEMENT OF WORK**

**PREVENTATIVE MAINTENANCE OF INFRASTRUCTURE AT THE PINGO CANADIAN LANDMARK –
TUKTOYAKTUK, NT**

1. Background

The Pingo Canadian Landmark (PCL) is part of, and administered under Canada's National Park system. The PCL is located approximately 2 km from Tuktoyaktuk, NT (Appendix A – Location Map). To enhance visitor and community experience in this unique place, infrastructure was built in 2010 and upgrades are being completed in 2018/2019/2020. Current infrastructure includes: 1) 429m of wood boardwalk; 2) boat launch; and 3) two floating docks (see Appendix B – Photographs of Infrastructure) and a 1000 square metre day use area with access road. Damage to infrastructure experienced at this site includes, damage to dock from wind storms, permafrost heaving of boardwalk posts, degrading of road and day use area with rain.

Planned infrastructure underway include a washroom building (8X8), small attendant building (8X8), picnic tables, garbage bins. An interpretive display is being installed at the Pingo Pullout (KM 3 from Tuktoyaktuk the Inuvik-Tuktoyaktuk Highway. A 20 foot by 30 foot picnic shelter is also being installed at the site but it will be owned by the Hamlet of Tuktoyaktuk.

2. Objective

Parks Canada requires services to be rendered on an 'as-and-when-requested' basis to complete, when required, ongoing maintenance and repair work of the infrastructure at the Pingo Canadian Landmark and associated sites. This work is required to prevent and reduce the breakdown and deterioration of the boardwalk, boat launch, the two floating docks, infrastructure at the day use area and the interpretive display on the highway to ensure they remain in good condition for the safety of all visitors using the sites.

3. Scope of Work

The following services may be required under the contract:

3.1 Labour Services:

3.1.1 General Labour:

Work may include, but is not limited to: 1) install floating docks each spring; 2) remove floating docks each fall; 3) re-anchor/re-position the floating docks as needed; 4) repair or replace the floating docks; 5) maintenance of boardwalk and railings; 6) maintenance on buildings, tables, signs, displays.

3.1.2 Carpentry Work:

Work may include, but is not limited to: 1) repair railings; 2) replace damaged lumber for the boardwalk and railings; 3) repair interpretive display, tables, etc.

3.1.3 Steel/ Welding Work:

Work may include, but is not limited to: 1) adjust the height level on the piles; and 2) cut and weld piles.

3.1.4 Mechanic:

Work may include, but is not limited to: 1) incidental repairs needed on Parks Canada boat, trailer, vehicles when in Tuktoyaktuk.

3.1.5 Wildlife Monitor:

Work may include provision of qualified wildlife monitor with firearm for work related to the Pingo Canadian Landmark

3.2 Equipment /Operator Services:

The contractor will be responsible for providing appropriate fuel for the operation of the following equipment:

3.2.1 Loader with Operator:

Work may include, but is not limited to: 1) moving small buildings using forks; 2) movement, placement of floating dock sections, etc.

3.2.2 Grader with Operator:

Work may include but is not limited to: 1) grading at Day Use Area and Access Road.

3.2.3 Dozer with Operator:

Work may include but is not limited to: 1) earth moving at Day Use Area.

3.2.4 Compactor with Operator:

Work may include but is not limited to: 1) compaction services at the Day Use Area.

3.2.5 Gravel Truck with Operator:

Work may include but is not limited to: 1) gravel delivery.

3.2.6 Boat with Operator:

Work may include but is not limited to: 1) as required boat transportation service around the Pingo Canadian Landmark.

3.2.7 Excavator with Operator:

Work may include but is not limited to: 1) earth moving and dock work

3.3 Material Requirements

The work may require the provision of materials and supplies to complete requested services. Materials may include but are not limited to gravel, hardware (chains, cables, fasteners, etc), lumber, paint. Materials required to complete the work must be supplied by the contractor.

4. Constraints

4.1.1. The Contractor must have, or acquire their own transportation in order to travel to and from the boardwalk and floating dock at the viewing point side of the Pingo site, at all times of the year.

4.1.2. All work must employ industry standards and best management practices.

4.1.3. The Contractor must provide their own vehicle, equipment, tools, supplies, material and labour.

4.1.4. The Contractor must seek approval from Project Authority before commencing any works within scope of the Contract at the Pingo Canadian Landmark and associated sites.

4.1.5. The boat launch side is very shallow and may not be accessible with all boats and trailers.

4.1.6. The Pingo Canadian Landmark is located in a remote arctic environment.

5. Work Schedule

Parks Canada will provide Work Authorizations to the Contractor outlining the work required at the site. This may require on-site visits with the Contractor and Parks Canada staff. The Contractor will provide Parks Canada a detailed plan of the work to be completed and a quote using the rates established in the Contract, to be signed off by the Project Authority, prior to commencing the work.

6. Deliverables

6.1 The Contractor must respond to the Project Authority within four (04) business days of receiving a Work Authorization to provide a general plan of action.

6.2 All work on the Work Authorization must be completed in a timely manner and the job inspected and approved upon completion by the Project Authority/ Inspection Authority prior to payment.

Solicitation No. - N° de l'invitation
5P420-18-0360/B

Amd. No. - N° de la modif.
00

Contracting Authority - Autorité contractante
Ryan Taylor

Client Ref. No. - N° de réf. du client
n/a

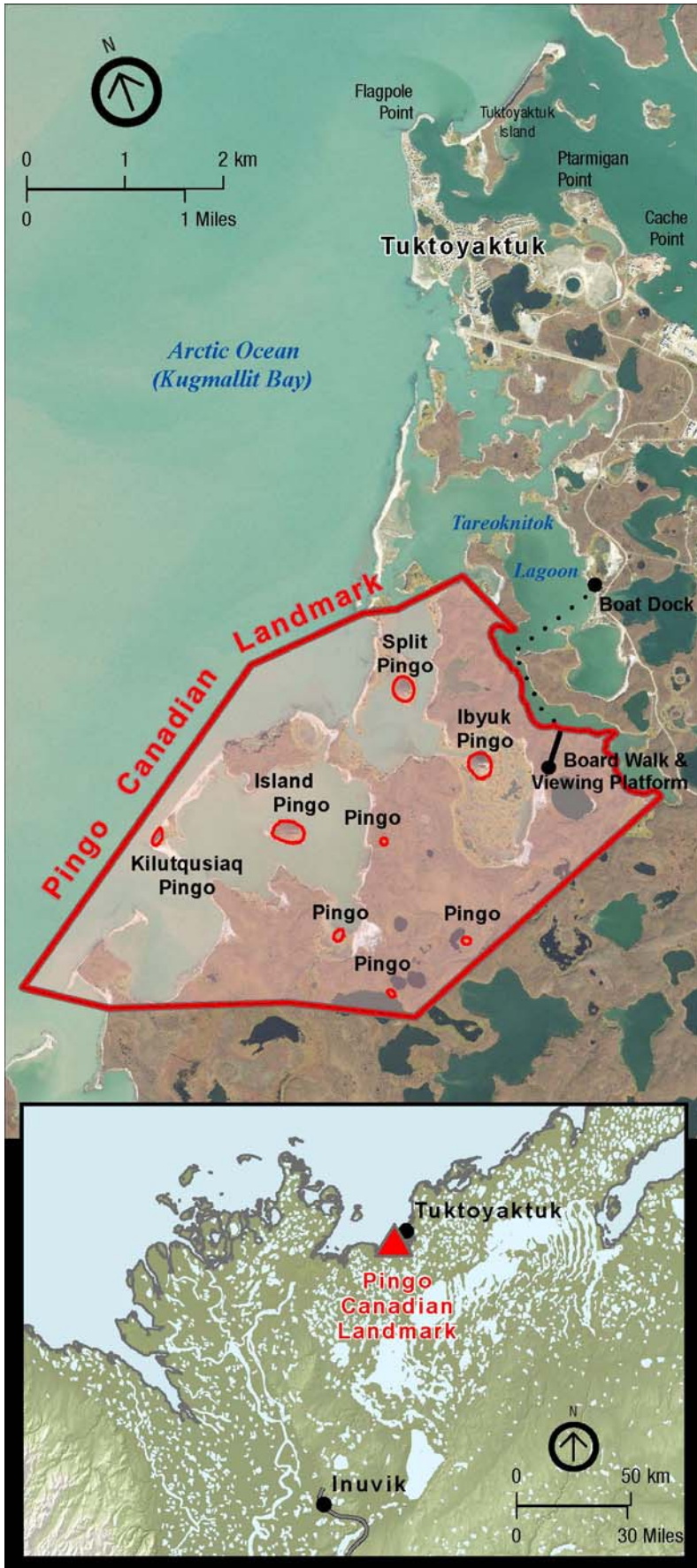
Title - Sujet
Preventative Maintenance of Infrastructure at the Pingo Canadian Landmark – Tuktoyaktuk,
NT

- 6.3** The work site must be kept clean of debris, garbage and cigarette butts while working, and after the work is completed.
- 6.4** After the inspection of the work is approved, the Contractor must provide an invoice for work completed with dates, hours and materials. Records/ receipts for material must be kept for review/ submission to Parks Canada upon request.

7. Payment Schedule

The Contractor must submit an itemized invoice (with breakdown of fees and direct expenses) for services rendered upon completion of the work for each Work Authorization.

APPENDIX A – LOCATION MAP





APPENDIX B – PHOTOGRAPHS OF INFRASTRUCTURE

Photo 1: Boardwalk facing roundabout at end of boardwalk



Photo 2: Boardwalk and dock



Photo 3: Second dock



ANNEX "B"
BASIS OF PAYMENT

**** To Be Completed By the Bidder****

Financial Bid Submission Requirements

- (a) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (b) The Bidder must submit their financial bid in accordance with the Basis of Payment.
- (c) All prices are in Canadian dollars, FOB destination
- (d) Customs duties are included and Applicable Taxes are extra.

FIRM HOURLY RATES - SERVICES

1. Firm Unit Prices - Hourly Rates

In consideration of the Contractor completing all of its obligations under the Contract, the Contractor will be paid firm unit prices in Canadian funds for all costs, including but not limited to all professional, technical, and administrative fees and costs as required to fulfill the requirements of *Annex A – Statement of Work* as defined

Note: Estimated values do not guarantee any commitment of Work by PCA.

A) LABOUR SERVICES

Item No.	Description	Unit of Measurement	Estimated Quantity (a)	Firm Unit Price (b)	Extended Estimated Totals = (a) x (b)
Year one – Date of Contract to December 1, 2019					
1.1.	General Labour	Per Person Per Hour	40 hours	\$ _____	\$ _____
1.2.	Carpentry	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.3.	Steel / Welding	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.4.	Mechanic	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.5	Wildlife Monitor	Per Person Per Hour	16 hours	\$ _____	\$ _____
Year two – Date of Contract to December 1, 2020					
1.6	General Labour	Per Person Per Hour	40 hours	\$ _____	\$ _____
1.7	Carpentry	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.8	Steel / Welding	Per Person Per Hour	8 hours	\$ _____	\$ _____

1.9	Mechanic	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.10	Wildlife Monitor	Per Person Per Hour	16 hours	\$ _____	\$ _____
Year three – Date of Contract to December 1, 2021					
1.11	General Labour	Per Person Per Hour	40 hours	\$ _____	\$ _____
1.12	Carpentry	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.13	Steel / Welding	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.14	Mechanic	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.15	Wildlife Monitor	Per Person Per Hour	16 hours	\$ _____	\$ _____
Year four – Date of Contract to December 1, 2022					
1.16	General Labour	Per Person Per Hour	40 hours	\$ _____	\$ _____
1.17	Carpentry	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.18	Steel / Welding	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.19	Mechanic	Per Person Per Hour	8 hours	\$ _____	\$ _____
1.20	Wildlife Monitor	Per Person Per Hour	16 hours	\$ _____	\$ _____
1. A.	Total Combined Estimated Price for Labour Services Sum of Items 1.1 to 1.20 (excluding applicable tax)				

B) EQUIPMENT AND OPERATOR

Item No.	Description	Unit of Measurement	Estimated Quantity (a)	Firm Unit Price (b)	Extended Estimated Totals = (a) x (b)
Year one – Date of Contract to December 1, 2019					
1.1.	Loader with Operator	Hourly	8	\$ _____	\$ _____
1.2.	Grader with Operator	Hourly	8	\$ _____	\$ _____
1.3.	Dozer with Operator	Hourly	8	\$ _____	\$ _____
1.4.	Compactor with Operator	Hourly	8	\$ _____	\$ _____
1.5	Gravel Truck with Operator	Hourly	8	\$ _____	\$ _____
1.6	Boat with Operator	Hourly	32	\$ _____	\$ _____
1.7	Excavator with Operator	Hourly	5	\$ _____	\$ _____
Year two – Date of Contract to December 1, 2020					
1.8	Loader with Operator	Hourly	8	\$ _____	\$ _____
1.9	Grader with Operator	Hourly	8	\$ _____	\$ _____
1.10	Dozer with Operator	Hourly	8	\$ _____	\$ _____
1.11	Compactor with Operator	Hourly	8	\$ _____	\$ _____
1.12	Gravel Truck with Operator	Hourly	8	\$ _____	\$ _____
1.13	Boat with Operator	Hourly	32	\$ _____	\$ _____
1.14	Excavator with Operator	Hourly	5	\$ _____	\$ _____
Year three – Date of Contract to December 1, 2021					
1.15	Loader with Operator	Hourly	8	\$ _____	\$ _____

1.16	Grader with Operator	Hourly	8	\$ _____	\$ _____
1.17	Dozer with Operator	Hourly	8	\$ _____	\$ _____
1.18	Compactor with Operator	Hourly	8	\$ _____	\$ _____
1.19	Gravel Truck with Operator	Hourly	8	\$ _____	\$ _____
1.20	Boat with Operator	Hourly	32	\$ _____	\$ _____
1.21	Excavator with Operator	Hourly	5	\$ _____	\$ _____
Year four – Date of Contract to December 1, 2022					
1.22	Loader with Operator	Hourly	8	\$ _____	\$ _____
1.23	Grader with Operator	Hourly	8	\$ _____	\$ _____
1.24	Dozer with Operator	Hourly	8	\$ _____	\$ _____
1.25	Compactor with Operator	Hourly	8	\$ _____	\$ _____
1.26	Gravel Truck with Operator	Hourly	8	\$ _____	\$ _____
1.27	Boat with Operator	Hourly	32	\$ _____	\$ _____
1.28	Excavator with Operator	Hourly	5	\$ _____	\$ _____
1. B.	Total Combined Estimated Price for Labour Services Sum of Items 1.1 to 1.28 (excluding applicable tax)				

COST PLUS - MATERIALS, COMPONENTS AND PRODUCTS

2. Cost Plus

The provision of all materials, components and products as required to perform the Work in accordance with Annex "A" – Statement of Work will be supplied at cost plus. All materials, components and products provided by the Contractor are on an "As Required" basis and must be pre-approved by the Parks Canada Agency Project Authority. These expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Description		Firm % Rate (a)	Estimated Cost Value (b)	Extended Estimated Total (a) x (b) + (b)
Example		5% = (0.05)	\$1,000.00	\$1,050.00
2.	For the provision of materials, components and products as required to perform the Work in accordance with the approved Work Authorization	Cost + _____%	\$14,000.00	\$_____

ESTIMATED TOTAL COMBINED EVALUATED BID PRICE

3. Total Bid

The total evaluated bid price is the sum of Tables 1. A) + 1. B) + Table 2:

ESTIMATED TOTAL COMBINED EVALUATED BID PRICE (Tables 1. A + 1. B + Table 2) Excluding applicable tax	\$
---	----

Notes:

- (a) Unidentified costs will not be allowable under the Contract unless there is a change to the work requirements and addressed by a contract amendment issued by the Contracting Authority;
- (b) Additional payment terms and conditions will not apply to the contract; and
- (c) Customs duties are included and Applicable Taxes are extra.

ANNEX "C"
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		
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

ANNEX "D"
INTEGRITY PROVISIONS – LIST OF NAMES FORM

**** To Be Completed By the Bidder****

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the bidder or offeror's organizational structure:

Instructions

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

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

Organizational Structure: <input type="checkbox"/> Corporate Entity <input type="checkbox"/> Privately Owned Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership
--

List of Names (see instructions above)

Name	Title

Declaration

I, (name) _____, (position) _____
_____, of (supplier's name) _____

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

Signature

****Please include with your bid****