



# RETURN BIDS TO: RETOURNER LES SOUMISSIONS Á: Parks Canada Agency Bid Receiving Unit National Contracting Services

# Bid Email: \_

# pc.soumissionsestbidseast.pc@canada.ca

This is the only acceptable email address for responses to bid solicitation. Bids submitted by email directly to the Contracting Authority or to any other email address may not be accepted.

The maximum email file size is 25 megabytes. PCA is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

# INVITATION TO TENDER APPEL D'OFFRES

#### Tender To: Parks Canada Agency

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

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

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

Comments - Commentaries

Issuing Office - Bureau de distribution

Parks Canada Agency
Ville de Québec

	<b>Title-Sujet</b> Repair of the roof of the Hyman store Forillon national park					
	Solicitation No No. de l'invitation 5P201-20-0039A			<b>Date:</b> August 20, 2020		
	GETS Reference No. – No de reference d SEAG PW-20-00923723			Client Ref. No. – No. de réf du client. 2167		
	Solicitation	ı Closes – L'invitation	'invitation prend fin :			
	<b>at</b> – <b>à</b> 2:00 PM	<b>on</b> – <b>le</b> September 08, 2020	Tim EDT	Time Zone - Fuseau horaire EDT		
	F.O.B F.A.B. Plant-Usine:  Destination:			☑ Other-Autre: □		
	Address Inquiries to: - Adresser toute demande de renseignements à :					
	Patrice Déry Patrice.dery@canada.ca			ea		
	Telephone No No de téléphone			Fax No. – No de FAX:		
	(819) 247-3038			N/A		
	Destination of Goods, Services, and Construction: Destinations des biens, services et construction:					
See Herein – Voir aux présentes						

#### TO BE COMPLETED BY THE BIDDER À ÊTRE COMPLÉTER PAR LE SOUMISSIONAIRE

Vendor/Firm Name – Nom du fournisseur/de l'entr	repreneur		
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

# BIDS RECEIVED BY FAX AND EMAIL WILL BE ACCEPTED AS OFFICIAL.

## BIDS RECEIVED IN-PERSON OR BY COURIER MAY NOT BE ACCEPTED.

The only acceptable email address for responses to bid solicitations is (pc.soumissionsest-bidseast.pc@canada.ca). Bids submitted by email directly to the Contracting Authority or to any email address other than (pc.soumissionsest-bidseast.pc@canada.ca) may not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 25 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

Emails with links to bid documents will not be accepted. Bid documents must be sent as email attachments.

#### **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) (2019-05-30)

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

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

- GI01 Integrity Provisions Bid
- GI02 Completion of Bid
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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 (2020-05-28)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R

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

3. Bids received by email will be accepted as official. Bids received in-person or by courier may not be accepted.

R2710T section Gl09, add following paragraph;

- 5. Bids received by fax and email will be accepted as official and must meet the following requirements:
- a. Must be completed on the Bid and Acceptance Form
- b. Must indicate
  - Project number
  - Solicitation number
  - Bidder's name
  - Closing Date and Time
- c. Bidder must provide an electronic copy of their bid security. PCA will verify the validity of the bid security after closing.
- d. Must be received before tender closing time by email at pc.soumissionsest-bidseast.pc@canada.ca).

#### SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender Page 1 at e-mail address Patrice.dery@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

1. In the context of COVID19, there will be no visit organized by the PCA. Interested bidders should use their own means to conduct a site visit.

#### SI04 REVISION OF BID

#### SI05 BID RESULTS

- 1. There will be no public opening at bid deposit time.
- Following solicitation closing, bid results may be obtained by emailing patrice.dery@canada.ca

#### 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 GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and negotiate, with the Bidder submitting the lowest compliant bid, a corresponding reduction in its bid price.
  - (b) by more than 15%, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of GI11 of the General Instructions to Bidders, award the Contract to the Bidder submitting the lowest compliant bid; or
    - (iii) Revise the scope of the work accordingly and invite those who submitted compliant bids at the original solicitation to re-bid the work.
- 2) If negotiations or a re-bid are undertaken as is contemplated in subparagraphs 1)(a)(iii) or 1)(b)(iii) above, Bidders shall retain the same subcontractors and suppliers as they carried in their original bids.
- 3) If Canada elects to negotiate a reduction in the bid price as is contemplated in subparagraph 1)(a)(iii) herein and the negotiations fail to reach an agreement, Canada shall then exercise either of the options referred to subparagraphs 1)(a)(i) or 1)(a)(ii)

#### SI07 BID VALIDITY PERIOD

- 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
  - continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - cancel the invitation to tender.
- 4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

#### SI08 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

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-quidelines/standard-acquisition-clauses-and-conditions-manual/5/R

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting <a href="http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/formulaires-forms-eng.html">http://www.tpsgc-pwgsc.gc.ca/app-acg/forms/formulaires-forms-eng.html</a>

**Declaration Form** 

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

Trade agreements

https://buyandsell.gc.ca/policy-and-quidelines/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	GC2 Administration of the Contract		(2016-01-28);	
GC3	Execution and Control of the Work	R2830D	(2019-11-28);	
GC4	Protective Measures	R2840D	(2008-05-12);	
GC5 Terms of Payment		R2850D	(2019-11-28);	
GC6 Delays and Changes in the Work		R2865D	(2019-05-30);	
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);	
GC8	GC8 Dispute Resolution		(2019-11-28);	
GC9	GC9 Contract Security		(2018-06-21);	
GC10 Insurance R2900D (2008				
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.

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.

Signature

File Name - Nom du dossier Repair of the roof of the Hyman store Forillon national park

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

BA01 IDENTIFICATION  Repair of the roof of the Hyman store- Forillon national park							
BA02 BUSINESS NAME AND ADDRESS OF BIDDER  Name:							
							Address:
Teleph	hone: Fax: PBN:						
E-mail	il address:						
The Bi	THE OFFER  Bidder offers to Canada to perform and complete the Work for the above named project in accordance ments for the Total Bid Amount of						
\$	excluding Applica (amount in numbers)	ble Taxe(s).					
	(amount in numbers)						
	ers are reminded that it is their responsibility to include in their bid all work as described in the drawing fications.	js and					
	BID VALIDITY PERIOD id must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.						
Upon a	ACCEPTANCE AND CONTRACT acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and locuments forming the Contract will be the Contract Documents identified in "Contract Documents (Cl						
	CONSTRUCTION TIME Contractor must perform and complete the Work by October 23, 2020.						
The Bi	BID SECURITY  Bidder must enclose bid security with its bid in accordance with GI08 - Bid Security Requirements of Firal Instructions - Construction Services - Bid Security Requirements.	₹2710T -					
BA08	SIGNATURE						
Name	e and title of person authorized to sign on behalf of Bidder						

Date

#### **APPENDIX 1 - INTEGRITY PROVISIONS**

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

**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

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

iii. Bidders that are a partnership do not need to provide a list of names.

information. Providing the required names is a mandatory requirement for award of a contract or real property agreeme 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.					

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

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Travaux publics et Services gouvernementaux Canada Public Works and Government Services Canada

# **CERTIFICATE OF INSURANCE**

Page 1 of 2

Description and Location of Work Repair of the roof of the Hyman store Forillon national park					Contract No. 5P201-20-0039A Project No. 2167	
Name of Insurer, Broker or Agent	Address (No., Street)		City	Province Postal		code
Name of Insured (Contractor)	Address (No., Street)		City Pr		Province	Postal Code
Additional Insured						
Her Majesty the Queen in ri Environment for the purpos						inister of the
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y		Limits of Liab	ility
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)  Telephone number						
Signature Date D/M/Y						

# 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.

Client Ref. No. - N° de réf. du client 2167

File Name - Nom du dossier Repair of the roof of the Hyman store Forillon national park

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		
General Description of Work to be Completed		

Client Ref. No. - N° de réf. du client 2167

File Name - Nom du dossier Repair of the roof of the Hyman store Forillon national park

# Mark "Yes" where applicable.

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

	(contractor), certify that I have read, understood and attest that my firm, bly with the requirements set out in this document and the terms and
Name	Signature
Date	