



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

**Bid Fax:** 1-855-983-1808  
**Bid Email:** [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.ca)

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

The maximum email file size is 15 megabytes. Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to bid documents will not be accepted.

**INVITATION TO TENDER**  
**APPEL D'OFFRES**

**Tender To: Parks Canada Agency**  
 We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

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

This procurement is reserved for beneficiaries of the following Comprehensive Land Claims Agreement(s) (CLCAs): Nunavut Land Claims Agreement under the Treasury Board Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area.

Only Inuit businesses listed on the Inuit Firm Registry (IFR) are eligible to submit bids: <https://inuitfirm.tunnngavik.com/>

Issuing Office - Bureau de distribution

**Parks Canada Agency**  
**Québec, G1R 3Z8**

<b>Title-Sujet</b> Garage Construction in Resolute Bay, Nunavut		
<b>Solicitation No. - No. de l'invitation</b> 5P468-22-0210/A		<b>Date:</b> January 19, 2023
<b>GETS Reference No. – No de référence de SEAG</b> PW-23-01022140		<b>Client Ref. No. – No. de réf du client.</b> N/A
<b>Solicitation Closes – L'invitation prend fin :</b>		
<b>at – à</b> 2:00 PM	<b>on – le</b> February 9, 2023	<b>Time Zone - Fuseau horaire</b> EST-HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b> Cloë Pelland Tessier <a href="mailto:cloe.pelland-tessier@pc.gc.ca">cloe.pelland-tessier@pc.gc.ca</a>		
<b>Telephone No. - No de téléphone</b> 418 928-7252		<b>Fax No. – No de FAX:</b> 855 983-1808
<b>Destination of Goods, Services, and Construction:</b> <b>Destinations des biens, services et construction:</b> See Herein – Voir aux présentes		

**TO BE COMPLETED BY THE BIDDER**  
**À ÊTRE COMPLÉTÉ PAR LE SOUMISSIONNAIRE**

<b>Vendor/Firm Name – Nom du fournisseur/de l'entrepreneur</b>	
<b>Address - Adresse</b>	
<b>Name of person authorized to sign on behalf of the Vendor/Firm</b> <b>Nom de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur</b>	
<b>Title - Titre</b>	
<b>Telephone No. - N° de téléphone:</b> _____	
<b>E-mail Address - Adresse E-mail:</b> _____	
<b>Signature</b>	<b>Date</b>

## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

This procurement is reserved for beneficiaries of the following Comprehensive Land Claims Agreement(s) (CLCAs): Nunavut Land Claims Agreement under the Treasury Board Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area.

**Only Inuit businesses listed on the Inuit Firm Registry (IFR) are eligible to submit bids:**

<https://inuitfirm.tunnngavik.com/>

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

**BIDS RECEIVED IN-PERSON OR BY COURIER WILL NOT BE ACCEPTED.**

The only acceptable email address for responses to bid solicitations is [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.ca). Bids submitted by email directly to the Contracting Authority or to any email address other than [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.ca) will not be accepted.

The only acceptable facsimile for responses to bid solicitations is **1-855-983-1808**.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Bidder is responsible for any failure attributable to the transmission or receipt of the emailed bid due to file size.

The Bidder should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Bidder should send the bid in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

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

### REVISIONS TO BID AND CONTRACT SECURITY

Bidders are advised that the requirement for the submission of bonds has been revised. Bidders should submit their bonds in accordance with these revised instructions as identified below.

GI08 of [R2710T](#) has changed, see SI05 Bid Security Requirements.

GC9.2.2 of [R2890D](#) has changed, see SC07 Types and Amounts of Contract Security

### CONTRACTOR SELECTION / INUIT BENEFITS PLAN

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

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

### COMPREHENSIVE LAND CLAIM AGREEMENT (CLCA)

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

### DIRECT DEPOSIT

Solicitation No. - N° de l'invitation  
5P468-22-0210/A

Amd. No. - N° de la modif.  
-

Contracting Authority - Autorité contractante  
Cloë Pelland Tessier

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

File Name - Nom du dossier  
Garage Construction in Resolute Bay, Nunavut

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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>

**Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI06 for further Instructions.**

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### **R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-12-01)**

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

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

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Solicitation No. - N° de l'invitation  
5P468-22-0210/A

Amd. No. - N° de la modif.  
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Contracting Authority - Autorité contractante  
Cloë Pelland Tessier

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

File Name - Nom du dossier  
Garage Construction in Resolute Bay, Nunavut

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**APPENDIX "1" COMBINED PRICE FORM**  
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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 BID DOCUMENTS

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2022-12-01)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

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

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

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

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

R2710T section G109, 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 at fax number 1-855-983-1808 or by email at [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.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 [cloe.pelland-tessier@pc.gc.ca](mailto:cloe.pelland-tessier@pc.gc.ca) . Except for the approval of alternative materials as described in G115 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 AND BIDDERS' CONFERENCE

There will be no site visit.

A bidders' conference will be held via teleconference on **January 31, 2023**. The conference will begin at **1:00 PM EST- HNE**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. Project *5P468-22-0209/A Reconstruct House on Lot 6 Block 5 in Resolute Bay, Nunavut* will also be discussed at the conference as both projects have a similar scope of work. It is recommended that bidders who intend to submit a bid participate.

**Bidders are requested to communicate with the Contracting Authority before the conference to confirm participation and obtain the dial-in coordinates.** Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be participating and a list of issues they wish to table no later than January 30, 2023 at 1:00 PM EST- HNE.

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

### SI04 REVISION OF BID

A bid may be revised by facsimile or email in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is **1-855-983-1808** and email is [soumissionsami-bidsrpc@pc.gc.ca](mailto:soumissionsami-bidsrpc@pc.gc.ca).

### SI05 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
- 2.1 A bid bond must be submitted in an electronic format if it meets the following criteria:
  - a. The version submitted by the Bidder should be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
  - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
  - d. Verification will be confirmed by the Surety Company, or an approved verification service provider of the Surety Company.
  - e. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration.
- 2.2 Bonds failing the verification process will NOT be considered valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

### SI06 BID RESULTS

1. There will be no public opening at bid deposit time.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by emailing [cloe.pelland-tessier@pc.gc.ca](mailto:cloe.pelland-tessier@pc.gc.ca)

#### **SI07 INSUFFICIENT FUNDING**

- 1) In the event that the lowest compliant bid exceeds the amount of funding Canada has allocated for the work
  - (a) by 15% or less, Canada, at its sole discretion, shall either
    - (i) Cancel the solicitation; or
    - (ii) Obtain additional funding and, subject to the provisions of 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)

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

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

#### **SI09 CONSTRUCTION DOCUMENTS**

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



## **SI10 COMPREHENSIVE LAND CLAIM AGREEMENT**

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

## **SI11 INUIT BENEFITS PLAN (IBP)**

The Bidder must include an Inuit Benefits Plan (IBP) as part of their proposal, refer to Appendix "3".

As a requirement of this contract, the Contractor must ensure provision of specific and agreed upon benefits for Inuit People in the Area of the Contract. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document.

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be 30% for the IBP and 70% for the price.

See "Appendix 3 - Inuit Benefits Plan" for Instructions to Bidders and the Evaluation Criteria.

## **SI12 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>

CanadaBuys Tender opportunities page  
<https://canadabuys.canada.ca/en/tender-opportunities>

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)  
[https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504\\_2017.pdf](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504_2017.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 PWGSC-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	<u>R2810D</u>	(2022-12-01);
GC2	Administration of the Contract	<u>R2820D</u>	(2016-01-28);
GC3	Execution and Control of the Work	<u>R2830D</u>	(2019-11-28);
GC4	Protective Measures	<u>R2840D</u>	(2008-05-12);
GC5	Terms of Payment	<u>R2850D</u>	(2019-11-28);
GC6	Delays and Changes in the Work	<u>R2865D</u>	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	<u>R2870D</u>	(2018-06-21);
GC8	Dispute Resolution	<u>R2880D</u>	(2019-11-28);
GC9	Contract Security	<u>R2890D</u>	(2022-12-01);
GC10	Insurance	<u>R2900D</u>	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	<u>R2950D</u>	(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 CHANGES TO THE GENERAL CONDITIONS**

**ADD** the following to GC8.4 of R2880D (2019-11-28)

GC8.4.5. The time periods for commencing and completing negotiations set out in GC8.4.1, GC8.4.2, and GC8.4.3 may be extended by Canada for a period of up to 30 days, if, in the sole opinion of Canada, an extension is required for any of the following reasons:

- a) the dispute is complex such that an assessment of the claim by a third party or other professional is required;

- b) during the course of negotiations, the Contractor raises new issues or items that were not identified in the notice of dispute;
- c) if Canada or the Contractor requires additional time to consult or otherwise engage legal representation to advise on the dispute; and
- d) if Canada or the Contractor is unable to commence or participate in negotiations due to circumstances that are unforeseen and beyond the control of Canada or the Contractor, as the case may be.

#### **SC04 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES**

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

#### **SC05 TYPES AND AMOUNTS OF CONTRACT SECURITY**

Remove and Replace GC9.2.2. with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They are to be in the form of Signed and Sealed electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
  - 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
  - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
  - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

5P468-22-0210/A - Garage Construction in Resolute Bay, Nunavut

Work of this contract comprises the provision of all construction, labour and materials, equipment and temporary facilities and all other goods and services required to build a garage in Resolute Bay, NU in conformance with the Contract Documents.

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

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

Operating Name (if any): \_\_\_\_\_

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, 2027**.

### 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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 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.

Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications.

### LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Extended amount applicable tax(es) extra
1	Division 3 and 31	All work in Division 3 and 31	Lump Sum	\$
2	Balance of project	All work related to remainder of project excluding division 3 and 31	Lump Sum	\$
<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable tax(es)				\$



## APPENDIX 3 - 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 unverifiable 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 **30 %** Inuit Benefits Plan and **70 %** for the price.

The highest point rated compliant bid will be recommended for contract award.

IBP Score = Bidder' Points x 30 % Maximum Points

Cost Score = Lowest Bid x 70 % Bidder' Price

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and multiplied by 70 % as shown in example table below.

The table below illustrates **an example** where all three bids are responsive and the selection of the contractor is determined by a ratio of 30 % for IBP and 70 % for price. The total available points equal 100 and the lowest evaluated price is \$50,000.

Basis of Selection - Highest Combined Rating IBP and Price				
		Bidder 1	Bidder 2	Bidder 3
<b>Inuit Benefits Plan score</b>		25/30	30/30	22/30
<b>Bid Evaluated Price</b>		\$70,000.00	\$60,000.00	\$50,000.00
<b>Calculations</b>	<b>Inuit Benefits Plan score</b>	25/30 x 30 = 25.00	30/30 x 30 = 30.00	22/30 x 30 = 22.00
	<b>Pricing Score</b>	50/70 x 70 = 50.00	50/60 x 70 = 58.33	50/50 x 70 = 70.00
<b>Combined Rating</b>		75.00	88.33	92.00
<b>Overall Rating</b>		3rd	2nd	1st



## QUALIFICATIONS - TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Inuit Benefits Plan rating	0 - 30	30	0 - 30
Price Rating	0 - 70	70	0 - 70
Total Score		100	0 - 100

The Construction General Contractor receiving the highest Total Score (Combined Rating) is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the Construction General Contractor submitting the lower price for the services will be selected.

(See Part D – Inuit Benefits Plan Penalty Conditions)

## INUIT BENEFIT PLAN CRITERIA

The requirements of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the King in Right of Canada apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.

Inuit Benefits Criteria (IBC)		
1	Inuit employment: to evaluate the employment of Inuit labour.	Points
	<p>The employment of onsite Inuit in carrying out the work under 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 = 0-10 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><b>Bidder guarantees 65% of labor hours will be Inuit = 65 % x 10 = 6.5 points</b></p> <p><b>NOTE:</b> Bidders 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 (ie.labor plan estimate).</p> <p>Verification of Inuit businesses will be made through: The Inuit Firm Registry Database <a href="http://inuitfirm.tunnngavik.com/">http://inuitfirm.tunnngavik.com/</a></p>	/10
2A	<b>Inuit ownership</b> (prime contractor and subcontractors): to evaluate whether the bidder is an Inuit firm on the IFR, and whether Inuit firms on the IFR will be engaged as subcontractor(s) in carrying out the government contract	/5
2B	<b>Sub-contractors / suppliers:</b> <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</b>	/5

	<p><b>procurement of supplies and equipment from the Inuit from the Nunavut Settlement Area associated with the Contract.</b></p> <p><b>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.</b></p> <p><b>Bidders should provide their guarantee of Inuit Subcontractors in accordance with the following:</b></p> <p><b>Estimated value of Contract: \$_____ - Less Non-Inuit subcontracting: \$_____ = Total guaranteed for Inuit Subcontractors/Suppliers: \$_____</b></p> <p><b>Points will be assigned to bidder as follows:</b></p> <p><b>Total guaranteed Inuit sub-contracting / Estimated value of contracting = ___a___ %</b></p> <p><b>Points will be assigned based on a percentage % of the total points available:</b> <b>___a___ % x total points available = assigned points</b></p> <p><b>Example:</b></p> <p><b>Estimated value of Contract: \$100,000 - Less Non-Inuit subcontracting: \$ 45,000 = Total guaranteed for Inuit Subcontractors/Suppliers: \$ 55,000</b> <b>\$55,000 / \$100,000 = 0.55 x 5 = 2.75 points</b></p> <p><b>NOTE:</b> <b>Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Inuit subcontractors.</b></p>	
	<p>Verification of Inuit businesses will be made through: The Inuit Firm Registry Database <a href="http://inuitfirm.tunnngavik.com/">http://inuitfirm.tunnngavik.com/</a></p>	
<b>Nunavut Benefits Criteria (NBC)</b>		
<b>1</b>	<p><b>Location in the NSA:</b> to evaluate whether the bidder or the subcontractor(s) have head offices, administrative offices or other facilities in the Nunavut Settlement Area (NSA).</p>	<b>/10</b>
	<p>Verification of Inuit businesses will be made through: The Inuit Firm Registry Database <a href="http://inuitfirm.tunnngavik.com/">http://inuitfirm.tunnngavik.com/</a></p>	

Criteria	Total Points Available	Total Score
<b>Inuit employment:</b>	10	/10
<b>Inuit ownership / Sub-contractors / suppliers:</b>	10	/10
<b>Location in the NSA</b>	10	/10
<b>Grand Total</b>		<b>/30</b>



**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: Cloë Pelland Tessier  
Email: [cloe.pelland-tessier@pc.gc.ca](mailto:cloe.pelland-tessier@pc.gc.ca)

**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 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		

**TABLE 3 – 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 = \_\_\_\_\_ %

<b>Company Name</b>	<b>Inuit Company</b>	<b>Non-Inuit Company</b>
Contractor must include the value of Sub-Contracted work		

Solicitation No. - N° de l'invitation  
5P468-22-0210/A

Amd. No. - N° de la modif.  
-

Contracting Authority - Autorité contractante  
Cloë Pelland Tessier

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

File Name - Nom du dossier  
Garage Construction in Resolute Bay, Nunavut

**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.***

**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 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 0.50% of the final contract value may be deducted from the final payment or hold back provisions.
3. 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 0.50% of the final contract value may be deducted from the final payment or hold back provisions.
4. 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.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. 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 ONSITE INUIT LABOUR PENALTY</b>			
<b>ITEM#</b>	<b>REQUIREMENT</b>	<b>WEIGHT</b>	<b>SCORE</b>
<b>1</b>	<p><b>Calculate the percentage of guarantee achieved for Onsite Inuit content based on the following formula, where:</b></p> <p>Guarantee percentage = Achieved = _____% * 60% Proposed %</p> <p><b>Notes:</b> percentage of 50% or less receives zero points</p>	<b>60</b>	
<b>2</b>	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite <b>Inuit</b> employment 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 employment guarantee.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP employment guarantee.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP employment guarantee.</p>	<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 0.50%		
<b>5</b>	<b>COMMENTS/JUSTIFICATIONS:</b>		
<b>6</b>	<b>SIGNATURE OF EVALUATION PANEL:</b>  Departmental Representative: _____ Technical Authority: _____ Contracting Officer (PCA): _____		

<b>TABLE 1B - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER PENALTY</b>			
<b>ITEM#</b>	<b>REQUIREMENT</b>	<b>WEIGHT</b>	<b>SCORE</b>
<b>1</b>	<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>	<b>60</b>	
<b>2</b>	<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>	<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 0.50% \$	<b>\$</b>	
<b>5</b>	<b>COMMENTS/JUSTIFICATIONS:</b>		
<b>6</b>	<b>SIGNATURE OF EVALUATION PANEL:</b>  Departmental Representative: _____ Technical Authority: _____ Contracting Officer (PCA): _____		

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

**CERTIFICATE OF INSURANCE**



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work  Construction of a garage in Resolute Bay, Nunavut	Contract No. 5P468-22-0210
	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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Name of Insured (Contractor)	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

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

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</b>				\$	\$	\$
<b>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'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 His Majesty the King in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency.

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

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

### Commercial General Liability

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

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

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

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; 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
Contracting Authority Cloë Pelland Tessier	3 Passage du Chien-d'Or Québec QC G1R 3Z8	418 928-7252 <a href="mailto:cloe.pelland-tessier@pc.gc.ca">cloe.pelland-tessier@pc.gc.ca</a>
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work Resolute Bay, Nunavut
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General Description of Work to be Completed Work of this contract comprises the provision of all construction, labour and materials, equipment and temporary facilities and all other goods and services required to build a garage in Resolute Bay, NU in conformance with the Contract Documents.
--

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 \_\_\_\_\_