

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Travaux publics et Services gouvernementaux  
Canada**  
**Place Bonaventure, portail Sud-Est**  
**800, rue de La Gauchetière Ouest**  
**7 ième étage**  
**Montréal**  
**Québec**  
**H5A 1L6**  
**FAX pour soumissions: (514) 496-3822**

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

**Tender To: Public Works and Government Services  
Canada**

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: Travaux Publics et Services  
Gouvernementaux 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**

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


**Issuing Office - Bureau de distribution**  
**Travaux publics et Services gouvernementaux Canada**  
**Place Bonaventure, portail Sud-Est**  
**800, rue de La Gauchetière Ouest**  
**7 ième étage**  
**Montréal**  
**Québec**  
**H5A 1L6**

<b>Title - Sujet</b> Kuujjuaq - Pavage aéroport		
<b>Solicitation No. - N° de l'invitation</b> EF997-140138/A		<b>Date</b> 2013-05-09
<b>Client Reference No. - N° de référence du client</b> R.062724.001		<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTC-065-12313
<b>File No. - N° de dossier</b> MTC-3-36024 (065)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-05-30</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<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 Enquiries to: - Adresser toutes questions à:</b> Duval, Diane		<b>Buyer Id - Id de l'acheteur</b> mtc065
<b>Telephone No. - N° de téléphone</b> (514) 496-3864 ( )		<b>FAX No. - N° de FAX</b> (514) 496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Transports Canada Aéroport Kuujjuaq Kuujjuaq, Qc		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> .	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		N° du documentEF997-140138/A		Part - Partie 1 of - de 2 See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions		
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Kuuujjuaq - Pavage aéroport	EF997	EF997	1	LOT	\$XXXXXXXXXXXX	.	

Solicitation No. - N° de l'invitation

EF997-140138/A

Amd. No. - N° de la modif.

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

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R.062724.001

MTC-3-36024

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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### LAND CLAIM SET-ASIDE

This requirement is reserved for individuals defined as "Inuits", as defined in chapter 3 of the JBNQA (paragraphs. 3.1.2, 3.2.1, 3.2.2 and 3.2.3). In respect to aboriginal Inuits businesses, they must be located south of the 55th parallel or, for the Inuits communities concerned, south of the 55.5th parallel, as described in chapter 5 of the JBNQA. Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people".

#### CLAUSES REFERRED TO BY NUMBER (I.E. R2890D) CAN BE FOUND AT THE FOLLOWING WEB SITE

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

#### ASPHALT CEMENT PRICE ADJUSTMENT

This solicitation includes a price adjustment clause for asphalt cement. Refer to the Supplementary Conditions.

## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries During the Solicitation Period
SI03	[Mandatory] Site Visit
SI04	Revision of Bid
SI05	Bid Results
SI06	Insufficient Funding
SI07	Bid Validity Period
SI08	Construction Documents
SI09	Security Clearance
SI10	Transmission of the Bid by Facsimile or Email
SI11	Web Sites

### GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2013-04-25)

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	Code of Conduct and Certification - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Goods and Services Tax/Harmonized Sales Tax
GI05	Quebec Sales Tax
GI06	Capital Development and Redevelopment Charges
GI07	Registry and Pre-qualification of Floating Plant
GI08	Listing of Subcontractors and Suppliers
GI09	Bid Security Requirements
GI10	Submission of Bid
GI11	Revision of Bid
GI12	Rejection of Bid
GI13	Bid Costs
GI14	Procurement Business Number
GI15	Compliance With Applicable Laws
GI16	Approval of Alternative Materials
GI17	Performance Evaluation
GI18	Conflict of Interest-Unfair Advantage

### SUPPLEMENTARY CONDITIONS (SC)

SC01	Insurance Terms
SC02	Asphalt Price Adjustment

### CONTRACT DOCUMENTS (CD)

#### BID AND ACCEPTANCE FORM (BA)

BA01	Identification
BA02	Business Name and Address of Bidder
BA03	The Offer
BA04	Bid Validity Period
BA05	Acceptance and Contract
BA06	Construction Time
BA07	Bid Security
BA08	Signature

Solicitation No. - N° de l'invitation

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R.062724.001

MTC-3-36024

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**APPENDIX 1 - COMBINED PRICE FORM**

**APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER**

**APPENDIX A - THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

**APPENDIX B - CERTIFICATION REQUIREMENTS FOR THE PROGRAM FOR ABORIGINAL BUSINESS**

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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 to Bidders R2710T (2013-04-25);
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendice(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 to Bidders 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>

### **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 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI16 of R2710T "General Instructions to Bidders", enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### **SI03 SITE VISIT**

There is no site visit

### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI11 of R2710T "General Instructions to Bidders". The facsimile number for receipt of revisions is ( 514) 496-3822.

**SI05 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling at (514) 496-3388.

**SI06 INSUFFICIENT FUNDING**

In the event that the lowest compliant bid exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

**SI07 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI07 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI07 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 GI12 of R2710T "General Instructions to Bidders".

**SI08 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of five (5), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

**SI09 TRANSMISSION OF THE BID BY FACSIMILE OR EMAIL**

Bids transmitted by facsimile or email are not accepted.

**SI10 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

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.pdf>

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

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

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

Schedules of Wage Rates for Federal Construction Contracts

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)

PWGSC, Industrial Security Services [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html)

PWGSC, Code of Conduct and Certifications

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>



## SUPPLEMENTARY CONDITIONS (SC)

### SC01 AVIATION LIABILITY INSURANCE G2030C (2008-05-12)

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, 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 \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation 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, represented by Public Works and Government Services Canada.
  - b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c) 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.
  - d) 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.
  - e) Employees and, where applicable, Volunteers must be included as Additional Insured.
  - f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
  - g) 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.
  - h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i) Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
  - j) Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
  - k) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.

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- of
- l) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
  - m) Control Tower Liability: To cover for all liabilities arising from the ownership and/or operations of air traffic control towers
  - n) Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
  - o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Insured under the insurance policy, the Insurer must promptly contact the General of Canada to agree on the legal strategies by sending a letter, or by courier, with an acknowledgement of receipt.
- Named Attorney by registered mail

For the province of Quebec, send to:

Director Business Law Directorate,

Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**SC02 ASPHALT CEMENT PRICE ADJUSTMENT**

1. The price of asphalt cement incorporated into hot mix asphalt shall be adjusted for each month in which paving occurs when the price index for that month differs by more than 5% from the price index for the month prior to bid closing. The price adjustment shall be calculated in accordance with the applicable price adjustment formula of paragraph 2..
2. Price Adjustment formulae:
  - a. When the price index, for the month in which paving occurs, is higher than 105% of the price index for the month prior to bid closing, Canada shall pay the Contractor a compensation of:  
(Example based on a 5% increase)  
 $PA = (IM - 1.05 IB) \times \text{quantity of asphalt cement in tonnes}$
  - b. When the price index, for the month in which paving occurs, is less than 95% of the price index for the month prior to bid closing, Canada shall deduct an amount from the monthly payment to the Contractor of:  
(Example based on a 5% decrease)  
 $PA = (.95IB - IM) \times \text{quantity of asphalt cement in tonnes}$

PA = payment adjustment for asphalt cement, in dollars  
 IB = asphalt cement price index for the month prior to bid closing  
 IM = asphalt cement price index for the month in which paving occurs

The price index shall be the Asphalt Cement Price Index published monthly by the Ontario Ministry of Transportation (MTO) in the Contract Bulletin displayed on the MTO Web site [www.raqs.mto.gov.on.ca](http://www.raqs.mto.gov.on.ca). This price index shall be used to calculate the adjustment per tonne of all grades of asphalt cement accepted into the Work.
3. For each month in which a payment adjustment is made, Canada shall use the fixed asphalt cement content of the final job mix formula to determine the asphalt cement quantity that is used.
4. The payment adjustments shall be made on the monthly Request for Progress Payment form for the months in which hot mix paving occurs.

## 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	R2810D	(2013-04-25)
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2013-04-25);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2012-07-16);
GC9 Contract Security	R2890D	(2012-07-16);
GC10 Insurance	R2900D	(2008-05-12);
Supplementary Conditions		
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;		
  - 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>
3. Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:  
[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).
4. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Solicitation No. - N° de l'invitation

EF997-140138/A

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

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

**Paving** of the turning button of Runway 07, a portion of the apron, the public parking and the main access road of Kuujjuaq airport, Kuujjuaq, Quebec

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

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

\_\_\_\_\_

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

### BA03 THE OFFER

\$ \_\_\_\_\_ excluding GST/HST.  
(amount in numbers)

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 shall not be withdrawn for a period of [ 30 ] calendar days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

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

### BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within [ 90 ] days from the date of notification of acceptance of the offer.

### BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI09 - Bid Security Requirements of R2710T - General Instructions to Bidders.

### BA08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 1 - COMBINED PRICE FORM

### UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.  
 (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

### UNIT PRICE TABLE

Her Majesty and the Contractor agree that the following table is the Unit Price Table for their purpose of the Contract:

Item	Description	Unit of measurement	Price per unit	Estimated total quantity	Estimated total price
1	Demolition and removal of different element indicated on drawings 02 41 13	global	global	1	\$_____
2	Common excavation as per 31 22 14	Cubic meter	\$_____	1160	\$_____
3	Granular sub-base MG112 as per 32 11 16.01	Tons	\$_____	950	\$_____
4	Aggregate base courses MG20 as per 32 11 23	Tons	\$_____	5575	\$_____
5	Concrete curb (island) as per 32 16 15	meter	\$_____	180	\$_____
6	Concrete sidewalk as per 32 16 15	Square meter	\$_____	65	\$_____
7	Single W-Beam guard rail as per 34 71 13.25	meter	\$_____	20	\$_____
8	Double W-Beam guard rail as per 34 71 13.25	meter	\$_____	135	\$_____
9	Reshaping roadway subgrade as per 31 22 16.13	Square meter	\$_____	34 950	\$_____
10	Pulverization of exist. bituminous pavement As per 31 22 16.13	Square meter	\$_____	14250	\$_____
11	Asphalt pavement thickness of 100mm as per 32 12 16	Tons	\$_____	7150	\$_____

12	Levelling of surfaces as per 31 22 14	Square meter	\$_____	930	\$_____
13	Pavement marking as per 32 17 23	global	global	1	\$_____
14	Roadway Signalisation as per 32 17 23	global	global	1	\$_____
15	Culvert PHDP diam.=900mm L=18m as per 33 42 13	global	global	1	\$_____
16	Chain link fence as per 32 31 13	Meter	\$_____	146	\$_____
17	Pedestrian gate as per 32 31 13	Each	\$_____	1	\$_____
18	Channel excavation as per 35 42 60	Cubic Meter	\$_____	300	\$_____
19	Cleaning and deepening of existing channel as per 35 42 60	Meter	\$_____	25	\$_____
20	Stone drain as per 31 23 33.01	Meter	\$_____	10	\$_____
21	Rip-rap as per 31 37 00	Meter	\$_____	388	\$_____
22	Traffic regulation As per 01 35 00.06	global	global	1	\$_____

TOTAL AMOUNT : \$\_\_\_\_\_

Transfer amount to subparagraph 1)(a) of BA03

Solicitation No. - N° de l'invitation

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## APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

### ***NOTE TO BIDDERS***

***WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

***SURNAME***

***NAME***

***TITLE***

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



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## SET-ASIDE / ABORIGINAL BUSINESS

1. This procurement is set aside for Inuits\* Aboriginal business under the federal government's Set-Aside Program for Aboriginal Business. Bidders must complete and sign the certification "Certification Requirements for the Set-Aside Program for Aboriginal Business" contained in Appendix "B", Requirements for the Set-Aside Program for Aboriginal Business, and this certification shall be submitted with the proposal. It is a precondition to the submission of a valid bid that this certification be accurately completed. Failure to complete and submit the Certification with the proposal shall render the proposal non-compliant.

2. By executing the certification, the Bidder represents and warrants that it is a Cree Aboriginal business as defined in the Set-Aside Program for Aboriginal Business.

3. The Bidder acknowledges that the Minister relies upon such representation and warranty to evaluate bids and shall rely upon such representation and warranty to enter into any contract resulting from this bid. Such representation and warranty of the certification may be verified in such manner as the Minister may reasonably require.

4. Should a verification by the Minister disclose a breach of such representation and warranty, the Minister shall have the right to disqualify the bid or to treat any contract resulting from this bid as being in default and render it subject to the remedies set out in the certification and General Conditions.

\*As defined in the James Bay and Northern Quebec Agreement and Complementary Agreements, paragraphs 3.1.2, 3.2.1, 3.2.2 and 3.2.3 of chapter 3 of the agreement

### Entire Agreement

The Contract, including all Appendices, Annexes and all terms and conditions, including those incorporated by reference and the Requirements for the Set-Aside Program for Aboriginal Business and "Certification Requirements for the Set-Aside Program for Aboriginal Business" documents as completed and submitted by the Bidder, constitute the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements of conditions binding on the parties other than those contained in the Contract.

## APPENDIX A

### The Set-Aside Program for Aboriginal Business

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of Stock Options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
- Concentration of ownership or managerial control in partners, stockholders, officers trustees and directors based definition of duties
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. banker, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
- Tax returns to identify ownership and business history
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions
- Contracts with owners, officers and employees to be fair and reasonable
- Stockholder authority, i.e. appointments of officers, directors, auditors
- Trust agreements made between parties to influence ownership and control decisions
- Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership
- Transfer pricing from non-Aboriginal joint venturer
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreements

## APPENDIX B

### CERTIFICATION REQUIREMENTS FOR THE PROGRAM FOR ABORIGINAL\* BUSINESS

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found noncompliant.

1.
  - i) I, \_\_\_\_\_ (*Name of duly authorized representative of business*) hereby certify that \_\_\_\_\_ (*Name of business*) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the SetAside Program for Aboriginal Business", which document I have read and understand.
  - ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the SetAside Program for Aboriginal Business."
  - iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

#### PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2.
  - i) The aforementioned business is an Aboriginal\* business which is a sole proprietorship, band, limited company, cooperative, partnership or notforprofit organization, [ ☐ ]

OR

- ii) The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a nonAbioriginal business. [ ☐ ]

3. The Aboriginal business or businesses have:

- i) fewer than six fulltime employees [ ☐ ]
  - ii) six or more fulltime employees [ ☐ ]

OR

4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.
5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract.

EF997-140138/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mtc065

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

R.062724.001

File No. - N° du dossier

MTC-3-36024

CCC No./N° CCC - FMS No/ N° VME

In the event that the contract is terminated because of an untrue statement or noncompliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

6. Date \_\_\_\_\_ Signature \_\_\_\_\_  
Title (Duly authorized representative of business)

Place \_\_\_\_\_ Title \_\_\_\_\_  
For \_\_\_\_\_

Name of Business

\* The term «Aboriginal» in the context of this tender call is interpreted as «Inuits»

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## GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

### REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

#### Who is eligible?

**An Aboriginal business**, which can be: a band as defined by the Indian Act a sole proprietorship or a limited company a co-operative a partnership a not-for-profit organization in which Aboriginal persons have at least 51 percent ownership and control,

OR

**A joint venture** consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

#### Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business?

Yes.

In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. *Value of the work performed* is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.

As part of its bid, the bidder must complete the *Certification of Requirements for the Set-Aside Program for Aboriginal Business* (certification) stating that it:

- 
- i) meets the requirements for the Program and will continue to do so throughout the duration of the contract;
  - ii) will, upon request, provide evidence that it meets the eligibility criteria;
  - iii) is willing to be audited regarding the certification; and
  - iv) acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

### **How must the business prove that it meets the requirements?**

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

### **What evidence may be required from the business?**

#### **Ownership and control**

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See Appendix A for a list of the factors which may be considered by Canada.)

#### **Employment and employees**

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed *Owner/Employee Certification* form for each full-time employee who is Aboriginal.

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Revenue Canada purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The *Owner/Employee Certification* to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

### **Subcontracts**

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

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## **WHO IS AN ABORIGINAL PERSON FOR PURPOSES OF THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS?**

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada

- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada

- acceptance as an Aboriginal person by an established Aboriginal community in Canada

- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or

- membership or entitlement to membership in a group with an accepted comprehensive claim

Evidence of being resident in Canada includes a provincial or territorial driver's licence, a lease or other appropriate document.

For further information on the Set-Aside Program for Aboriginal Business, contact the Access to Federal Procurement Directorate in the Department of Indian Affairs and Northern Development at (819)997-8383 or (819) 997-8746 or fax (819) 994-0445.

\* The term «Aboriginal» in the context of this tender call is interpreted as «Inuits»



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## GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT THROUGH FEDERAL PROCUREMENT

### OWNER/EMPLOYEE CERTIFICATION FORM

#### SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

1. I, \_\_\_\_\_, am  
Name

owner and/or full-time employee of \_\_\_\_\_,

Name of business

and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon the request of Canada.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Place

\*\*\*

End of the solicitation document.