

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
401, 1230 Government Street  
Victoria  
British Columbia  
V8W 3X4  
Bid Fax: (250) 363-3344

**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**

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada -  
Pacific Region  
800 Burrard Street, 12th floor  
800, rue Burrard, 12e étage  
Vancouver  
British C  
V6Z 0B9

<b>Title - Sujet</b> EGD Waterlot - Fish Habitat	
<b>Solicitation No. - N° de l'invitation</b> EZ899-133531/B	<b>Date</b> 2013-05-16
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-027-7012
<b>File No. - N° de dossier</b> PWY-2-35389 (027)	<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 2013-06-06</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<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> Richter, Mark (PWY)	<b>Buyer Id - Id de l'acheteur</b> pwy027
<b>Telephone No. - N° de téléphone</b> (250) 363-3214 ( )	<b>FAX No. - N° de FAX</b> (250) 363-0395
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Public Works and Government Services Canada Dunn's Nook Colwood, BC	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

EZ899-133531/B

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

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-35389

Buyer ID - Id de l'acheteur

pw027

CCC No./N° CCC - FMS No/ N° VME

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## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

### THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

#### TWO-ENVELOPE BID

This Bid shall be submitted following a “two-envelope” procedure. Refer to SI05 of the Special Instructions to Bidders.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses. Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

"This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB."

### CLAUSES REFERRED TO BY NUMBER (I.E. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE

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

#### INSURANCE TERMS

The Insurance Terms for this solicitation are amended. Refer to the Supplementary Conditions.

#### DRAWINGS AND SPECIFICATIONS

Digital copies of the drawings and specifications for this solicitation are available from Merx and these same documents as well as related reference information for the project is also available from a PWGSC website. Access to the PWGSC website will be provided on request to the Contracting Officer by email to [mark.richter@pwgsc-tpsgc.gc.ca](mailto:mark.richter@pwgsc-tpsgc.gc.ca)

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### GENERAL INSTRUCTIONS TO BIDDERS (GI) - R2710T (2013-01-28)

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 Certifications - 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
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### SUPPLEMENTARY CONDITIONS (SC)

SC01	Security Requirement for Canadian Contractors
SC02	Procurement Strategy for Aboriginal Business
SC03	Insurance Terms

Solicitation No. - N° de l'invitation

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PWY-2-35389

Buyer ID - Id de l'acheteur

pw027

CCC No./N° CCC - FMS No/ N° VME

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**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

**APPENDIX 1 - COMBINED PRICE FORM**

**APPENDIX 2 - QUALIFICATIONS**

**APPENDIX 3 - SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

**APPENDIX 4 - COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS**

**APPENDIX 5 - SECURITY REQUIREMENTS CHECK LIST**

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 INTRODUCTION**

- 1) Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
- 2) Bidders responding to this ITT are requested to submit a full and complete quotation (refer to SI05 'Submission of Bid'). The bid will cover not only the qualifications and experience of the Bidder (Envelope 1 - Submittals), but also the pricing and terms offered (Envelope 2 - Price).

### **SI02 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] (2013-01-28);
  - (e) Clauses & Conditions identified in "Contract Documents";
  - (f) Specifications and Drawings;
  - (g) Any amendments issued prior to bid closing; and;
  - (h) Bid and Acceptance Form and related Appendice(s).
- 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:

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[Http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manua](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manua)

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**SI03 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 G116 of R2710T of the General Instructions to Bidders, enquiries should be received no later than five (5) 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.
- 4) The Contracting Officer may be reached by telephone at (250) 363-3214, fax at (250) 363-0395 or email at mark.richter@pwgsc-tpsgc.gc.ca

**SI04 MANDATORY SITE VISIT**

There will be a site visit on May 24, 2013 at 12:30 PM. Interested bidders are to meet at the Department of National Defence security checkpoint on Wilfert Road, immediately south of the intersection of Old Island Highway and Wilfert Road, in Colwood, B.C. Contact Dave Osguthorpe tel. 250 363-0671, email dave.osguthorpe@tpsgc-pwgsc.gc.ca, at least 24 hours prior to the meeting, to arrange access to site. The site visit for this project is MANDATORY. The representative of the bidder will be required to sign the Site Visit Attendance Sheet at the site visit. Bids submitted by Bidders who have not signed the attendance sheet will not be accepted.

**Attendees will require steel toe boots, hard hat and high visibility vest**

**SI05 SUBMISSION OF BID**

**Section G110 of R2710T is replaced by the following:**

- 1) The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the "Submittals" and any required associated document(s) in envelope 1 and the Bid and Acceptance Form and any required associated document(s) in a envelope 2. Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
- 2) The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - (a) Solicitation Number;
  - (b) Name of Bidder;

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- (c) Return address; and
  - (d) Closing Date and Time.
- 3) The Submittals and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
- (a) ENVELOPE 1 - SUBMITTALS;
  - (b) Solicitation Number; and
  - (c) Name of Bidder.

**The ENVELOPE 1 - SUBMITTALS is to contain the following:**

1. Response to the Qualifications requirements (see Appendix 2);
2. Response to the Set-Aside Program for Aboriginal Business (see Appendix 3);
3. Complete list of each individual who is currently on the Bidder's board of directors

(see

**Appendix 4);**

- 4) The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
- (a) ENVELOPE 2 - PRICE;
  - (b) Solicitation Number; and
  - (c) Name of Bidder.

**The ENVELOPE 2 - PRICE is to contain the following:**

1. Duly completed Bid and Acceptance Form (BA);
2. Duly completed COMBINED PRICE FORM (see Appendix 1);
3. Bid Security.

The bid shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.

- 5) Timely and correct delivery of bids is the sole responsibility of the Bidder.

## **SI06 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI11 of R2710T of the General Instructions to Bidders. The facsimile number for receipt of revisions is (250) 363-3344.

## **SI07 OPENING OF BIDS / EVALUATION**

- 1) There will be no public opening.
- 2) Envelope 1 - SUBMITTALS - will be opened in private: this envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and

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no other consideration will be given to the bid. Envelope 2 will be returned unopened to the bidder.

- 3) Envelope 2 - Price: Only those envelopes from Bidder's that meet the mandatory requirements of the SUBMITTALS shall be opened. Envelope 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
- 4) The responsive bid carrying the lowest price will be recommended for contract award.

### **SI08 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).

### **SI09 DEBRIEFINGS**

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

### **SI10 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 SI10 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 SI10 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.

### SI11 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 TEN, will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

### SI12 PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS

1. This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under Requirements for the Set-aside Program for Aboriginal Business and attached as Appendix 3 to the Bid and Acceptance Form.
2. By executing the certification, the Bidder warrants that it is an Aboriginal business as defined in the Set-aside Program for Aboriginal Business.

"Failure to provide this certification completed with the bid will render the bid non-responsive."

#### ABORIGINAL BUSINESS CERTIFICATION - (A3000C) 2011-05-16

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

#### OWNER/EMPLOYEE CERTIFICATION - SET-ASIDE FOR ABORIGINAL BUSINESS (A3001T)

2011-05-16

For each procurement under the PSAB, suppliers will be required to provide, with their bid/offer/arrangement, a certification stating that they meet the definition of an Aboriginal business, according to the definition provided, on the date that the bid/offer/arrangement was submitted, and an undertaking that the business will continue to meet this definition throughout the life of the contract. Refer to the attached as Appendix 3 to the Bid and Acceptance Form.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

#### **SET-ASIDE UNDER THE PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS A3002T - 2011-05-16**

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses. Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this Procurement.

#### **SI13 SECURITY REQUIREMENT**

**This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SC01 of the Supplementary Conditions included herein).**

- 1) The Successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site without an escort.** It is the responsibility of the successful bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful bidder's non-compliance with the mandatory security requirement.
- 3) For any enquiries concerning the project security requirement, during the bidding period, the Bidder must follow the instructions as detailed in SI03 "Enquiries during the Solicitation Period". Additional information on PWGSC security can also be found on the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> or by dialling 1-866-368-4646 (Toll free)

#### **SI14 TRANSMISSION OF THE BID BY FACSIMILE OR EMAIL**

Bids transmitted by facsimile or email will not be accepted.

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## SI15 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 PWGWSC-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>

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>

PWGSC, Code of Conduct and Certifications

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

Procurement Strategy For Aboriginal Business

<Http://www.aadnc-aandc.gc.ca/eng/1100100032802>

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**PWGSC Supply Manual**

<https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual>

**PWGSC Forms Catalogue**

[http://publiservice-app.pwgsc.gc.ca/forms/text/search\\_for\\_forms-e.html](http://publiservice-app.pwgsc.gc.ca/forms/text/search_for_forms-e.html)

**SUPPLEMENTARY CONDITIONS (SC)****SC01 SECURITY REQUIREMENT FOR CANADIAN CONTRACTORS**

1. The Contractor must, at all times during the performance of the Contract hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Appendix 5;
  - (b) Industrial Security Manual (Latest Edition).

**SC02 PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS****Aboriginal Business Certification - A3000C**

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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## SC03 INSURANCE TERMS

### Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

2. 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.

3. The Contractors Pollution 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 as additional insured 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. Separation of Insureds: 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. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

f. 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 Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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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.

**Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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## 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:
 

GC1 General Provisions	R2810D	(2012-11-19);
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	(2012-07-16);
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\_ [buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual](http://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.

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**"This procurement has been set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered, a supplier must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB."**

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

### **BA01 IDENTIFICATION**

Colwood, B.C.

Public Works and Government Services Canada, Esquimalt Graving Dock, Waterlot Remediation Phase 1C, Dunn's Nook Compensatory Fish Habitat Construction

### **BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

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

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

### **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 shall not be withdrawn for a period of 60 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 referred to in CONTRACT DOCUMENTS (CD).

### **BA06 CONSTRUCTION TIME**

The Contractor shall perform and complete the Work on or before March 28, 2014. The Contractor shall perform the maintenance work for a two year period following completion of the Construction.

### **BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI09 of the R2710T General Instructions to Bidders.

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**BA08 SIGNATURE**

I/we have the authority to bind the Corporation/Partnership

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## APPENDIX 1 - COMBINED PRICE FORM (2 pages)

- 1) The prices per unit shall 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.

### 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.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
1	01 11 55	Stand-by Time	Day	2		
2	01 35 13.43 01 35 43 31 23 16 31 23 23	Siltation Control and Water Treatment	L.S.	1		
3	01 50 00	Mobilization	L.S.	1		
4	01 50 00	Demobilization	L.S.	1		
5	02 21 13	Surveys	L.S.	1		
6	01 35 13.43 01 35 43 31 23 16 31 23 23	Water management and Control, including installation, dewatering, operation, maintenance and removal	L.S.	1		
7	31 23 16 35 20 23	Remediation - Excavation of Contaminated Sediment/Soil and associated debris	Cu.M	880		
8	31 23 23	Remediation - Supply and Placement of Pit Run Gravel for Backfill	Cu.M	880		
9	35 20 23	Remediation - Transport of Contaminated Sediments/Soil and associated debris to Off-Site Disposal/Treatment Facility	Cu.m	880		

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Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit GST/HST extra (PU)	Estimated amount (EQ x PU) GST / HST extra
10	01 74 19	Remediation - Disposal of Contaminated Sediments/Soil and associated debris to Off-Site Disposal/Treatment Facility	Cu.M	880		
11	01 74 19 31 23 16	Remove and Dispose of Creosoted Wooden Pilings	Per Pile	3		
12	31 23 23	Supply and Placement of Rock Fill	Cu.M	150		
13	31 23 23	Supply and Placement of Pit Run Gravel	Cu.M	12,918		
14	31 23 23	Supply and placement of Sand	Cu.M	1,723		
15	31 23 23	Supply and placement of Cobble	Cu.M	241		
16	31 23 23	Channel A and Channel B Construction	Lin.M	320		
17	32 72 00	Plant Material Peparation and Supply	Sq.M	5360		
18	32 72 00	Marsh Planting	Sq.M	5360		
19	32 72 00	Plant Maintenance (Year 1 after construction)	Year	1		
20	32 72 00	Plant Maintenance (Year 2 after construction)	Year	1		
<b>TOTAL BID AMOUNT</b>						
Excluding GST / HST						

## APPENDIX 2 - QUALIFICATIONS FORM (6 pages)

Using the provided tables or using a reasonable facsimile of the provided tables on a separate page or pages, provide a response to each of the following requirements.

All qualifications requirements and information requirements are mandatory.

The evidence provided by the bidder may be verified by Canada. Failure by the Bidder to provide the required evidence or in the event that the evidence cannot be verified shall result in the bidder being disqualified and no further consideration will be given to the bidder.

PWGSC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. In the event the information cannot be verified or the service is found to be unsatisfactory shall result in the bid being considered non-responsive and no further consideration will be given to the bidder.

### 1.0 Make up of Contractor Team

Identify the companies that make up the Contractor's Team for the Phase 1C Compensatory Habitat Construction at Dunn's Nook (the Project), including prime Contractor and all Subcontractors and Suppliers, including the nursery to be used for supply of marsh plants, and each company's role(s).

Name of Firm	Role
prime Contractor	
Subcontractor #1	
Subcontractor #2	
Subcontractor #3	
Etc.	

## 2.0 Contractor Team Experience

1. Complete all sections of the tables below. Identify whether the prime Contractor or a Subcontractor performed the work; if a Subcontractor performed the work, identify the name of the Subcontractor. Subcontractors listed below must be identified in Section 1.0 above (i.e., be part of the Contractor Team for the Project). The name of the Contractor Team member (i.e., prime Contractor, Subcontractor, Supplier) can be the company name or the name of an individual with the experience that will have an active role in the Project.
2. Note that a listed project can be used to demonstrate experience for multiple work items. PWGSC reserves the right to contact the references, or request additional references, at its sole discretion.
3. Certify that the prime Contractor or Subcontractor that will conduct the work has demonstrated capability for the undertaking of works for construction of wetland habitats.

Contractor certifies that Contractor Team has demonstrated capability with these requirements (circle)	Yes	No
--	-----	----

4. Identify in the table below a project demonstrating Contractor Team capability for the undertaking of works for construction of wetland habitats, including the use of low impact construction methods and/or equipment. Project listed must be within the last 10 years.

Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	
Name of Contractor Team member (company or person) that performed the Work	

5. Identify in the table below project completed within the last 10 years requiring water management and control (e.g., tidal water, groundwater, stream diversion, dewatering of excavations) for the purpose of completing construction work. Referenced project(s) shall have included the use of water control measures such as sumps, pumps and hydraulic barrier type systems.

Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	
Name of Contractor Team member (company or person) that performed the Work	

6. Project completed within the last 10 years requiring the staged placement and grading of aggregates to achieve design specifications within an aquatic environment.

Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	
Name of Contractor Team member (company or person) that performed the Work	

7. Project completed within the last 5 years requiring the preparation and implementation of Environmental Protection Plans for works in an aquatic environment and compliance with environmental regulations, including sediment and erosion control.

Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	
Name of Contractor Team member (company or person) that performed the Work	

8. Project completed within the last 5 years requiring the excavation, handling and disposal of contaminated soils/sediments.

Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	
Name of Contractor Team member (company or person) that performed the Work	

9. Project completed within the last 10 years requiring the planting of wetland plants for the purposes of constructing habitat.

Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	
Name of Contractor Team member (company or person) that performed the Work	

10. Project completed within the last 10 years requiring the preparation and supply of marsh plants for the purposes of constructing habitat.

Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	
Name of Contractor Team member (company or person) that performed the Work	

### 3.0 Project Manager/Superintendent Experience

Fully complete the tables below. Identify the name of the Project Manager/Superintendent for the Dunn's Nook Project, and provide confirmation that they have at least 10 years' experience in managing multidisciplinary construction projects, including management of scope, schedule and cost. Only one Project Manager/Superintendent may be listed, and that individual must be available for the duration of the Dunn's Nook Project. Note that a listed project can be used for multiple work items, or different projects can be listed to demonstrate experience for each work item. PWGSC reserves the right to contact the references, or request additional references, at its sole discretion.

1. Project Manager/Superintendent has a minimum of 10 years' experience managing multidisciplinary construction projects (e.g., projects involving geotechnical engineering, structural engineering, contaminated sites and biology components):

Name of Project Manager/Superintendent	
Years of Experience	

- 
2. Project completed within the last 10 years involving construction in an aquatic environment:

Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	

#### 4.0 Site Supervisor(s) Experience

Fully complete the tables below. Identify the name(s) of the Site Supervisor(s) for the Dunn's Nook Habitat Construction Project, and provide confirmation that they have at least 5 years' experience in supervising projects for construction in a wetland environment. More than one Site Supervisor may be listed to fulfill the criteria, but they must all be available for the Dunn's Nook Habitat Construction project. Note that a listed project can be used for multiple work items, or different projects can be listed to demonstrate experience for each work item. PWGSC reserves the right to contact the references, or request additional references, at its sole discretion.

1. Site Supervisor(s) has a minimum of 5 years' experience supervising wetland construction projects:

Name(s) of Site Supervisor(s)	Years of Experience

2. Project completed within the last 5 years requiring implementation of Environmental Protection Plans for compliance with environmental regulations:

Name of Site Supervisor	
Project Name	
Project Location	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	

3. Project completed within the last 10 years working within an aquatic environment requiring water management and control:

Name of Site Supervisor	
Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	

4. Project completed within the last 10 years that required planting of wetland plants for the construction of habitat:

Name of Site Supervisor	
Project Name	
Owner Name	
Owner Contact (address and phone number)	
Project Start and Completion Dates	

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## **APPENDIX 3 - SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS - (6 pages)**

### **Requirements for the Set-aside Program for Aboriginal Business** (Annex 9.4 of the Supply Policy Manual) - 2010-01-11)

#### **1. Who is eligible?**

An Aboriginal business, which can be:

a band as defined by the Indian Act

a sole proprietorship

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

#### **2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?**

Yes

In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier 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 supplier 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 supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier 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.

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

meets the requirements for the Program and will continue to do so throughout the duration of the contract;

will, upon request, provide evidence that it meets the eligibility criteria;

willing to be audited regarding the certification; and acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

### **See Standard Acquisition Clauses and Conditions (SACC) Manual clauses A300T**

#### **3. 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.

#### **4. 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 33 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. See SACC Manual clauses A3001T, M3030T or S3036T, as appropriate.

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 Canada Revenue Agency 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.

## 5. 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.

## 6. 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; 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.

### Annex A to Appendix 3 - Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

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;

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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 venture;

payment of management or administrative fees;

guarantees made by the Aboriginal business;

collateral agreements.

### **Aboriginal Business Certification (A3000C) 2011-05-16**

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

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**SET-ASIDE FOR ABORIGINAL BUSINESS (A3000T) 2010-08-16**

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.
2. The Bidder:
  - (i) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
  - (ii) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
  - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
  - (i)  The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
OR
  - (ii)  The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
  - (i)  The Aboriginal business has fewer than six full-time employees.  
OR
  - (ii)  The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

**Owner/Employee Certification - Set-aside for Aboriginal Business (A3001T) 2011-05-16**

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

- "1. I am \_\_\_\_\_ (insert "an owner" and/or "a full-time employee") of \_\_\_\_\_ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

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

\_\_\_\_\_  
Date

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**APPENDIX 4 - COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS**

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



Government of Canada  
Gouvernement du Canada

Contract Number / Numéro du contrat

EZ898-13-3531

Security Classification / Classification de sécurité  
unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine PWASC		2. Branch or Directorate / Direction générale ou Direction Pacific Region, Environmental Services
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Construction and maintenance of compensatory fish habitat at Dunn's Nook, Canadian Forces Base Esquimalt.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
unclassified

Canada



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat

EZ899-13-3531

Security Classification / Classification de sécurité  
Unclassified

**PART A - Requirements of IT Systems / Partie A - Exigences relatives aux systèmes**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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PART C - (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTRIÉE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / COMSEC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / renseignements / biens / Production																
IT Media / Support IT / IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par le présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).