



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Parks Canada Agency**  
1300 - 635 8 Ave SW  
Calgary, AB T2P3M3  
Bid Fax: (403) 292-4475

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Parks Canada Agency**

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

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

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

Comments - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

**Parks Canada Agency**  
Suite 1300  
635 - 8 Ave SW  
Calgary, AB T2P3M3

<b>Title-Sujet</b> Road Rehabilitation, Highway 10, km 25.3 to km 40.2, Riding Mountain National Park	
<b>Solicitation No. - No. de l'invitation</b> 5P420-17-5095/A	<b>Date:</b> May 18, 2017
<b>GETS Reference No. - No de reference de SEAG</b> PW-17-00779405	<b>Client Ref. No. - No. de réf du client.</b> 358-01
<b>Solicitation Closes:</b>	
<b>at - à</b> 02:00 PM	<b>on - le</b> June 8, 2017
<b>Time Zone - Fuseau horaire</b> MDT - HAR	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Inquiries to: - Adresser toute demande de renseignements à :</b> Nicole Levesque-Welch – nicole.levesque-welch@pc.gc.ca	
<b>Telephone No. - No de téléphone</b> (403) 292-4691	<b>Fax No. - No de FAX:</b> (403) 292-4475
<b>Destination of Goods, Services, and Construction:</b> <b>Destinations des biens, services et construction:</b>	
See Herein – Voir ici	

**TO BE COMPLETED BY THE BIDDER (type or print)**  
**À ÊTRE COMPLÉTER PAR LE SOUMISSIONNAIRE (taper ou écrire en caractères d'imprimerie)**

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

## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

### SET-ASIDE FOR ABORIGINAL BUSINESS

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business (PSAB) as detailed in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".

In order to be considered, a bidder must certify that it qualifies as an Aboriginal business as defined under PSAB and that it will comply with all requirements of PSAB.

### CONTRACTOR SELECTION

This Invitation to Tender contains bid criteria in order to provide socioeconomic benefits within the Riding Mountain Forum Agreement dated March 20, 2006.

### DIRECT DEPOSIT

In April 2012, the Government of Canada announced that it will be replacing cheques with electronic payments by April 2016. Contract payment(s) currently made by cheque will be replaced by Direct Deposit. Businesses are encouraged to proactively enrol with Parks Canada. Please contact Nicole Levesque-Welch at [nicole.levesque-welch@pc.gc.ca](mailto:nicole.levesque-welch@pc.gc.ca) in order to obtain a Direct Deposit enrolment form.

Additional information on this Government of Canada initiative is available at:

<http://www.directdeposit.gc.ca>

### BID SECURITY REQUIREMENTS

The amount of bid security required is 10% of the bid amount (\$2,000,000 maximum).

See GI08 of R2710T - General Instructions – Construction Services – Bid Security

### CONTRACT SECURITY REQUIREMENTS

The amount of a security deposit that is required in lieu of a performance bond is 20% of the contract amount.

See GC9.2 of R2890D – Types and Amounts of Contract Security

### CLAUSES REFERRED TO BY NUMBER CAN BE FOUND AT THE FOLLOWING WEB SITE:

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

### INTEGRITY PROVISIONS – BID

Important changes have been made to the Integrity Provisions - Bid as of April 4<sup>th</sup> 2016. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Integrity Provisions – Declaration of Convicted Offences
SI02	Bid Documents
SI03	Enquiries During the Solicitation Period
SI04	Site Visit
SI05	Revision of Bid
SI06	Bid Results
SI07	Insufficient Funding
SI08	Bid Validity Period
SI09	Construction Documents
SI10	Procurement Strategy for Aboriginal Business
SI11	Indigenous Opportunities Consideration
SI12	Web Sites

### GENERAL INSTRUCTIONS – CONSTRUCTION SERVICES – BID SECURITY REQUIREMENTS (GI) - R2710T (2017-04-27)

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

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

GI01	Integrity Provisions – Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bids
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance With Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage
GI18	Code of conduct for procurement - bid

### SUPPLEMENTARY CONDITIONS (SC)

SC01	Changes to Contract Documents
SC02	Insurance Terms
SC03	Indigenous Business Certification
SC04	Liquidated Damages

### 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

<b>Annex A</b>	<b>Price form</b>
<b>Annex B</b>	<b>Integrity Provisions – List of names</b>
<b>Annex C</b>	<b>Set Aside Program for Aboriginal Business</b>
<b>Annex D</b>	<b>Attestation Form</b>
<b>Annex E</b>	<b>Certificate of Insurance Form</b>

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 3 (copied below) of the General Instructions R2710T (2017-04-27), the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

#### Declaration of Convicted Offences

*with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).*

### SI02 BID DOCUMENTS

- 1) The following are the bid documents:
  - (a) Invitation to Tender - Page 1;
  - (b) Special Instructions to Bidders;
  - (c) General Instructions – Construction Services – Bid Security R2710T (2017-04-27);
  - (d) Clauses & Conditions identified in “Contract Documents”;
  - (e) Drawings and Specifications;
  - (f) Bid and Acceptance Form and related Appendices; and
  - (g) Any amendment issued prior to solicitation closing.

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

- 2) General Instructions – Construction Services – Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

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

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

### 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 GI15 of R2710T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may 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.

#### **SI04 SITE VISIT**

There is no site visit scheduled for this requirement.

#### **SI05 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T "General Instructions – Construction Services – Bid Security ". The facsimile number for receipt of revisions is **(403) 292-4475**.

#### **SI06 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 emailing the bid receiving office at [nicole.levesque-welch@pc.gc.ca](mailto:nicole.levesque-welch@pc.gc.ca) or telephone: **(403) 292-4691**.

#### **SI07 INSUFFICIENT FUNDING**

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

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

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

- 2) If the extension referred to in paragraph 1) of SI08 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 SI08 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 GI11 of R2710T.

### **SI09 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. Obtaining more copies shall be the responsibility of the Contractor including costs.

### **SI10 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 Annex C 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.**

3. Owner/Employee Certification – Set-Aside For Aboriginal Business
  1. For each procurement under the PSAB, suppliers will be required to provide, with their bid, 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 Annex C to the Bid and Acceptance Form.
  2. 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.
4. Set-Aside Under the Procurement Strategy for Aboriginal Business

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.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

## SI11 INDIGENOUS OPPORTUNITIES CONSIDERATION (IOC)

### Contractor Selection

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid.

In this requirement "IOC" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the Area of the Contract.

### Area of the Contract

The Area of Contract is defined by First Nations identified in the Riding Mountain Forum Agreement dated March 20, 2006. Riding Mountain National Park of Canada is a part of the traditional territory of The Coalition communities in the proximity of the park.

The Coalition of First Nations with Interests in Riding Mountain National Park of Canada, as represented by Ebb and Flow First Nation, Gambler First Nation, Keeseekoowenin First Nation, Rolling River First Nation, Sandy Bay First Nation, Tootinaowaziibeeng Treaty Reserve and Waywayseecappo First Nation.

### Indigenous Opportunities Criteria

IOC Criteria	Available Points
1. The existence of head offices, administrative offices or other facilities within the Area of the Contract.	1.5 Points
2. Employment of Indigenous labour from the Area of the Contract.  Points will be assigned based on the following:  a) Details on the work to be carried out for each position proposed to be filled by an Indigenous Citizen, as well as an estimated dollar value of the work. b) Strategies for recruitment of Indigenous Citizens. c) Strategies for retention of Indigenous Citizens.	3.5 Points
3. Use of Indigenous suppliers and professional services from the area of the contract.  Points will be assigned based on the following:  a) Identifying the goods/services intended to be carried out by Indigenous suppliers, as well as an estimated dollar value of the work. b) Details on how business with Indigenous suppliers will be managed, from developing sources of supply to administration. c) Details concerning the development of new sources of supply, or new capabilities.	3.5 Points



4. The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Indigenous Citizens from the area of the Contract.  Points will be assigned based on the following:  a) Details regarding on-the job training. b) Details of In-house training program(s).	1.5 Points
<b>Total Possible Points</b>	<b>10 Points</b>

For purposes of interpretation:

"Indigenous supplier" means an entity which complies with the legal requirements to carry on a business in Manitoba and which is a limited company that can demonstrate that more than 50% of the company's voting shares beneficially owned and controlled by Indigenous Citizens, or is a cooperative controlled by Indigenous Citizens, or is an Indigenous Citizens' sole proprietorship or partnership.

"deliveries to" means "goods delivered to, and services performed in".

#### Evaluation and Assessment- Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion, appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the bid.

Canada reserves the right to verify any information provided in this section and that untrue statements may result in the bid being declared non-responsive.

#### Treatment of Representation and Warranties

The Bidder acknowledges that:

- a) the Minister relies upon the " Indigenous Representations" to evaluate bids; and
- b) the "Indigenous Representations" shall become covenants under any contract(s) resulting from this solicitation.

#### Reporting

In addition to the reporting requirements outlined in the Contract, a summary of activities undertaken to meet commitments made as part of the Indigenous Opportunities Considerations portion of the Contractor's bid will be required.

### SI12 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies:  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell:  
<https://www.achatsetventes-buyandsell.gc.ca/>

Canadian Economic Sanctions:  
<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>



Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913):

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Bid Bond (form PWGSC-TPSGC 504):

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505):

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

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

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.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, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Declaration Form

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

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 CHANGES TO CONTRACT DOCUMENTS**

The term "Engineer" is replaced with the term "Departmental Representative" in the Drawings and Specifications

### **SC02 INSURANCE TERMS**

#### 1) Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### 2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### 3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### 4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

#### 5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor

### **SC03 INDIGENOUS BUSINESS CERTIFICATION**

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.

#### **SC04 LIQUIDATED DAMAGES**

1. The contractor acknowledges that:
  - 1.1 the bid criteria included in the bid solicitation and this contract included a request for commitments to carry out the work in a manner that meets the objectives of the following criteria:
    - 1.1.1 the existence of head offices, administrative offices or other facilities in the area of the contract;
    - 1.1.2 in the area of the contract, the employment of Indigenous labour;
    - 1.1.3 in the area of the contract, engagement and use of Indigenous suppliers and professional services;
    - 1.1.4 the undertaking of commitments, under the contract, with respect to on- the-job training or skills development for Indigenous Citizens in the area of the contract.
2. The contractor acknowledges and confirms that it made the following commitments in its bid for this contract (collectively the "Indigenous Representations") as contemplated in paragraph 1 above (to be completed at time of contract award):

COMMITMENT	ASSIGNED POINT	VALUE * 2.1
2.2		
2.3		
2.4		
2.5		

\* See 3.2 below

3. The contractor acknowledges that the "Indigenous Representations":
  - 3.1 are covenants under this contract; and
  - 3.2 that each "Indigenous Representation" represents a percentage of the initial total contract value equal to the number of points assigned to the commitment/representation at the time of evaluation and stated in paragraph 2. above in the "ASSIGNED POINTS" column.
4. Without prejudice to any other legal or equitable rights Her Majesty may have, if at any time during the contract, the Contractor breaches any or all of the "Indigenous Representations", Her Majesty shall be entitled to set-off, from any contract monies owing to the Contractor, the applicable sum or sums identified per each "Indigenous Representation" in paragraph 3.2.

5. The Contractor further acknowledges that:

- 5.1 the sums in paragraph 3.2 are a genuine pre-estimate of damages arrived at through negotiation with Her Majesty. Those negotiations considered the financial, administrative and other costs, including consequential costs, of any such breach; and
- 5.2 it has had legal advice to the full extent deemed necessary by itself and did not act under any duress.

## 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	(2016-04-04)
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2865D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8	Dispute Resolution	R2882D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
  - (e) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - (f) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - (g) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada Shall be deleted and replaced with the Parks Canada Agency.
- 3) The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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**BID AND ACCEPTANCE FORM (BA)****BA01 IDENTIFICATION**

Title: Road Rehabilitation, Highway 10, km 25.3 to km 40.2, Riding Mountain National Park

Solicitation Number: 5P420-17-5095/A

Highway Engineering Services requires a construction contractor for all work associated with the roadway rehabilitation including ditch excavation, cold milling, and Asphalt Concrete Pavement on Highway 10 in Riding Mountain National Park. See specifications and drawings for further details on the requirement of this project.

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

PBN: \_\_\_\_\_

**BA03 THE OFFER**

1) The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the Total Bid Amount of

\$ \_\_\_\_\_ **excluding GST/HST**, which consists of

(a) the Lump Sum Amount of \$ \_\_\_\_\_ for the portion of the Work subject to a Lump Sum Arrangement (Annex A – Lump Sum Table) and;

(b) the Total Estimated Amount of \$ \_\_\_\_\_ for the portion of the Work that is subject to a Unit Price Arrangement (Annex A - Unit Price Table).

Any errors in the extension of the Price per Unit and in the addition of the Estimated Total Prices in the Unit Price Table shall be corrected by Canada in order to obtain the Total Estimated amount.

Any errors in the addition of the amounts in subparagraph 1)(a) and 1)(b) of BA03 shall be corrected by Canada to obtain the Total Bid Amount.

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

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of 30 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 all Work by **October 6, 2017**. See specifications for project milestones.

**BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI08 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ANNEX A PRICE FORM**

- 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.

**LUMP SUM TABLE**

Note: Bidders are reminded that it is their responsibility to include in their bid all work as described in the drawings and specifications. Pricing for work not accounted for in the Unit Price Table including but not limited to Mobilization, De-Mobilization, etc. is to be included in the Lump Sum Table.

Item No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity	Estimated Total Price GST/HST extra
1	01 71 13	Mobilization/Demobilization	Lump Sum	1	\$ _____
2	01 35 00.06	Traffic Accommodation	Lump Sum	1	\$ _____
3	01 21 00	Prime Cost Sum	Lump Sum	1	\$500,000.00
<b>TOTAL LUMP SUM AMOUNT (LSA)</b> Transfer amount to subparagraph 1) (a) of BA03					\$ _____

**UNIT PRICE TABLE**

The Unit Price Table designates the Work to which a Unit Price Arrangement applies and the Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) The Price per Unit and the Estimated Total Price must be entered for each item listed.
- (b) Work included in each item is as described in the referenced specification section.

Item No.	Spec. Reference	Class of Labour, Plant or Material	Unit of Measurement	Est. Qty	Price per Unit GST/HST extra	Estimated Total Price GST/HST extra
1	33 42 13	<b>CSP Culverts</b>				
		a) Supply CSP Culverts, PL Coated				
		i) 600mm diameter	m	383	\$ _____	\$ _____
		ii) 900mm diameter	m	53	\$ _____	\$ _____
		iii) 680 x 500 mm CSP Arch	m	22	\$ _____	\$ _____
		iv) 1030 x 740 mm CSP Arch	m	80	\$ _____	\$ _____
		v) 1390 x 970 mm CSP Arch	m	31	\$ _____	\$ _____
		b) Install CSP Culverts, PL Coated				
		i) 600mm diameter	m	383	\$ _____	\$ _____
		ii) 900mm diameter	m	53	\$ _____	\$ _____
		iii) 680 x 500 mm CSP Arch	m	22	\$ _____	\$ _____
		iv) 1030 x 740 mm CSP Arch	m	80	\$ _____	\$ _____
		v) 1390 x 970 mm CSP Arch	m	31	\$ _____	\$ _____
		c) Supply and Install Culvert Liners (Existing CSP size shown)				
		i) 24" (610mm) diameter	m	182	\$ _____	\$ _____
		ii) 36" (900mm) diameter	m	83	\$ _____	\$ _____
		iii) 48" (1219mm) diameter	m	63	\$ _____	\$ _____
		d) Remove or Decomission				
		i) 18" (457mm) diameter	m	25.6	\$ _____	\$ _____
		ii) 20" (508mm) diameter	m	47.5	\$ _____	\$ _____
iii) 24" (610mm) diameter	m	129.9	\$ _____	\$ _____		
e) Clean Out Existing Pipes						
i) Hydrovac, Clean Out Ends, Install Marker Posts	unit	6	\$ _____	\$ _____		
2	31 11 00	Grubbing	m <sup>2</sup>	16,875	\$ _____	\$ _____

Item No.	Spec. Reference	Class of Labour, Plant or Material	Unit of Measurement	Est. Qty	Price per Unit GST/HST extra	Estimated Total Price GST/HST extra
3	31 23 16	<b>Ditch Excavation and Disposal</b>				
		a) Ditch Excavation	m	9,260	\$ _____	\$ _____
		b) Disposal of Ditch Excavation	m <sup>3</sup>	20,000	\$ _____	\$ _____
4	31 37 00	<b>Rip-Rap - Class 350</b>	m <sup>3</sup>	275	\$ _____	\$ _____
5	02 41 13.14	<b>Asphalt Pavement Removal by Milling</b>	m <sup>2</sup>	66,000	\$ _____	\$ _____
6	32 12 16	<b>Asphalt Concrete Pavement (EPS)</b>	tonnes	37,000	\$ _____	\$ _____
7	32 17 23	<b>Pavement Marking</b>				
		a) Line Painting	m	50,830	\$ _____	\$ _____
		b) Gore Marking	m <sup>2</sup>	3,600	\$ _____	\$ _____
8	32 31 56	<b>Beaver Deceiver Mitigation Fence</b>	each	4	\$ _____	\$ _____
9	32 92 19.16	<b>Hydraulic Seeding</b>	m <sup>2</sup>	55,000	\$ _____	\$ _____
10	26 56 19	<b>Pedestrian Crosswalk Lighting</b>	Lump sum	1	\$ _____	\$ _____
<b>TOTAL UNIT PRICE AMOUNT (TEA)</b> Transfer amount to subparagraph 1) (b) of BA03					\$ _____	

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**ANNEX B INTEGRITY PROVISIONS – LIST OF NAMES**

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If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_

## **ANNEX C SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

### **Requirements for the Set-aside Program for Aboriginal Business**

(Annex 9.4 of the Supply Policy Manual)

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

a. An Aboriginal business, which can be:

- i. a band as defined by the Indian Act
- ii. a sole proprietorship
- iii. a limited company
- iv. a co-operative
- v. a partnership
- vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

**OR**

b. 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

- a. 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.
- b. 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.
- c. 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:
  - 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 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 [A3000T](#) , [M9030T](#) or [S3035T](#), as appropriate.

### 3. How must the business prove that it meets the requirements?

- a. 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.
- b. 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?

- a. Ownership and control
  - i. 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.
  - ii. 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 Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
- b. Employment and employees
  - i. 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.
  - ii. 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.
  - iii. 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.
  - iv. 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

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

- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
- b. Evidence of being an Aboriginal person will consist of such proof as:
  - i. Indian registration in Canada;
  - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
  - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
  - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
  - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
  - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

### Appendix A 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:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;
- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;



- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements.

### **Set-aside for Aboriginal Business**

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.

1. The Contractor:

- i. certifies that it meets, and will continue to meet throughout the duration of the Contract, the requirements described in the above-mentioned annex.
- ii. agrees that any subcontractor it engages under the Contract must satisfy the requirements described in the above-mentioned annex.
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

2. The Contractor must check the applicable box below:

- i. ( ) The Contractor is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

- ii. ( ) The Contractor 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.

3. The Contractor 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.

4. The Contractor must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier 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 Supplier must provide all reasonably required facilities for any audits.

5. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

### **Owner/Employee Certification - Set-aside for Aboriginal Business**

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

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".

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

\_\_\_\_\_  
Date

**ANNEX D ATTESTATION FORM**

**Attestation and Proof of Compliance with Occupational Health and Safety (OHS)**

***The following form must be completed and signed prior to commencing work on Parks Canada Sites.***

**Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.**

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the *Canada Labour Code* and the *Canada Occupational Health and Safety Regulations* are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager/Contracting Authority (delete as required)		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		

Location of Work
------------------

General Description of Work to be Completed
---------------------------------------------

Mark "Yes" where applicable.

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

I, \_\_\_\_\_ (contractor), certify that I have read, understood and attest that my firm, employees and all sub-contractors will comply with the requirements set out in this document and the terms and conditions of the contract.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## ANNEX E - CERTIFICATE OF INSURANCE

Description and Location of Work	Contract No.
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured

*Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency*

Type of Insurance (Required when Checked)	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<input checked="" type="checkbox"/> <b>Commercial General Liability</b>				\$	\$	\$
<input type="checkbox"/> <b>Umbrella/Excess Liability</b>				\$	\$	\$
<input type="checkbox"/> <b>Builder's Risk / Installation Floater</b>				\$		
<input type="checkbox"/> <b>Pollution Liability</b>				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$
<input type="checkbox"/> <b>Marine Liability</b>				\$		
<input type="checkbox"/> <b>Aviation Liability</b>				\$	<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence	Aggregate \$

**I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverages stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.**

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone Number
Signature	Date D / M / Y



<p style="text-align: center;"><b>General</b></p> <p>The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverages listed under the corresponding type of insurance on this page.</p> <p>The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Environment and Climate Change for the purposes of the Parks Canada Agency as an additional Insured.</p> <p>The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.</p> <p>Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.</p>	<p style="text-align: center;"><b>Commercial General Liability</b></p> <p>The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.</p> <p>The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:</p> <ul style="list-style-type: none"> <li>(a) Blasting.</li> <li>(b) Pile driving and caisson work.</li> <li>(c) Underpinning.</li> <li>(d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.</li> </ul> <p>The policy must have the following minimum limits:</p> <ul style="list-style-type: none"> <li>(a) <b>\$5,000,000</b> Each Occurrence Limit;</li> <li>(b) <b>\$10,000,000</b> General Aggregate Limit per policy year if the policy contains a General Aggregate; and</li> <li>(c) <b>\$5,000,000</b> Products/Completed Operations Aggregate Limit.</li> </ul> <p>Umbrella or excess liability insurance may be used to achieve the required limits.</p>	<p style="text-align: center;"><b>Builder's Risk / Installation Floater</b></p> <p>The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.</p> <p>The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.</p> <p>The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.</p> <p>The policy must have a limit that is <b>not less than the sum of the contract value</b> plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.</p> <p>The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2</a>).</p>
<p><b>Contractors Pollution Liability</b></p> <p>The policy must have a limit usual for a contract of this nature, but not less than <b>\$1,000,000</b> per incident or occurrence and in the aggregate.</p>	<p><b>Marine Liability</b></p> <p>The insurance coverage must be provided by a Protection &amp; Indemnity (P&amp;I) insurance policy and must include excess collision liability and pollution liability.</p> <p>The insurance must be placed with a member of the International Group of Protection &amp; Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <i>Marine Liability Act</i>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.</p> <p>The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.</p>	<p><b>Aviation Liability</b></p> <p>The insurance coverage shall Include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than <b>\$5,000,000</b> per incident or occurrence and in the aggregate.</p>