



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

**Parks Canada Agency**  
1300 - 635 8 Ave SW  
Calgary, AB T2P 3M3  
Bid Fax: (866)246-6893

**INVITATION TO TENDER**

**APPEL D'OFFRES**

**Tender To: Parks Canada Agency**

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

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

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

Comments - Commentaries

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

**Parks Canada Agency**  
1300-635 8 Ave SW  
Calgary, AB T2P 3M3

<b>Title-Sujet</b> Hwy 10 Rehabilitation KM 40-54 – Riding Mountain National Park		
<b>Solicitation No. - No. de l'invitation</b> 5P420-18-0020/B	<b>Date:</b> April 4, 2018	
<b>GETS Reference No. – No de reference de SEAG</b> PW-18-00823496	<b>Client Ref. No. – No. de réf du client.</b> 35804	
<b>Solicitation Closes:</b>		
<b>at – à</b> 2:00 PM	<b>on – le</b> May 2, 2018	<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> Rebecca Chen      rebecca.chen@pc.gc.ca		
<b>Telephone No. - No de téléphone</b> (403)292-8509	<b>Fax No. – No de FAX:</b> (866)246-6893	
<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

This bid solicitation cancels and supersedes previous bid solicitation number 5P420-18-0020/A April 3, 2018 with a closing of May 2, 2018 at 2PM Mountain Daylight Time.

#### **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. The submission of an Indigenous Benefits Plan is mandatory for the bid to be considered compliant.

#### **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 Rebecca Chen at [rebecca.chen@pc.gc.ca](mailto:rebecca.chen@pc.gc.ca) in order to obtain a Direct Deposit enrollment form.

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

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

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### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-09-21)

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

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

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Solicitation No. - N° de l'invitation  
5P420-18-0020/B

Amd. No. - N° de la modif.

Buyer - l'acheteur  
Rebecca Chen

Client Ref. No. - N° de réf. du client  
35804

File Name - Nom du dossier  
Hwy 10 Rehabilitation KM 40-54 – Riding Mountain National Park

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**APPENDIX “1” COMBINED PRICE FORM**

**APPENDIX “2” INTEGRITY PROVISIONS**

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

### **SI01 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2017-09-21)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

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

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

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

### **SI02 ENQUIRIES DURING THE SOLICITATION PERIOD**

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - Page 1 at e-mail address [rebecca.chen@pc.gc.ca](mailto:rebecca.chen@pc.gc.ca). Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, PCA will examine the content of the enquiry and will decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI03 SITE VISIT**

There is no site visit scheduled for this requirement.

### **SI04 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (866)246-6893

### **SI05 BID RESULTS**

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by emailing [rebecca.chen@pc.gc.ca](mailto:rebecca.chen@pc.gc.ca) or calling number. (403)292-8509

## **SI06 INSUFFICIENT FUNDING**

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

## **SI07 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T

## **SI08 CONSTRUCTION DOCUMENTS**

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

## SI09 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.

## SI10 INDIGENOUS BENEFITS PACKAGE

As a requirement of this contract, the Contractor must ensure provision of specific and agreed upon benefits for Indigenous People and Indigenous Firms in the Area of the Contract.

In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document.

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be **5%** for the IBP and **95%** for the price.

See Appendix 3 Requirement for Indigenous Benefits for Instructions to Bidders and the Evaluation Criteria.

### 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.

## SI11 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

[http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>



## CONTRACT DOCUMENTS (CD)

1. The following are the Contract Documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
- c. Drawings and Specifications;
- d. General Conditions and clauses

GC1	General Provisions – Construction Services	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2017-11-28);
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 for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INSURANCE TERMS**

#### **1) Insurance Contracts**

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

#### **2) Period of Insurance**

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

#### **3) Proof of Insurance**

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

#### **4) Insurance Proceeds**

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

#### **5) Deductible**

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

### **SC02 ABORIGINAL 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.

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

### **BA01 IDENTIFICATION**

Hwy 10 Rehabilitation KM 40-54 – Riding Mountain National Parks Canada

Parks Canada Agency requires a contractor to do rehabilitation work on Highway 10 from KM 40-54 (N. park boundary). The work generally consists of payment removal or reclamation, the supply and placement and granular base course, ditch excavation or cleaning, culvert maintenance include the supply and placement of new culverts.

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

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

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

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

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

E-mail address: \_\_\_\_\_

### **BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

### **BA04 BID VALIDITY PERIOD**

The bid must not be withdrawn for a period of thirty (30) days following the date of solicitation closing.

### **BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

### **BA06 CONSTRUCTION TIME**

The Contractor must perform and complete the Work by August 31, 2018.

### **BA07 BID SECURITY**

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

### **BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

- 1) The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

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.

### LUMP SUM

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

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Extended amount (EQ x PU) applicable tax(s) extra
1	01 71 13	Mobilization / Demobilization	LS	1	
2	01 55 26	Traffic Accommodation	LS	1	
3	01 21 00	Prime Cost Sum	LS	1	\$700,000
<b>LUMP SUM AMOUNT (LSA)</b> Excluding applicable tax(s)					

### 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 applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
1	02 41 13.14	Asphalt Pavement Removal by Milling	m2	77,500	\$	\$
2	31 11 00	Grubbing	m2	7,500	\$	\$
3	31 23 16	<b>Excavation</b>				
		a) Ditch Excavation	m	4,900	\$	\$
		b) Notching and Widening	m	125	\$	\$
		c) Disposal of Ditch Excavation	m3	10,300	\$	\$
4	31 37 00	Rip-Rap - Class 350	m3	350	\$	\$
5	32 01 16.80	Full Depth Reclamation of Asphalt Pavement	m2	51,500	\$	\$

6	32 11 23	<b>Granular Base Course – Class "A"</b>				
		a) Gravel Shouldering	tonnes	18,800	\$	\$
		b) Base Course In Place	tonnes	1,000	\$	\$
7	32 12 16	Asphalt Concrete Pavement (EPS)	tonnes	38,500	\$	\$
8	32 92 19.13	Mechanical Seeding	m2	57,000	\$	\$
9	33 46 16	Subdrain Pipe	m	450	\$	\$
10	33 42 13	<b>Culverts</b>				
		<b>a) Supply CSP Culverts</b>				
		i) 600mm diameter, PL Coated	m	88	\$	\$
		ii) 3600mm diameter, ALT2 Coated	m	38	\$	\$
		<b>b) Install CSP Culverts</b>				
		i) 600mm diameter, PL Coated	m	88	\$	\$
		ii) 3600mm diameter, ALT2 Coated	m	38	\$	\$
		c) Culvert Installation by Tunneling and Jacking	m	44	\$	\$
<b>TOTAL EXTENDED AMOUNT (TEA)</b>						
Excluding applicable tax(es) \$						
<b>TOTAL BID AMOUNT (LSA +TEA)</b>						
Excluding applicable tax(es) \$						

## APPENDIX 2 - INTEGRITY PROVISIONS

*(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)*

**List of names:** All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- i. Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- ii. Bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- iii. Bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

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## **APPENDIX 3 – REQUIREMENT FOR INDIGENOUS BENEFITS**

### **1. Preamble**

As a requirement of this contract, the Contractor must ensure provision of specific and agreed upon benefits for Indigenous People and Indigenous Firms in the 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.

### **2. Scope of Document**

This Appendix details the requirement of this contract for the Contractor to provide Indigenous Benefits and contains the necessary information and instructions for the Contractor to prepare, manage and report the results of an Indigenous Benefits Plan.

This Appendix includes four (4) additional document attachments:

1. Instructions for Bidders
2. Evaluation Criteria
3. Final Contractor Achievement Reporting and Certification
4. Indigenous Benefits Plan Penalty Conditions

### **3. Indigenous Benefits Plan**

The Contractor must submit the Indigenous Benefits Plan for Canada's approval with their tender package as outlined in the additional document attachments.

### **4. Reporting Requirements**

#### **4.1 Indigenous Benefits Plan Submission**

The Contractor must provide a report in their tender submission based on the Final Indigenous Benefits Plan. The report will provide detail on sub-contracting, skills development, and employment activities. The Report must provide details on how each transaction will be carried out, the proposed objectives and schedule, required resources, any dependencies, and what benefits (employment, skills development, or other) will be provided.

The Project Authority will provide comments, or approval within 10 calendar days after Contract Award. The Contractor must revise and resubmit the Update within 1 week of receipt of comments.

#### **4.2 Indigenous Benefits Plan Monthly Report**

The Contractor must provide a detailed report along with its monthly invoice detailing the benefits accomplished to date. The contractor must indicate if any objectives were not met, identify why not, explain how the situation will be remedied and within what timeframe.

#### **4.3 Indigenous Benefits Plan Final Report**

The Contractor must provide a detailed report on the Indigenous Benefits accomplished throughout the project. This report must be provided to the Contracting Officer within 1 month of the closing date of the Construction Period.

#### **4.4 Submission of Documents**

The documents detailed above must be submitted in electronic format to the Project Authority.

## **Attachment 1**

### **Instructions to Bidders**

#### **1. Preamble**

The Bidder's proposal must include a Statement of Indigenous Benefits and Indigenous Benefits Plan as described in this attachment.

#### **2. Requirements for Bidders**

In order to receive points for any Indigenous Benefits Plan provided, the following requirements must be met.

##### **2.1 Statement of Indigenous Benefits**

The Bidder's proposal must include a clear description of the minimum amount of Indigenous Benefits committed to during Construction Period of the project and must describe how the Bidder will address the contractual requirements of this procurement for the inclusion of Indigenous labour, Indigenous training and the sub-contracting of Indigenous Firms in the area of this contract.

##### **2.2 Indigenous Benefits Plan**

The Bidder's proposal must include an Indigenous Benefits Plan as described in Article 3. Sufficient detail must be included in the Indigenous Benefits Plan to allow Canada to assess the value and quality of the proposed Indigenous Benefits as well as the probability of the Bidder meeting each of the outlined objectives.

#### **3. Indigenous Benefits Plan**

The Bidder's proposal must include an Indigenous Benefits Plan. The Plan must be of sufficient detail to allow Canada to assess the value and quality of the proposed Indigenous Benefits and as well as the probability of the Bidder meeting each objective.

##### **3.1 Human Resources Plan**

The Indigenous Benefits Plan should include a Human Resources Plan which describes how the Bidder proposes to address Indigenous labour and must describe how the employment of Indigenous people will be managed.

The Human Resources Plan should include:

- a) Descriptions of the positions intended to be filled by Indigenous employees,
- b) Strategies for the recruitment, retention and ongoing management of Indigenous throughout the project.

##### **3.2 Indigenous Business Plan**

The Indigenous Benefits Plan should include an Indigenous Business Plan which describes how the Bidder proposes to address the utilization and/or sub-contracting of Indigenous Firms and must describe how the Bidder intends to engage the Indigenous business community.

The Indigenous Business Plan must also address how the Bidder proposes to work with outside organizations which have experience or mandates in various aspects of contracting with Indigenous and Indigenous Firms.

The Indigenous Business Plan should include:

- a) Identification of services or supplies intended to be carried out by Indigenous Firms,
- b) Detail on how Indigenous Firms will be engaged for the identified requirements,
- c) Potential for the development of new or expanded Indigenous capabilities and/or capacity,
- d) Commitment to work with organizations experienced with Indigenous engagement, and
- e) Commitment to exhibit at the Trade Show & Conference.



### 3.3 Skills Development Plan

The Indigenous Benefits Plan should include a Skills Development Plan which describes how the Bidder proposes to address Indigenous training and skills development and describe how it will be managed.

The Skills Development Plan should include:

- a) Descriptions of on-the-job training programs intended for Indigenous employees, and
- b) Strategies for ongoing skills development for Indigenous.

### 3.4 Other Measures

The Indigenous Benefits Plan should include any other plans or measures that the Bidder proposes in relation to Indigenous Benefits which may include, without being limited to, the following:

- a) Community outreach programs to share information and create positive relationships,
- b) Various informational seminars and presentations,
- c) Other educational and training programs for Indigenous, and
- d) Other activities related to but not specified in the Statement of Work.

**Attachment 2**  
**Evaluation Criteria**

**1. Total Points Available**

A total of up to 100 points will be awarded for the inclusion of an Indigenous Benefits Plan (IBP). This will be worth **5%** of the total bid evaluation. Submission of an IBP is mandatory for the bid to be considered compliant.

**2. Evaluation & Assessment of IBP**

For a bid to be assigned points for guarantees made in respect of any IBP bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the IBP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the IBP guarantee and that untrue statements may result in the tender being declared non-responsive.

**3. Contractor Selection**

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be **5%** for the IBP and **95%** for the price.

$$\text{IBP Score} = \frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 5\%$$

$$\text{Price Score} = \frac{\text{Lowest Bid}}{\text{Bidder' Price}} \times 95\%$$

Examples of Weighting:

95 Price and 5 IBP

Bidder	Total Bid Price	\$ Price Calc \$50,000/bidder	Price Score	Price Score out of 95%	IBP Score	IBP Score out of 5%	TOTAL SCORE
a	\$50,000.00	\$50,000/\$50,000	100.0	95.0	50	2.5	97.5 *
b	\$55,000.00	\$50,000/\$55,000	90.9	86.4	100	5.0	91.4
c	\$54,000.00	\$50,000/\$54,000	92.6	88.0	100	5.0	93.0

\* Successful Bidder

**4. Indigenous Benefit Plan Criteria**

<b>BID CRITERIA</b>	<b>TOTAL AVAIL. POINTS</b>
Canada reserves the right to confirm validity of all declarations / guarantees.	
<p><b>1. HUMAN RESOURCES PLAN:</b> The employment of Indigenous people from the Area of the Contract, in carrying out the work of the contract.</p> <p>Bidders will be evaluated on their firm guarantee to use Indigenous people from the area of the contract in carrying out the work regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Points awarded should be supported by a list of specific positions that may or will be staffed by Indigenous peoples and will be confirmed during activities based on supporting documentation provided by the Contractor.</p> <p>Points will be assigned for the following criteria:</p> <p>3 points - for each position offered to indigenous persons that results in continuous employment for the duration of the contract</p> <p>2 points - for each position offered to indigenous persons that results in continuous employment for 3 months or longer during the contract period</p> <p>1 points - for each position offered to indigenous persons that results in continuous employment for 1 month during the contract period</p> <p>Full points will be assigned for providing indigenous employment to more than 25% of the full time equivalent work supplied during the contract period.</p> <p>*** Penalties Conditions will apply to this criterion.</p>	25 Points
<p><b>2. INDIGENOUS BUSINESS PLAN:</b> The use of sub-contractors or suppliers that are Indigenous in carrying out the contract.</p> <p>Bidders will be evaluated on their firm guarantee to use Indigenous Sub-Contractors for services or the procurement of supplies and equipment from the local Indigenous Communities as defined in the Area of Contract.</p> <p>Points awarded should be supported by a list of specific sub-contractors or suppliers that may or will be used by the Contractor and will be confirmed during activities based on supporting documentation provided by the Contractor.</p> <p>Points will be assigned for the following criteria:</p> <p>5 points - for each sub-contractor used that result in continuous employment for the duration of the contract or supplier used for all materials or services</p> <p>4 points - for each sub-contractor used that results in continuous employment for 6 months or longer during the contract period or supplier used for most materials or services</p> <p>3 points - for each sub-contractor used that results in continuous employment for 2 – 3 months during the contract period or supplier for some materials or services</p> <p>*** Penalty Conditions will apply to this criterion.</p>	25 points

<p><b>3. SKILLS DEVELOPMENT PLAN (TRAINING):</b> Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Indigenous peoples from the area of the contract at no additional cost under this Contract. “Training and Apprenticeship” is considered delivered when the receiving individuals are registered and acquiring certifiable work skills. This is typically achieved through an independent third party certification process.</p> <p>Points awarded should be supported by a list of specific training that will be provided and the applicable resulting certification achieved.</p> <p>Points will be assigned for the following criteria:</p> <p>3 points – for each individual provided advancement of post-secondary education or Red Seal Trade certification</p> <p>1 point - for each certificate that results from sponsored training (limited to 3 for each individual)</p> <p>*** Penalty Conditions will apply to this criterion</p>	<p>25 Points</p>
<p><b>4. OTHER MEASURES:</b> Bidders will be evaluated on their undertaking of a commitment to offer other opportunities to the local Indigenous Communities. The bidder should describe these opportunities in their IBP. Examples of other measures include the following:</p> <ul style="list-style-type: none"> <li>• Community outreach programs to share information and create positive relationships</li> <li>• Various informational seminars and presentations</li> <li>• Using Indigenous accommodations</li> <li>• Providing transportation to/from local communities to job site</li> <li>• Other educational and training programs for Indigenous People</li> <li>• Other activities related to but not specified in the Statement of Work</li> </ul> <p>Points awarded should be supported by a description of the other measures proposed in the IBP.</p> <p>Points will be assigned for the following criteria:</p> <p>Up to 5 points - for each other measure committed to and implemented</p>	<p>25 Points</p>
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>100 Points</b></p>

**5. BIDDER GUARANTEE AND CERTIFICATION**

1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.

Example Table Format:

<b>1. Human Resources Plan</b>	
<b>Position Title and Number of Employees</b>	<b>Anticipated Length of Position Duration throughout Contract</b>
<b>2. Indigenous Business Plan</b>	
<b>Subcontractor or Supplier Name</b>	<b>Anticipated Length of Service Duration throughout Contract</b>
<b>3. Skills Development Plan</b>	
<b>Training or Apprenticeship Program and Resulting Certification</b>	<b>Number of Peoples Offered Training</b>
<b>4. Other Measures</b>	
<b>Description of Proposed Measure</b>	

**Bidder Certification**

The Bidder must submit the following certification if an IBP guarantee is being provided, either at time of bid submission, or prior to contract award.

<b>INDIGENOUS BENEFITS PLAN CERTIFICATION:</b>		
_____	_____	_____
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<p><b>The bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete.</b></p>		

**Attachment 3**

**Final Contractor Achievement Reporting and Certification**

1. For successful Contractor only - If an IBP guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the IBP portion of their bid. The following table format must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor at the end of contract / prior to final payment.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Information provided may be subject to verification.
4. The IBP Certification and IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' IBP guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in the full 2% penalty of the final contract value.

Example Table Format:

<b>1. Achievement of Human Resources Plan</b>	
<b>Position Title and Name of Indigenous Employee</b>	<b>Length of Position Worked throughout the duration of the Contract</b>
<b>2. Achievement of Indigenous Business Plan</b>	
<b>Subcontractor or Supplier Name</b>	<b>Length of Service Used throughout the duration of the Contract</b>
<b>3. Achievement of Skills Development Plan</b>	
<b>Name of Training/Apprenticeship Recipient</b>	<b>Name of Training and Certification Received</b>
<b>4. Achievement of Other Measures</b>	
<b>Description Other Measures Implemented</b>	

**CONTRACTOR CERTIFICATION**

<b>INDIGENOUS BENEFIT PLAN ACHIEVEMENT CERTIFICATION:</b>		
_____	_____	_____
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.</b>		

**Attachment 4**  
**Indigenous Benefits Plan Penalty Conditions**

1. Under the provisions of the proposed contract, where the contractor meets the IBP guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor fails to fulfill their commitment of the Indigenous Benefits Plan, an amount of up to **2%** of the final total contract value may be deducted from the hold back provisions or final payment.
3. The penalty amounts will be determined as per tables 1A, 1B, and 1C below.
4. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. Canada reserves the right, at their sole discretion, to reduce or eliminate damages if it can be clearly demonstrated that significant efforts were made to meet the IBP guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the penalty calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the IBP calculation at the time of change order or amendment negotiation.

**TABLE 1A - ASSESSMENT OF HUMAN RESOURCES PENALTY**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve their <b>Indigenous Human Resources</b> guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-10 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP human resources guarantee.            10-20 points - Contractor demonstrated moderate effort while attempting to meet the IBP human resources guarantee.            20-30 points - Contractor demonstrated outstanding effort while attempting to meet the IBP human resources guarantee.</p>	30	
2	<b>TOTAL ASSESSED SCORE</b>	30	
3	<p><b>TOTAL CALCULATED PENALTY:</b>            (30 - total assessed score)% x (Final contract value) x 2%</p>	\$	
4	<b>COMMENTS/JUSTIFICATIONS:</b>		
5	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative:</b> _____</p> <p><b>Technical Authority:</b> _____</p> <p><b>Contracting Officer:</b> _____</p>		



TABLE 1B - ASSESSMENT OF INDIGENOUS BUSINESS PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve their <b>Indigenous Business Plan</b> guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-10 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP business plan guarantee.                      10-20 points - Contractor demonstrated moderate effort while attempting to meet the IBP business plan guarantee.                      20-30 points - Contractor demonstrated outstanding effort while attempting to meet the IBP business plan guarantee.</p>	30	
2	<b>TOTAL ASSESSED SCORE</b>	30	
3	<p><b>TOTAL CALCULATED PENALTY:</b>                      (30 - total assessed score)% x (Final contract value) x 2%</p>	\$	
4	<b>COMMENTS/JUSTIFICATIONS:</b>		
5	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p>Departmental Representative: _____</p> <p>Technical Authority: _____</p> <p>Contracting Officer: _____</p>		

**TABLE 1C - ASSESSMENT OF SKILLS DEVELOPMENT PENALTY**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor’s ability to demonstrate diligent efforts to achieve their <b>Skills Development</b> guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the IBP skills development guarantee.                      13-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP skills development guarantee.                      27-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP skills development guarantee.</p>	40	
2	<b>TOTAL ASSESSED SCORE</b>	40	
3	<p><b>TOTAL CALCULATED PENALTY:</b>                      (40 - total assessed score)% x (Final contract value) x 2%</p>	\$	
4	<b>COMMENTS/JUSTIFICATIONS:</b>		
5	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative:</b> _____</p> <p><b>Technical Authority:</b> _____</p> <p><b>Contracting Officer:</b> _____</p>		

## **APPENDIX 4 - 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.

Solicitation No. - N° de l'invitation  
5P420-18-0020/B

Amd. No. - N° de la modif.

Buyer - l'acheteur  
Rebecca Chen

Client Ref. No. - N° de réf. du client  
35804

File Name - Nom du dossier  
Hwy 10 Rehabilitation KM 40-54 – Riding Mountain National Park

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

**CERTIFICATE OF INSURANCE**



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work	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, referred to in the contract as "Her Majesty," represented by the Minister of the Environment for the purposes of the Parks Canada Agency, referred to in the contract as the "Minister"***

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y



CERTIFICATE OF INSURANCE Page 2 of 2

**General**

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of the Environment for the purposes of the Parks Canada Agency.

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

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

**Commercial General Liability**

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

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

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

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

## ANNEX B - ATTESTATION FORM

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

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

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

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

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

Location of Work
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General Description of Work to be Completed
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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 \_\_\_\_\_