



**RETURN BIDS TO:  
RETOURNER LES SUBMISSION À :**

Parks Canada Agency Bid Receiving Unit  
National Contracting Services  
220 - 4 Avenue S.E., suite 720  
Calgary, AB T2G 4X3

**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**  
**220 - 4 Avenue S.E. Suite 720**  
**Calgary, AB T2G 4X3**

<b>Title-Sujet</b> Highway 10 Chip Seal (KM 0-25) – Riding Mountain National Park		
<b>Solicitation No. - No. de l'invitation</b> 5P420-19-0056/A	<b>Date:</b> May 1, 2019	
<b>GETS Reference No. – No de reference de SEAG</b> PW-19-00873527	<b>Client Ref. No. – No. de réf du client.</b> 35805	
<b>Solicitation Closes:</b>		
<b>at – à</b> 2:00 PM	<b>on – le</b> May 16, 2019	<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 <a href="mailto:rebecca.chen2@canada.ca">rebecca.chen2@canada.ca</a>		
<b>Telephone No. - No de téléphone</b>	<b>Fax No. – No de FAX:</b>	
(587) 439-3529	(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 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

#### **Two-Envelope Bid**

This Bid must be submitted following a "two-envelope" procedure. Refer to SI04 of the special Instruction to Bidders.

#### **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**

The Government of Canada has replaced cheques with direct deposit payment(s), an electronic transfer of funds deposited directly into a bank account. New vendors who are awarded a contract will be required to register their direct deposit information with Parks Canada to receive payment.

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

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

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### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2018-06-21)

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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## **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 (2018-06-21)
  - 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.chen2@canada.ca](mailto:rebecca.chen2@canada.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 SUBMISSION OF BID**

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. The Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - a. Solicitation Number;

- b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
3. Any required document(s) in reference to Appendix 3 (Indigenous Benefits Plan), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
    - a. ENVELOPE 1 – INDIGENOUS BENEFITS PLAN;
    - b. Solicitation Number; and
    - c. Name of Bidder.
  4. The Bid and Acceptance Form (BA), Combined Price Form, and Bid Security if applicable, shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
    - a. ENVELOPE 2 - PRICE;
    - b. Solicitation Number; and
    - c. Name of Bidder.
  5. Timely and correct delivery of bids is the sole responsibility of the Bidder.

#### **SI05 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

#### **SI06 OPENING OF BIDS / EVALUATION**

1. There will be no public opening at bid deposit time.
2. Envelope 1 – Indigenous Benefits Plan (IBP) - will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Failure to submit a mandatory IBP package render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned unopened to the bidder.
3. Envelope 2 - Price: Only those envelopes from Bidder's that meet the requirements of the Qualifications must be opened. Envelope 2 submittals will be evaluated against the requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
4. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
5. Bid results may be obtained from the Contracting Officer named on the cover page of the Invitation to tender following completed evaluation.

#### **SI07 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)

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

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1.above is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1.above is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
- a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under G111 of R2710T.

#### **SI09 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided with one electronic 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.

#### **SI10 INDIGENOUS BENEFITS PACKAGE (IBP)**

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 7.5% for the IBP and 92.5% 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 PWGWSC-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	(2018-06-21);
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	(2018-06-21);
GC8	Dispute Resolution	R2880D	(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.

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

### **BA01 IDENTIFICATION**

Highway 10 Chip Seal (KM 0-25) – Riding Mountain National Park

Parks Canada Agency requires a contractor to provide all work associated with the rehabilitation of the Highway 10 road surface (km0.0 to km25.3). The work generally consists of supply and placement of chip seal to the pavement surface furthering the life of the asset.

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 July 31, 2019.

### **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

- 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	L.S.	1	
2	01 55 26	Traffic Accommodation	L.S.	1	
3	01 21 00	Prime Cost Sum	L.S.	1	\$40,000
<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	32 01 13.01	Crack Repair, Spray Patch	m	3,000		
2	32 01 13.01	Single Asphaltic Surface Treatment	m <sup>2</sup>	150,000		
3	32 01 13.01	Shoulder Fog Coat	m <sup>2</sup>	43,500		
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable tax(s)						

<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable tax(s)					
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## 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**

### **PART A INFORMATION**

#### **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 ex. 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. 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.

##### **2.1 Requirements for Bidders**

In order to receive points for any Indigenous Benefits Plan provided, the Bidder's proposal must include a clear description of the minimum amount of Indigenous Benefits guaranteed 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.

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. Reporting Requirements**

##### **3.1 Indigenous Benefits Plan Submission**

The Contractor must provide an Indigenous Benefits Plan. The plan will provide detail on sub-contracting, skills development, and employment activities. The plan 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.

##### **3.2 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.

##### **3.3 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 completion of the work.

## PART B EVALUATION CRITERIA

### 1. Evaluation & Assessment of IBP

A total of up to 100 points will be awarded for the inclusion of an Indigenous Benefits Plan (IBP). This will be worth 7.5% of the total bid evaluation. Submission of an IBP is mandatory for the bid to be considered compliant.

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 Table 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.

Bidders will be held to guarantees / certifications made under their Plan, regardless of the points achieved under the evaluation of the IBP bid criteria.

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.

### 2. Contractor Selection

The Contractor selection will be based on the highest responsive combined rating of IBP and price. The ratio will be **7.5%** for the IBP and **92.5%** for the price.

$$\text{IBP Score} = \frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 7.5\%$$

$$\text{Price Score} = \frac{\text{Lowest Bid}}{\text{Bidder' Price}} \times 92.5\%$$

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

Examples of weighting:

92.5% Price and 7.5% IBP

Bidder	Total Bid Price	\$ Price Calc \$50,000/bidder	Price Score	Price Score out of 92.5%	IBP Score	IBP Score out of 7.5%	TOTAL SCORE
a	\$50,000.00	\$50,000/\$50,000	100.0	92.5	50	3.8	96.3 *
b	\$55,000.00	\$50,000/\$55,000	90.9	84.1	100	7.5	91.6
c	\$54,000.00	\$50,000/\$54,000	92.6	85.6	100	7.5	93.1

\* Successful Bidder

### 3. Evaluation Criteria

<b>BID CRITERIA</b> <i>Canada reserves the right to confirm validity of all declarations / guarantees.</i>	<b>TOTAL AVAIL. POINTS</b>
<p><b>1. HUMAN RESOURCES PLAN:</b></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. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, value or cost of labour, labour hours and the total project hours that may or will be staffed by onsite Indigenous employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>Total guaranteed Indigenous Employment/Labour % of Contract: _____%</p> <p>Points will be assigned based on a percentage % of the total Points available:</p> <p>Indigenous Employment %      x      total points available</p> <p>Bidder <u>must demonstrate</u> how they will meet their Labor %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p>	20 Points
<p><b>2. INDIGENOUS BUSINESS PLAN:</b></p> <p>Bidders will be evaluated on their firm guarantee to use Indigenous Contractors for services or the procurement of supplies and equipment from the local Indigenous Communities as defined in the Area of Contract.</p> <p>Note: if the Prime Contractor is an Indigenous owned business, all supplier and subcontracting costs qualify as Indigenous Sub-Contracting/Supplier Costs.</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>Total guaranteed Indigenous Subcontractors/Suppliers % of Contract: _____%</p> <p>Points will be assigned based on a percentage % of the total Points available:</p> <p>Indigenous Subcontractors/Suppliers %      x      total points available</p> <p>Percentages <u>must be supported</u> by a list of specific subcontractor/suppliers that can be confirmed as Indigenous subcontractors. Verification of Indigenous businesses may be made through:</p> <ul style="list-style-type: none"> <li>• Indigenous and Northern Affairs Canada (INAC) Aboriginal Business Directory. <a href="https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058">https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058</a></li> <li>• In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.</li> <li>• The Inuit Firm Registry Database <a href="http://inuitfirm.tunngavik.com/">http://inuitfirm.tunngavik.com/</a></li> <li>• A list provided by the local First Nations, if applicable</li> </ul>	40 points

**3. SKILLS DEVELOPMENT PLAN (TRAINING):**

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.

Training hours committed must be supported by a list of specific training that will be provided, value of training, number of hours committed and the applicable resulting certification achieved.

Trade Apprenticeship and Trade Skills Development hours must count toward Red Seal Trade Certification in order to count. Health and Safety Training Hours must be accredited through a third party certification process in order to count. Bidders that commit to Trade Apprenticeship and Trade Skills Development hours, will earn a multiplier of 1.5 hrs for every one (1) hour proposed for scoring of "Calculated Number of Trades Apprenticeship and Trade Skills Development Hours".

To establish the total training score, "Health and Safety Hours" and "Calculated Number of Trade Apprenticeship and Trade Skills Development Hours" will be added together. Each responsive bid will be prorated against the bidder proposing the highest number of total training hours, with the proposal committing to the highest number of training hours receiving full points.

30  
Points

	Bidder 1	Bidder 2	Bidder 3
Proposed number of Health & Safety Training Hours certified through a recognized third party organization	20 hours	35 hours	60 hours
Proposed number of Trade Apprenticeship and Trade Skill Development Hours	100 hours	50 hours	0
Calculated number of Trade Apprenticeship and Trade Skills Development Hours (with 1.5 multiplier – for scoring purposes only)	100 hours * 1.5= 150	50 hours * 1.5 = 75	0 hours * 1.5 =0
Total number of training hours proposed	170	125 hrs	60
Calculation of points	170/170 = 100% of total points available	125/170 = 74% of total points available	60/170 = 35% of total points available

*If only one bidder makes a commitment with respect to delivery of on-the-job training and apprenticeship programs, points will be assigned, at Canada's discretion, based on the assessed socio-economic benefit to the Area of the Contract.*



<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 work to be completed under the Contract</li></ul> <p>Guarantees must be supported by a description, value and firm commitment of the measures proposed.</p> <p>Points will be assigned, at Canada's discretion, for each measure committed, based on its achievability and the assessed socio-economic benefit to the Area of the Contract.</p>	<p>10 Points</p>
<p><b>TOTAL POSSIBLE POINTS</b></p>	<p><b>100 Points</b></p>

#### 4. Bidder Guarantee and Certification

1. At time of bid submission - The table below may be used by bidders to submit their proposals.
2. Information provided may be subject to verification.
3. For follow-up purposes, the communities may receive copies of the contractors Indigenous Benefits plan and periodically receive performance monitoring results
4. Bidders will be held to guarantees / certifications made under their Plan, regardless of the points achieved under the evaluation of the IBP bid criteria.

Example Table Format:

1. Human Resources Plan		
Guaranteed % of Indigenous Labour = _____ %		
Name & Position Title (Provide name(s) where possible)	Onsite Indigenous Employee Hours	Total Employee Hours
Bidders to include the # of hours to be worked, categories, overall percentage of labour, labour hours and the total project hours		
2. Indigenous Business Plan		
Guaranteed % Indigenous Subcontracting = _____ %		
Subcontractor or Supplier Name	Value of work to be Sub-contracted	
3. Skills Development Plan		
Name & Position Title (Provide name(s) where possible)	Type of Training	Indigenous Training Hours
Bidders MUST include type of training and hours of training.		
4. Other Measures		
Description and Value of Proposed Measure(s)		

#### 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.

INDIGENOUS BENEFITS PLAN CERTIFICATION:		
_____	_____	_____
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<p>The bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete. The bidder acknowledges and confirms that any commitments or guarantees in its bid for this contract are covenants under this contract.</p>		

**PART C 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 1 month of contract completion, may result in the full penalty identified in Part D.

Example Table Format:

<b>1. Achievement of Human Resources Plan</b>		
Current % of onsite Indigenous Labour = _____ %		
<b>Name &amp; Position Title</b>	<b>Onsite Indigenous Employee Hours</b>	<b>Total Employee Hours</b>
<b>2. Achievement of Indigenous Business Plan</b>		
Current % Indigenous Subcontracting = _____ %		
<b>Subcontractor or Supplier Name</b>	<b>Value of work Sub-contracted</b>	
<b>3. Achievement of Skills Development Plan</b>		
<b>Name &amp; Position Title</b>	<b>Type of Training</b>	<b>Indigenous Training Hours</b>
<b>4. Achievement of Other Measures</b>		
Description and Value of Proposed Measure(s)		

**CONTRACTOR CERTIFICATION**

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

## **PART D 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 guarantee of the Indigenous Benefits Plan, an amount of up to the assessed value of the guarantee may be deducted from the hold back provisions or final payment.
3. The penalty amounts will be determined based on the difference between the assessed value of the guarantee and the value of fulfilled portion of the guarantee.
4. For the purposes of the penalty calculation in situations where a guarantee is a percentage of the Contract Value, the "Contract Value" is calculated as the final contract value including 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.
5. 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.
6. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
7. 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.

**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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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured
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***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 \_\_\_\_\_