



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada

Room 100

167 Lombard Ave

Winnipeg

Manitoba

R3B 0T6

Bid Fax: (204) 983-0338

INVITATION TO TENDER

APPEL D'OFFRES

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

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

Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada

Northern Contaminated Site Program

ATB Place North Tower

10025 Jasper Avenue

Edmonton

Alberta

T5J 1S6

Title - Sujet Hazardous Materials Abatement and D	
Solicitation No. - N° de l'invitation ET022-181307/A	Date 2017-10-11
Client Reference No. - N° de référence du client PSPC-ET022-181307	GETS Ref. No. - N° de réf. de SEAG PW-\$NCS-013-11201
File No. - N° de dossier NCS-7-40134 (013)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-10-27	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Wiebe, Amanda	Buyer Id - Id de l'acheteur ncs013
Telephone No. - N° de téléphone (204) 510-9736 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ENVIRONMENTAL SERVICES 100-167 LOMBARD AVE WINNIPEG Manitoba R3B0T6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-7-40134

Buyer ID - Id de l'acheteur
NCS011
CCC No./N° CCC - FMS No./N° VME

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Room 100, 167 Lombard Ave.
Winnipeg, Manitoba
R3B 0T6

"Firms intending to submit bids on this project should obtain bid documents through the GETS service provider on the Government of Canada Web site at <http://buyandsell.gc.ca/procurement-data/tenders>.

Firms that obtain bid documents from a source other than the official site run the risk of not receiving a complete package."

INVITATION TO TENDER Standard ITT

Hazardous Material Abatement – Fort Simpson

IMPORTANT NOTICE TO BIDDERS

PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY

Prompt Payment Principles

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- **Promptness:** The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- **Transparency:** The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- **Shared responsibility:** Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

SUPPORT THE USE OF APPRENTICES

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Bidder's commitment to hire and train apprentices is available on Appendix 3.

PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

ADDITION OF TERMINOLOGY

Take note of the additional paragraph included in clause R2810D identified in SC03.

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Revision of Bid
SI04	Bid Results
SI05	Insufficient Funding
SI06	Bid Validity Period
SI07	Construction Documents
SI08	Limitations of Submissions
SI09	Web Sites

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>

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

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-7-40134

Buyer ID - Id de l'acheteur
NCS011
CCC No./N° CCC - FMS No./N° VME

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

SC01 Industrial Security Related Requirements, Documents Safeguarding
SC02 Insurance Terms
SC03 Interpretation
SC04 Performance Evaluation - Contract

BID AND ACCEPTANCE FORM (BA)

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

APPENDIX "1" INTEGRITY PROVISIONS

APPENDIX "2" LISTING OF SUBCONTRACTORS

APPENDIX "3" VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

ANNEX "A" SPECIFICATIONS

ANNEX "B" CERTIFICATE OF INSURANCE

ANNEX "C" VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

ANNEX "D" LUMP SUM BREAKDOWN

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.

1. 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>

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at e-mail address Amanda.Wiebe@tpsgc-pwgsc.gc.ca except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than **five (5)** calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.

2. To ensure consistency and quality of the information provided to Bidders, PWGSC 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 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 (204)983-0338.

SI04 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" (top left corner) for the receipt of bids shortly after the time set for solicitation closing.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by calling (204) 510-9736.

SI05 INSUFFICIENT FUNDING

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

- a. cancel the solicitation; or

- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

SI06 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 will 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 will 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 will, 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.

SI07 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one electronic copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer.

SI08 LIMITATION OF SUBMISSIONS

- 1) While there is no requirement for firms to participate in this procurement in joint venture, they may elect to do so if they see fit. However, only one submission per bidder will be accepted, whether it is submitted by a firm as an individual Bidder or by that firm as part of a joint venture Bidder. If more than one submission is received from a firm acting either individually or in joint venture, all such submissions shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the firm forms part.
- 2) A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
- 3) An arrangement whereby Canada contracts directly with a Contractor who may retain sub-contractors to perform portions of the work is not a joint venture arrangement. A sub-contractor may be proposed as part of the Contractors Team by more than one Bidder.
- 4) Any joint venture must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

SI09 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§ion=text#appl>

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

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

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-7-40134

Buyer ID - Id de l'acheteur
NCS011
CCC No./N° CCC - FMS No./N° VME

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

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, Industrial Security Services
<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/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	(2017-08-17);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2016-01-28);
GC6	Delays and Changes in the Work	R2860D	(2016-01-28);
GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
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>

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

SUPPLEMENTARY CONDITIONS (SC)

SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENT SAFEGUARDING

There is no document security requirement applicable to this Contract.

SC02 INSURANCE TERMS

1) Insurance Contracts

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

2) Period of Insurance

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

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after 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.

SC03 INTERPRETATION

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

“Architectural and Engineering Services”:

Mean's services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

“Construction Services”:

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-7-40134

Buyer ID - Id de l'acheteur
NCS011
CCC No./N° CCC - FMS No./N° VME

Means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

“Facility Maintenance Services”:

Means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

SC04 PERFORMANCE EVALUATION - CONTRACT

R2710D General Condition is modified to include the following:

2. The form [PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is generally used to record the performance. However, should the actions of the contractor require the initiation of a conditional amendment and/or a Termination by Default, PWGSC may proceed with a Vendor Performance Corrective Measure assessment. Additional information about Conditional Amendments and the Vendor Performance Corrective Measure Policy may be found at: <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-7-40134

Buyer ID - Id de l'acheteur
NCS011
CCC No./N° CCC - FMS No./N° VME

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

R.077489.025 Hazardous Material Abatement – Fort Simpson, NT
Public Services and Procurement Canada (PSPC) – Environmental Services and Contaminated Sites Management (ESCSM) branch has been retained to manage the hazardous materials abatement program and subsequent building demolition for residential properties located at 9609 and 9801, 102 Street in Fort Simpson, Northwest Territories.

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

Industrial Security Program Organisation Number (ISP ORG#) _____
(when required)

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 of

\$ _____ excluding Applicable Tax(s).
(amount in numbers)

The successful bidder will be required to complete the Lump Sum Breakdown in Annex D upon request of the Contracting Authority. The submission will be a condition precedent to award.

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 within eight weeks from the date of notification of acceptance of the offer.

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

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-7-40134

Buyer ID - Id de l'acheteur
NCS011
CCC No./N° CCC - FMS No./N° VME

APPENDIX 2 - LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders, bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios * and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at page 2 of 2.

If you accept fill out and sign page 2 of 2.

** The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-7-40134

Buyer ID - Id de l'acheteur
NCS011
CCC No./N° CCC - FMS No./N° VME

Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

Note: The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

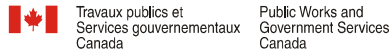
Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-7-40134

Buyer ID - Id de l'acheteur
NCS011
CCC No./N° CCC - FMS No./N° VME

ANNEX A – SPECIFICATIONS – See Attached

ANNEX B - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

CERTIFICATE OF INSURANCE



Page 1 of 2

Description and Location of Work Hazardous Material Abatement – Fort Simpson, NT	Contract No. ET022-181307
	Project No. R.077489.025

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
Additional Insured <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
Pollution Liability				\$		Aggregate
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		\$
Environmental Impairment Liability Insurance						

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

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-7-40134

Buyer ID - Id de l'acheteur
NCS011
CCC No./N° CCC - FMS No./N° VME

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 Public Works and Government Services as an additional Insured.

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.

Contractors Pollution Liability

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

Environmental Impairment Liability Insurance

1. The Contractor must obtain *Pollution Legal Liability - Fixed Site Coverage* insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The *Pollution Legal Liability - Fixed Site Coverage* policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s. 1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

Solicitation No. - N° de l'invitation

ET022-181307

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

PWGSC ET022-181307

Amd. No. - N° de la modif.

File No. - N° du dossier

NCS-7-40134

Buyer ID - Id de l'acheteur

NCS011

CCC No./N° CCC - FMS No./N° VME

For other provinces and territories, send to:

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

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

Solicitation No. - N° de l'invitation
ET022-181307
Client Ref. No. - N° de réf. du client
PWGSC ET022-181307

Amd. No. - N° de la modif.
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NCS-7-40134

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CCC No./N° CCC - FMS No./N° VME

ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT **(Sample)**

(This report is not required at bid deposit)

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted to the Contracting Authority either six months after contract award or at the end of the contract, whichever comes first.

Number of apprentices hired	Trade

ANNEX D – LUMP SUM BREAKDOWN

1. The table below is for information purposes only and will not form part of the Contract.
2. The Lump Sum Breakdown is not required at time of bid closing. Prior to contract award, the assessed best value bidder will be required to complete the table below.
3. The total of the tables below must equal the LUMP SUM AMOUNT (LSA) from the Bid and Acceptance Form total submitted at the time of solicitation closing.

Provision of Item Breakdown(s)

This form is intended to provide the Contracting Authority with a breakdown of the costs included in the Balance of Project Costs (BOPC). It will assist in determining if the cost represents value for money and are considered "fair and reasonable". **Note:** Refer to 1031-2 article 07 for Non Applicable Costs. Further breakdown may be requested where applicable.

ITEM #	DESCRIPTION	UNIT	QUANTITY	PRICE
Residential Building, 9609, 102 Street, Fort Simpson, NWT				
BOPC - 1	Balance of Project Costs are any variable Indirect costs not directly attributable to the pay items and as stipulated in the Measurement for Payment provisions, including but not limited to: - Overhead and Admin., - Profit - Supervision and attendance at meetings, - Commercial General Liability (CGL) Insurance and any other required insurance or WSCC costs, - Equipment repairs and parts supply & transport, - Other miscellaneous costs, etc.	Lump Sum	1	\$
01 11 00-1	Worker Orientation Seminar	Lump Sum	1	\$
01 35 29.14	Site-Specific Health and Safety Plan	Lump Sum	1	\$
01 74 21	Construction/Demolition Waste Management and Disposal	Lump Sum	1	\$
01 78 00-1	Closeout Submittals	Lump Sum	1	\$
02 41 16	Structure Demolition	Lump Sum	1	\$
02 81 01-1	Hazardous Materials Abatement	Lump Sum	1	\$
31 23 33.01	Excavating, Trenching and Backfilling.	Lump Sum	1	\$
Duplex Residential Building, 9801, 102 Street, Fort Simpson, NWT				
BOPC - 1	Balance of Project Costs are any variable Indirect costs not directly attributable to the pay items and as stipulated in the Measurement for Payment provisions, including but not limited to: - Overhead and Admin., - Profit - Supervision and attendance at	Lump Sum	1	\$

ET022-181307

NCS011

PWGSC ET022-181307

NCS-7-40134

	meetings, - Commercial General Liability (CGL) Insurance and any other required insurance or WSCC costs, - Equipment repairs and parts supply & transport, - Other miscellaneous costs, etc.			
01 11 00-1	Worker Orientation Seminar	Lump Sum	1	\$
01 35 29.14	Site-Specific Health and Safety Plan	Lump Sum	1	\$
01 74 21	Construction/Demolition Waste Management and Disposal	Lump Sum	1	\$
01 78 00-1	Closeout Submittals	Lump Sum	1	\$
02 41 16	Structure Demolition	Lump Sum	1	\$
02 81 01-1	Hazardous Materials Abatement	Lump Sum	1	\$
31 23 33.01	Excavating, Trenching and Backfilling.	Lump Sum	1	\$
TOTAL LUMP SUM AMOUNT		\$		