



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver

British Columbia

V6Z 0B9

Bid Fax: (604) 775-9381

**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 -  
Pacific Region

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver

British C

V6Z 0B9

<b>Title - Sujet</b> WMC Remediation Contaminated Soil	
<b>Solicitation No. - N° de l'invitation</b> EZ897-210334/A	<b>Date</b> 2020-07-07
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-038-8793
<b>File No. - N° de dossier</b> PWY-0-43023 (038)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-07-31</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chiasson (PWY), Danielle	<b>Buyer Id - Id de l'acheteur</b> pwy038
<b>Telephone No. - N° de téléphone</b> (604) 349-7097 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC - Mile 101, Alaska Hwy - Wonowon, BC	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## INVITATION TO TENDER

### Remediation of Contaminated Soil and Soil Treatment Facility Operation

### Wonowon Maintenance Camp and Sikanni Maintenance Camp – Alaska Highway, BC

#### IMPORTANT NOTICE TO BIDDERS

##### **TWO-ENVELOPE BID**

This Bid shall be submitted following a “two-envelope” procedure. Refer to SI06 of the Special Instructions 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/divulgence-disclosure/psdic-ppci-eng.html>

##### **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 <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

##### **LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Take note that R2710T, GI07 “Listing of Subcontractors and Suppliers” has been amended. See SI16 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

##### **BRITISH COLUMBIA PROVINCIAL SALES TAX ACT – REAL PROPERTY CONTRACTORS**

Identified in SI15

##### **TENDER ENQUIRIES:**

Danielle Chiasson

Supply Specialist

Tel: (604) 349-7097

Email: [Danielle.Chiasson@pwgsc-tpsgc.gc.ca](mailto:Danielle.Chiasson@pwgsc-tpsgc.gc.ca)

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### **R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2019-05-30)**

The following sections of clause R2710T are set out in Web site;

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

GI01	Integrity Provisions - Bid
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Solicitation No. - N° de l'invitation  
EZ897-210334/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY038

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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BA06 Construction Time  
BA07 Bid Security  
BA08 Signature

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**ANNEX B VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

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## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

### SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Invitation to tender (ITT).
2. Bidders responding to this ITT are requested to submit a full and complete quotation refer to SI06 'Submission of Bid'.

### SI02 BID DOCUMENTS

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2019-05-30)
  - 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>

### SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

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

### SI04 MANDATORY BIDDER'S CONFERENCE

1. There will be an online bidder's conference on Thursday July 16, 2020 at 11:00 am PDT. Interested bidders may attend either by phone (audio) or by computer (audio and/or video), though we recommend you take advantage of the video as we will present visuals.
2. The bidders' conference for this project is MANDATORY and attendance will be taken. The representative of the Bidder must register with the Contracting Authority. Bids submitted by **Bidders who have not registered for the conference will be rejected.**
3. The details for logging in to this meeting will be made available to all bidders who express an interest in attending by contacting the Contracting Authority before 3:00 pm PDT on Tuesday July 14, 2020. If you wish to attend, please contact Danielle Chiasson at [Danielle.chiasson@pwgsc.gc.ca](mailto:Danielle.chiasson@pwgsc.gc.ca)

## **SI05 INDIGENOUS BENEFITS PLAN**

As part of Canada's commitment to support its First Nations population, this procurement contains a MANDATORY Indigenous Benefits Plan (IBP) that aims to provide specific socio-economic benefits to Indigenous People and Indigenous Firms of the Halfway River, Blueberry River, Prophet River and Fort Nelson First Nations. The information that Bidders must provide is set out in Appendix 5 – Qualifications Form and Indigenous Benefits Plan (IBP).

## **SI06 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. The Qualifications Form and Indigenous Benefits Plan (IBP), and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 1 – QUALIFICATIONS FORM AND INDIGENOUS BENEFITS PLAN;
  - b. Solicitation Number; and
  - c. Name of Bidder.
4. The Bid and Acceptance Form (BA), 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. Due to the impacts of the COVID-19 pandemic and to encourage physical distancing, the bid receiving unit in Vancouver will remain open but with limited staff and limited hours: Tuesdays, Thursdays and Fridays only, from 10:30 am to 2:30 pm (Pacific Daylight Time).

## **SI07 REVISION OF BID**

Paragraphs 1 and 3 of GI10 of R2710T are replaced by the following;

A bid submitted in accordance with these instructions may be revised by physically delivering a new price envelope, provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:

- a. REVISED ENVELOPE 1- QUALIFICATION and IBP and/or REVISED ENVELOPE 2 – PRICE,
- b. Solicitation Number, and
- c. Name of Bidder

OR

Ensuring all related information above is included a bid may be revised by facsimile. All monetary revisions to tender amounts must be stated as an addition or deletion to the initially tendered bid price. The facsimile number for receipt of revisions is (604) 775-9381.

#### **SI08 OPENING OF BIDS / EVALUATION**

1. There will be no public opening at bid deposit time.
2. Envelope 1 – Qualifications Form and Indigenous Benefits Plan - will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirements will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned to the bidder.
3. Envelope 2 Price - Submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
4. The responsive bid carrying the lowest price will be recommended for contract award.
5. Bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to tender following completed evaluation.

#### **SI09 LIMITATION OF SUBMISSION**

1. A Bidder may not submit more than one bid. This limitation also applies to the persons or entities in the case of a joint venture. If more than one bid is received from a Bidder (or, in the case of a joint venture, from the persons or entities), all such bids may be rejected and no further consideration shall be given.
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 subcontractors to perform portions of the services is not a joint venture arrangement. A Subcontractor may, therefore, be proposed as part of the bidder team by more than one Bidder. The Bidder warrants that it has written permission from such Subcontractors to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3 above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Bidder shall not include in its submission another Bidder as a member of its team, as a Subcontractor. Bidders shall not provide written permission to propose their services as Subcontractor for other bids. If it is demonstrated that a Bidder was aware of and had granted permission to being listed as subcontractor on another bid, the Bidder's own bid will also be deemed non-compliant.
5. Any joint venture entered into for the provision of professional services or other services 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.

#### **SI10 COMPLETION OF SUBMISSION**

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

#### **SI11 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.

## **SI12 DEBRIEFINGS**

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

## **SI13 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 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 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.

## **SI14 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.

## **SI15 BRITISH COLUMBIA PROVINCIAL SALES TAX ACT – REAL PROPERTY CONTRACTORS**

Real property contractors in the Province of British Columbia who have contracts with the Federal Government may make purchases for use in real property contracts exempt of Provincial Sales Tax (PST) by providing their suppliers with a completed Certificate of Exemption – Contractors (FIN 491) and, if necessary a completed Certification of Exemption – Subcontractor (FIN 493).

Upon request, Canada will provide the General Contractor with a duly signed exemption form, FIN 491 and if applicable FIN 493.

For additional information, please refer to the link noted below:

<http://www2.gov.bc.ca/assets/gov/taxes/sales-taxes/publications/pst-501-real-property-contractors.pdf>

## **SI16 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

R2710T, GI07 has been amended to the following.

### **GI07 (2015-02-25) Listing of Subcontractors and Suppliers**

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

## **SI17 JOINT VENTURE**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
  3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

## **SI18 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#apL>

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  
<http://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	R2810D	(2017-11-28);
GC2	Administration of the Contract	R2820D	(2016-01-28);
GC3	Execution and Control of the Work	R2830D	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-20);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2880D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2015-02-25);
  - 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 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/5/R>
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 SUBSTANTIAL PERFORMANCE OF THE WORK**

R2850D GC5.5.3 is modified to include the following clause:

d. 2 percent of the Contract Amount if the Contractor has not met or exceeded the commitments set out in Appendix 5, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

### **SC03 FINAL COMPLETION**

R2850D GC5.6.2 is modified to:

2. Subject to GC5.2, "Amount Payable", and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of the sum of all payments that were made pursuant to GC5.4, "Progress Payment", and GC5.5, "Substantial Performance of Work" and less 2 percent of the Contract Amount, if the Contractor has not met or exceeded the commitments set out in Appendix 5, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

### **SC04 PERFORMANCE EVALUATION**

R2810D GC1.22 (2017-08-17) Performance evaluation: Contract management is modified to include the following clause:

1, d, i, includes evaluating if the Contractor has not met or exceeded the commitments in the Indigenous Benefits Plan, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Remediation of Contaminated Soil and Soil Treatment Facility Operation  
Wonowon Maintenance Camp & Sikanni Maintenance Camp – Alaska Highway, BC

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

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

Operating Name (if any): \_\_\_\_\_

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 INDICATED IN APPENDIX 1**.

### BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 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 site work by September 30, 2020. Final completion must be achieved by December 4, 2020.

### BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with GI08 - 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.

**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.

<b>BASE WORK (A) – WONOWON MAINTENANCE CAMP</b>						
Line Item	Class of Labour, Plant or Material	Specification Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
1	Pre-Mobilization Submittals	012520 - 1.1.1	Lump Sum	1		
2	Mobilization	012520 - 1.1.2	Lump Sum	1		
3	Site Preparation	012520 - 1.1.3	Lump Sum	1		
4	Standby Time	012520 - 1.1.4	Days	2		
5	Site Restoration	012520 - 1.1.5	Lump Sum	1		
6	Demobilization	012520 - 1.1.6	Lump Sum	1		
7	Closeout Submittals	012520 - 1.1.7	Lump Sum	1		
8	Non-Contaminated Quality Material Transport and Disposal	013543 – 1.1.1	Tonnes	40		
9	Site Facilities – Provision	015200 – 1.1.1	Lump Sum	1		
10	Site Facilities - Operation	015200 – 1.1.2	Lump Sum	1		
11	Contaminated Water Treatment Offsite - Provision	026100.02 – 1.1.1	Lump Sum	1		
12	Contaminated Water Treatment Offsite – Transport and Disposal	026100.02 – 1.1.2	Litres	125,000		
13	Test Pitting	026100.03 – 1.1.1	Hours	10		
14	Oversize Debris Removal	026100.03 – 1.1.2	Hours	4		
15	Excavation	026100.03 – 1.1.3	Cubic Meters	9,400		
16a	Backfill-Imported	026100.03 – 1.1.5	Tonnes	13,200		

<b>BASE WORK (A) – WONOWON MAINTENANCE CAMP</b>						
Line Item	Class of Labour, Plant or Material	Specification Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
16b	Backfill-Overburden	026100.03 – 1.1.6	Cubic Meters	2,800		
17	Contaminated Material Transport-Waste Quality	026100.04 – 1.1.1	Tonnes	9,800		
18	Contaminated Soil Disposal-Waste Quality	026100.06 – 1.1.1	Tonnes	9,800		
<b>BASE WORK (A): TOTAL EXTENDED AMOUNT</b> Excluding applicable taxes						

**OPTIONAL WORK (B)**

Pricing described in OPTIONAL WORK (B) must be provided by the bidder.

The following work shall be considered an optional addition to this tender package. Any bid without the inclusion of the following lines will be considered non-compliant and therefore disqualified.

The Contractor grants to Canada the irrevocable option to acquire the goods and/or services described below as Optional Work and as described in the Specifications and Drawings of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The exercise of any option will be at Canada's sole discretion, the options may only be exercised by the Contracting Authority and will be evidenced through a contract amendment for administrative purposes only.

The Contracting Authority may exercise the option during the period from contract award to contractor mobilization by sending a written notice to the Contractor.

<b>OPTIONAL WORK (B)* - SIKANNI MAINTENANCE CAMP</b>						
Line Item	Class of Labour, Plant or Material	Specification Division - Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
1	Pre-Mobilization Submittals	012520 - 1.1.1	Lump Sum	1		
2	Mobilization	012520 - 1.1.2	Lump Sum	1		
3	Site Preparation	012520 - 1.1.3	Lump Sum	1		
4	Standby Time	012520 - 1.1.4	Days	2		
5	Site Restoration	012520 - 1.1.5	Lump Sum	1		
6	Demobilization	012520 - 1.1.6	Lump Sum	1		
7	Closeout Submittals	012520 - 1.1.7	Lump Sum	1		
8	Non-Contaminated Quality Material Transport and Disposal	013543 – 1.1.1	Tonnes	10		

<b>OPTIONAL WORK (B)* - SIKANNI MAINTENANCE CAMP</b>						
Line Item	Class of Labour, Plant or Material	Specification Division - Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
9	Site Facilities – Provision	015200 – 1.1.1	Lump Sum	1		
10	Site Facilities - Operation	015200 – 1.1.2	Lump Sum	1		
11	Contaminated Water Treatment Offsite - Provision	026100.02 – 1.1.1	Lump Sum	1		
12	Contaminated Water Treatment Offsite - Transport and Disposal	026100.02 – 1.1.2	Litres	150,000		
13	Soil Turning	026100.08 – 1.1.1	Hours	420		
14	Fertilizer Supply and Application	026100.08 – 1.1.2	Tonnes	12		
15	Water Application	026100.08 – 1.1.3	Litres	1,500		
16	Soil Sampling Assistance	026100.08 – 1.1.6	Hours	30		
17	Compliant Soil Relocation	026100.08 – 1.1.7	Cubic Meters	8,000		
18	STF Liner Repairs	012520 – 1.8.1.5	Lump Sump	1		
19	Place and Secure STF Covers	026100.08 – 3.2.1.2	Lump Sum	1		
<b>OPTION WORK (B): TOTAL EXTENDED AMOUNT</b> Excluding applicable taxes						

Notes \* Unit rates for Optional Work items to match unit rates for corresponding Base Work items.

<b>TOTAL EVALUATED BID PRICE</b>	
<b>Total Extended Amount – Base Work (A)</b>	
<b>Total Extended Amount – Optional Work (B)</b>	
<b>TOTAL BID AMOUNT (A) + (B)</b> Excluding applicable taxes	



### APPENDIX 3 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below.

If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must write "own forces" in the table below.

**\*\*\*Failure to comply with these requirements will result in disqualification of the bid\*\*\***

	Subcontractors and Suppliers	Division
1		02 61 00.03 - Excavation Contaminated Sites Excavation (includes backfilling requirements)
2		02 61 00.06 - Disposal of Soil Contaminated Sites Soil Disposal

## APPENDIX 4 - 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](http://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 on page 2 of 2.

If you accept fill out and sign page 2 of 2

*\* The journey-person-apprentice ratio is defined as the number of qualified/certified journeypersons 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.*

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**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:

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## APPENDIX 5 - QUALIFICATION AND INDIGENOUS BENEFITS PLAN (IBP)

### Part 1 - Qualification

Using the provided forms, provide a response to each of the requirements. Responses must be written into the space provided on the project experience form (no modifications allowed). When completing the project experience forms, the page width and length must not exceed 8.5" X 11". References must be the client of the bidder (i.e. Entity that contracted for the work) and have no affiliation with the Bidder.

Bidders must include the following with their submission:

- Completion of the relevant project experience forms (see attachments) for proposed personnel in each category.

Bidders should include the following with their submission but if not provided at bid closing, Canada will request the following at Canada's discretion. The bidder must provide the information within 2 business days upon request by Canada:

- Resumes for proposed personnel in each category: Project Manager (1 individual), Superintendent (1 individual), and Machine Operator (1 individual).

Please note: If replacement or additional personnel are proposed after contract award, they must meet the defined experience level for the category. A resume and completed relevant project experience form of the proposed personnel will be reviewed by the Departmental Representative and is subject to their approval. Resumes must clearly demonstrate the number of years of experience and the relevancy of the experience.

A minimum of two staff must be on-site at all times during construction/remediation. These staff include the superintendent/field coordinator and equipment operator.

All qualifications requirements and information requirements are mandatory.

**The evidence provided by the Bidder may be verified by Canada. Failure by the Bidder to provide the required evidence or in the event that the evidence cannot be verified shall result in the Bidder being disqualified and no further consideration being given to the Bidder. Any blank responses on the project experience forms will result in the bid being disqualified with no further consideration being given to the bidder.**

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

**Define experience levels for each of the personnel categories identified:**

**Project Manager #1:** Minimum 10 years' experience in the environmental/remediation industry including 10 years' experience in overall management (i.e. responsibility for project budget, allocation of technical personnel, and adherence to project schedule) of soil turning/contaminated sites remediation projects. Must have managed one (1) remediation project with a cost of \$1,000,000 or greater in the last five (5) years.

**Project Manager #1 Experience Table**

<b>Name of Individual:</b>	
<b>Total Number of Years' Experience as Project Manager in the environmental/remediation industry (must meet a minimum of 10 years' experience)</b>	

<p><b>Remediation project over \$1,000,000</b></p>	<p>Project Dollar Value:</p> <p>Project Name &amp; Description:</p> <p>Project Completion Date:</p> <p>Reference Name:</p> <p>Reference Phone Number:</p>
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**Superintendent/Field Coordinator #1:** Minimum 10 years' experience in the environmental/remediation industry including 10 years of demonstrated experience in on-site supervision of contracted personnel, inspection and approval of remediation projects similar to federal facilities and properties.

**Superintendent/Field Coordinator #1 Experience Table**

<b>Name of Individual:</b>	
<b>Total Number of Years' Experience in the environmental/remediation industry (minimum 10 years)</b>	
<b>Number of Years' Experience in the superintendent/field coordinator role (minimum 10 years)</b>	
<b>Please provide project name and project reference (must include name and phone # for each reference). Note: Different projects can be used for the evaluation criteria listed below.</b>	
<p><b>Screening of stockpiled soil for coarse materials (rock and debris) for volume reduction and separation.</b></p>	<p>Project Name:</p> <p>Reference Name:</p> <p>Reference Title:</p> <p>Reference Phone #:</p> <p>Brief project description:</p>
<p><b>Segregation of soil by environmental quality for off-site disposal</b></p>	<p>Project Name:</p> <p>Reference Name:</p> <p>Reference Title:</p> <p>Reference Phone #:</p> <p>Brief project description where segregation of soil by environmental quality for off-site disposal was completed:</p>

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**Machine Operator #1:** Minimum five (5) years experience operating heavy equipment.

**Machine Operator #1 Experience Table**

<b>Name of Individual:</b>	
<b>Number of Years Experience in the machine/equipment operator role (minimum 5 years)</b>	
<b>Please provide project name and project reference (must include name and phone # for each reference). Note: Different projects can be used for the evaluation criteria listed below.</b>	
<p><b>Segregation of soil by environmental quality for off-site disposal</b></p>	<p>Project Name:</p> <p>Reference Name:</p> <p>Reference Title:</p> <p>Reference Phone #:</p> <p>Brief project description where segregation of soil by environmental quality for off-site disposal was completed:</p>
<p><b>Operation of various construction equipment such as excavator, bulldozer, drum roller compactor, etc.</b></p>	<p>Project(s) Name:</p> <p>Reference Title:</p> <p>Reference Name:</p> <p>Reference Phone #:</p> <p>Brief project description including types of equipment used. Note: More than one project may be listed for this particular criteria but only one reference is required.</p>

## Part 2 – Indigenous Benefits Plan (IBP)

### Preamble

The Government of Canada is committed to reconciliation and meaningful engagement with Indigenous Peoples. This project will take place on the traditional territories of the Halfway River, Blueberry River, Prophet River and Fort Nelson First Nations. As part of Canada's commitment to reconciliation with First Nations, this procurement requires bidders to include an Indigenous Benefits Plan (IBP) that provides economic benefits to the local first nations on whose traditional territories the project is located through opportunities to provide goods, services, employment, sub-contracting or other measures. The bidder must provide specific planned benefits for the Indigenous People and Indigenous Firms of the above mentioned Nations throughout the duration of the project. PSPC has worked successfully in the past to leverage capacity building for Indigenous peoples and is pleased to continue working collaboratively with Indigenous communities and stakeholders on all federal projects.

The Bidder's bid must include a plan for meaningful opportunities (such as the provision of goods, services, employment, sub-contracting or other measures) for local Indigenous Peoples throughout the duration of the project. Meaningful means the information provided is specific (names of firms and types of goods, services, employment, sub-contacting or other measures that could be provided) and reasonable (there is evidence provided of an effort by the bidder to engage with the local First Nations to determine the capacity within the First Nations to provide those opportunities, for example correspondence or support letter from the First Nation's companies or a record of phone or e-mail conversations).

If the bidder made a valid effort to contact members of the First Nations listed in the preamble (as below) and is unsuccessful in securing sub-contractors or other elements on the IBP as outlined below, it must still submit an IBP with the signed Certification form and provide some detail of its indigenous engagement efforts in addition to its contact efforts in order to meet the outlined objectives. The bidder must attempt to engage all the First Nations listed in the IBP preamble (as below) a minimum of ten (10) calendar days prior to the tender closing date.

#### Contact Information:

Brad Bonner  
Halfway River Group  
Telephone: 250-785-4058  
Email: bbonner@halfwayrivergroup.ca

And

Merli de Guzman  
Director of Operations, Blueberry River First Nations  
Telephone: 250-630-2802  
Email: bandadmin@blueberryfn.ca

And

Josh Mcilmoyle  
Prophet River First Nation  
Telephone 250-261-1937  
Email: Josh.Mcilmoyle@prophetriverfn.ca

And

Brendan Youb  
Eh-Cho-Dene, Fort Nelson First Nation  
Telephone: 250-774-7523  
Cellular: 250-500-1377  
Email: Brendan@ehchodene.com

## **2.1 IBP Form**

Inclusion of an Indigenous Benefits Plan is mandatory. The IBP value must be a minimum of 20.00% of the total bid amount in order to be compliant. Bids not achieving the minimum of 20.00% will be found non-compliant and will not be considered for contract award.

The total bid price (including the optional work) will be used to calculate and verify that the minimum IBP value of 20.00% has been achieved. For example, if a bid is \$1,000,000.00 then the minimum value for the IBP would be \$200,000.00 (\$1,000,000.00 x 20.00%). Please note that only the actual value will be used to determine if a bid is compliant (i.e. no rounding). A bid with an IBP value of 19.9%, for example, will be deemed non-compliant.

Using the provided form, provide a response to each of the requirements. Responses must be written into the space provided on the IBP form (no modifications allowed). When completing the form, the page width and length must not exceed 8.5" X 11".

Bidders must include the following with their submission:

- Goods, services, employment, sub-contracting and/or other measures provided by Indigenous Firms and/or members of the Nations listed in the Preamble. Examples of other measures could include the provision of transportation, training or a Cultural/Environmental Liaison from any of the listed Nation(s) to assist with communications between the contractor and the local community and assist in environmental monitoring, advising on traditional use (if any), etc.
  - If the Prime Contractor is owned by either the Halfway River, Blueberry River, Prophet River, and/or Fort Nelson First Nation, or both, or is part of a joint venture with the Halfway River, Blueberry River, Prophet River, and/or Fort Nelson First Nation, own force will be considered equivalent to sub-contracting.
- Numbers and calculation details on how the bidder achieved an IBP totaling a minimum of 20.00% of their bid price.

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

**A) Goods, Services, Employment and/or Subcontracting provided by Indigenous Firms:**

Identify specific First Nations goods, services, employment, sub-contractors or suppliers that will be used by the Bidder. Include the name of the FN.	Identify the estimated duration (number of days) of the services, employment or sub-contractor deployment.	Identify the estimated value of the goods/material/equipment, services, employment or sub-contracting carried out by the First Nations firms.
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>TOTAL VALUE</b>		\$

Other description/comments:

**B) Other Measures (if applicable):**

Description of any other plans or measures that the Contractor will fulfill for the IBP	Value \$

Other description/comments:

Total Value of the Indigenous Benefits Plan (IBP): \$ \_\_\_\_\_  
**\*Must be at least 20.00% of the bid price\***

**2.2 Indigenous Benefits Plan Certification**

The Bidder must submit the following certification to validate the Indigenous Benefits Plan (IBP) Form provided at the time of bid submission.

**BIDDER'S INDIGENOUS BENEFITS PLAN CERTIFICATION:**

  
  

NAME (PRINT)	TITLE	SIGNATURE	DATE
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The bidder authorized signatory certifies its IBP for contracting submitted with its bid is accurate and complete and acknowledges there is no conflict of interest with its subcontractors as indicated in SI09 – Limitation of Submissions and GI17 Conflict of Interest – Unfair Advantage.

The Bidder should obtain the following name and signature from the Halfway River, Blueberry River, Prophet River, and/or Fort Nelson First Nation depending on which Indigenous group is incorporated in the IBP. The respective Indigenous group should validate and certify that the Indigenous Benefits Plan (IBP) Form provided at the time of bid submission is accurate and complete.

**HALFWAY RIVER FIRST NATION'S INDIGENOUS BENEFITS PLAN CERTIFICATION:**

  
  

NAME (PRINT)	TITLE	SIGNATURE	DATE
--------------	-------	-----------	------

The Halfway River First Nation authorized signature certifies the Halfway River First Nation has been contacted and engaged in the preparation of Part 2 – Indigenous Benefits Plan (IBP).

**BLUEBERRY RIVER FIRST NATION'S INDIGENOUS BENEFITS PLAN CERTIFICATION:**

  
  

NAME (PRINT)	TITLE	SIGNATURE	DATE
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The Blueberry River First Nation authorized signature certifies the Blueberry River First Nation has been contacted and engaged in the preparation of Part 2 – Indigenous Benefits Plan (IBP).

<b>PROPHET RIVER FIRST NATION'S INDIGENOUS BENEFITS PLAN CERTIFICATION:</b>			
NAME (PRINT)	TITLE	SIGNATURE	DATE
The Prophet River First Nation authorized signature certifies the Prophet River First Nation has been contacted and engaged in the preparation of Part 2 – Indigenous Benefits Plan (IBP).			

<b>FORT NELSON FIRST NATION'S INDIGENOUS BENEFITS PLAN CERTIFICATION:</b>			
NAME (PRINT)	TITLE	SIGNATURE	DATE
The Fort Nelson First Nation authorized signature certifies the Fort Nelson First Nation has been contacted and engaged in the preparation of Part 2 – Indigenous Benefits Plan (IBP).			

**2.3 Final IBP Submission**

For the successful Contractor only.

The successful Contractor must submit the Final Indigenous Benefits Plan (in the same format as Part 2) for Canada's approval within 10 business days of the Contract Award. The Final Indigenous Benefits Plan is to include a clear description of the minimum amount of Indigenous Benefits committed to (Goods, services, employment, sub-contracting and/or other measures) throughout the duration of the Contract. In the event that only the base work is awarded (i.e. no optional work), the final IBP submission must be at least 15.00% of the Contract value. If any of the optional work is exercised after Contract award through a Contract amendment, the IBP value should proportionally reflect the minimum 20% of the total bid amount.

**2.4 Contractor Achievement Report and Certification**

1. For the successful Contractor only - the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IBP portion of their bid.

Canada reserves the right to audit the content of the report at any time. The Contractor must provide upon request detailed information such as invoices, work logs, payroll receipts, etc.

2. The Contractor must indicate if any objectives were not met, and explain why they were not met.

3. Information provided may be subject to verification.

4. Commitments made by the Contractor will be subject to SC02 Substantial Performance of the Work, SC03 Final Completion and SC04 Performance Evaluation of the solicitation document whereby:

R2850D GC5.5.3 is modified to include the following clause:

- d. 2 percent of the Contract Amount if the Contractor has not met or exceeded the commitments in the Indigenous Benefits Plan, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

R2850D GC5.6.2 is modified to:

- 2. Subject to GC5.2, "Amount Payable", and paragraph 3) of GC5.6, Canada shall pay the Contractor the amount referred to in GC5.2, "Amount Payable", less the aggregate of the sum of all payments that were

made pursuant to GC5.4, "Progress Payment", and GC5.5, "Substantial Performance of Work" and less 2 percent of the Contract Amount, if the Contractor has not met or exceeded the commitments set out in Appendix 5, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

And;

R2810D GC1.22 (2017-08-17) Performance evaluation: Contract management is modified to include the following clause:

1, d, i, includes evaluating if the Contractor has not met or exceeded the commitments in the Indigenous Benefits Plan, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.

5. The IBP Contract Achievement Report and Certification, which includes the following table, must be submitted within ten (10) business days of final completion of on-site Work.

Return Report to:

Public Services and Procurement Canada Project Manager:

To be determined.

Email:

To be determined.

**Actual Benefits – Indigenous Benefits Plan**

**A) Goods, Services, Employment and/or Subcontracting provided by Indigenous Firms:**

Identify specific First Nations goods, services, employment, sub-contractors or suppliers that used by the Bidder. Include the name of the FN.	Identify the duration (number of days) of the services, employment or sub-contractor deployment.	Identify the value of the goods/material/equipment, services, employment or sub-contracting carried out by the First Nations firms.
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>TOTAL VALUE</b>		\$

Other description/comments:





**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

<b>Description and Location of Work</b> Remediation of Contaminated Soil & Soil Treatment Facility Operation Wonowon Maintenance Camp & Sikanni Maintenance Camp – Alaska Highway, BC	<b>Contract No.</b> EZ897-210334/001/PWY
	<b>Project No.</b> R.018385.016.017 & R.018391.014.015

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		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance 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

## 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 day 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.

