



## 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> East Cache Crk. Culvert Replacement	
<b>Solicitation No. - N° de l'invitation</b> EZ899-210904/A	<b>Date</b> 2020-10-15
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-028-8847
<b>File No. - N° de dossier</b> PWY-0-43075 (028)	<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 2020-11-05</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST	
<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> Isabell, Park	<b>Buyer Id - Id de l'acheteur</b> pwy028
<b>Telephone No. - N° de téléphone</b> (604) 365-0073 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC - East Cache Creek, km 140.3 – Alaska Highway, 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

East Cache Creek Culvert Replacement  
km 140.3, Alaska Hwy, BC

### IMPORTANT NOTICE TO BIDDERS

#### PUBLIC OPENINGS

Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI05 for further Instructions.

#### IMPACTS OF COVID-19 PANDEMIC

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: Mondays, Tuesdays, Wednesdays Thursdays and Fridays, from 10:30 am to 2:30 pm (Pacific Daylight Time), except for statutory holidays.

Public tender openings will be suspended until further notice. Following solicitation closing, bid results will be recorded and may be obtained by e-mailing a request to the address indicated in the Invitation to Tender.

Please monitor Buyandsell.gc.ca closely as changes to bid closing dates may be necessary.

#### CANADIAN FREE TRADE AGREEMENT

The Canadian Free Trade Agreement applies to this procurement. The provision under the Canadian Free Trade Agreement providing for measures with respect to Aboriginal peoples applies to this procurement.

#### INDIGENOUS BENEFITS PLAN

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 Blueberry River First Nations and Halfway River Group. 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.

#### 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>

#### 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>

Solicitation No. - N° de l'invitation  
EZ899-210904/A

Amd. No. - N° de la modif.

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PWY028

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## TABLE OF CONTENTS

### SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Bid Documents
SI02	Enquiries during the Solicitation Period
SI03	Site Visit
SI04	Indigenous Benefits Plan
SI05	Revision of Bid
SI06	Bid Results
SI07	Insufficient Funding
SI08	Bid Validity Period
SI09	Construction Documents
SI10	British Columbia Provincial Sales Tax Act – Real Property Contractors
SI11	Web Sites

### R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28)

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

### CONTRACT DOCUMENTS (CD)

#### SUPPLEMENTARY CONDITIONS (SC)

SC01	Insurance Terms
SC02	Substantial Performance of the Work
SC03	Final Completion
SC04	Performance Evaluation

#### 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" COMBINED PRICE FORM

#### APPENDIX "2" INTEGRITY PROVISIONS

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

#### APPENDIX "4" INDIGENOUS BENEFITS PLAN

#### ANNEX "A" CERTIFICATE OF INSURANCE

#### ANNEX "B" VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

## 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 (2020-05-28)
  - 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>

### SI02 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 at e-mail address [ji-yonisabell.park@pwgsc-tpsgc.gc.ca](mailto:ji-yonisabell.park@pwgsc-tpsgc.gc.ca) Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than 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, 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 SITE VISIT

There will not be an arranged site visit.

### SI04 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 Blueberry River First Nations and Halfway River First Nation. The information that Bidders must provide is set out in Appendix 4 – Indigenous Benefits Plan.

### SI05 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is (604) 775-9381.

### SI06 BID RESULTS

1. There will be no Public Opening for the purposes of this solicitation.
2. The responsive bid carrying the lowest price will be recommended for contract award.
3. Following solicitation closing, bid results may be obtained by (604) 499-3948 or (604) 418-2889 or by an e-mail request to [maria.chan@pwgsc-tpsgc.gc.ca](mailto:maria.chan@pwgsc-tpsgc.gc.ca).

#### SI07 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.

#### SI08 BID VALIDITY PERIOD

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders 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.

#### SI09 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided (with 1 electronic or paper copy) of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum one (1), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

#### SI10 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>

#### SI11 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Buy and Sell

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

Canadian economic sanctions

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

Solicitation No. - N° de l'invitation  
EZ899-210904/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY028

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

File No. - N° du dossier

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

Labour and Material Payment Bond (form PWGWS-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	(2017-11-28);
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	(2019-05-30);
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. Supplementary Conditions
  - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - h. 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 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 4, 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 4, notwithstanding whether the failure to meet the commitments were beyond the control of the Contractor or not.



Solicitation No. - N° de l'invitation  
EZ899-210904/A

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PWY028

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File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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#### 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.

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## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

East Cache Creek Culvert Replacement  
km 140.3, Alaska Hwy, BC

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### 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 Work by March 31, 2021.

### BA07 BID SECURITY

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

### BA08 SIGNATURE

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX 1 - COMBINED PRICE FORM**

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

**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.

Article No.	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
1	01 25 20	Mobilization and Demobilization	Lump Sum	1		
2	01 35 00	Traffic Management and Access Development	Lump Sum	1		
3	01 35 43	Environmental Monitoring and Water Management	Lump Sum	1		
4	31 11 00	Clearing and Grubbing	Lump Sum	1		
5	33 42 13	Culvert Installation (Trenchless) - 2800 mm Diameter	m	56.17		
6	03 30 00	Inlet Concrete Headwall	Lump Sum	1		
7	03 30 00	Outlet Concrete Headwall	Lump Sum	1		
8	31 37 00	Inlet Channel Re-alignment and Erosion Protection	Lump Sum	1		
9	31 37 00	Outlet Channel Re-alignment and Erosion Protection	Lump Sum	1		
10	32 93 21	Hydraulic Seeding	Lump Sum	1		
<b>TOTAL BID AMOUNT</b> Excluding applicable tax(s)						



## 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](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 at 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.*

Solicitation No. - N° de l'invitation  
EZ899-210904/A

Amd. No. - N° de la modif.

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PWY028

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

File No. - N° du dossier

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 B.*

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 4 - INDIGENOUS BENEFITS PLAN (IBP)

### **1) 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 Blueberry River First Nations and Halfway River First Nation. 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-contracting 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:

#### **Blueberry River First Nations**

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

Or: Inya Mitrovic, MA  
Negotiator & Strategic Advisor, Blueberry River First Nations  
604-830-9122  
[imitrovic@mitrovicconsulting.com](mailto:imitrovic@mitrovicconsulting.com)

#### **Halfway River**

Brad Bonner  
President & Chief Operating Officer, Halfway River Group  
Telephone: 250-785-4058  
Email: [bbonner@halfwayrivergroup.ca](mailto:bbonner@halfwayrivergroup.ca)

### **2) Indigenous Benefits Plan (IBP) Form**

Inclusion of an Indigenous Benefits Plan is mandatory. The IBP value must be a minimum of 10.00% of the total bid amount in order to be compliant. Bids not achieving the minimum of 10.00% 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 10.00% has been achieved. For example, if a bid is \$1,000,000.00 then the minimum value for the IBP would be \$100,000.00 (\$1,000,000.00 x 10.00%). 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 9.9%, for example, will be deemed non-compliant.

Solicitation No. - N° de l'invitation  
EZ899-210904/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY028

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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 Blueberry River First Nations and/or Halfway River Group (or by two Nations listed in the preamble, or is part of a joint venture with the Blueberry River First Nations and/or Halfway River Group, own force will be considered equivalent to sub-contracting.
- Numbers and calculation details on how the bidder achieved an IBP totaling a minimum of 10.00% 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):**



Solicitation No. - N° de l'invitation  
EZ899-210904/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY028

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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 10.00% of the bid price\***

### 3) Indigenous Benefits Plan (IBP) Certification

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

Commented [CA1]: Why is this highlighted?

Commented [TL2R1]: Highlight taken off.

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

NAME (PRINT) TITLE SIGNATURE DATE

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 as indicated in G17 Conflict of Interest – Unfair Advantage.

The Bidder should obtain the following name and signature from the Halfway River First Nation and/or Blueberry River First Nations 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.

#### BLUEBERRY RIVER FIRST NATIONS 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).

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

NAME (PRINT)	TITLE	SIGNATURE	DATE
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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).

**4) Final Indigenous Benefits Plan 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 10.00% 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 10.00% of the total bid amount.

**5) 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.
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL VALUE		\$

Other description/comments:

B) Other Measures (if applicable):

Solicitation No. - N° de l'invitation  
EZ899-210904/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY028

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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

Other description/comments:

Total Value of the Indigenous Benefits Plan (IBP): \$ \_\_\_\_\_

**INDIGENOUS BENEFITS PLAN ACHIEVEMENT CERTIFICATION: PRIME CONTRACTOR**

NAME (PRINT) SIGNATURE DATE

The Contractor authorized signatory certifies the information contained in the CONTRACTOR ACHIEVEMENT REPORT is accurate and complete.

**INDIGENOUS BENEFITS PLAN ACHIEVEMENT CERTIFICATION: BLUEBERRY RIVER FIRST NATIONS**

NAME (PRINT) SIGNATURE DATE

The Blueberry River First Nations authorized signatory certifies the information contained in the CONTRACTOR ACHIEVEMENT REPORT is accurate and complete.

**INDIGENOUS BENEFITS PLAN ACHIEVEMENT CERTIFICATION: HALFWAY RIVER GROUP**

NAME (PRINT) SIGNATURE DATE

The Halfway River Group authorized signatory certifies the information contained in the CONTRACTOR ACHIEVEMENT REPORT is accurate and complete.

Solicitation No. - N° de l'invitation  
EZ899-210904/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY028

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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

**CERTIFICATE OF INSURANCE**

Page 1 of 2

 Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work

East Cache Creek Culvert Replacement  
km 140.3, Alaska Hwy, BC

Contract No.

EZ899-210904/001/PWY

Project No.

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

*Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services*

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

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

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

Telephone number

Signature

Date D / M / Y

Solicitation No. - N° de l'invitation  
EZ899-210904/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY028

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

File No. - N° du dossier

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.

Solicitation No. - N° de l'invitation  
EZ899-210904/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
PWY028

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## **ANNEX B - 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