



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

Title - Sujet Cut Slope, Hwy Embank. Stabilize	
Solicitation No. - N° de l'invitation EZ899-211352/A	Date 2020-11-10
Client Reference No. - N° de référence du client	GETS Ref. No. - N° de réf. de SEAG PW-\$PWY-031-8867
File No. - N° de dossier PWY-0-43131 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Standard Time PST on - le 2020-12-08 Heure Normale du Pacifique HNP	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Leung, Janie	Buyer Id - Id de l'acheteur pwy031
Telephone No. - N° de téléphone (778) 919-3273 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC – Bougie Creek, km 355.5 to km 359.5 – Alaska Highway, BC	

Instructions: See Herein

Instructions: Voir aux présentes

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

INVITATION TO TENDER

Bougie Creek Cut Slope and Highway Embankment Stabilization Km 355.5 to 359.5, Alaska Highway, BC

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: Monday to Friday, from 10:30 am to 2:30 pm** (Pacific Daylight Time).

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

IMPORTANT NOTICE TO BIDDERS

SI08 Late submissions has been added

SI16 Rights of Canada has been added

GI08 of R2710T has changed, see SI06 Bid Security Requirements.

GI09 of R2710T has changed, see SI07 Submission of Bid

GC9.2.2 of R2890D has changed, see SC02 Types and Amounts of Contract Security

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI07 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.
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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>

ENQUIRIES:

Janie Leung, Supply Specialist

Phone: 778-919-3273

Email: Janie.Leung@pwgsc.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
- 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
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- GI17 Conflict of Interest-Unfair Advantage
- GI18 Code of Conduct for Procurement—bid

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Insurance Terms
- SC02 Types and Amounts of Contract Security
- SC03 Substantial Performance of the Work
- SC04 Final Completion
- SC05 Performance Evaluation

BID AND ACCEPTANCE FORM (BA)

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer

Solicitation No. - N° de l'invitation
EZ899-211352/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
PWY031

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

File No. - N° du dossier
PWY-0-43131

CCC No./N° CCC - FMS No./N° VME

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 LISTING OF SUBCONTRACTORS AND SUPPLIERS

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 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 SI07 '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 Janie.Leung@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 SITE VISIT

There is no site visit scheduled for this solicitation.

SI05 Indigenous Benefits Plan (IBP)

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 Prophet River First Nation. The information that Bidders must provide is set out in Appendix 4 – Indigenous Benefits Plan (IBP) Form.

To assist bidders in preparing the IBP, please contact the designated representative from the Prophet River First Nation:

Councillor Beverly Stager,
Phone 1.844.323.0324, ext 108
Beverly.Stager@prophetriverfn.ca

Or:

Councillor Jaqueline Reno
1.844.323.0324, ext 107
Jaqueline.Reno@prophetriverfn.ca

This requirement is not set-aside under the Procurement Strategy for Aboriginal Business.

SI06 Bid Security Requirements

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
- 2.1 A bid bond may be submitted in an electronic or digital format if it meets the following criteria:
 - a. The version submitted by the Bidder must be verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
 - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.
 - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
 - e. Submitting copies (**non-original or non-verifiable**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration.
- 2.2 Bonds failing the verification process will NOT be considered to be valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

SI07 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder.
2. It is the Bidder's responsibility to:
 - a. submit a bid, duly completed, in the format requested, on or before the solicitation closing date and time set;
 - b. In the case of submission by epost Connect, see instructions in SI06.2.ii below.
 - c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
 - d. ensure that the Bidder's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Bid; and
 - e. provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.

-
- f. send bid only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation, either by delivering a hard copy or electronic ePost Connect submission as follows:

i. **HARD COPY Bid Submission**

In the case of submission of a hard copy proposal, send its proposal only to:

Bid Receiving Unit – Pacific Region
219-800 Burrard Street
Vancouver, BC, V6Z 0B9

ii. **ELECTRONIC Bid Submission by epost Connect service**

- a. Unless specified otherwise in the solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
- b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:

Pacific: [TPSGC.RPReceptiondessoumissions-PRBidReiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

Note: Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an epost Connect conversation, as detailed in c., or to send proposals through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

- c. To submit a bid using epost Connect service, the Bidder must either:
- i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- d. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
- f. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- h. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;

-
- iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
 - i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the Bidder using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - j. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.
3. The Indigenous Benefits Plan and price components of the bid must be submitted in separate sections as follows:
- a. The bid should be submitted following a "two-section" procedure of which is to include an Indigenous Benefits Plan and financial bid.
 - b. The Indigenous Benefits Plan, and any associated document(s), should be provided in a separate section with the following information clearly provided:
 - Section One – INDIGEOUS BENEFITS PLAN;
 - Solicitation Number; and
 - Name of Bidder.
 - c. The Bid and Acceptance Form (BA), Bid Security and associated document(s), the Financial Bid, should be provided in a separate section with the following information clearly provided:
 - Section Two - Financial Bid;
 - Solicitation Number; and
 - Name of Bidder.
4. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
5. Bids and supporting information may be submitted in either English or French.
6. Unless otherwise specified in the Special Instructions to Bidders:
- a. the bid shall be in Canadian currency; and
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

SI08 LATE SUBMISSIONS

1. PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in SI08.2. For late bids submitted using means other than the Canada Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically, the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect.
2. A bid delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the Bidder can prove the delay is due solely to a delay in delivery that

can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.

- a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;that clearly indicates that the bid was sent the day before the solicitation closing date.
 - b. The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
 4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

S19 REVISION OF BID

Paragraphs 1 and 3 of GI10 of R2710Tare 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- INDIGENOUS BENEFITS PLAN 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.

S110 OVERVIEW OF OPENING OF BIDS / BID SELECTION AND EVALUATION PROCEDURES

The following is an overview of the opening of the bids and the selection and evaluation procedures.

A. BID

1. Bidders submit the "Indigenous Benefits Plan" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions contained in the proposal documents.
2. The information that Bidders are required to provide is set out in detail elsewhere in the ITT.

B. Bid Opening, Selection and Evaluation Procedure;

1. There will be no Public opening.
2. Bid Opening, Selection and Evaluation Procedure;
 - a. Section One "Indigenous Benefits Plan" will be reviewed prior to the price component of the Financial Bid. Section one will be reviewed to evaluate the submittal requirements. Requirements will be evaluated on a

Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Section Two will not be considered.

- b. Section Two - "Financial Bid": The Financial Bid will be a two part submission. The bid security component of the Financial Bid 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.
3. The responsive bid carrying the lowest price will be recommended for contract award.
4. Bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to tender following completed evaluation.

SI11 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.

SI12 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.

SI13 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.

SI14 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.

SI15 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.

SI16 RIGHTS OF CANADA

1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;
 - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
 - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI17 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided **with one (1) electronic copy** of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer.

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§ion=text#appl>

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

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

Labour and Material Payment Bond (form 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>

SI19 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>

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 Remove and Replace GC9.2.2. Types and Amounts of Contract Security with the following

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:
 - 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.

1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.

1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.

2. Bonds failing the verification process will NOT be considered to be valid.

SC03 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.

SC04 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.

SC05 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

Bougie Creek Cut Slope and Highway Embankment Stabilization
Km 355.5 to 359.5, 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 achieve "Substantial Performance" by March 24, 2021 and achieve "Completion" of the Work by March 31, 2021.

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.

BASE WORK (A)

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
1	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	Archaeological Monitor	Lump Sum	1		
4	31 11 00	Tree Clearing	Ha	5.553		
5	31 23 33	Excavation	m ³	217,250		
6	31 23 33	Lateral Swale	Linear Meter	867		
7	31 23 33	Interceptor Ditch	Linear Meter	1,254		
8	31 23 33	Telegraph Pole Salvage and Delivery	Each	4		
BASE WORK (A) - TOTAL EXTENDED AMOUNT Excluding applicable tax(s)						

OPTIONAL WORK (B)

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

Items 9 & 10 are Work shown as an optional additional to this tender package. All bids must include the aforementioned lines. Any bid without the inclusion of these lines will be considered non-compliant and therefore disqualified.

The Contractor grants to Canada the irrevocable option to acquire Work identified below, and as described in Specifications and Drawings, under the same conditions and at the prices and/or rates stated. The Contracting Authority may exercise the option before the expiry of the Contract by sending a written notice to the Contractor.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
9	32 93 21	Hydraulic Seeding – North of Bougie Creek (Optional Work)	Ha	3.987		
10	32 93 21	Hydraulic Seeding – South of Bougie Creek (Optional Work)	Ha	8.697		
OPTIONAL WORK (B) - TOTAL EXTENDED AMOUNT Excluding applicable tax(es))						

TOTAL EVALUATED BID PRICE	
BASE WORK (A) - TOTAL EXTENDED AMOUNT	
OPTIONAL WORK (B) - TOTAL EXTENDED AMOUNT	
TOTAL BID AMOUNT: BASE WORK (A) + OPTIONAL WORK (B) Excluding applicable tax(es)	

APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

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

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

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

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

If you accept fill out and sign page 2 of 2

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

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:

APPENDIX 4 – INDIGENOUS BENEFITS PLAN

MANDATORY REQUIREMENT - INDIGENOUS BENEFITS PLAN:

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 Treaty 8 Council, specifically the Prophet 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-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 Nation 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 the First Nation listed in the IBP preamble (as below) a minimum of seven (7) calendar days prior to the tender closing date.

Contact Information:

Prophet River First Nation

Councillor Beverly Stager,
Phone 1.844.323.0324, ext 108
Beverly.Stager@prophetriverfn.ca

Or:

Councillor Jaqueline Reno
1.844.323.0324, ext 107
Jaqueline.Reno@prophetriverfn.ca

2) Indigenous Benefits Plan (IBP) Form

Inclusion of an Indigenous Benefits Plan is mandatory. The IBP value must be a minimum of 15.00% of the total bid amount in order to be compliant. Bids not achieving the minimum of 15.00% 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 15.00% has been achieved. For example, if a bid is \$1,000,000.00 then the minimum value for the IBP would be \$150,000.00 (\$1,000,000.00 x 15.00%). 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 14.9%, 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 Prophet River First Nation, or is part of a joint venture with the Prophet River 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 15.00% 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 (FN) goods, services, employment, sub-contractors or suppliers that will be used by the Bidder. Include the name of the FN.	Identify 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.
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
TOTAL VALUE		\$

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 15.00% of the bid price*
--

3) Indigenous Benefits Plan (IBP) 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
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 S111 – Limitation of Submissions and G17 Conflict of Interest – Unfair Advantage.			

The Bidder should obtain the following name and signature from the Prophet River First Nation. 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.

PROPHET RIVER FIRST NATION INDIGENOUS BENEFITS PLAN CERTIFICATION:			
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).			

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 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 15% 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 SC03 Substantial Performance of the Work, SC04 Final Completion and SC05 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:

- 3. 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 (FN) goods, services, employment, sub-contractors or suppliers that was 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):

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: PROPHET RIVER FIRST NATION

NAME (PRINT) SIGNATURE DATE

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

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

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Bougie Creek Cut Slope and Highway Embankment Stabilization Km 355.5 to 359.5, Alaska Highway, BC	Contract No. EZ899-211352/001/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 <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				\$		Aggregate \$
				<input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		

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

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	Telephone number
Signature	Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

General

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

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

