



## 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> Paving Replacement & Misc. Works	
<b>Solicitation No. - N° de l'invitation</b> EZ899-212458/B	<b>Date</b> 2021-04-30
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-036-8964
<b>File No. - N° de dossier</b> PWY-0-43228 (036)	<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> Pacific Daylight Saving Time PDT <b>on - le 2021-05-25</b> Heure Avancée du Pacifique HAP	
<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> Martin (PWY), Delia	<b>Buyer Id - Id de l'acheteur</b> pwy036
<b>Telephone No. - N° de téléphone</b> (778) 707-2139 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC – km 325-355 & km 520-555 – Alaska Highway, BC	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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**  
Paving Replacement & Miscellaneous Works  
Alaska Highway, BC

**IMPORTANT NOTICE TO BIDDERS**

**Note to Bidders, there will no Public Opening for the purposes of this solicitation. See SI08 for further Instructions.**

SI11 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

**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>

**ENQUIRIES:**

Delia Martin, Supply Specialist  
Phone: 778-707-2139  
Email: [delia.martin@pwgsc.gc.ca](mailto:delia.martin@pwgsc.gc.ca)

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2020-05-28)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Supplemental Conditions;
  - f. Drawings and Specifications;
  - g. Bid and Acceptance Form and related Appendix(s); and
  - h. 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 [delia.martin@pwgsc.gc.ca](mailto:delia.martin@pwgsc.gc.ca). Except for the approval of alternative materials as described in GI15 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 to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1. above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI03 SITE VISIT**

There is no site visit scheduled for this solicitation.

### **SI04 REVISION OF BID**

A bid may be revised by letter, epost Connect or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is 604-775-9381.

### **SI05 INDIGENOUS PARTICIPATION REQUIREMENT**

As part of Canada's commitment to support its Indigenous Peoples population, this procurement contains a MANDATORY Indigenous Participation Requirement (IPR) that aims to provide opportunities to participate in the Work being procured and consequently have a positive influence on the socio-economic development of the Indigenous Peoples and Indigenous firms of the BC Treaty 8 First Nations and Kaska Dena Council, specifically the Prophet River First Nation, Halfway River First Nation, Fort Nelson First Nation, Blueberry River First Nations and Daylu Dena Council. The information that Bidders must provide is set out in Appendix 4 – Indigenous Participation Requirement (IPR).

## 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 format (Electronic Bonding (E-Bond)) if it meets the following criteria:
  - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate 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, non-verifiable or scanned copy**) 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. A scanned copy of a bond does not constitute a digital bond.
- 2.2 Bonds failing the verification process will NOT be considered valid.
- 2.3 Bonds passing the verification process will be treated as original and authentic.

## SI07 SUBMISSION OF BID

R2710T GI09 Submission of bid is modified as follows

Add subparagraph 5 - Electronic Bid Submission by epost Connect service

- a. Unless specified otherwise in the bid 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 bid solicitations issued by PWGSC is:

Pacific: [TPSGC.RPReceptiondessoumissions-PRBidReceiving.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 bid 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 supplier 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.

## **SI08 BID RESULTS**

There will be no Public Opening for the purposes of this solicitation.

1. The responsive bid carrying the lowest price will be recommended for contract award.
2. Following solicitation closing, bid results may be obtained by e-mailing a request to [maria.chan@pwgsc.gc.ca](mailto:maria.chan@pwgsc.gc.ca)

## **SI09 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.

## **SI10 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.

## **SI11 RIGHTS OF CANADA**

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.

## **SI12 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. Additional copies, up to a maximum three (3), will be provided free of charge upon request by the Contractor. Obtaining more copies will be the responsibility of the Contractor including costs.

## **SI13 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>

## **SI14 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

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

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, 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>



## **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/R2410T/18>

- 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)

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 TYPES AND AMOUNTS OF CONTRACT SECURITY

Remove and Replace GC9.2.2. 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 PERFORMANCE EVALUATION**

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

- 1, f. IPR Achievement, which comprises evaluating if the Contractor has met or exceeded the commitments in the Indigenous Participation Requirement.

### **SC04 TERMS OF PAYMENT**

R2850D GC5.4 (2014-06-26) Progress Payment is modified to include the following clause:

- 1, c. a completed and up-to-date cumulative Indigenous Participation Requirement report, in the form described in the Contract, that fully describes all of the Work that has been completed by the Indigenous Peoples toward the performance of the Contract since the beginning of the Contract.

**BID AND ACCEPTANCE FORM (BA)****BA01 IDENTIFICATION**

Paving Replacement & Miscellaneous Works  
Alaska Highway, BC

**BA02 LEGAL NAME AND ADDRESS OF BIDDER**

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Industrial Security Program Organisation Number (ISP ORG#) (when required)					

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

**BA04 BID VALIDITY PERIOD**

The bid must not be withdrawn for a period of 30 days following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Bidder's offer by Canada, a binding Contract will be formed between Canada and the Bidder. The documents forming the Contract will be the Contract Documents identified in "Contract Documents (CD)" section.

**BA06 CONSTRUCTION TIME**

The Contractor must perform and achieve Substantial Completion by September 30, 2021 and Project Completion by October 07, 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.

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	L.S.	1		
2	01 35 00	Traffic Management	L.S.	1		
3	01 45 00	Quality Management	L.S.	1		
4	01 52 00	Departmental Representative's Office Trailer	L.S.	1		
5	10 14 53	Km 531.3 Speed Limit Signs Relocation	L.S.	2		
6	31 14 24	Crushed Base Gravel	m <sup>3</sup>	4,700		
7	32 01 16.13	Milling – Km 325 Tie-In	L.S.	1		
8	32 11 34	Full Depth Reclamation	m <sup>2</sup>	742,000		
9	32 12 13.16	Asphalt Tack Coat	m <sup>2</sup>	803,000		
10	32 12 13.23	Asphalt Prime	m <sup>2</sup>	677,000		
11	32 12 16	Hot Mix Asphalt Concrete Pavement (325 – 355)	t	86,000		
12	32 12 16	Hot Mix Asphalt Concrete Pavement (520 – 555)	t	114,000		
13	31 14 11	Gravel Shouldering	L.M.	129,340		
14	32 12 20	Rumble Strips	Km	129		
15	32 17 23	Solid and Dashed Yellow Line Pavement Markings	Km	65		
16	32 17 23	Solid Single White Line Pavement Markings	Km	129		
<b>TOTAL BID AMOUNT</b> Excluding applicable tax(s)						

## APPENDIX 2 – INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

**List of names:** All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Bidders Bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- Bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.


## 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 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 PARTICIPATION REQUIREMENT (IPR)**

### **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 BC Treaty 8 First Nations and Kaska Dena Council, specifically the Prophet River First Nation, Halfway River First Nation, Fort Nelson First Nation, Blueberry River First Nations and Daylu Dena Council (herein jointly referred to as “Indigenous Peoples”).

As part of Canada’s commitment to reconciliation with Indigenous Peoples, this procurement requires bidders to include an Indigenous Participation Requirement (IPR) that provides the local Indigenous Peoples on whose traditional territories the project is located, opportunities to participate in the performance of the federal Work through the provision of goods, services, training, employment, apprenticeship or sub-contracting opportunities. All bidders must provide specific planned participation for the Indigenous Peoples and firms owned by Indigenous Peoples throughout the duration of the project.

Canada 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.

### **2) Engagement with First Nations**

The Bidder’s must include a plan for meaningful opportunities, connected with the Work, for local Indigenous Peoples to participate throughout the duration of the project. Such opportunities may include the provision of goods, services, training, employment, apprenticeship or sub-contracting.

The word “meaningful” in the paragraph above means that the opportunities provided are maximizing the capacity of the Indigenous Peoples to participate in the Work being procured. This requires the bidder to engage with the local Indigenous Peoples to determine the Indigenous Peoples’ capacity to perform portions of the Work as a subcontractor, supplier, employee or apprentice.

For further clarity, an apprentice can be mentioned under both Appendix 3 and Appendix 4 without causing any conflict if that individual is in fact both an Apprentice and a member of an Indigenous Peoples’ community.

Bidders are expected to participate in Canada’s reconciliation efforts. As such, engagement with the Indigenous Peoples must be respectful and must not be postponed. Bidders are expected to start the engagement process with the Indigenous Peoples as soon as possible.

The bidder is encouraged to engage the identified contacts of the Indigenous Peoples listed below a minimum of seven (7) calendar days prior to the tender closing date.

Canada may require reasonable and verifiable evidence of reciprocal engagement between the bidder and any of the Indigenous Peoples contact persons identified below. Examples of reasonable and verifiable evidence include, but are not limited to, copies of written correspondence, a support letter or a record of reciprocal e-mail conversations.

Indigenous Peoples' Contact Information (north to south):

**Daylu Dena Council**

Iyon Kechika Contracting Ltd., Daylu Dena Council  
Derek Loots, General Manager  
Work: (250) 779-3010  
Cell: (250) 775-0043  
[derekloots@hotmail.com](mailto:derekloots@hotmail.com)

**Fort Nelson First Nation**

Eh-Cho-Dene  
Brendan Youb  
Telephone: 250-774-7523  
Cellular: 250-500-1377  
Email: [Brendan@ehchodene.com](mailto:Brendan@ehchodene.com)

**Prophet River First Nation**

Penny St. Pierre,  
Prophet River First Nation Economic Development Manager  
Telephone: (250) 793-2396  
Email: [Penny.StPierre@prophetriverfn.ca](mailto:Penny.StPierre@prophetriverfn.ca)

**Halfway River First Nation**

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

**Blueberry River First Nations**

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

Or:

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

### **3) Indigenous Participation Requirement (IPR) Form**

Inclusion of an Indigenous Participation Requirement is mandatory. A completed IPR Form satisfying the content and amount conditions below must be submitted with the bid for the bid to be found compliant.

The IPR must include work opportunities through the provision of goods, services, training, employment, apprenticeship or sub-contracting. Opportunities must contribute directly to the performance of the Work being procured.

The IPR value must be a minimum of 10.00% of the total bid amount indicated in Appendix 1 in order to be compliant. Bids not achieving the minimum of 10.00% will be found non-compliant and no further consideration will be given to the bid. For example, a bid with an IPR value of 9.9% will be non-compliant (i.e. no rounding).

Once the contract has been awarded, the actual total contract value excluding applicable tax(es) will be used to calculate and verify that the minimum IPR value of 10.00% has been achieved and will be used to determine if the contractor is compliant. For example, if the actual total contract value excluding applicable tax(es) is \$1,000,000.00 then the minimum value for the IPR would be \$100,000.00 (\$1,000,000.00 x 10.00%). An IPR value of 9.9% may result in the Contractor being found to be in default as per R2870D (2018-06-21) (GC) 7 - Default, Suspension or Termination of Contract.

Using the IPR form, provide a response to each of the requirements. Responses must follow the IPR form general format and the title text must not be altered.

If the Prime Contractor is owned by any one of the identified Indigenous Peoples or is part of a joint venture or a partnership with a firm owned by any one of the Indigenous Peoples, this will be calculated as being equivalent to sub-contracting and must be entered as such in the IPR form.

Indigenous Participation Requirement - FORM			
A	B	C	D
Identify the specific Indigenous Peoples* by abbreviation	Identify by applicable letter or description if the IPR line item will include the supply of goods (G), services (SV), sub-contracting (S), training (T), an employee (E), or an Apprentice (A).	Identify the estimated duration the elements of Column B will be required	Estimated total value of the elements in Column B (referred to as "target value")
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
TOTAL VALUE of the Indigenous Participation Requirement			\$
Must be at least 10.00% of the bid amount indicated in Appendix 1			

\* Indigenous Peoples: **DDC** Daylu Dena Council  
**FNFN** Fort Nelson First Nation  
**PRFN** Prophet River First Nation  
**HRFN** Halfway River First Nation  
**BRFN** Blueberry River First Nations

Other description/comments:


#### **4) Indigenous Participation Requirement (IPR) Certification**

The Bidder must submit the Indigenous Participation Requirement Form at the time of bid submission along with a signed Bid and Acceptance Form (BA). By submitting the required documents, the bidder certifies that the Indigenous Participation Requirement is accurate, truthful and complete.

#### **5) Privacy and Public Access to Information (For the successful Contractor only)**

The Contractor agrees that the IPR may be publicly disclosed by Canada, including to the identified Indigenous Peoples or Parliamentary Committees, without the need to provide prior notice or obtain permission from anyone.

**6) Failure to Meet IPR Requirements** (For the successful Contractor only)

The Contractor must use all reasonable commercial efforts in meeting the target value included in the IPR submitted. In the event that the Contractor becomes aware that there are circumstances outside of their control that impact the Contractor's ability to meet the IPR target value, the Contractor is to notify Canada in a diligent and timely manner that the IPR target value may not be met, and suggest a mitigation strategy.

**7) Contractor Report** (For the successful Contractor only)

As indicated in GC 5.4 1 c., the Contractor must provide an up-to-date cumulative Indigenous Participation Requirement report to Canada with every progress claim. For further clarity, performance of the IPR constitutes an integral part of the Contractor's contractual obligations and forms part of Section 2 a. of GC 5.4 Terms of Payment.

1: Using the IPR report, provide a response to each of the requirements. Responses must follow the IPR report general format and the title text must not be altered. In the event that a NIL report is submitted, the Contractor must provide an estimated timeline in the Other Description/Comments field for the implementation of the IPR that was included with their bid.

Indigenous Participation Requirement – REPORT			Date : / / (Day/Month/Year)
A	B	C	D
Identify the specific Indigenous Peoples* by abbreviation	Identify by applicable letter if the IPR line item will include the supply of goods (G), services (SV), sub-contracting (S), training (T), an employee (E), or an Apprentice (A).	Identify the estimated duration the elements of Column B will be required	Estimated total value of the elements in Column B (referred to as "target value")
			\$
			\$
			\$
			\$
			\$
TOTAL VALUE of the Indigenous Participation Requirement to date			\$

\* Indigenous Peoples: **DDC** Daylu Dena Council  
**FNFN** Fort Nelson First Nation  
**PRFN** Prophet River First Nation  
**HRFN** Halfway River First Nation  
**BRFN** Blueberry River First Nations

Other description/comments:

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2: 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.

3: The Contractor must indicate if any IPR values were impossible to achieve, explain why they were not met, and provide mitigation measures.

4. R2850D GC5.4 (2014-06-26) Progress Payment is modified to include the following clause:

1, c. a completed and up-to-date cumulative Indigenous Participation Requirement report, in the form described in the Contract, that fully describes all of the Work that has been completed by the Indigenous Peoples toward the performance of the Contract since the beginning of the Contract.

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

1, f. IPR Achievement, which comprises evaluating if the Contractor has met or exceeded the commitments in the Indigenous Participation Requirement.

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

Page 1 of 2

Travaux publics et  
Services gouvernementaux  
CanadaPublic Works and  
Government Services  
Canada

<b>Description and Location of Work</b> <b>Paving Replacement &amp; Miscellaneous Works</b> <b>Alaska Highway, BC</b>				<b>Contract No.</b> <b>EZ899-212458/001/PWY</b>		
				<b>Project No.</b>		
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		
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
<div></div>				<div></div>		
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)				Telephone number		
<div></div>				<div></div>		
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 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.

**Use separate page if needed.**

## **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.

<b>Number of apprentices hired</b>	<b>Trade</b>