



## 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> Soil Treatment Facilities Operation	
<b>Solicitation No. - N° de l'invitation</b> EZ897-212565/A	<b>Date</b> 2021-05-20
<b>Client Reference No. - N° de référence du client</b>	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWY-020-8977
<b>File No. - N° de dossier</b> PWY-0-43244 (020)	<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 2021-06-15</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> Ly, Ronny(PWY)	<b>Buyer Id - Id de l'acheteur</b> pwy020
<b>Telephone No. - N° de téléphone</b> (604) 318-5750 ( )	<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 – Various Locations – 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**  
Soil Treatment Facilities Operation  
Various locations, Alaska Highway, B.C.

**IMPORTANT NOTICE TO BIDDERS**

SI08 Late submissions has been added

SI14 Rights of Canada has been added

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

**GI09 of R2710T** has changed, see SI06 Submission of Bid

GC9.2.2 of R2890D has changed, see SC06 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.

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

**PWGSC UPDATE ON ASBESTOS USE**

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <https://www.tpsgc-pwgsc.gc.ca/biens-property/ami-asb/amiante-asbestos-eng.html>

**LISTING OF SUBCONTRACTORS AND SUPPLIERS**

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI15 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

**British Columbia Provincial Sales Tax Act - Real Property Contractors**

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>

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

### **SI01 INTRODUCTION**

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

### **SI02 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2020-05-28)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

Submission of a bid constitutes acknowledgement that the Bidder has read and agrees to be bound by these documents.

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### **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 [ronny.ly@tpsgc-pwgsc.gc.ca](mailto:ronny.ly@tpsgc-pwgsc.gc.ca) as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T, enquiries should be received no later than five 5 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period must be directed ONLY to the Contracting Authority named in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI04 MANDATORY BIDDERS TELECONFERENCE**

There will be a MANDATORY bidder's teleconference scheduled on Tuesday June 01, 2021 at 10am PDT. The details for logging in to this teleconference meeting will be made available to all bidders who express an interest in attending by contacting the Contracting Authority before 3:00 pm PDT on May 31, 2021. If you wish to attend, please email Ronny Ly at [Ronny.Ly@pwgsc-tpsgc.gc.ca](mailto:Ronny.Ly@pwgsc-tpsgc.gc.ca)

Bidders not attending the above referenced Mandatory Bidders' Teleconference will NOT be given an alternative appointment and they will be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the bidder's conference will be included as an amendment to the bid solicitation.

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## **SI05 INDIGENOUS PARTICIPATION REQUIREMENT (IPR)**

As part of Canada's commitment to support its First Nations population, this procurement contains a MANDATORY Indigenous Participation Requirement (IPR) that aims to provide specific socio-economic benefits to Indigenous People 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 5 – Qualification Form and Indigenous Participation Requirement (IPR) Form.

To assist bidders in preparing the IBP, please contact the designated representatives:

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)

Or:

Julia Corbett  
Email : [Julia.Corbett@prophetriverfn.ca](mailto:Julia.Corbett@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)

## **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 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. A scanned copy of a bond does not constitute a digital bond.
- 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 SI07.2.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 bid, send bid only to:  
Bid Receiving Unit – Vancouver  
219 – 800 Burrard Street  
Vancouver, B.C.  
V6Z 0B9

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**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:  
[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 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.

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k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.

3. The technical 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 a technical and financial bid.
  - b. The Technical Bid, and any associated document(s), should be provided in a separate section with the following information clearly provided:
    - Section One - Technical Bid;
    - 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.

#### **SI09 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.

#### **SI10 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 "technical" 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 RFP.

##### **B. Bid Opening, Selection and Evaluation Procedure:**

1. There will be no Public opening.
2. Bid Opening, Selection and Evaluation Procedure;
  - a. Section One "Appendix 5 – MANDATORY QUALIFICATION AND INDIGENOUS PARTICIPATION REQUIREMENT (IPR) FORM" 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 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 INSUFFICIENT FUNDING**

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

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the lowest compliant bid.

#### **SI12 DEBRIEFINGS**

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

### **SI13 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. above is not accepted in writing by all those who submitted bids then Canada will, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

### **SI14 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.

### **SI15 LISTING OF SUBCONTRACTORS AND SUPPLIERS**

R2710T, GI07 has been amended to the following.

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

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

### **SI16 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 PWGWS-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>

**R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28)**

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/R2710T/22>

- 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

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## 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);
Supplementary Conditions		
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and 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.

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## **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.

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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: CONTRACT**

R2810D GC1.22 (2017-08-17) Performance evaluation: Contract management 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

Soil Treatment Facilities Operation  
Various locations, Alaska Highway, B.C.

### BA02 LEGAL NAME AND ADDRESS OF BIDDER

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

### BA03 THE OFFER

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

### BA04 BID VALIDITY PERIOD

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

### BA05 ACCEPTANCE AND CONTRACT

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

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work by September 24, 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

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

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Signature

--

Date

**APPENDIX 1 - COMBINED PRICE FORM**

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

**UNIT PRICE TABLE**

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

<b>BASE WORK (A)</b>						
Line Item	Class of Labour, Plant or Material	Specification Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
<b>Iron Creek Maintenance Camp Soil Treatment Facility</b>						
1	Pre-Mobilization Submittals	012520 - 1.1.1	Lump Sum	1		
2	Mobilization	012520 - 1.1.2	Lump Sum	1		
3	Site Preparation	012520 - 1.1.3	Lump Sum	1		
4	Site Restoration	012520 - 1.1.5	Lump Sum	1		
5	Demobilization	012520 - 1.1.6	Lump Sum	1		
6	Closeout Submittals	012520 - 1.1.7	Lump Sum	1		
7	Site Facilities - Provision	015200 - 1.1.1	Lump Sum	1		
8	Site Facilities - Operation	015200 - 1.1.2	Lump Sum	1		
9	Contaminated Water Treatment Offsite - Provision	026100.02 - 1.1.1	Lump Sum	1		
10	Contaminated Water Treatment Offsite - Operation	026100.02 - 1.1.2	Lump Sum	1		
11	Soil Turning	026100.08 - 1.1.1	Hours	150		
12	Fertilizer Provision and Application	026100.08 - 1.1.2	Tonnes	1		
13	Soil Sampling Assistance	026100.08 - 1.1.6	Hours	10		
14	Compliant Soil Relocation	026100.08 - 1.1.7	Cubic Metres	600		

BASE WORK (A)						
Line Item	Class of Labour, Plant or Material	Specification Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
<b>Triple J Gravel Pit Soil Treatment Facility</b>						
15	Pre-Mobilization Submittals	012520 - 1.1.1	Lump Sum	1		
16	Mobilization	012520 - 1.1.2	Lump Sum	1		
17	Site Preparation	012520 - 1.1.3	Lump Sum	1		
18	Standby Time	012520 - 1.1.4	Days	1		
19	Site Restoration	012520 - 1.1.5	Lump Sum	1		
20	Demobilization	012520 - 1.1.6	Lump Sum	1		
21	Closeout Submittals	012520 - 1.1.7	Lump Sum	1		
22	Site Facilities - Provision	015200 - 1.1.1	Lump Sum	1		
23	Site Facilities - Operation	015200 - 1.1.2	Lump Sum	1		
24	Contaminated Water Treatment Offsite - Provision	026100.02 - 1.1.1	Lump Sum	1		
25	Contaminated Water Treatment Offsite - Operation	026100.02 - 1.1.2	Lump Sum	1		
26	Soil Turning	026100.08 - 1.1.1	Hours	2,800		
27	Fertilizer Provision and Application	026100.08 - 1.1.2	Tonnes	47		
28	Fertilizer Application	026100.08 - 1.1.9	Tonnes	8		
29	Soil Sampling Assistance	026100.08 - 1.1.6	Hours	180		
30	Compliant Soil Relocation	026100.08 - 1.1.7	Cubic Metres	12,550		

BASE WORK (A)						
Line Item	Class of Labour, Plant or Material	Specification Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
<b>KM 713 Gravel Pit Soil Treatment Facility</b>						
31	Pre-Mobilization Submittals	012520 - 1.1.1	Lump Sum	1		
32	Mobilization	012520 - 1.1.2	Lump Sum	1		
33	Site Preparation	012520 - 1.1.3	Lump Sum	1		
34	Standby Time	012520 - 1.1.4	Days	1		
35	Site Restoration	012520 - 1.1.5	Lump Sum	1		
36	Demobilization	012520 - 1.1.6	Lump Sum	1		
37	Closeout Submittals	012520 - 1.1.7	Lump Sum	1		
38	Site Facilities - Provision	015200 - 1.1.1	Lump Sum	1		
39	Site Facilities - Operation	015200 - 1.1.2	Lump Sum	1		
40	Contaminated Water Treatment Offsite - Provision	026100.02 - 1.1.1	Lump Sum	1		
41	Contaminated Water Treatment Offsite - Operation	026100.02 - 1.1.2	Lump Sum	1		
42	Soil Turning	026100.08 - 1.1.1	Hours	1,050		
43	Fertilizer Provision and Application	026100.08 - 1.1.2	Tonnes	14		
44	Soil Sampling Assistance	026100.08 - 1.1.6	Hours	50		
45	Compliant Soil Relocation	026100.08 - 1.1.7	Cubic Metres	4,200		

BASE WORK (A)						
Line Item	Class of Labour, Plant or Material	Specification Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
<b>Toad River Maintenance Camp (Stringer) Soil Treatment Facility</b>						
46	Pre-Mobilization Submittals	012520 - 1.1.1	Lump Sum	1		
47	Mobilization	012520 - 1.1.2	Lump Sum	1		
48	Site Preparation	012520 - 1.1.3	Lump Sum	1		
49	Standby Time	012520 - 1.1.4	Days	1		
50	Site Restoration	012520 - 1.1.5	Lump Sum	1		
51	Demobilization	012520 - 1.1.6	Lump Sum	1		
52	Closeout Submittals	012520 - 1.1.7	Lump Sum	1		
53	Site Facilities - Provision	015200 - 1.1.1	Lump Sum	1		
54	Site Facilities - Operation	015200 - 1.1.2	Lump Sum	1		
55	Contaminated Water Treatment Offsite - Provision	026100.02 - 1.1.1	Lump Sum	1		
56	Contaminated Water Treatment Offsite - Operation	026100.02 - 1.1.2	Lump Sum	1		
57	Soil Turning	026100.08 - 1.1.1	Hours	650		
58	Fertilizer Provision and Application	026100.08 - 1.1.2	Tonnes	8		
59	Soil Sampling Assistance	026100.08 - 1.1.6	Hours	40		
60	Compliant Soil Relocation	026100.08 - 1.1.7	Cubic Metres	3,500		

BASE WORK (A)						
Line Item	Class of Labour, Plant or Material	Specification Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
<b>Sikanni Maintenance Camp Soil Treatment Facility</b>						
61	Pre-Mobilization Submittals	012520 - 1.1.1	Lump Sum	1		
62	Mobilization	012520 - 1.1.2	Lump Sum	1		
63	Site Preparation	012520 - 1.1.3	Lump Sum	1		
64	Site Restoration	012520 - 1.1.5	Lump Sum	1		
65	Demobilization	012520 - 1.1.6	Lump Sum	1		
66	Closeout Submittals	012520 - 1.1.7	Lump Sum	1		
67	Site Facilities - Provision	015200 - 1.1.1	Lump Sum	1		
68	Site Facilities - Operation	015200 - 1.1.2	Lump Sum	1		
69	Contaminated Water Treatment Offsite - Provision	026100.02 - 1.1.1	Lump Sum	1		
70	Contaminated Water Treatment Offsite - Operation	026100.02 - 1.1.2	Lump Sum	1		
71	Soil Turning	026100.08 - 1.1.1	Hours	1,400		
72	Fertilizer Provision and Application	026100.08 - 1.1.2	Tonnes	24		
73	Soil Sampling Assistance	026100.08 - 1.1.6	Hours	85		
74	Compliant Soil Relocation	026100.08 - 1.1.7	Cubic Metres	9,800		
<b>TOTAL PRICE BASE WORK (A)</b> applicable taxes extra						

**OPTIONAL WORK (B)**

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

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

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

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

<b>OPTIONAL WORK (B)*</b>						
Line Item	Class of Labour, Plant or Material	Specification Division - Section	Unit of Measure	Estimated Quantity (EQ)	Price per Unit (PU) applicable taxes extra	Extended amount (EQ x PU) applicable taxes extra
<b>Iron Creek Maintenance Camp Soil Treatment Facility</b>						
1	Repair STF Liner - Berm, Base and/or Cover	026100.08 – 3.1.6	Lump Sum	1		
2	Contaminated Soil Transport-Waste Quality	026100.04 – 1.1.1	Tonnes	100		
3	Contaminated Soil Disposal-Waste Quality	026100.06 – 1.1.1	Tonnes	100		
4	STF Decommissioning	026100.08 – 1.1.8	Lump Sum	1		
<b>Triple J Gravel Pit Soil Treatment Facility</b>						
5	Repair STF Liner - Berm, Base and/or Cover	026100.08 – 3.1.6	Lump Sum	1		
6	Site Facilities - Provision and Operation for Consultants	015200 – 1.1.3	Lump Sum	1		
<b>KM 713 Gravel Pit Soil Treatment Facility</b>						
7	Repair STF Liner - Berm, Base and/or Cover	026100.08 – 3.1.6	Lump Sum	1		
<b>Stringer (Toad River Maintenance Camp) Soil Treatment Facility</b>						
8	Repair STF Liner - Berm, Base and/or Cover	026100.08 – 3.1.6	Lump Sum	1		
<b>Sikanni Maintenance Camp Soil Treatment Facility</b>						
9	Repair STF Liner - Berm, Base and/or Cover	026100.08 – 3.1.6	Lump Sum	1		
<b>OPTIONAL WORK TOTAL EXTENDED AMOUNT (B)</b>						
applicable taxes extra						

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Notes:

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

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

## 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 - LISTING OF SUBCONTRACTORS AND SUPPLIERS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractors and Suppliers	Division
1	N/A	N/A

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## APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

### PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

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

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

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

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

If you accept fill out and sign page 2 of 2

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

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**Voluntary Certification**  
(To be filled out and returned with bid on a voluntary basis)  
(page 2 of 2)

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex 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 5 - MANDATORY QUALIFICATION AND INDIGENOUS PARTICIPATION REQUIREMENT (IPR) FORM

### Part 1 - Qualification

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

Bidders must include the following with their submission:

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

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

- Resumes for proposed personnel in each category: Project Manager, Superintendent, and Machine Operator (2 individuals).

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

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

All qualifications requirements and information requirements are mandatory.

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

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

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**Define experience levels for each of the personnel categories identified:****Project Manager #1:**

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

**Project Manager #1 Experience Table**

<b>Name of Individual:</b>	
<b>Total Number of Years' Experience as Project Manager in the environmental/remediation industry (must meet a minimum of 10 years' experience)</b>	
<b>Remediation project over \$1,000,000</b>	<b>Project Dollar Value:</b>  <b>Project Name &amp; Description:</b>   <b>Project Completion Date:</b>  <b>Reference Name:</b>   <b>Reference Phone Number:</b>

**Superintendent/Field Coordinator #1:** Minimum 10 years' experience in the environmental/remediation industry including 10 years of demonstrated experience in on-site supervision of contracted personnel, inspection and approval of remediation projects similar to federal facilities and properties.

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

<b>Name of Individual:</b>	
<b>Total Number of Years' Experience in the environmental/remediation industry (minimum 10 years)</b>	
<b>Number of Years' Experience in the superintendent/field coordinator role (minimum 10 years)</b>	
<b>Please provide project name and project reference (must include name and phone # for each reference). Note: Different projects can be used for the evaluation criteria listed below.</b>	
<b>Screening of stockpiled soil for coarse materials (rock and debris) for volume reduction and separation.</b>	<b>Project Name:</b>  <b>Reference Name:</b>

	<p>Reference Title:</p> <p>Reference Phone #:</p> <p>Project description:</p>
<p><b>Segregation of soil by environmental quality for off-site disposal</b></p>	<p>Project Name:</p> <p>Reference Name:</p> <p>Reference Title:</p> <p>Reference Phone #:</p> <p>Project description where segregation of soil by environmental quality for off-site disposal was completed:</p>

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

**Machine Operator #1 Experience Table**

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

	<p>Reference Name:</p> <p>Reference Phone #:</p> <p>Project description including types of equipment used. Note: More than one project may be listed for this particular criteria but only one reference is required.</p>
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**Machine Operator #2:** Minimum five (5) years' experience operating heavy equipment.

**Machine Operator #2 Experience Table**

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

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## Part 2 - Indigenous Participation Requirement (IPR) Form

### **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 4 and Appendix 5 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)

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**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)

Or:

Julia Corbett  
Email : [Julia.Corbett@prophetriverfn.ca](mailto:Julia.Corbett@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 20.00% of the total bid amount indicated in Appendix 1 in order to be compliant. Bids not achieving the minimum of 20.00% will be found non-compliant and no further consideration will be given to the bid. For example, a bid with an IPR value of 19.9% will be non-compliant (i.e. no rounding).

Following contract award, the actual total contract value excluding applicable taxes will be used to calculate and verify that the minimum IPR value of 20.00% of the Contract value if only the base work is awarded or 20.00% if any of the optional work is exercised has been achieved and will be used to determine if the contractor is compliant. For example, if the actual total contract value excluding applicable taxes is \$1,000,000.00 and the options have been exercised, the minimum value for the IPR would be \$200,000.00 (\$1,000,000.00 x 20.00%).

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 20.00% of the total 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 could 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 payment 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.

<b>Indigenous Participation Requirement – REPORT</b>			<b>Date :</b> /    /    (Day/Month/Year)
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Identify the specific Indigenous Peoples* by abbreviation</b>	<b>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).</b>	<b>Identify the duration the elements of Column B is required</b>	<b>Total value of the elements in Column B (referred to as "target value")</b>
			\$
			\$
			\$
			\$
			\$
<b>TOTAL VALUE of the Indigenous Participation Requirement to date</b>			\$

\* 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:

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

Description and Location of Work Soil Treatment Facilities Operation Various locations, Alaska Highway, B.C.					Contract No. EZ897- 212565/001/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		
<b>Commercial General Liability</b>  <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
<b>Pollution Liability</b>				\$		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.						
<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		

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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.

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**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 six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade