



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

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
800 Burrard Street, Room 219
800, rue Burrard, pièce 219
Vancouver
British C
V6Z 0B9

| | |
|---|--|
| Title - Sujet Nanoose Transmitter Remediation Nanoose Transmitter Remediation | |
| Solicitation No. - N° de l'invitation EZ897-220812/A | Amendment No. - N° modif. 004 |
| Client Reference No. - N° de référence du client | Date 2022-01-14 |
| GETS Reference No. - N° de référence de SEAG PW-\$PWY-047-9094 | |
| File No. - N° de dossier PWY-1-44148 (047) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Standard Time PST on - le 2022-01-20 Heure Normale du Pacifique HNP | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Kyle (PWY), Davis | Buyer Id - Id de l'acheteur pwy047 |
| Telephone No. - N° de téléphone (250) 869-6395 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DND – CFB Esquimalt – Nanoose, BC | |

Instructions: See Herein

Instructions: Voir aux présentes

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

Sollicitation No. - N° de l'invitation
EZ897-220812

Amd. No. - N° de la modif.
004

Buyer ID - Id de l'acheteur
pwy047

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

Solicitation Amendment 004 is raised to:

- issue Addendum 003 responding to bidder questions (see herein)
- revise the Invitation to Tender Document (ITT) and include Appendix 5 as a mandatory Qualification form

DELETE in its entirety: ITT

ADD: ITT – Two Envelope Bid (see herein)

All other terms and conditions remain unchanged.

THE FOLLOWING ADDENDUM SUPERCEDES INFORMATION CONTAINED IN DRAWINGS AND SPECIFICATIONS ISSUED FOR THE PROJECT TO THE EXTENT REFERENCED. THE FOLLOWING CHANGES IN THE TENDER DOCUMENTS ARE EFFECTIVE IMMEDIATELY. THIS ADDENDUM WILL FORM PART OF THE CONTRACT DOCUMENTS.

Question(s) and Answer(s) from Bidder(s)

Question 1 - Is there a specification for the geotextile liner to be placed between overburden and import backfill?

Answer 1 - There are no specific set of requirements for the geotextile liner.

Question 2 - Does the Owner Supplied backfill mean clean overburden from the excavation? If there is a backfill source, can you provide location or distance from project?

Answer 2 - There is no specific Owner Supplied backfill at the Site

- The intent in Section 01 11 00 1.4.4.10 is for the > CCME material to be reused within the top 1.5 m of the excavation.
- There is no specific uncontaminated overburden at the site as PAH contamination (i.e., primarily IACR) has been identified near surface within the area of excavation.

Question 3 - Is there an Owners Supplied Topsoil pile or does the contractor need to source that?

Answer 3 - There is no on-site topsoil. The contractor will need to source the topsoil.

Question 4. - The Invitation to Tender states "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". In discussions with Snaw-naw-nas Nation it is readily apparent that training and capacity building is a priority for the Nation. However, the training priorities and subsequent value of training to the community, may not be directly related to the scope of work, but would benefit individuals in the longer term in preparation for similar work and in other industries. Would training such as this (e.g. career development training) fall within the parameters of this ITT, and count towards the 5% of contract value as per the Indigenous Participation Requirement?

Answer 4. - Canada directs the bidder to refer to the IPR for specific details and associated contact information. In particular note "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." Examples of IPR components that would be considered applicable to the scope of this project are (but are not limited to):

- Direct employment of community members and provision of safety equipment required for completion of the work

- Training related to construction, remedial excavation, and environmental management of contaminated sites
- Training related to certification for heavy equipment operation
- Safety Training Courses related to construction sites and contaminated sites
- First Aid Training
- Training Related to Career Development in construction, remedial excavation and management of contaminated sites
- Work Experience Training Workshops to provide community members information on careers related to the remediation and management of contaminated sites

End of Addendum 003

INVITATION TO TENDER

Nanoose Transmitter Remediation
Nanoose, BC

IMPORTANT NOTICE TO BIDDERS

TWO-ENVELOPE BID

This Bid shall be submitted following a “two-envelope” procedure. Refer to SI06 of the Special Instructions to Bidders.

SI04 OPTIONAL BIDDERS CONFERENCE has changed

SI14 Security Clearance Requirements has changed

SI15 COVID-19 Vaccination Requirement and Certification has been added

SC04 Compliance with on-site measures, standing orders, policies, and rules has been added

APPENDIX 6 - COVID-19 Vaccination Requirement Certification has been added

THIS DOCUMENT CONTAINS A SECURITY CLEARANCE REQUIREMENT

For further instructions please consult “Special Instruction to Bidders”, SI14, “Security Clearance Requirements” and “Supplementary Conditions” SC01 “Security Clearance Requirements, Document Safeguarding Location”.

LISTING OF SUBCONTRACTORS AND SUPPLIERS

Take note that R2710T, GI07 “Listing of Subcontractors and Suppliers” has been amended. See SI14 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

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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 (2021-04-01)
 - 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 davis.kyle@tpsgc-pwgsc.gc.ca as early as possible within the solicitation period. Except for the approval of alternative materials as described in G115 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 OPTIONAL BIDDERS CONFERENCE

There will be an optional bidders teleconference scheduled on Monday, January 17th at 10:00 am PST. You may attend either by phone (audio) or by computer (audio and/or video), though we recommend you take advantage of the video as we will present visuals.

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 9:00 am PST on January 17th. If you wish to attend, please email Davis Kyle at davis.kyle@pwgsc-tpsgc.gc.ca

Bidders not attending the above referenced optional Bidders Teleconference will NOT be given an alternative appointment. Any clarifications or changes to the bid solicitation resulting from the bidders conference will be included as an amendment to the bid solicitation

SI05 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**) 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.

SI06 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

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

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- 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. 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.RPRceptiondessomissions-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.

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- i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the Bidder using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - j. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.
3. The 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.

SI07 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 SI07.2. 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.

SI08 REVISION OF BID

A bid may be revised by epost Connect in accordance with G110 of R2710T.

SI09 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 "Qualifications" will be reviewed prior to the price component of the Financial Bid. Section one will be reviewed to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Section Two will not be considered.
 - b. Section Two - "Financial Bid": The Financial Bid will be a two part submission. The bid security component of the Financial Bid will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
3. The responsive bid carrying the lowest price will be recommended for contract award.
4. Bid results may be obtained from the Contracting Authority named on the cover page of the Invitation to tender following completed evaluation.

SI10 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.

SI11 DEBRIEFINGS

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

SI12 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 .

SI13 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.

SI14 SECURITY CLEARANCE REQUIREMENTS

1. **Before award of a contract, the Bidder must hold a valid Security Clearance** as indicated in section SC01 of the Supplementary Conditions.
2. The successful Bidder's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful Bidder to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful Bidder's non-compliance with the mandatory security requirement.

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4. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
 5. For additional information on security requirements, bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

SI15 COVID-19 VACCINATION REQUIREMENT AND CERTIFICATION

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. All Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (Appendix 5),

This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

SI16 LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

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

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

SI17 BID CHALLENGE AND RECOURSE MECHANISMS

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

SI18 CONSTRUCTION DOCUMENTS

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

SI19 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#apL>

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

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

Performance Bond (form PWGSC-TPSGC 505)

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

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Contract Security Program

<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) (2021-04-01)

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

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 | (2019-05-30); |
| 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); |
| | 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.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY CLEARANCE REQUIREMENTS, DOCUMENTS SAFEGUARDING

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work or document safeguarding.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 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.

SC04 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICIES, AND RULES

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

**SC05 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.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Nanoose Transmitter Remediation
Nanoose, BC

BA02 LEGAL NAME AND ADDRESS OF BIDDER

| | | | | | |
|---|--|------|--|------|--|
| Legal Name: | | | | | |
| Operating Name (if any): | | | | | |
| Address: | | | | | |
| Telephone: | | Fax: | | PBN: | |
| E-mail address: | | | | | |
| Contract Security Program Organisation Number (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 within by March 31, 2022 .

BA07 BID SECURITY

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

BA08 SIGNATURE

| |
|--|
| |
|--|

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

| |
|--|
| |
|--|

Signature

| |
|--|
| |
|--|

Date

APPENDIX 1 - COMBINED PRICE FORM

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

UNIT PRICE TABLE

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

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

| Item | Specification Reference | Class of Labour, Plant or Material | Unit of Measurement | Estimated Quantity (EQ) | Price per Unit applicable taxe(s) extra (PU) | Extended amount (EQ x PU) applicable taxe(s) extra |
|------|---|------------------------------------|---------------------|-------------------------|--|--|
| 1 | Pre-Mobilization Submittals | 012520 -1.1.1 | Lump Sum | 1 | | |
| 2 | Mobilization | 012520 -1.1.2 | Lump Sum | 1 | | |
| 3 | Site Preparation | 012520 -1.1.3 | Lump Sum | 1 | | |
| 4 | Standby Time | 012520 -1.1.4 | Days | 1 | | |
| 5 | Site Restoration | 012520 -1.1.5 | Lump Sum | 1 | | |
| 6 | Demobilization | 012520 -1.1.6 | Lump Sum | 1 | | |
| 7 | Closeout Submittals | 012520 -1.1.7 | Lump Sum | 1 | | |
| 8 | Non-Contaminated Quality Offsite Material Transport and Disposal – Debris | 013543 – 1.1.1 | Tonnes | 3,700 | | |
| 9 | Site Facilities – Provision | 015200 – 1.1.1 | Lump Sum | 1 | | |
| 10 | Site Facilities - Operation | 015200 – 1.1.2 | Lump Sum | 1 | | |
| 11 | Contaminated Water Treatment Onsite - Provision | 026100.01 – 1.1.1 | Lump Sum | 1 | | |
| 12 | Contaminated Water Treatment Onsite - Operation | 026100.01 – 1.1.2 | Lump Sum | 1 | | |
| 13 | Contaminated Water Treatment Offsite - Provision | 026100.01 – 1.1.1 | Lump Sum | 1 | | |
| 14 | Contaminated Water Treatment Offsite - Operation | 026100.02 – 1.1.2 | Lump Sum | 1 | | |
| 15 | Oversize Debris Removal | 026100.03 – 3.5.11.3 | Hours | 30 | | |
| 16 | Excavation | 026100.03 – 1.1.1 | Cubic Meters | 6,200 | | |
| 17a | Backfill-Imported | 026100.03 – 1.1.3 | Tonnes | 8,400 | | |
| 17b | Backfill-Overburden | 026100.03 – 1.1.4 | Cubic Meters | 2,000 | | |
| 18a | Contaminated Material Transport-Waste Quality (>CSR Commercial Standards; Area 1) | 026100.04 – 1.1.1 | Tonnes | 3,200 | | |

| Item | Specification Reference | Class of Labour, Plant or Material | Unit of Measurement | Estimated Quantity (EQ) | Price per Unit applicable taxe(s) extra (PU) | Extended amount (EQ x PU) applicable taxe(s) extra |
|-------------------------|--|------------------------------------|---------------------|-------------------------|--|--|
| 18b | Contaminated Material Transport-Commercial Quality (>CSR Residential, <CSR Commercial Standards; Area 2) | 026100.04 – 1.1.1 | Tonnes | 2,000 | | |
| 19a | Contaminated Soil Disposal-Waste Quality (>CSR Commercial Standards; Area 1) | 026100.06 – 1.1.1 | Tonnes | 3,200 | | |
| 19b | Contaminated Soil Disposal-Commercial Quality (>CSR Residential, <CSR Commercial Standards; Area 2) | 026100.06 – 1.1.1 | Tonnes | 2,000 | | |
| TOTAL BID AMOUNT | | | | | | |
| applicable taxes extra | | | | | | |

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 | | Waste Disposal |

APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. 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.*

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

(page 2 of 2)

Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C

| | |
|---|--|
| Name: | |
| Signature: | |
| Company Name: | |
| Company Legal Name: | |
| Solicitation Number: | |
| Number of company employees: | |
| Number of apprentices planned to be working on this contract: | |

Trades of those apprentices:

| |
|--|
| |
| |
| |
| |
| |
| |
| |
| |
| |

APPENDIX 5 - QUALIFICATION 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 (ie. 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 must include the following with their submission:

- Resumes for proposed personnel in each category: Project Manager, Site Superintendent and Machine Operator.

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

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

All qualifications requirements and information requirements are mandatory.

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

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

Define experience levels for each of the personnel categories identified:

Project Manager #1:

Minimum 10 years experience in the environmental/remediation industry including 10 years experience in overall management (i.e. responsibility for project budget, allocation of technical personnel, and adherence to project schedule) of soil turning/contaminated sites remediation projects. Must have managed one (1) remediation project with a cost of \$500,000 or greater in the last ten (10) years.

Project Manager #1 Experience Table

| | |
|---|--|
| Name of Individual: | |
| Total Number of Years Experience as Project Mgr in the environmental/remediation industry (must meet a minimum of 10 years experience) | |

| | |
|---|---|
| | |
| Remediation project over \$500,000 | Project Dollar Value: Project Name & Description: Project Completion Date: Reference Name: Reference Phone Number: |

Site Superintendent #1: Minimum 10 years experience being in full charge of the on-site operations of the Contractor during the performance of the Work and authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.

Site Superintendent #1 Experience Table

| | |
|---|---|
| Name of Individual: | |
| Number of Years Experience as Site Superintendent in the environmental/remediation industry (must meet a minimum of 10 years experience) | |
| Please provide project name and project reference (must include name and phone # for each reference). | |
| Remediation project over \$500,000 | Project Dollar Value: Project Name & Description: Project Completion Date: Reference Name: Reference Phone Number: |

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

Machine Operator #1 Experience Table

| | |
|---|---|
| Name of Individual: | |
| Number of Years Experience in the machine/equipment operator role (minimum 5 years) | |
| 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. | |
| Segregation of soil by environmental quality for off-site disposal | Project Name: Reference Name: Reference Title: Reference Phone #: Brief project description where segregation of soil by environmental quality for off-site disposal was completed: |

Solicitation No. - N° de l'invitation
EZ897-220812/A

Amd. No. - N° de la modif.
003

Buyer ID - Id de l'acheteur
PWY047

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

| | |
|--|---|
| | |
| Operation of various construction equipment including excavator, bulldozer, drum roller compactor, etc. | Project(s) Name: Reference Title: Reference Name: Reference Phone #: Brief project description including types of equipment used. Note: More than one project may be listed for this particular criteria but only one reference is required. |

APPENDIX 6 - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (first and last name), as the representative of
_____ (name of business) pursuant to
_____ (insert solicitation number), warrant and certify that all personnel that
_____ (name of business) will provide on this Contract who access federal
government workplaces within Canada where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19;
 - (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
 - (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;
- until such time that Canada indicates that the mandatory vaccination requirements of the Mandatory Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below is not a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

APPENDIX 7 - 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 Snaw-naw-nas Nation.

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 delayed. 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:

Snaw-naw-nas Nation

Cindy Stern, Chief Executive Officer
Nanoose Economic Development Master LP
Work: (250) 954-5711
Email: cindystern@telus.net

3) Indigenous Participation Requirement (IPR) Form

Inclusion of an Indigenous Participation Requirement is mandatory. A fully 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 5.00% of the total bid amount indicated in Appendix 1 in order to be compliant. Bids not achieving the minimum of 5.00% will be found non-compliant and no further consideration will be given to the bid. For example, a bid with an IPR value of 4.9% 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 5.00% of the Contract value 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, the minimum value for the IPR would be \$50,000.00 ($\$1,000,000.00 \times 5.00\%$).

Using the IPR form, provide a complete 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 | 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 | 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 5.00% of the total bid amount indicated in Appendix 1 | | | |
| ** To be compliant at least one row must be completed and a numeric value must be entered in column D and totaled accordingly. | | | |

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 and provide a mitigation strategy to meet the IPR target value.

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.

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

*

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:

Solicitation No. - N° de l'invitation
EZ897-220812/A

Amd. No. - N° de la modif.
003

Buyer ID - Id de l'acheteur
PWY047

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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

Solicitation No. - N° de l'invitation
EZ897-220812/A

Amd. No. - N° de la modif.
003

Buyer ID - Id de l'acheteur
PWY047

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

ANNEX A - SECURITY REQUIREMENT CHECK LIST (SRCL)

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

CERTIFICATE OF INSURANCE
Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

| | |
|--|------------------------------|
| Description and Location of Work Nanoose Transmitter Remediation Nanoose, BC | Contract No. EZ897-220812 |
| | Project No. R.116937.001 |

| | | | | |
|--|-----------------------|------|----------|-------------|
| Name of Insurer, Broker or Agent | Address (No., Street) | City | Province | Postal Code |
| Name of Insured (Contractor) | Address (No., Street) | City | Province | Postal Code |
| Additional Insured <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i> | | | | |

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

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.

| | |
|--|----------------------|
| <input type="text"/> | <input type="text"/> |
| Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) | Telephone number |
| <input type="text"/> | <input type="text"/> |
| Signature | Date D / M / Y |

CERTIFICATE OF INSURANCE Page 2 of 2

General

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

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

