

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North, 5th floor
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal 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.

**Proposition 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 sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet CAM-A Sturt Point DEW Line Site	
Solicitation No. - N° de l'invitation EW699-132803/A	Date 2013-01-16
Client Reference No. - N° de référence du client AANDC	
GETS Reference No. - N° de référence de SEAG PW-\$NCS-006-9690	
File No. - N° de dossier NCS-2-35381 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-03-04	Time Zone Fuseau horaire Mountain Standard Time MST
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: McFadden (NCS), Brad	Buyer Id - Id de l'acheteur ncs006
Telephone No. - N° de téléphone (780) 497-3636 ()	FAX No. - N° de FAX (780) 497-3842
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TELUS PLAZA N. 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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
Northern Contaminated Site Program
Telus Plaza North, 5th floor
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6

Delivery Required - Livraison exigée See Herein	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

**REMEDIATION OF STURT POINT NUNAVUT
PWGSC PROJECT NUMBER - R.040716.006**

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Section 1: Instructions To Bidders

1.0 Instructions and Conditions

1.1 Trade Agreements

The proposed requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.2 NLCA - Evaluation Criteria (*W0043T,2011-05-16*).

The benefits that apply to this procurement are contained in Part 6 - Bid Criteria of Article 24 - Government Contracts of the Nunavut Land Claims Agreement (NLCA), section:

24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:

- (a) the existence of head offices, administrative offices or Other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
- (c) the undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit.

1.3 Standard Instructions, Clauses and Conditions

1.3.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

1.3.2 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

1.3.3 The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.3.3.1 Section 05 - *Submission of Bids*, subsection 4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days, Insert: ninety (90) days

- 1.3.4** Electronic Bids Will Not Be Accepted due to the nature of this solicitation.
- 1.3.5** Bid amendments will not be accepted after the Request for Bid closing date and time.
- 1.3.6** Due to the operational requirements of this project, a request for extension to the solicitation closing date and time will NOT be considered.
- 1.3.7** The Contractor will not be paid for any cost incurred before the effective date of the Contract unless it is expressly provided for in the Contract
- 1.3.8** Pursuant to section 01 of Standard Instructions 2003 and 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

2.0 Requirement

2.1 Summary

The Contractor must perform the Work in accordance with the Specifications at **Annex "C"** and the Technical and Management and Organizational portions of the Contractor's bid entitled (TBD), dated (TDB).

CAM-A, Sturt Point is a former Intermediate Distant Early Warning (DEW) Line radar station constructed in 1957 by the United States Air Force (USAF)) and was subsequently abandoned in 1963. Responsibility for the site was assumed by the Department of Indian Affairs and Northern Development (DIAND) in 1965. The site is located on the southern coast of Victoria Island, overlooking the Queen Maud Gulf, at 68°47' 103°20'

The nearest community to CAM-A is Cambridge Bay located approximately 80 km to west. CAM-A is also located approximately 25 km southeast of CAM-A3A which was constructed as a Short Range Radar facility (SSR) during the modernization of the DEW Line in the late 1980' and early 1990'

The CAM-A Intermediate DEW Line site included station area facilities, consisting of a module train, warehouse, garage, a POL storage facility and a radar tower. Access to the site is provided by a 1200 m long airstrip, located north of the station facilities and beach landing areas located to the south of the station facilities. A Fresh Water Lake is located approximately 600 m northwest of the airstrip. Gravel roads were built linking the airstrip, Beach Area and Fresh Water Lake to the Station Area facilities.

Infrastructure remaining on site includes the powerhouse module of the building train, a felled Doppler communication tower and foundations from the garage, warehouse and two Petroleum, Oil, and Lubricants (POL) storage and distribution facilities.

2.2 Specifications

- 2.2.1** You are invited to submit a Technical Bid, Management & Organizational Bid, Aboriginal Opportunities Consideration (**original and four (4) copies**), and a Financial Bid (**original only**) to perform the work described in the Specifications, **Annex "C"**, attached, for Public Works and Government Services Canada (PWGSC).

2.3 Period of Proposed Contract

- 2.3.1** The period of the contract will be from date of award (estimated April, 2013) to March 31, 2015. The Work is to be performed during the period of (estimated) April, 2013 to December 31 of 2014 and all deliverables must be received on or before March 31, 2015.

2.4 Contract Financial Security

- 2.4.1** A Performance Bond will not be required, however, there will be a requirement for a 10% Holdback on each monthly invoice in accordance with Article TP-3 "Method of Payment as per **Annex "G"** attached.

2.4.2 10% Holdback - Definition

The ten percent (10%) holdback is an amount of funds withheld by Canada from each monthly invoice in lieu of contract security. The hold back calculation is based on the invoice value prior to the Goods and Services Tax (GST) being applied. The holdback is released as specified in TP-4.

2.5 Education / Experience - Certification

- 2.5.1** By signing the first page of this Request for Bid, The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2.6 Health and Safety - Northwest Territories/Nunavut WCB and Safety Program

- 2.6.1** The recommended Bidder **shall provide to the Contracting Authority, prior to Contract award:**

2.6.1.1 a Workers Compensation Board Claims Cost Summary (NU);

2.6.1.2 a Workers Compensation Board letter of good standing and written confirmation from a Workers Compensation Board of coverage for all Directors, Principals, Proprietors or Partners who will be or who are anticipated to be present on the work site(s); and

2.6.1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP) acceptable to the Authority Having Jurisdiction (AHJ). A health and safety policy and program, as required by the respective provincial/territorial Occupational Health and Safety Act, will be acceptable in lieu of a COR or RSP. If none is required by law, complete and return a provided declaration form instead.

- 2.6.2** The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply will result in a breach of promise, at which time the Contracting Authority will be free to approach the next highest ranked responsive Bidder.

2.7 Bidder Suggestions During The Period Of The Request For Proposal (RFP)

- 2.7.1** Should the Bidder consider that the specifications or Statement of Work (SOW) contained in this Request For Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contracting Authority no later than five (5) calendar days prior to the bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.

2.8 Financial Capability (A9033T 2012/07/16)

- 2.8.1 Financial Capability Requirement:** The Bidder must have the financial capability to fulfil this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:

(a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

(b) If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.

(c) If the Bidder has not been in business for at least one full fiscal year, the following must be provided:

(i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

(ii) the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.

(d) A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

(e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.

(f) A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

(g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

2.8.2 If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.

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- 2.8.3** If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
- 2.8.4** Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract and Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
- (a) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - (b) the Bidder authorizes the use of the information for this requirement. It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.
- 2.8.5 Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
- 2.8.6 Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
- 2.8.7 Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
- 2.9 Insurance Requirements**
- The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in **Annex "E"**.
- If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

3.0 Mandatory Requirements

Each bid must meet all of the mandatory requirements and all bid submissions must indicate acceptance with no counter offer, by the bidder, of all terms and conditions of the RFP, Basis of Pricing, and Plans and Specifications at bid closing. Bids which fail to meet these requirements will be considered unresponsive and will receive no further consideration.

There are mandatory requirements specified herein (as per 3.1.1, 3.1.2 and 3.1.3). In order to expedite the evaluation process of the bids submitted, "bidders" should submit the post bid closing mandatory requirements with their bid.

3.1 Mandatory Requirements

3.1.1 Mandatory Requirements Precedent to Bid Closing

Bidders must submit the following mandatory requirements as part of their bid:

3.1.1.1 Letter From a Bank or Other Financial Institution

Bidders must provide with their bid, a Letter from a Bank or other Financial Institution detailing that a line of Credit is available equal to the initial mobilization costs (year one (1) of the Contractor's schedule), specific to the Remediation of Sturt point, Nunavut or other guarantee of funding, confirming ability to carry costs until such time as payment can be made.

3.1.1.2 Bidders must provide a certification as per Sections 1.1.1 - **Guarantee of Inuit Employee Content** and Section 1.1.2 - **Guarantee of Inuit Subcontractor of Annex "H"**.

3.1.2 Mandatory Requirements Precedent to Contract Award

Bidders must submit the following mandatory requirements precedent to contract award within five (5) business days from date of request:

3.1.2.1 A signed front page of the RFP with your bid. Your signature indicates acceptance with the terms and conditions of the RFP, Basis of Pricing, Plans and Specification at bid closing with no counter offers.

3.1.2.2 Joint Venture documentation (if applicable) as per section **1.4 of Annex "H"**, attached.

3.1.2.3 Contractor's Representative must be provided as per section **1.5 of Annex "H"**, attached.

3.1.2.4 Proof of compliance with WCB and Health and Safety Requirements as specified in the RFP.

3.1.2.5 A letter or other documentation, from your Insurer stating that you can comply with the Insurance Conditions as stated in the General Conditions.

3.1.2.6 Name and location of Designated Licensed Waste Facility as per section **1.6 of Annex "H"**

3.1.2.7 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

3.1.3 Mandatory Requirements Required Post Contract Award

Bidders must submit the following mandatory requirement post contract award:

3.1.3.1 Provision of Insurance Certificate as per **Annex "E"** within 30 days of contract award.

4.0 Bid Contents

4.1 General

4.1.1 Bids should be submitted in the format requested (Technical Bid, Management & Organizational Bid, Aboriginal Opportunities Consideration and Financial Bid). Each section should be brief and concise. Unnecessary information should not be provided. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.

4.1.2 Bids shall address the Specifications in **Annex "C"**, attached and will be evaluated against the mandatory and point rated requirements set out in the Evaluation Criteria / Contractor Selection Method, **Annex "I", attached**. Your bid should be divided into **four (4) parts**, described below. You are advised to follow the same format with a clear, concise and complete response to the requested evaluation criteria.

4.2 Part "1" - Technical Bid

Your Technical Bid should include, but not necessarily be limited to, the following:

4.2.1 Project Understanding

- Demonstrate understanding of the scope of work as well as the unique nature of the project relative to, but not limited to, the constraints of working in a remote northern area.

4.2.2 Health and Safety

- Identify the risks and hazards specific to the site and provided details on how they would be mitigated and/or managed.

4.2.3 Equipment and Camp Facilities Remediation Equipment and Supplies

- Provide a detailed inventory of equipment proposed for site work including photos, condition and age/hours of heavy equipment.
- Provide details on how equipment will meet the specific site constraints, equipment redundancy, on-site equipment maintenance, spare parts inventory and dedicated repair and maintenance staff.
- Provide a detailed inventory of the remediation supplies necessary to complete the work.
- Provide details of fuel management, including expected types, volume, transportation, storage and transfer. -Include identification of potential problems and mitigative measures.

4.2.4 Camp Facilities and Support

- Provide details on camp operations and facilities and services to be provided. Include for the camp to be established a complete description of all facilities:
- Capacity of the camp. Identified number of personnel camp, crew rotations and frequency of re-supply flights.
- The location and conceptual layout of all camp footprints on site clearly identifying camp facilities.
- Source of water, storage volume (if necessary), treatment, and testing.
- Camp wastewater management.
- Solid waste management.
- Communications system on site. Communication systems between site and outside communities.
- Winterization of camp if required

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- Wildlife monitoring and safety program
 - Departmental Representative facilities at camp.
 - Outlined the risks and provided mitigative measures associated with the camp facilities and operations.
 - Demonstrate understanding and compliance with typical regulatory requirements as it relates to the camp facilities and operations

4.2.5 Mobilization/Demobilization:

- Provide a detailed description on how all equipment, materials, supplies and personnel proposed for use at the site will be transported to and from each job site.
- Provide details on what arrangements will be made to address potential barging issues (capacity of barging companies, landing conditions, soft landing conditions etc.).
- Describe how the environmental impact of barge loading will be minimized for both mobilization barge and demobilization barge.
- Provide details of where the barge will land, where and how the barge cargo will be stored and staged.
- If a CAT-train is proposed, provide details on proposed route, environmental mitigation strategies, safety considerations.
- Include identification of potential problems and mitigative measures.

4.2.6 Infrastructure Improvements:

- Provide a detailed description of what infrastructure improvements will be carried out at each site as part of the remediation and how the improvements will be completed. Include estimated type and volume of granular material that will be required.
- Where water crossings are deemed necessary, provided details on how the crossing would be achieved (temporary bridge, culverts, etc.) and how the installation would comply with regulatory requirements and decommissioning at the end of the contract.
- Include identification of potential problems and mitigative measures.

4.2.7 Borrow Source Development:

- Provide details regarding which borrow sources will be developed and the estimated quantities of material to be removed.
- Provide detail regarding how the borrow areas will be decommissioned and reclaimed.
- Include identification of potential problems and mitigative measures.

4.2.8 Building Demolition:

- Provide a detailed methodology of building demolition.

- Include details on how hazardous materials identified within the buildings will be removed.
- Outline the risks and provided mitigative measures associated with this task.
- Demonstrate understanding and compliance with regulatory requirements as it relates to this task.
- Demonstrate understanding of the chemical, physical and environmental risks associated with this task.
- Identify potential problems and mitigative measures

4.2.9 Collection and Sorting of Debris:

- Provide details regarding how hazardous and non-hazardous waste will be collected and sorted.
- Provide detail on how identified heritage resources on Sturt Point will be protected.
- Provide details on the Material Processing Area including location on site, dimensions, and general layout.
- Identify potential problems and mitigative measures.

4.2.10 PHC Soil Treatment:

- Provide detail on the soil treatment methodology, placements of liners (if applicable), and the containment and treatment of contact water.
- Provide details on how PHC will be treated to meet contractors schedule.
- Provide details regarding how the petroleum hydrocarbon contaminated soil will be excavated and how it will be transported to the identified treatment area.
- Provide details on what will happen to the soil once confirmation that it has been remediated is obtained.
- Provide details on how the soil treatment activities will be decommissioned.
- Identify potential problems and mitigative measures.

4.2.11 Excavation, Packaging, Transport, and Disposal of Contaminated Soil:

- Provide details regarding how the contaminated soils will be excavated.
- Provide details on the containers that will be used to transport the contaminated soil from site to the disposal facility and how Contractor will comply with all relevant environmental acts and regulations associated with the transportation of contaminated/Hazardous soils
- Provided details on the transportation (sea and land) of the contaminated soil to the disposal facility including interim storage, if necessary.
- Include a letter from the proposed waste disposal facility confirming that they are licensed to accept the contaminated soil.

- Include identification of potential problems and mitigative measures

4.2.12 Packaging, Transport, and Disposal of Hazardous Waste:

- Provide details regarding how the various hazardous materials will be containerized.
- Provide details on the containers that will be used to transport the hazardous waste from site to the disposal facility, and how the Contractor will comply with all relevant environmental acts and regulations associated with the transportation of hazardous materials.
- If materials are to be managed on-site (incineration) provide details regarding how that process will be completed.
- Provide details how barrel wash water will be treated to ensure effluent meets discharge criteria.
- Provide details on the transportation (sea and land) of the hazardous waste to the disposal facility including interim storage, if necessary.
- Include a letter from the proposed waste disposal facility confirming that they are licensed to accept the proposed hazardous waste.
- Identify potential problems and mitigative measures.

4.2.13 Packaging, Transport, and Disposal of Non-Hazardous Waste:

- Provide details regarding how the various non-hazardous waste materials will be containerized.
- Provide details on the containers that will be used to transport the non-hazardous waste from each site to the disposal facility and how the Contractor will comply with all relevant environmental acts and regulations associated with the transportation of hazardous materials.
- If materials are to be managed on-site (incineration) provide details regarding how that process will be completed.
- Provide details on the transportation (sea and land) of the non-hazardous waste to the disposal facility including interim storage, if necessary.
- Include a letter from the proposed waste disposal facility confirming that they are licensed to accept the non-hazardous waste material.
- Identify potential problems and mitigative measures

Technical Proposal B

Project Understanding

(Min of 60 % score to pass)

Schedule:

- Provide a schedule of activities that illustrates the duration of each of the major tasks.
- Break each task down into sufficient sub tasks so that project progress can be easily monitored by the Departmental Representative.
- Identify the critical path of activities within the schedule and what "float" is included within the duration of the specified activities.
- Clearly indicate the sequence of work activities.
- Allocate time to perform Potential Additional Work (PAW) activities as per estimated hours under P1 and P2 and expected activities outlined in the tender documents.
- Provide written assurance that the proposed schedule will be adhered to and that time and associated operating expenses required to perform the Known contract Work and PAW work in addition to the proposed schedule is at contractor' cost.

4.3 Part “2” - Management and Organizational Bid

Your Management and Organizational Bid should include, but not necessarily be limited to, the following:

4.3.1 Company/Joint Venture/ Consortium Qualifications and Experience:

- Provide details of the qualifications of bidder' company/joint venture/consortium, and historical background information demonstrating experience specifically related to similar scope of work activities at remote northern locations.

4.3.2 Client References:

- Provide evidence of up to three (3) similar remediation projects successfully undertaken by the bidder which included key members of the proposed project team. A "similar project" for this evaluation is defined as a project completed at a remote northern location which consisted of similar work. The project team, their roles, the project objectives, scope of services, budget, completion date and deliverables were clearly identified. The bidder may provide project descriptions to add context to the client letter's provided as may be required.
- Provide client letters of reference for each of the projects identified that are signed and dated by the Bidder' client and, at a minimum, specifically address the following items:
 - 1. Extent to which bidder delivered services on time
 - 2. Extent to which bidder delivered services on budget
 - 3. Extent to which bidder met objectives of the project Points are awarded to bidder for degree of overall achievement in each of the 3 sub-categories, and are not awarded on a project-by-project basis.

4.3.3 Qualifications of Key Individuals:

- Provide resumes (up to 2 pages in length) for the following positions. Resumes included experience on similar projects, experience working in remote northern environments and experience in the proposed project role.

4.3.4 A. Project Manager

- Demonstrate experience managing remediation projects similar in scale and scope to the proposed project. -Experience included financial and schedule control and liaison with client.

4.3.5 Project Manager Back Up

- Demonstrate experience managing remediation projects similar in scale and scope to the proposed project. -Experience included financial and schedule control, liaison with client.

4.3.6 B. Site Superintendent

- Demonstrate experience managing personnel in a remote camp setting. -Experience included site superintendent experience on remediation projects similar in scope to the proposed project.

4.3.7 Site Superintendant Cross-shift

- Demonstrate experience managing personnel in a remote camp setting. -Experience included site superintendent experience on remediation projects similar in scope to the proposed project.

4.3.8 C. Off-site Health & Safety Coordinator

- Demonstrate experience working in remote areas on remediation projects similar in scope to the proposed project. -Experienced in developing and implementing site specific health and safety programs for remediation sites

4.3.9 On-site Health & Safety Coordinator

- Demonstrate experience working in remote areas on remediation projects similar in scope to the proposed project. -Experienced in developing and implementing site specific health and safety programs for remediation sites

4.3.10 D. Hazardous Waste Specialist

- Demonstrate field experience on remediation projects similar in scope to the proposed project.
- Experience included the identification, sampling, characterization, containerization and transportation and disposal of hazardous materials.

4.3.11 Staffing Contingency Plan

- Demonstrate ability to properly staff the project and contingency plans to cover off key team members.

4.3.12 Organization Chart

- Submit a detailed Organization Chart of the Project Team showing AANDC, PWGSC, Departmental Representative, Contractor's Staff, Sub-Contractors.
- Include all of the resource elements including Contractor personnel and subcontractors.
- Identify who will be responsible for overall control and for the provisions for controlling costs and conformance to the Statement of Work. Clearly identify lines of communication for all parties.

4.3.13 Anticipated Milestones (estimated)

Solicitation Date, GETS Posting	January, 2013
Bid Closing Date	March, 2013
Evaluation and Selection of Proposed Contractor	March, 2013
Estimated Contract Award	April, 2013
Mobilization to Site	Summer 2013
Construction and remediation schedule	Summer 2013 and 2014
Demobilization	Fall 2014
Substantial Contract Completion	Fall 2014
Final reports and deliverables	March 31, 2015

4.4 Part "3" - Aboriginal Opportunities Consideration

The requirement is subject to the requirements of the Nunavut, Comprehensive Land Claim Agreement (CLCA). Bidders will be requested to maximize involvement of local Inuit groups within the CLCA, and surrounding communities. Article 24 of the Inuit of Nunavut CLCA applies.

- 4.4.1 Have head offices, staffed administrative offices or other facilities of a permanent character nature in the Nunavut Settlement Area.
- 4.4.2 Demonstrate commitment to on-the-job training or skills development, training and apprenticeship programs for the Inuit staff involved in this project.
- 4.4.3 Provide Inuit Recruitment Programs Include a guarantee to employ Nunavut Land Claims Agreement (NLCA) Beneficiaries in carrying out the work. Provide a target percentage of Inuit Employment for on-site labour. The percentages identified below relate specifically to on-site labor hours regardless whether they are Prime Contractor' staff or subcontractor' staff.
- 4.4.4 Provide a target percentage of Inuit Business content. Include a firm guarantee to use Inuit sub-contractors for services or the procurement of supplies and equipment associated with the project. Ranges are based on expenditures for equipment, supplies and /or services using companies on the Inuit Firm Registry (<http://inuitfirm.tunngavik.com/>) that is maintained by Nunavut Tunngavik, Inc., not the number of businesses used. Note: if the Prime Contractor is an Inuit firm, the total dollar value of Inuit contracting shall also include the contractor' share of the remediation contract.

4.4.5 Certifications

4.4.5.1 Bidders must provide a certification as per Sections 1.1.1 - Guarantee of Inuit Employee Content and Section 1.1.2 - Guarantee of Inuit Content for Contracting in Annex "H".

4.5 Part "4" - Financial Bid

4.5.1 Your Bid

4.5.1.1 Your price bid as per Annex F should be submitted in a separate envelope and be clearly marked as "Financial Bid". No mention of any financial consideration shall be included in your overview summary or the Technical, Management and Inuit sections of your bid. It should include a detailed breakdown of the total quoted price and must be submitted in accordance with the Proposed Basis of Pricing, **Annex "F"**, attached.

4.5.2 Prices

4.5.2.1 All prices must be quoted in Canadian funds FOB Sturt Point, Nunavut. All items discussed in the bid are assumed to be included in the quoted firm unit or lot prices or the appropriate percentage markups.

4.5.3 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

4.5.4 Detailed Breakdown

4.5.4.1 Bidders are to provide a detailed breakdown as part of their financial submission that identifies the estimated costs that will be incurred for the procurement of supplies, equipment and services with Inuit Sub-contractors and businesses associated with the project (based on expenditures for equipment, supplies and/or services with Inuit businesses as a percentage of the total estimated cost for equipment and supplies - see **Basis of Pricing - Annex "F"**). The expenditures identified herein is your identified % of estimated cost for the remediation contract in Section 1.1.4 of **Annex "H"**.

4.5.5 Customs Duties

4.5.5.1 It is your responsibility to ascertain which items in the cost bid may be subject to customs duties. These charges must be included and identified in the cost estimates where applicable. State whether customs duty is included, not applicable, etc.

5.0 Evaluation Criteria / Selection Method

5.1 Evaluation

5.1.1.1 Bids will be assessed based on the information you have been asked to provide, in accordance with the Mandatory & Point Rated Requirements set out in **Annex "I"**.

5.2 Contractor Selection

5.2.1.1 Contractor selection will be based on the method specified in **Annex "I"**, attached.

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Section 2: Resulting Contract

1.0 Instructions and Conditions

1.1 Standard Acquisition Clauses and Conditions Manual

1.1.1 All clauses and conditions identified in the Contract by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

1.1.2 The Manual is available on the PWGSC Website: <http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>.

1.2 Terms and Conditions of the Contract

1.2.1 Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16, the clauses and conditions identified in the contract by title, number and date, and the Conditions set out in Part B of the 2003 (2012-11-19) *Standard Instructions - Goods or Services - Competitive Requirements* are incorporated by reference into and form part of this Contract as though expressly set out in the contract.

1.3 Contract Cost Principles (1031-2, 2008-05-12)

2.0 Requirement

2.1 Summary

The Contractor must perform the Work in accordance with the Specifications at **Annex "C"** and the Technical and Management and Organizational portions of the Contractor's bid entitled (TBD), dated (TBD).

CAM-A, Sturt Point is a former Intermediate Distant Early Warning (DEW) Line radar station constructed in 1957 by the United States Air Force (USAF) and was subsequently abandoned in 1963. Responsibility for the site was assumed by the Department of Indian Affairs and Northern Development (DIAND) in 1965. The site is located on the southern coast of Victoria Island, overlooking the Queen Maud Gulf, at 68°47' 103°20'

The nearest community to CAM-A is Cambridge Bay located approximately 80 km to west. CAM-A is also located approximately 25 km southeast of CAM-A3A which was constructed as a Short Range Radar facility (SSR) during the modernization of the DEW Line in the late 1980' and early 1990'

The CAM-A Intermediate DEW Line site included station area facilities, consisting of a module train, warehouse, garage, a POL storage facility and a radar tower. Access to the site is provided by a 1200 m long airstrip, located north of the station facilities and beach landing areas located to the south of the station facilities. A Fresh Water Lake is located approximately 600 m northwest of the airstrip. Gravel roads were built linking the airstrip, Beach Area and Fresh Water Lake to the Station Area facilities.

Infrastructure remaining on site includes the powerhouse module of the building train, a felled Doppler communication tower and foundations from the garage, warehouse and two Petroleum, Oil, and Lubricants (POL) storage and distribution facilities.

R1 Specifications

- 1.1** The Contractor shall perform the Work as outlined in the Specifications attached hereto as **Annex "C"**, and in accordance with the technical and management portions of the Contractor's bid, forming part of this Contract.

R2 Period of Contract

- 2.1** The period of the contract will be from date of award (estimated April 2013) to March 31, 2015. The Work is to be performed during the period of (estimated April 2013) to Fall of 2014 and all deliverables must be received on or before March 31, 2015.

- R3 Priority of Documents** - Supplementary Conditions, **Annex "A"**, attached, shall apply to the contract.

R4 Departmental Representative

- 4.1** The Departmental Representative for this Contract is:

Matthew McElwaine, P. Eng.
 Senior Environmental Engineer
 PWGSC - Northern Contaminated Sites
 5th Floor, 10025 Jasper Avenue
 Edm. AB. T5J 1S6
 Ph: (780) 497-3690 Fax: (780) 497-3842
 email: matthew.mcelwaine@pwgsc.gc.ca

- 4.2** The Departmental Representative is responsible for all matters concerning the technical content of the Work under this requirement. Any proposed changes to the scope of the Work are to be discussed with the Departmental Representative, but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority.

R5 Contracting Authority

- 5.1** The Contracting Authority for this Contract is:

Brad McFadden
 Supply Specialist
 Acquisitions & Contracting Services, Western Region
 Northern Contaminated Sites Program
 Department of Public Works and Government Services
 Telus Plaza North, 5th Floor, 10025 Jasper Avenue
 Edmonton, AB T5J 1S6
 TEL NO: (780) 497-3636;
 E-mail: brad.mcfadden@pwgsc.gc.ca

- 5.2** The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

R6 Health and Safety

6.1 The Health and Safety provisions, **Annex “D”**, attached, shall apply to the contract.

R7 Supplementary Conditions

7.1 The Supplementary Conditions, **Annex “A”**, attached, shall apply to the contract.

R8 General Conditions

8.1 The General Conditions, **Annex “B”**, attached in reference only, shall apply to the contract.

R9 Terms of Payment

9.1 The Terms of Payment, **Annex “G”**, attached, shall apply to the contract.

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ncs006

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File No. - N° du dossier

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Annex "A"

Supplementary Conditions

Supplementary Conditions

Changes To Contract Documents

SC01 DELETE paragraph 1) of GC 1.2.2 Order of Precedence and replace with the following:

In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (a) The front page and these articles of agreement,
- (b) Supplementary Conditions, **Annex "A"**,
- (b) General Conditions, **Annex "B"**,
- (c) Specifications, **Annex "C"**,
- (d) Health and Safety provisions, **Annex "D"**,
- (e) Insurance and Insurer's Certificate of Insurance, **Annex "E"**,
- (f) Basis of Payment, **Annex "F"**,
- (g) Terms of Payment, **Annex "G"**,
- (h) Certifications and Required Documentation, **Annex "H"**,
- (i) The Technical, Management and Organizational and the Aboriginal Opportunities Consideration portions of the Contractor's bid dated _____.

SC02 GC1.8 (2012-11-19) Laws, Permits and Taxes DELETE - not used this requirement.

SC03 GC2.6 Superintendent (2012-07-16) DELETE and replace with the following:

GC2.6 Contractor's Manager, Superintendent/ Supervisor

- 1)** The contractor shall, forthwith upon the award of the contract, designate a Manager, and a Superintendent/Supervisor.
- 2)** The contractor shall forthwith notify the Departmental Representative of the names, addresses and telephone numbers of the persons designated pursuant to GC2.6.
- 3)** Either the Manager or in his/her absence the Superintendent/Supervisor designated pursuant to GC2.6 shall be in full charge of the operations of the contractor in the performance of the work at all times and shall be authorized to accept any notice, consent, order, direction, decision or other communication on behalf of the contractor.
- 4)** The contractor shall, until the work has been completed, keep a competent Manager or Superintendent/Supervisor at the work site during working hours.
- 5)** The contractor shall not substitute a Manager or a Superintendent/Supervisor without the written consent of the Departmental Representative.

-
- SC04** GC5 Terms of Payment R2850D (2010-10-11), will not be used for this requirement with the exception of GC5.8. With the exception of GC5.8, GC5 Terms of Payment is replaced with the Terms of Payment set out in **ANNEX "G"**.
- SC05** GC6.4 Determination of Price (2012-07-16) - not used for this requirement.
- SC06** GC9 Contract Security R2890D (2012-07-16) - not used this requirement.
- SC07** GC10 Insurance R2900D (2008-05-12) - not used this requirement.
Insurance Terms R2910D (2008-12-12) - not used this requirement.
- SC08** Refer to Insurance terms and conditions as set out in **Annex " E"**.

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Annex "B"

General Conditions

General Conditions

Note: Changes have been made to the General Conditions. Please refer to **Annex "A"**, SUPPLEMENTARY CONDITIONS for the changes to the contract documents.

GC1	General Provisions	R2810D (2012-11-19)
GC2	Administration of the Contract	R2820D (2012-07-16)
GC3	Execution and Control of the Work	R2830D (2010-01-11)
GC4	Protective Measures	R2840D (2008-05-12)
GC5.8	Claims and Obligations	R2850D (2010-01-11)
GC6	Delays and Changes in the Work	R2860D (2012-07-16)
GC7	Default, Suspension or Termination of Contract	R2870D (2008-05-12)
GC8	Dispute Resolution	R2882D (2012-07-16)
GC9	Fair Wages and Hours of Labour - Labour Conditions	R2940D (2012-07-16)

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Annex "C"

Specifications

(Attached as a Separate Electronic Document)

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Annex "D"

Health and Safety

1. Principal Contractor
2. Permits, Notifications
3. Site Specific Safety Plan
4. First Aid
5. Advance Notification Procedures
6. Owner Information
7. Hazardous Regulated Activities
8. Distribution
9. Labour Authority Contacts

Health and Safety

1. Principal Contractor

1.1 The Contractor shall, for the purposes of the Northwest Territories/Nunavut Safety Act and Regulations, and for the duration of the Work of the Contract:

1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;

1.1.2 assume the role of Contractor/Principal Contractor/Constructor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and

1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to the Departmental Representative's order to:

1.1.3.1 assume, as the Contractor/Principal Contractor/Constructor, the responsibility for the Departmental Representative's other Contractor(s); or

1.1.3.2 accept that the Departmental Representative's other Contractor is Contractor/Principal Contractor/Constructor and conform to that Contractor's Site Specific Health and Safety Plan.

2. Permits, Notifications

2.1 The Contractor shall provide to the Departmental Representative:

2.1.1 prior to any pre-construction meeting, a transmittal and copy of the Advance Notification of Project form, contained herein, as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work, copies of all other necessary permits, notifications and related documents as called for in the specifications and/or the AHJ.

3. Site Specific Safety Plan

- 3.1** The Contractor shall provide to the Departmental Representative, prior to commencement of work and without limiting the terms of General Conditions GC1 a Site Specific Safety Plan detailing the specific safety programs related to the general work required and any regulated hazardous activities. The plan must comply with the NU Safety Act contract specifications where so noted. Where there is any conflict between the two, the NU Safety Act shall prevail. This plan must include, but shall not be limited to, programs covering all aspects of mine safety:

1. Site Security and Public Safety;
2. Asbestos Working Procedures;
3. Working Procedures for, Petroleum Hydrocarbons, Asbestos and other hazardous materials as required;
4. Decontamination Procedures & containment;
5. Medical Surveillance and Health Monitoring of Employees;
6. Respiratory Protection;
7. Confined Space Entry;
8. OSH Committees;
9. Supervision and Training;
10. Certification of Qualified Persons;
11. Emergency Procedures and Fire Safety;
12. First Aid;
13. Electrical;
14. Working Alone;
15. Accident/Incident Investigation and Reporting;
16. Hazardous Materials;
17. Environmental Emergency/Spill Response Plan; and
18. Wildlife Safety

4. First Aid

- 4.1** Notwithstanding the above, as a minimum the Contractor must be able to provide at least one Emergency Medical Technician (EMT) defined in the specifications as; comes with 1000 hours of classroom and practical training, and six (6) weeks of practical experience with required number of emergency response calls. The EMT will be territorially certified by a required exam and refresher exams every 2 years. An EMT is a highly trained medical professional who responds to medical and trauma emergencies in the pre-hospital setting ("infield") for the purpose of stabilizing a patients condition before and during transportation to an appropriate medical facility.
- 4.2** The Contractor is required to maintain the training and certification of First Aid in accordance with the Northwest Territories/Nunavut Safety Act, and subsequent regulations, for the duration of the work of the contract.

5. Advance Notification Of Project**To Provincial/Territorial Labour Authority:**

This Advance Notification is to advise you that we, the listed contractor, will be undertaking a Federal Project within your jurisdiction for which we are designated the Prime/Principal/General Contractor or Constructor and that we will be the party responsible for the overall co-ordination of safety on the site.

A Phase 1 Start-up Meeting for this project will be held at (Location)_____ on _____(Date)_____ at (Time)_____. An invitation for a representative of the provincial/territorial authority to attend this meeting is extended. The Site Specific Safety Plan will be reviewed at this meeting. Should you wish to attend please contact the name listed below.

Date:_____ FileNumber:_____

Contract Amount: _____ Project Number:_____

Business/Legal Name of Employer/Prime Contractor (AB)(BC); Employer/Contractor (SK); Employer/Principal Contractor (MB)(QC)(NF&Labrador)(NWT & Nunavut); Employer/Constructor (ON)(NS)(NB)(PE)(YT)

Mailing Address:_____

Telephone: _____ Fax Number:_____

Contractor Name:_____

Project Details

Location of Project:_____

Nature of Work/Process Undertaken:_____

Name of Site Superintendent:_____

Contact Number for Superintendent:_____

Estimated Start Date of Project:_____

Estimated Project Duration:_____

Number of Workers to be Employed:_____

List Of Sub-Contractors To Be Employed (Use additional space if required)

Company Name Business Address/Location

6. Owner InformationProject Owner: Public Works & Government Services Canada

Owner's representative: _____

Owner Representative Contact Number: _____

7. Hazardous Regulated Activities

This is a notification to the Provincial/Territorial Labour Authority of the Hazardous Regulated Activities that are to be undertaken during project by the Prime/Principal Contractor or Constructor or any sub-contractors. This list may not be all inclusive and may be amended from time to time.

Note to Prime/Principal Contractor or Constructor:

Any Hazardous Regulated Activities which are listed must also have elements included in the Site Specific Safety Plan listing safe working procedures for those activities.

Check Box for activities to be undertaken and provide estimated duration of activities in hours/days.

Check	Activity	Estimated Duration
	Working in or with Trenching/Excavation/Tunnels	
	Use of Scaffolding/Swing Stages	
	Working from Heights requiring fall protection systems	
	Crane Operations	
	Work in Confined Spaces	
	Blasting and/or use of explosives	
	Use and or exposure to high voltage electrical	
	Hot Work	
	Demolition	
	Use of Heavy Equipment which may/may not require traffic control	
	Working on or near water	
	Working with hazardous substances/regulated products	
	Working with radiation emitting devices	
	Working with or exposure to Asbestos, PCB's or Lead	

Please list any other hazardous regulated activities, which are not listed, below:

8. Distribution

The Prime/Principal Contractor or Constructor is responsible to ensure proper distribution of the above form and must provide proof that the form was sent to the Labour Authority. Work activities cannot commence until such proof has been provided. Proof can be by registered mail receipt, or by providing a copy of a fax transmittal notice, or any other means providing indication that the Labour Authority has received this document:

Original: to applicable provincial/territorial labour authority
Copies to: PWGSC Project Officer

A copy of this form is to be posted at the project site prior to the commencement of work.

Note: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

9. Labour Authority Contacts

The contact below represents the Labour Authority in the jurisdiction of the NWT/NU. He/She is not a representative of the Workers Compensation. In NWT/NU, the WCB has separate divisions for each.

Do not contact the person referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

**Workers' Compensation Board
Northwest Territories and Nunavut
Prevention Services
Box 8888
Yellowknife, NT, X1A 2R3
Attention: Chief Industrial Safety Officer
Telephone: (867) 669-4418
Facsimile: (867) 873-0262**

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Annex “E”

Insurance Conditions and Insurer's Certificate of Insurance

1. Insurance Conditions

1.1 Payment of Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Contractor.

1.2 Representation and Warranty

The Contractor has represented that it has in place and effect the appropriate liability insurance coverage as required by these Insurance Conditions and the Contractor has verified and warrants that it shall obtain, in a timely manner and prior to commencement of the Work, the appropriate property insurance coverage as required by these Insurance Conditions and, further, that it shall maintain all required insurance policies in place and effect as required by these Insurance Conditions.

1.3 Period of Insurance

Unless otherwise directed in writing by the Contracting Officer or otherwise stipulated elsewhere in these Insurance Conditions, the policies required hereunder shall be in force and be maintained from the date of contract award until the day of issue of the Departmental Representative's Final Certificate of Completion.

1.4 Insurance Requirements

1.4.1 The Contractor must comply with the insurance requirements specified in **Annex "E"**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

1.4.2 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.

1.4.3 The Contractor must forward to the Contracting Authority within thirty (30) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies. Access to the work site will not be granted to the Contractor until the Certificate of Insurance is received by the Contracting Authority as specified herein.

1.5 Certificate of Insurance

1.5.1 The Certificate of Insurance is enclosed herein as per 1.9.

1.5.2 The Certificate of Insurance shall be forwarded as specified in **1.4.3**.

1.6 Commercial General Liability Insurance (G2001C 2008-05-12)

1.6.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000.00.

1.6.2 The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

(o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

(q) Sudden and Accidental Pollution Liability (minimum 120 hours):To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
 Director Business Law Directorate,
 Quebec Regional Office (Ottawa),
 Department of Justice,
 284 Wellington Street, Room SAT-6042,
 Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
 Senior General Counsel,
 Civil Litigation Section,
 Department of Justice
 234 Wellington Street, East Tower
 Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

1.7 Automobile Liability Insurance (G2020C, 2008-05-12)

1.7.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

1.7.2 The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
- (e) OPCF/QEF/SEF #4a - Permission to Carry Explosives

1.8 Environmental Impairment Liability Insurance (G2040C, 2008-05-12)

1.8.1 The Contractor must obtain Pollution Legal Liability - Fixed Site Coverage and Storage Tank Third Party Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.

1.8.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

1.8.3 The Pollution Legal Liability - Fixed Site Coverage and Storage Tank Third Party Liability insurance policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (b) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

-
- (e) **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
- (f) **Storage Tank Third-Party Liability:** The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- (g) **Litigation Rights:** Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice,
234 Wellington Street, East Tower
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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1.9 Insurer's Certificate of Insurance

(To be completed by Insurer (not broker) and delivered to Public Works and Government Services Canada as specified in 1.4.3)

CONTRACT

Description of Work:

Contract No.:

Award Date:

Location:

INSURER

Name _____

Address _____

BROKER

Name _____

Address _____

INSURED

Name of Contractor _____

Address _____

ADDITIONAL INSURED

Canada as represented by the Minister of Public
Works and Government Services

PWGSC Western Region

Telus Plaza North, 5th Floor

10025 Jasper Avenue

Edmonton, Alberta T5J 1S6

This document certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named insured and Public Works and Government Services Canada:

POLICY

Type of	Number	Inception Date	Expiry Date	Limits of Liability	Deductible
---------	--------	-------------------	----------------	------------------------	------------

Commercial General Liability (includes a additional insured requirement):

Automobile Liability Insurance (excludes an additional insured requirement):

Environmental Impairment Liability Insurance (includes a additional insured requirement):

Other (if required):

Each of these policies includes coverages/provisions as specified in the Insurance Coverage Requirements in this document which form part of this contract and each policy has been endorsed to cover Canada as an Additional Insured (excluding Automobile Liability Insurance). The Insurer agrees to notify Canada and the Insured in writing 30 days prior to any material change in, or cancellation of any policy or coverage.

Name of Insurer's Officer
or Authorized Employee

Telephone Number

Signature

Date

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT OR RESTRICT THE RIGHT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TO REQUEST AT ANY TIME DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.

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Annex "F"

Proposed Basis of Pricing (Will Form Basis of Payment In Contract)

&

Potential Additional Work

- | | | |
|-----------|-----------------------------|---|
| 1) | Section 1 & 2 - | Basis of Payment |
| 2) | Section 1 & 2a - | BOPC-1 Cost Breakdown |
| 3) | Section 3 - | Potential Additional Work (P.A.W.) |
| 4) | Section 4 - | Estimated Cost Breakdown for Supplies, Equipment and Services
Procured From Inuit Subcontractors |

Proposed Basis of Pricing - Known Work (Will form the Basis of Payment)

Section 1 - Firm Unit/Lump Sum Prices - Based on Estimated Quantities

Sturt Point, Nunavut.

(Estimated April 2013 to December 31, 2014

and all deliverables must be received on or before March 31, 2015.)

The bidder shall enter pricing for each item in the tables below. If an item is to be provided at no cost, enter zero. If any item is left blank, it will be assumed that the item will be provided at no cost, and all pricing extensions will be calculated accordingly, and where applicable the bidder will be held to the resulting total price. In extreme cases of omission, and at the discretion of the Contracting Authority, the bidder may be given the opportunity to withdraw its bid from this competition.

1.0 FIRM UNIT/LUMP SUM PRICES: DURATION OF CONTRACT

1.1 The Contractor will be paid a separate firm unit or lump sum price, **including profit**, for the items identified herein, FOB the Sturt Point Site, Nunavut., Custom duty included where applicable, Goods and Services Tax (GST) extra, as appropriate for the duration of the Contract Period.

1.2 If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115% of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with

1.2.1 detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and

1.2.2 the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115% of the tendered quantity.

1.3 If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85% of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if

1.3.1 there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and

1.3.2 the difference in unit cost is due solely to the decrease in quantity and not to any other cause.

1.3.3 the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and

1.3.4 in no event shall the total price for an item that has been amended as a result of a reduction in quantity exceed the amount that would have been payable to the Contractor had 85% of the tendered quantity actually been performed or supplied.

Proposed Basis of Pricing - Known Work (Will form the Basis of Payment)
Section 1 - Firm Unit/Lump Sum Prices - Based on Estimated Quantities
For Duration of contract - Sturt Point (CAM - A), Nunavut.

Item #	Description	Unit	Quantity	Unit Price	Total
BOPC-1	Balance of Project Costs including but not limited to: - Any variable Indirect costs for Overhead and Admin., - Profit - Costs for Expeditors, - CGL Insurance, - All Risk Insurance, - WCB costs, - Business Expenses, - Contractor's portion of Training Expenses, - EMT, - Ancillary Equipment, - Service Vehicles, - Supervision, - Equipment repairs and parts supply & transport.	lump sum	1		\$
01 11 00-1	Worker Orientation Seminar	lump sum	1		\$
01 29 83-1	Packaging, Handling and Transport of Departmental Representative's Samples to Analytical Laboratory Depot in Edmonton or Yellowknife	kg	200	\$	\$
01 29 83-2	Contractor's Testing Requirements including Sampling, Transportation and Analysis at an Accredited Laboratory	lump sum	1		\$
01 31 19-1	Pre-Construction Meeting at location of Contractor's choice	lump sum	1		\$
01 31 19-2	Pre-Mobilization Site Visit	lump sum	1		\$
01 31 19-3	Inter-Season Meeting(s) at Location of Contractor's Choice	lump sum	1		\$
01 31 19-4	Post-Construction Meeting in Edmonton, Alberta	lump sum	1		\$
01 31 19-5	Community Meetings - Cambridge Bay, Nunavut	each	2	\$	\$
01 33 00-1	Project Photographs	lump sum	1		\$
01 35 32-1	Site-Specific Health and Safety Plan	lump sum	1		\$
01 35 32-2	Wildlife Monitors, including ATVs	days	100	\$	\$
01 35 43-1	Environmental Protection Supplies	lump sum	1		\$
01 53 00-1	Mobilization	lump sum	1		\$

01 53 00-2	Demobilization	lump sum	1		\$
01 54 00-1	Camp Supply and Start Up	lump sum	1		\$
01 54 00-2	Operation and Maintenance of Camp Services	week	15	\$	\$
01 54 00-3	Departmental Representative and Authorized Personnel Room and Board	person-day	250	\$	\$
01 54 00-4	Casual Meals - Departmental Representative' Authorized Personnel	each	10	\$	\$
01 54 00-5	Return Transportation - Cambridge Bay to CAM-A, Sturt Point	person-return trip	30	\$	\$
01 54 00-6	Departmental Representative's Communication Links	lump sum	1		\$
01 71 01-1	Survey	lump sum	1		\$
01 78 00-1	Project Record Documents	lump sum	1		\$
02 41 16-1	Demolition and Packaging/Containerization: Communication Tower	lump sum	1		\$
02 41 16-2	Demolition and Packaging/Containerization: Power Module	lump sum	1		\$
02 41 16-3	Demolition and Packaging/Containerization: Module Train Foundation	lump sum	1		\$
02 41 16-4	Demolition and Packaging/Containerization: Garage Foundation	lump sum	1		\$
02 41 16-5	Demolition and Packaging/Containerization: Warehouse Foundation	lump sum	1		\$
02 41 16-6	Demolition and Packaging/Containerization: Station POL Foundation	lump sum	1		\$
02 41 16-7	Demolition and Packaging/Containerization: Beach POL Foundation	lump sum	1		\$
02 41 16-8	Demolition and Packaging/Containerization: Culverts	lump sum	1		\$
02 41 16-9	Demolition and Packaging/Containerization: POL Line, Sewage Outfall Pipe, Utility Lines, Pipe	lump sum	1		\$
02 41 16-10	Supply of Non-Hazardous Waste Packaging Materials/Containers	lump sum	1		\$
02 41 16-11	Disposal of Non-Hazardous Waste (Demolition, Debris Removal and Contaminated Soil)	provisional cost sum	\$ 50,000.00		\$50,000.00

02 41 23-1	Debris Collection and Packaging/Containerization	lump sum	1		\$
02 55 13-1	Supply of Contaminated Soil Containers including leakproof liner, for the off-site transport of all Contaminated Soils	cubic metre	120	\$	\$
02 55 13-2	Tier I and Type A PHC Contaminated Soil Excavation and Containerization	cubic metre	30	\$	\$
02 55 13-3	Type B PHC Contaminated Soil Excavation	cubic metre	430	\$	\$
02 55 13-4	Tier II Contaminated Soil Excavation and Containerization	cubic metre	70	\$	\$
02 61 00-1	Treatment of Type B Hydrocarbon Contaminated Soil	cubic metre	430	\$	\$
02 61 33-1	Supply of Hazardous Waste Containers	cubic metre	14	\$	\$
02 61 33-2	Off-site Transport of Hazardous Waste to the Contractor's Designated Hazardous Waste Disposal Facility	lump sum	1		\$
02 61 33-3	Off-site Disposal of Hazardous Waste at the Contractor's Designated Hazardous Waste Disposal Facility	provisional cost sum	\$130,000.00		\$130,000.00
31 22 15-1	Reshaping	square metre	10,000	\$	\$
31 22 15-2	Type 2 Granular Fill	cubic metre	6,100	\$	\$
31 22 15-3	Access Road Upgrading and Maintenance	lump sum	1		\$
	Sub-Total Estimated Price				\$
	G.S.T. (5%)				\$
	Total Estimated Price				\$

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Proposed Basis of Pricing - Section 1a - BOPC-1 Cost Breakdown

(Estimated April 2013 to December 31, 2014 and all deliverables must be received on or before March 31, 2015)

This form is intended to provide the Contracting Authority with a breakdown of the costs included in the BOPC-1. It will assist in determining if the cost represents value for money and are considered "fair and reasonable". The cost break down provided herein should equal the total provided in the **BOPC-1 in Section 1** of the proposed Basis of Payment.

Spec Section #	Provision of Item Breakdown(s) This form is intended to provide the Contracting Authority with a breakdown of the costs included in the BOPC. It will assist in determining if the cost represents value for money and are considered "fair and reasonable". Note: Refer to 1031-2 article 07 for Non Applicable Costs. Further breakdown may be requested where applicable.	Amount
01 11 00-1	i.e.: Profit General & Admin Overhead CGL insurance WCB Contractor's portion of Training Program Miscellaneous	\$ \$ \$ \$ \$ \$
01 29 83		\$
01 31 19		\$
01 32 18		\$
01 33 00		\$
01 35 15		\$
01 35 32		\$
01 35 43		\$
01 41 00		\$
01 45 00		\$
01 51 00		\$
01 52 00		\$
01 53 00		\$
01 54 00		\$
01 61 00		\$
01 71 01		\$
01 77 00		\$
01 78 00		\$
02 41 16		\$
02 41 23		\$
02 51 00		\$
02 55 13		\$
02 61 33		\$
02 82 00		\$
31 05 17		\$
31 22 15		\$
31 23 11		\$
	Total for BOPC Breakdown. This dollar amount should be equal to that of which is provided in the Basis of Pricing BOPC-1.	\$

Proposed Basis of Pricing (Will form the Basis of Payment)
Section 2 - Potential Additional Work (P.A.W.)
(Work That Cannot Be Quantified Before Bid Closing or Before Contract Award)
Firm Unit/Lump Sum Prices - Labour Rates are Firm Until December 31, 2014
Subsequent Years to December 2014 are Subject to CPI Provisions

- 2.0** The bidder shall enter pricing for each item in the tables below. If an item is to be provided at no cost, enter zero. If any item is left blank, it will be assumed that the item will be provided at no cost, and all pricing extensions will be calculated accordingly, and where applicable the bidder will be held to the resulting total price. In extreme cases of omission, and at the discretion of the Contracting Authority, the bidder may be given the opportunity to withdraw its bid from this competition.

Potential Additional Work (P.A.W.) is work that cannot be quantified before bid closing or before contract award. Should work under this section become known during the period of the contract, it may be authorized by a Task Authorization. The Task Authorization is subject to negotiation and approval by the PWGSC Departmental Representative based on the unit price table. The Terms of Payment as identified in **Annex "G"** do not apply to the Potential Additional Work Section herein. The only mechanism for payment is the Task Authorization form as enclosed herein following these instructions. The amount to be claimed for payment will be indicated on the monthly invoice supported by the Task Authorization form.

2.1 Labour For Miscellaneous Tasks:

The Contractor will be paid the actual hours worked/operated, as approved by the Departmental Representative, at the firm hourly and/or unit rates including overhead and profit, detailed in the Unit Price Table, FOB the Sturt point Site, Nunavut, GST extra.

2.2 Material, Supplies, Charters & Rentals:

For the provision of authorized additional Operation and maintenance of camp, emergency flights, materials, supplies, supplies and services or miscellaneous equipment rentals utilized under this section, the Contractor will be paid the cost reasonably and properly incurred, Sturt point site, Customs Duty included where applicable, GST extra or HST extra, as appropriate. Any item or material purchase in excess of \$10,000.00 requires pre-approval of the Departmental Representative. The estimated expenditures is limited at **\$75,000.00** for item **P3, 35** plus a fixed percentage fee for Mark-up of Overhead and Profit, for the period of the contract.

2.3 Authorization Of Work & Services:

The estimated usage for these items cannot be quantified within the specifications or at contract award. The variable effort items will be subject to negotiation and approval by the PWGSC Departmental Representative for Task Work Authorizations < \$100,000.00. The Contractor will prepare and submit a monthly reports to the Project Authority for review and concurrence of the utilization for confirmation and accuracy that will be agreed to by all parties (Contractor/Departmental Representative/Contracting Authority). **All Task Work Authorizations in excess of \$100,000.00 will be authorized by the Contracting Authority** and recorded on the quarterly report kept on the contract file. The Unit Price Table will be used for labour rates, supplies, material purchases and equipment rentals. Payment will be made monthly for work accepted by Departmental Representative, subject to the 10% holdback. All cost reimbursable items may be subject to an annual verification by Canada, the holdback will be released subject to the findings of the verification. A finalization amendment will be made after the final verification to reconcile and finalize the total contract price. The Task Authorization (T.A.) form to be used is enclosed on the following page. The Departmental Representative will be responsible for its completion.

2.4 Estimated Quantities:

The quantities identified in the Unit Price Table are estimated only and are an approximation of the overall potential additional requirements, over the contract period, given in good faith. These estimates will be used for evaluation purposes and are not to be adjusted. Any adjustments will be corrected to the originally estimated amount. The potential additional goods or services identified in the Table shall not constitute an agreement by Canada or the Departmental Representative to order any or all of the said goods or services. Canada's liability shall be limited to that which is actually ordered and accepted by the Departmental Representative. Canada reserves the right to procure the specified goods or services from other sources by means of contracts, standing offers, or by other contracting methods available to the Departmental Representative.

2.5 Annual Economic Adjustments:

2.5.1 Labour and Equipment rates contained in the P.A.W. are firm to December 31, 2014, thereafter, Labour and Equipment Rates quoted in the P.A.W. may be increased or decreased annually if more than one field season is required, based on a twelve month average as per the Statistics Canada Consumer Price Index (CPI), by Nunavut, for Iqaluit. The CPI may be viewed at the following Statistics Canada Website location:

<http://www.statcan.gc.ca/pub/62-001-x/2011007/t043-eng.htm>

2.5.2 To gain access to the CPI adjustment, the Contractor is required to submit a request in writing to the Contracting Authority, no later than February 1 of each calendar year, based on the rate for December of the previous calendar year. Authorization of the rate adjustments is subject to the approval of the Contracting Authority.

2.5.3 If the contractor fails to request a CPI adjustment by February 1 of each calendar year. Any adjustment requested at a later date will not be made retroactive but will commence at the date on which the adjustment was first requested.

2.5.4 Based on the accepted work schedule by Canada, should the completion of work be delayed other than for reasons authorized by Canada, Canada reserves the right to disallow a request for CPI adjustment.

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Project Title: Contract No. : Project No.: Basis of Payment: As per Annex F - Basis of Payment Method of Payment: As specified in Annex G - Terms of Payment, section TP4 -				Task Authorization No. _____ .	
				Task Authorization Revision No. _____.	
From: Attn: Tel: Fax:			Send Invoice to: PUBLIC WORKS & GOVERNMENT SERVICES CANADA Telus Plaza North 5th Floor, 10025 Jasper Avenue Edmonton, Alberta T5J 1S6		
Goods and Services Tax (GST) - See herein.			Note: Quote Contract Number and Project Number on your invoice.		
Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.					
Original Value		Increase or Decrease		Total Revised Value	
Item No.	TA Work Description	Unit Price	GST or HST(\$)	Extended Price(\$)	
1					
2					
3					
4					
	Work will be completed on or before :				
Authorization(s): By signing this TA, the authorized PWGSC Departmental Representative and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the Contract. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> _____ Authorized PWGSC Departmental Representative </div> <div style="width: 45%;"> _____ Date </div> </div> The PWGSC Departmental Representative limit is identified in the contract (< \$100,000.00). When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for Authorization. <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> _____ PWGSC Contracting Authority </div> <div style="width: 45%;"> _____ Date </div> </div>			<div style="margin-bottom: 20px;"> Total Price (before taxes) \$ _____ </div> <div style="margin-bottom: 20px;"> GST/HST Amount \$ _____ </div> <div> Total Extended Price \$ _____ </div>		

Section 2 - Potential Additional Work (P.A.W.)
(Work That Cannot Be Quantified Before Bid Closing or Before Contract Award)
(Will Form The Basis of Payment)

Firm Unit/Lump Sum Prices - Labour and Equipment Rates are Firm Until December 31, 2014
Subsequent Years to December 2014 are Subject to CPI Provisions
(Based on 10 hour work days, 7 days a week)

No.	Description	Unit	Quantity	Unit Price	Total
P1	Labour				
1	Superintendent	hours	300	\$	\$
2	Mechanic	hours	300	\$	\$
3	Labourer	hours	2,000	\$	\$
4	Foreman	hours	400	\$	\$
5	Journeyman	hours	500	\$	\$
6	Wildlife Monitors c/w ATV	hours	500	\$	\$
7	Site Clerk	hours	300	\$	\$
8	EMT	hours	300	\$	\$
9	Hazmat Specialist	hours	300	\$	\$
10	Health and Safety Specialist	hours	300	\$	\$
11	Surveyor	hours	200	\$	\$
	Additional Labour (will not be evaluated)				
12				\$	\$
13				\$	\$
14				\$	\$
15				\$	\$
P2	Equipment (c/w operator)				
16	All Terrain Vehicle c/w trailer	hours	300	\$	\$
17	Hydraulic Excavator	hours	300	\$	\$
18	Crawler Tractor Dozer	hours	300	\$	\$
19	Hydraulic Wheel Loader	hours	300	\$	\$
20	Articulated Truck	hours	500	\$	\$
21	Incinerator	hours	300	\$	\$
22	Vib. Compactor	hours	100	\$	\$

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23	Skid Steer Loader	hours	100	\$	\$
24	Mechanic's Service Truck	hours	100	\$	\$
26	Water Truck	hours	100	\$	\$
27	Barrel Compactor and Labour	hours	100	\$	\$
	Additional Equipment (will not be evaluated)				
30				\$	\$
31				\$	\$
32				\$	\$
33				\$	\$
34				\$	\$
P3	Materials				
35	Emergency Aircraft Flight, Materials, Supplies, etc.	provisional cost sum			\$ 75,000.00
		Profit at a firm Fixed Percentage of			%
		+			
		Total Profit			\$
		=			
		Total cost this item			\$

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Proposed Basis of Pricing - Summary of Estimated Prices	
Total - Estimated Price - BOP - Section 1 (GST Extra)	\$
Total - Estimated Price - BOP - Section - 2 P.A.W.(GST Extra)	\$
Sub-Total - Estimated Price - BOP - Section - 1 and 2 (GST Extra)	\$
GST Extra @ 5%	\$
Total Estimated Price - Sections 1, 2 (GST Included)	\$

Section 4 - Estimated Cost Breakdown

(For Supplies, Equipment and Services Procured From Inuit Subcontractors and Businesses From Within Nunavut Land Claims Agreement)

As Per Annex "F" Cost Bid & As Per Annex "H" - Certifications and Required Documentation

(This table will not be evaluated nor form part of the Basis of Payment)

Item	Description of Supplies	Name & Location of Inuit Sub-contractor/Business (If Available)	Estimated Cost \$
1			\$
2			\$
3			\$
4			\$
5			\$
	Sub-total of Est. Cost (GST Extra)		\$
Item	Description of Equipment	Name & Location of Inuit Sub-contractor/Business (If Available)	Estimated Cost \$
1			\$
2			\$
3			\$
4			\$
5			\$
	Sub-total of Est. Cost (GST Extra)		\$
Item	Description of Services	Name & Location of Inuit Sub-contractor/Business (If Available)	Estimated Cost \$
1			\$
2			\$
3			\$
4			\$
5			\$
	Subtotal of Est. Cost (GST Extra)		\$
A	Total Estimated Cost for Supplies, Equipment, and Services Procured from Inuit Sub-contractors/Businesses for this Project (GST Extra)		\$
B	Total Estimated Cost for this Project (GST Extra)		\$
C	Item A / Item B - this figure to be presented in Annex "H" - Certifications.		\$

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Annex “G”

Terms of Payment

Terms of Payment

TP1 Basis of Payment

- 1.1** The Contractor will be paid its costs reasonably and properly incurred in accordance with the firm unit/lump sum prices in the performance of the Work, as per **Annex "F"**, attached, and forming part of this Contract.

TP2 Expenditure, Limitation

- 2.1** Canada's total liability under this contract shall not exceed \$ __ (T.B.A.) __, Goods and Services Tax or Harmonized Sales Tax extra, as appropriate.
- 2.2** No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved, in writing, by the Contracting Authority, prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority.

TP3 Basis of Payment - Limitation of Expenditure - Task Authorizations (C0204C, 2011-05-16)

- 3.1** The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment, to the limitation of expenditure specified in the authorized TA.
- 3.2** No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

TP4 Method of Payment

- 4.1** Payments will be made, not more frequently than once per month, for the costs and charges incurred, less the holdback, in accordance with the Basis of Payment, **Annex "F"**, attached.
- 4.2** The Contractor shall maintain detailed accurate records broken down into section headers as per **Annex "F"**, attached. At the end of each month, the Contractor shall deliver the original and two (2) copies of the completed PWGSC - Claim for Payment, to the Departmental Representative, for payment processing.
- 4.2.1** Cost verification and audit, for any Potential Additional Work or Service in accordance with the contract requirements, may be performed by a Government Auditor. All backup documentation receipts, vouchers, time cards, etc. to support the claim, will remain with the contractor and must be retained for at least five (5) years upon contract expiry.

4.3 Each claim shall include:

4.3.1 a written monthly progress claim report that fully describes any part of the work that has been completed, and any material that was delivered to the work site but not incorporated into the work, during that payment period;

4.3.2 following completed reports (as per Specifications in **Annex "C"**);

Table 1: PWGSC AOC Monthly Labour Summary

Table 2: PWGSC AOC Monthly Sub-Contractor/Business Content Summary

Table 3: INAC Project Statistics

Table 4: DIAND Quarry Report

Table 5: DIAND Environmental Reporting

Table 6: DIAND Water Use Report

Table 7: DIAND Wastewater Discharge Report

Table 8: DIAND Wildlife Encounters Report

Table 9: DIAND Helicopter Activity Summary Report

4.3.3 the Contract Number and Financial Codes as given on Page 1 of the Contract;

4.3.4 the amount currently claimed, the total amount of the previous claims, and the cumulative total to date;

4.3.5 the holdback of ten (10) percent; except

4.3.5.1 The Crown will allow a one time firm lump sum payment for mobilization at start-up (not subject to CPI or holdback) and;

4.3.5.2 The Crown will allow a one time firm lump sum payment for demobilization at shutdown (not subject to CPI or holdback);

4.3.6 the Goods and Services Tax (GST) / Harmonized Sales Tax (HST) as a separate item; and the GST/HST registration number.

4.3.7 a statutory declaration containing a deposition by the Contractor that, up to the date of the Contractor's progress claim, the Contractor has complied with all its lawful obligations with respect to the Labour Conditions and that all lawful obligations of the Contractor to subcontractors and suppliers of material in respect of the work under the contract have been fully discharged.

4.4. The Departmental Representative shall, not later than fifteen (15) days after receipt of a progress claim, inspect the part of the work and the material described in the progress claim

4.5 **The holdback will be paid annually at the end of the field season and upon completion of the contract subject to:**

4.5.1 completion and acceptance of the Work;

-
- 4.5.2** the submission of all deliverable items, including government furnished equipment or purchased equipment, as applicable, to the Departmental Representative.
 - 4.5.3** the approval of the claim for holdback by the Crown.
 - 4.6** Payment by Canada to the Contractor for the Work shall be made:
 - 4.6.1** in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed Contractor's claim; or
 - 4.6.2** in the case of a final payment, within thirty (30) days following the date of receipt of a duly completed Contractor's claim, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
 - 4.6.3** if Canada has any objection to the form of the claim, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the claim" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subparagraphs 4.6.1 and 4.6.2 of this clause applying for the sole purpose of calculating interest on overdue accounts.

TP5 T1204 - Invoicing Instructions

- 5.1** Pursuant to paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985 c.1 (5th Sup.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 5.2** To enable departments and agencies to comply with this requirement, the Contractor must provide the following information with its first invoice:
 - 5.2.1** the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - 5.2.2** the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - 5.2.3** the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
 - 5.2.4** in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
- 5.3** If the information includes a SIN, the information should be provided in a separate envelope marked "PROTECTED" and attached to the invoice.

TP6 Delay in Making Payment

- 6.1** Notwithstanding GC6 any delay by Canada in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of the contract by Canada.

TP7 Interest on Overdue Accounts

- 7.1** For the purposes of this clause:

7.1.1 "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

7.1.2 "Average Bank Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 EST each day during the calendar month which immediately precedes the calendar month in which payment is made.

7.1.3 "date of payment means the date of the negotiable instrument of an amount due and payable by the Receiver General for Canada.

7.1.4 an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and

7.1.5 an amount is "overdue" when it remains unpaid after the day upon which it is due and payable.

- 7.2** Canada shall be liable to pay, to the Contractor, simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is Overdue. The interest shall apply from the date such amount becomes Overdue until the day prior to the Date of Payment inclusively.

- 7.3** Interest shall be paid to the Contractor without demand on Overdue payments, except, in respect to amounts which are less than fifteen (15) days Overdue, in which case, no interest shall be paid unless the Contractor so demands.

- 7.4** Canada shall not be liable to pay interest on Overdue advance payments or where Canada is not responsible for the delay in paying the Contractor.

TP8 Progress Report and Payment Thereunder not Binding on Canada

- 8.1** Progress payments shall be regarded as interim payments only and the Minister shall have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such progress payments or otherwise shall be refunded promptly to Canada.

- 8.2** Neither a progress report referred to in TP4.3.1 nor any payment made by Canada pursuant to these Terms of Payment shall be construed as an admission by Canada that the work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

TP9 Right of Set-off

9.1 Without limiting any right of setoff or deduction given or implied by law or elsewhere in the contract, Canada may set off any amount payable to Canada by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.

9.2 For the purposes of TP9.1, "current contract" means a contract between Canada and the Contractor

9.2.1 under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or

9.2.2 in respect of which Canada has, since the date on which these articles of agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.

TP10 Interest on Settled Claims

10.1 Canada shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 per cent per annum from the date the settled claim was outstanding until the day prior to the date of payment.

10.2 For the purposes of **TP10.1**,

10.2.1 a claim is deemed to have been settled when an agreement in writing is signed by the parties setting out the amount of the claim to be paid by Canada and the items of work for which the said amount is to be paid.

10.2.2 a settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the contract had it not been disputed.

10.3 For the purposes of **TP10** a claim means a disputed amount subject to negotiation between Canada and the Contractor under the contract.

TP 11 Inuit Employment Incentive and Penalty Conditions

- 11.1 Under the provisions of the proposed contract, where the contractor meets the Inuit employment target and meets the Inuit Sub-contractor/Supplier target specified and guaranteed in his bid (as per Annex H), the contractor will be paid the agreed contract price.
- 11.2a In the event the contractor does not meet the guaranteed number of Inuit employee hours working on the project and fails to demonstrate they have made diligent efforts to fulfill their Inuit employment targets, an amount of up to 1% of the final contract value may be deducted from the hold back provisions as liquidated damages and reallocated to AANDC.
- 11.2b In the event the contractor does not meet the guaranteed percentage of Inuit Sub-contractors/Suppliers, and fails to demonstrate they have made diligent efforts to fulfill their Inuit sub-contractors/Suppliers targets, an amount of up to 1% of the final contract value may be deducted from the hold back provisions as liquidated damages and reallocated to AANDC.
- 11.3a In the event the contractor hires additional onsite Inuit resources above the established employment targets that were guaranteed in the bid, which results in Inuit employment benefits, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project.
- 11.3b In the event the contractor exceeds the percentage of Inuit Sub-contractors/Suppliers targets that were guaranteed in the bid, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project.
- 11.4 Contractors who exceed the guaranteed AOC target under one criteria but fall short on the other may be evaluated for a penalty and a bonus. The Inuit Incentive and Penalty Conditions as specified above in 11.2 and 11.3 will be assessed based on the formulas identified in Annex "J".

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Annex “H”

Certifications and Required Documentation

Certifications and Required Documentation

1. Certifications Precedent to Contract Award and Certifications Required with the Bid

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid;

1.1.1 Guarantee Of Inuit Employee Content - On Site

1.1.2 Guarantee Of Inuit Content For Contracting

1.1.4 Letter From a Bank or other Financial Institution

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1.1.1

**Guarantee Of Inuit Employee Content - On Site
Contractors & Sub- Contractors - % Of Inuit Employee Content**

Total On-Site Estimated Person Hours For This Project: _____

Total On Site Estimated Inuit Person Hours For This Project: _____

Total No. Non-Inuit Person Hours For This Project: _____

Total No. Of Inuit Person Hours For This Project = _____ %
Total No. Of Person Hours For This Project

Name & Position Title (Provide name(s) where possible)	Inuit Employee	Non-Inuit Employee

1.1.3 Certification

- 1.1.3.1** By submitting a bid, the Bidder/Contractor certifies that its Guarantee Of Inuit Content is from within the Nunavut Land Claims Settlement Area for contracting submitted with its bid is accurate and complete. Also included in this certification, is a firm guarantee to use available Inuit Skilled Labour content from within the Nunavut Land Claims Settlement Area.

1.1.4 Letter From a Bank or other Financial Institution

Bidders/Contractors **must provide with their bid**, a Letter from a Bank or other Financial Institution detailing that a line of Credit is available equal to the initial mobilization costs (year one (1) of the Contractor's schedule), specific to the Remediation of the Sturt Point Site, Nunavut, or other guarantee of funding, confirming ability to carry costs until such time as payment can be made.

1.2 Certifications Required Precedent to Contract Award

The certifications listed herein as 1.3 - 1.6 **should be completed and submitted with the bid but may be submitted afterwards**. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.3 Code of Conduct Certifications

- 1.3.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award. Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form-PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

1.4 Joint Venture

The Bidder represents that the **bidding entity is / is not (delete as applicable)** a joint venture as defined in *section 17 of the 2003 (2012-11-19) Standard Instructions - Goods or services - Competitive Requirements*.

A Bidder that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- ☐ incorporated joint venture
☐ limited partnership joint venture
☐ partnership joint venture
☐ contractual joint venture
☐ other

(b) Composition: (names and addresses of all members of the joint venture.)

(c) Procurement Business Number of the Joint Venture

1.5 Contractor's Representative

Name:

Company:

Address:

Telephone: () -

Facsimile: () -

E-mail address:

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1.6 NAME AND LOCATION OF DESIGNATED LICENSED WASTE FACILITY CERTIFICATION

Name:

Location:

Facility License No.

Telephone No.

Name:

Location:

Facility License No.

Telephone No.

Name:

Location:

Facility License No.

Telephone No.

(Name - Print)

(Signature of Authorized Officer)

(Date)

The Contractor certifies herein that information regarding the name and location of licensed waste facility, submitted with its bid is accurate and complete.

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Annex "I"

- 1. Evaluation Procedures**
- 2. Basis of Selection**
- 3. Selection Method**
- 4. Evaluation Criteria**

1. Evaluation

- 1.1 Each bid must first meet all of the mandatory requirements set out in the evaluation criteria. Bids which fail to meet these requirements will be considered unresponsive and will receive no further consideration.
- 1.2 Each rated evaluation criterion has a point allotment that reflects its importance in bid submissions. The degree to which the bid satisfies the requirement of each criterion will be assessed and a score will be assigned ranging from 0 to the total point allotment, with 0 meaning the bid completely fails to satisfy the requirements, and the total allotment meaning the bid fully meets the outlined criterion.
- 1.3 Each bid must achieve a minimum of 60% score for the Technical portion **(including 2.3.4.10)** and a minimum of 60% score for the Management and Organizational portion. Bids that fail to achieve the minimum score in either portion will be considered technically unacceptable and will be given no further consideration.
- 1.4 Additional points will be assessed for the Aboriginal Opportunities Consideration portion with no minimum pass mark. However, it does add additional points to the maximum total points available overall.

2. Selection Method - Combined Merit 60%/Cost 40%

- 2.1 The contractor will be selected on the basis of the Assessed Best Value with the highest combined rating of Merit - 60% (Technical, Management and Organizational and Aboriginal Opportunities Consideration) and Cost - 40% (Price).
- 2.2 The scoring for price will be done by allocating full marks to the lowest price bid, with the other bids being given a prorated score. Based on the results of the evaluations, **the bidder with the highest combined total points, given that the price of the bid does not exceed the maximum premium of 15% of the lowest priced compliant bid, will be recommended for award of the contract.** If the bidder with the highest combined total points exceeds the maximum premium of 15% of the lowest priced compliant bid, their bid will be considered non compliant and given no further consideration.

2.3 Calculation of Combined Merit/Cost Selection (Example Only)

Total Points Available = 200

Pass Mark = 60 % or 120 Points Minimum for Price to be considered.

Ratio of Importance = Tech/Mgt = 60 % - Price = 40 %

Maximum Premium Paid = 15% of Lowest Compliant Bid.

Summary of the Results of the Evaluation (Example Only) (Not for distribution to Bidders)

Firm Name	Tech/MGT Bid (Pass = 120 Min)	Evaluated Price Bid (GST Included)	Weighted Score Merit = 60%	Weighted Score Cost = 40%	Total Score
Bidder "A"	175/200	\$1,000,000.	53	40 Low cost	93.0 Best Overall Bid
Bidder "B"	165/200	\$1,100,000.	50.0	37.0	87.0
Bidder "C"	155/200	\$1,150,000.	47.0	35.0	82.0
Bidder "D"	150/200	\$1,400,000.	45.0	N/A *	N/A *
Bidder "E"	112/200**	\$1,200,400.	N/A	N/A	N/A

* Bidder "D" - Price exceeds the lowest-priced compliant bid (A) by more than 15%.

** Bidder "E" - Failed to reach minimum points given no further consideration.

2	Technical Proposal A	
	Project Understanding	
2.3.1	Demonstrate understanding of the scope of work as well as the unique nature of the project relative to, but not limited to, the constraints of working in a remote northern area.	10
	Health and Safety	
2.3.2	Identify the risks and hazards specific to the site and provided details on how they would be mitigated and/or managed.	25
2.3.3	Equipment and Camp Facilities	
2.3.3.1	Remediation Equipment and Supplies -Provide a detailed inventory of equipment proposed for site work including photos, condition and age/hours of heavy equipment. -Provide details on how equipment will meet the specific site constraints, equipment redundancy, on-site equipment maintenance, spare parts inventory and dedicated repair and maintenance staff. -Provide a detailed inventory of the remediation supplies necessary to complete the work. -Provide details of fuel management, including expected types, volume, transportation, storage and transfer. -Include identification of potential problems and mitigative measures.	25
2.3.3.2	Camp Facilities and Support -Provide details on camp operations and facilities and services to be provided. Include for the camp to be established a complete description of all facilities: -Capacity of the camp. Identified number of personnel camp, crew rotations and frequency of re-supply flights. -The location and conceptual layout of all camp footprints on site clearly identifying camp facilities. -Source of water, storage volume (if necessary), treatment, and testing. -Camp wastewater management. -Solid waste management. -Communications system on site. Communication systems between site and outside communities. -Winterization of camp if required -Wildlife monitoring and safety program -Departmental Representative facilities at camp. -Outlined the risks and provided mitigative measures associated with the camp facilities and operations. -Demonstrate understanding and compliance with typical regulatory requirements as it relates to the camp facilities and operations.	25

2.3.4	Description of Work	
2.4.3.1	Mobilization/Demobilization: -Provide a detailed description on how all equipment, materials, supplies and personnel proposed for use at the site will be transported to and from each job site. -Provide details on what arrangements will be made to address potential barging issues (capacity of barging companies, landing conditions, soft landing conditions etc.). -Describe how the environmental impact of barge loading will be minimized for both mobilization barge and demobilization barge. -Provide details of where the barge will land, where and how the barge cargo will be stored and staged. - If a CAT-train is proposed, provide details on proposed route, environmental mitigation strategies, safety considerations. -Include identification of potential problems and mitigative measures.	15
2.3.4.2	Infrastructure Improvements: -Provide a detailed description of what infrastructure improvements will be carried out at each site as part of the remediation and how the improvements will be completed. Include estimated type and volume of granular material that will be required. -Where water crossings are deemed necessary, provided details on how the crossing would be achieved (temporary bridge, culverts, etc.) and how the installation would comply with regulatory requirements and decommissioning at the end of the contract. -Include identification of potential problems and mitigative measures.	35
2.3.4.3	Borrow Source Development: -Provide details regarding which borrow sources will be developed and the estimated quantities of material to be removed. -Provide detail regarding how the borrow areas will be decommissioned and reclaimed. -Include identification of potential problems and mitigative measures.	10
2.3.4.4	Building Demolition: -Provide a detailed methodology of building demolition. -Include details on how hazardous materials identified within the buildings will be removed. -Outline the risks and provided mitigative measures associated with this task. -Demonstrate understanding and compliance with regulatory requirements as it relates to this task. -Demonstrate understanding of the chemical, physical and environmental risks associated with this task. -Identify potential problems and mitigative measures.	5

2.3.4.5	Collection and Sorting of Debris: <ul style="list-style-type: none"> -Provide details regarding how hazardous and non-hazardous waste will be collected and sorted. -Provide detail on how identified heritage resources on Sturt Point will be protected. -Provide details on the Material Processing Area including location on site, dimensions, and general layout. -Identify potential problems and mitigative measures. 	10
2.3.4.6	PHC Soil Treatment: <ul style="list-style-type: none"> -Provide detail on the soil treatment methodology, placements of liners (if applicable), and the containment and treatment of contact water. -Provide details on how PHC will be treated to meet contractors schedule. -Provide details regarding how the petroleum hydrocarbon contaminated soil will be excavated and how it will be transported to the identified treatment area. -Provide details on what will happen to the soil once confirmation that it has been remediated is obtained. -Provide details on how the soil treatment activities will be decommissioned. -Identify potential problems and mitigative measures. 	30
2.3.4.7	Excavation, Packaging, Transport, and Disposal of Contaminated Soil: <ul style="list-style-type: none"> -Provide details regarding how the contaminated soils will be excavated. -Provide details on the containers that will be used to transport the contaminated soil from site to the disposal facility and how Contractor will comply with all relevant environmental acts and regulations associated with the transportation of contaminated/Hazardous soils -Provided details on the transportation (sea and land) of the contaminated soil to the disposal facility including interim storage, if necessary. -Include a letter from the proposed waste disposal facility confirming that they are licensed to accept the contaminated soil. -Include identification of potential problems and mitigative measures 	15

2.3.4.8	Packaging, Transport, and Disposal of Hazardous Waste: <ul style="list-style-type: none"> -Provide details regarding how the various hazardous materials will be containerized. -Provide details on the containers that will be used to transport the hazardous waste from site to the disposal facility, and how the Contractor will comply with all relevant environmental acts and regulations associated with the transportation of hazardous materials. -If materials are to be managed on-site (incineration) provide details regarding how that process will be completed. -Provide details how barrel wash water will be treated to ensure effluent meets discharge criteria. -Provide details on the transportation (sea and land) of the hazardous waste to the disposal facility including interim storage, if necessary. -Include a letter from the proposed waste disposal facility confirming that they are licensed to accept the proposed hazardous waste. -Identify potential problems and mitigative measures. 	15
2.3.4.9	Packaging, Transport, and Disposal of Non-Hazardous Waste: <ul style="list-style-type: none"> -Provide details regarding how the various non-hazardous waste materials will be containerized. -Provide details on the containers that will be used to transport the non-hazardous waste from each site to the disposal facility and how the Contractor will comply with all relevant environmental acts and regulations associated with the transportation of hazardous materials. -If materials are to be managed on-site (incineration) provide details regarding how that process will be completed. -Provide details on the transportation (sea and land) of the non-hazardous waste to the disposal facility including interim storage, if necessary. -Include a letter from the proposed waste disposal facility confirming that they are licensed to accept the non-hazardous waste material. -Identify potential problems and mitigative measures. 	15

2	Technical Proposal B	
	Project Understanding	
2.3.4.10	<p>Schedule:</p> <ul style="list-style-type: none"> -Provide a schedule of activities that illustrates the duration of each of the major tasks. -Break each task down into sufficient sub tasks so that project progress can be easily monitored by the Departmental Representative. -Identify the critical path of activities within the schedule and what "float" is included within the duration of the specified activities. -Clearly indicate the sequence of work activities. -Allocate time to perform Potential Additional Work (PAW) activities as per estimated hours under P1 and P2 and expected activities outlined in the tender documents. -Provide written assurance that the proposed schedule will be adhered to and that time and associated operating expenses required to perform the Known contract Work and PAW work in addition to the proposed schedule is at contractor' cost. 	<p>40</p> <p>Must score a min of 24</p>

2.4	Management and Organization Proposal	
	Company/Joint Venture/ Consortium Qualifications and Experience	
2.4.1	Company/Joint Venture/ Consortium Qualifications and Experience: -Provide details of the qualifications of bidder' company/joint venture/consortium, and historical background information demonstrating experience specifically related to similar scope of work activities at remote northern locations.	20
	CLIENT REFERENCES	
2.4.2	Client References: -Provide evidence of up to three (3) similar remediation projects successfully undertaken by the bidder which included key members of the proposed project team. A "similar project" for this evaluation is defined as a project completed at a remote northern location which consisted of similar work. The project team, their roles, the project objectives, scope of services, budget, completion date and deliverables were clearly identified. The bidder may provide project descriptions to add context to the client letter's provided as may be required. -Provide client letters of reference for each of the projects identified that are signed and dated by the Bidder' client and, at a minimum, specifically address the following items: <ol style="list-style-type: none"> 1. Extent to which bidder delivered services on time 2. Extent to which bidder delivered services on budget 3. Extent to which bidder met objectives of the project Points are awarded to bidder for degree of overall achievement in each of the 3 sub-categories, and are not awarded on a project-by-project basis.	30
	Qualifications of Key Individuals: Provide resumes (up to 2 pages in length) for the following positions. Resumes included experience on similar projects, experience working in remote northern environments and experience in the proposed project role.	
2.4.3	A. Project Manager -Demonstrate experience managing remediation projects similar in scale and scope to the proposed project. -Experience included financial and schedule control and liaison with client.	30
	Project Manager Back Up -Demonstrate experience managing remediation projects similar in scale and scope to the proposed project. -Experience included financial and schedule control, liaison with client.	10

	B. Site Superintendent -Demonstrate experience managing personnel in a remote camp setting. -Experience included site superintendent experience on remediation projects similar in scope to the proposed project.	35
	Site Superintendant Cross-shift -Demonstrate experience managing personnel in a remote camp setting. -Experience included site superintendent experience on remediation projects similar in scope to the proposed project.	30
	C. Off-site Health & Safety Coordinator -Demonstrate experience working in remote areas on remediation projects similar in scope to the proposed project. -Experienced in developing and implementing site specific health and safety programs for remediation sites	20
	On-site Health & Safety Coordinator -Demonstrate experience working in remote areas on remediation projects similar in scope to the proposed project. -Experienced in developing and implementing site specific health and safety programs for remediation sites	25
	D. Hazardous Waste Specialist -Demonstrate field experience on remediation projects similar in scope to the proposed project. -Experience included the identification, sampling, characterization, containerization and transportation and disposal of hazardous materials.	20
	Staffing Contingency Plan	
2.4.4	Demonstrate ability to properly staff the project and contingency plans to cover off key team members.	10
	Organization Chart	
2.4.5	-Submit a detailed Organization Chart of the Project Team showing AANDC, PWGSC, Departmental Representative, Contractor's Staff, Sub-Contractors. -Include all of the resource elements including Contractor personnel and subcontractors. -Identify who will be responsible for overall control and for the provisions for controlling costs and conformance to the Statement of Work. Clearly identify lines of communication for all parties.	20

2.5	ABORIGINAL OPPORTUNITIES CONSIDERATION (AOC)	
	Nunavut Offices	
2.5.1	Have head offices, staffed administrative offices or other facilities of a permanent character nature in the Nunavut Settlement Area.	15
	Demonstrated Commitment	15
2.5.2	Demonstrate commitment to on-the-job training or skills development, training and apprenticeship programs for the Inuit staff involved in this project	
	Inuit Recruitment Programs	
2.5.3	<p>Provide Inuit Recruitment Programs</p> <p>Include a guarantee to employ Nunavut Land Claims Agreement (NLCA) Beneficiaries in carrying out the work. Provide a target percentage of Inuit Employment for on-site labour. The percentages identified below relate specifically to on-site labor hours regardless whether they are Prime Contractor' staff or subcontractor' staff.</p> <p>0 - 49% of total labor hours 0 points 50 - 59 % of total labor hours 20 - 30 points 60 - 74 % of total labor hours 31 - 55 points 75 - 84 % of total labor hours 56 - 75 points 85 - 100 % of total labor hours 76 - 80 points</p>	80
	Inuit Business	
2.5.4	<p>Provide a target percentage of Inuit Business content. Include a firm guarantee to use Inuit sub-contractors for services or the procurement of supplies and equipment associated with the project. Ranges are based on expenditures for equipment, supplies and /or services using companies on the Inuit Firm Registry (http://inuitfirm.tunngavik.com/) that is maintained by Nunavut Tunngavik, Inc., not the number of businesses used.</p> <p>Note: if the Prime Contractor is an Inuit firm, the total dollar value of Inuit contracting shall also include the contractor' share of the remediation contract.</p> <p>0 - 20 % 0 - 5 points 21 - 40 % 6 - 15 points 41 - 60 % 16 - 25 points 61 - 80 % 26 - 35 points 81 - 100% 36 - 40 points</p>	40

Evaluation Summary		
	Total Points Achieved - Technical Bid A - (60% or 141 of 235 pts) - PASS/FAIL	----- of 235
	Total Points Achieved - Technical Bid B - (60 % or 24 of 40) - PASS/FAIL	----- of 40
	Total Points Achieved - Management and Organization Bid Bid - (60% or 150 of 250 pts) - PASS/FAIL	----- of 250
	Total Points Achieved - Aboriginal Opportunities Consideration Bid (No Minimum Pass Mark)	----- of 150
	Total Overall Points Achieved - All Bid Sections	
	Total Overall Points Available - All Bid Sections	675
	Contractor Selection - Assessed Best Value = Merit + Cost	
	Merit: Bidder's Overall Total Point Score/Total Points Available X 60	60
	Merit Score	
	Cost : Lowest Total Estimated Cost/Bidder's Total Estimated Cost X 40	40
	Cost Score	
	Assessed "Best Value" Total Score	100
	Total "Best Value" Score	

Solicitation No. - N° de l'invitation

EW699-132803/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ncs006

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC

NCS-2-35381

Annex “J”

Inuit Employment Incentive and Penalty Checklist

INUIT EMPLOYMENT INCENTIVE AND PENALTY CHECKLIST PROJECT: REMEDIATION OF STURT POINT, NUNAVUT CONTRACTOR: _____			
STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of On-site Inuit Labour Person Hours		
2	Percentage of Inuit Sub-Contracting/Supplier costs		
3	Final Contract Value	\$	
4	Guaranteed Onsite Inuit employment target met, exceeded or fell short? <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value, that may be paid to the contractor at the end of the project; Proceed to Table 1A Shortfall - Contractor may be penalized up to 1% of the final contract value Proceed to Table 2A. 		
5	Guaranteed Inuit Sub-contracting/Supplier target met, exceeded or fell short? <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project; Proceed to Table 1B Shortfall - Contractor may be penalized up to 1% of the final contract value Proceed to Table 2B. 		
6	COMMENTS: 		

TABLE 1A - ASSESSMENT OF ONSITE INUIT LABOUR INCENTIVE BONUS

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	INCREASED ONSITE INUIT LABOUR: Note: Inuit participation for training that has been accounted and paid for within and external to the contract shall be considered ineligible for the incentive process and will be excluded as such. Calculate the percentage increase of Onsite Inuit labour for the project based on the following: $\% \text{ Increase} = \frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed\%}}$ <ul style="list-style-type: none"> 0 - 33% of total onsite labour hours 0 - 15 points 34 - 66 % of total onsite labor hours 16 - 45 points 67 - 100 % of total onsite labour hours 46 - 60 points 	60	
2	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase the onsite Inuit labour targets. Points awarded for contractor due diligence based on the following scale: <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the targets. 21-30 points - Contractor demonstrated moderate effort while attempting to increase the Inuit targets. 31-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit targets 	40	
3	TOTAL ASSESSED SCORE	100	
4	RECOMMENDED INUIT LABOUR INCENTIVE BONUS (final contract value) x 1% x (total assessed score/100)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL: <ul style="list-style-type: none"> Departmental Representative (PWGSC): _____ Project Lead (AANDC): _____ Contracting Officer (PWGSC): _____ 		

TABLE 1B - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED INUIT SUB-CONTRACTING/SUPPLIER TARGET:</p> <p>Calculate the percentage increase of Inuit Sub-Contracting/Supplier costs for the project based on the following:</p> <p>% Increase = $\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed\%}}$</p> <ul style="list-style-type: none"> 0 - 33% of total Sub-Contracting/Supplier Costs 0 - 15 points 34 - 66 % of total Sub-Contracting/Supplier Costs 16 - 45 points 67 - 100 % of total Sub-Contracting/Supplier Costs 46 - 60 points 	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase sub-contracting/supplier targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the targets. 21-30 points - Contractor demonstrated moderate effort while attempting to increase the Inuit targets. 31-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit targets. 	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>RECOMMENDED INUIT SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS</p> <p>(final contract value) x 1% x (total assessed score/100)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <ul style="list-style-type: none"> Departmental Representative (PWGSC): _____ Project Lead (AANDC): _____ Contracting Officer (PWGSC): _____ 		

TABLE 2A - ASSESSMENT OF ONSITE INUIT LABOUR PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of target achieved for Onsite Inuit content based on the following formula, where:</p> <p>Target percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$</p> <p>51% - 100% = 30 - 60 points</p> <p>Notes: Target percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to achieve Onsite Inuit employment targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to meet the Inuit employment target. 21-30 points - Contractor demonstrated moderate effort while attempting to meet the Inuit employment target. 31-40 points - Contractor demonstrated outstanding effort while attempting to meet the Inuit employment 	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (1%)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <ul style="list-style-type: none"> Departmental Representative (PWGSC): _____ Project Lead (AANDC): _____ Contracting Officer (PWGSC): _____ 		

TABLE 2B - ASSESSMENT OF INUIT SUB-CONTRACTING/SUPPLIER PENALTY			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of target achieved for Inuit content based on the following formula, where:</p> <p>Target percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$</p> <p>51% - 100% = 30 - 60 points</p> <p>Notes: Target percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to achieve Inuit sub-contracting/supplier targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to meet the Inuit sub-contracting/supplier target. 21-30 points - Contractor demonstrated moderate effort while attempting to meet the Inuit sub-contracting/supplier 31-40 points - Contractor demonstrated outstanding effort while attempting to meet the Inuit sub-contracting/supplier 	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (1%)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <ul style="list-style-type: none"> Departmental Representative (PWGSC): _____ Project Lead (AANDC): _____ Contracting Officer (PWGSC): _____ 		