

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 Bear Creek Mercury Abatement	
Solicitation No. - N° de l'invitation EW699-132625/A	Date 2013-02-21
Client Reference No. - N° de référence du client PC	
GETS Reference No. - N° de référence de SEAG PW-\$NCS-005-9735	
File No. - N° de dossier NCS-2-35358 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-04	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
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: Campbell (NCS), Brad	Buyer Id - Id de l'acheteur ncs005
Telephone No. - N° de téléphone (780) 497-3911 ()	FAX No. - N° de FAX (780) 497-3510
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

**MERCURY ABATEMENT - BEAR CREEK, KLONDIKE NATIONAL HISTORIC SITE,
DAWSON CITY, YUKON**

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Comprehensive Land Claim Agreements

This procurement is subject to the following Comprehensive Land Claim Agreement: Umbrella Final Agreement - Council for Yukon Indians, Chapter 22 - *Economic Development Measures*

4. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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.

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

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

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

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **March 13, 2013 at 10:30 PDT at the Bear Creek Site, Dawson City, Yukon.** Bidders must communicate with the Contracting Authority no later than **5 (five) calendar day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend.** Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Space is limited, therefore Bidders are requested to limit their number of attendees to a maximum of 1 (one) representative per Bidder. Further details regarding the Site Visit will be made available to Bidders upon registration. Please dress appropriately for the weather.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) business days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies);

Section II: Financial Bid (1 hard copies);

Section III: Certifications (1 hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate their understanding of the work, how they propose to meet the requirements, and how they will carry out the Work.

The maximum number of pages (including text and graphics) to be submitted for the Technical Evaluation under Part 4, Article 1.1 is twenty-five (25) pages.

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the Evaluation Team members for evaluation.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Point rated technical criteria are included in Annex "C" - Evaluation Criteria.

1.2 Financial Evaluation

1.2.1 Financial Evaluation Criteria/Procedure

All financial bids corresponding to responsive proposals which have achieved the pass mark of 348 points will be opened upon completion of the technical evaluation.

Bidders will be assessed based on the total estimated price quoted, as per Annex "B" - Basis of Payment.

Bidders are required to submit a unit price for each identified in the Basis of Payment table. These prices will then be added together to arrive at a total estimated price for the contract. This value will then be used for evaluation purposes only.

An average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

1.2.2 SACC Manual Clauses

A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 348 points overall for the technical evaluation criteria which are subject to point rating.

- d. have a price not greater than twenty-five percent (25%) above the average price.

The rating is performed on a scale of 580 points.

2. Bids not meeting "(a) or (b) or (c) or (d)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 40/60 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		55,000	50,000	45,000
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1 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.

2. Additional Certifications Precedent to Contract Award

The certifications listed below 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.

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.() is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d.() is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site:
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

2.4 Education and Experience

2.4.1 SACC Manual clause A3010T (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical portions of the Contractor's bid entitled _____, dated _____.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2012-11-19), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to June 30, 2013 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Brad Campbell
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Northern Contaminated Sites Program
Telus Plaza North, 5th floor, 10025 Jasper Ave, Edmonton, AB T5J 1S6
Telephone: 780-497-3911
Facsimile: 780-497-3510
E-mail address: brad.campbell@pwgsc-tpsgc.gc.ca

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.

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a ***firm price, as specified in Annex "B" - Basis of Payment for a cost of \$ (to be determined)***. Customs duties are *included* and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Single Payment

H1000C (2008-05-12) - Single Payment

6.3 SACC Manual Clauses

A9117C (2007-11-30) - T1204 - Direct Request by Customer Department

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010C (2012-11-19), General Conditions - Services (Medium Complexity);
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated (to be determined).

Solicitation No. - N° de l'invitation

EW699-132625/A

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

PC

Amd. No. - N° de la modif.

File No. - N° du dossier

NCS-2-35358

Buyer ID - Id de l'acheteur

ncs005

CCC No./N° CCC - FMS No/ N° VME

11. SACC Manual Clauses

G1005C (2008-05-12) - Insurance

A2000C (2006-06-16) - Foreign Nationals (Canadian Contractor)

A2001C (2006-06-16) - Foreign Nationals (Foreign Contractor)

Solicitation No. - N° de l'invitation

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

PC

Amd. No. - N° de la modif.

File No. - N° du dossier

NCS-2-35358

Buyer ID - Id de l'acheteur

ncs005

CCC No./N° CCC - FMS No/ N° VME

ANNEX "A"

STATEMENT OF WORK

(see separate electronic attachment)

ANNEX "B"**BASIS OF PAYMENT**

- Prices to remain firm for the full period of the contract.
- Prices must be provided for each line item and as per format shown below. If N/A is provided in any line item, the bid will be considered non-responsive.
- Prices are in Canadian dollars.
- Firm Unit Prices do not include GST; GST will be added to the invoice as a separate line item.

Specification Section	Description	Unit of measure	Unit Price (Cdn \$)
01 31 19-1	Pre-Construction Kick-Off Meeting	Lump sum	\$
01 31 19-2	Project Meetings	Lump sum	\$
01 33 00-1	Abatement Report	Lump sum	\$
01 35 29.15-1	Site Specific Health and Safety Plan	Lump sum	\$
01 35 29.15-2	Contingency and Emergency Response Plan	Lump sum	\$
02 10 00-1	Mobilization/Demobilization of personnel and equipment	Lump sum	
02 10 00-2	Abatement, encapsulation, removal and packaging of Mercury Contaminated Materials from Gold Room	Lump sum	\$
02 10 00-3	Off-Site transportation and disposal of packaged Mercury Waste	Lump sum	\$
02 10 00-4	Contractor Testing and Monitoring, including Equipment, Sampling, Transportation and Analysis at an Accredited Laboratory	Lump sum	\$
02 10 00-5	Cost of all necessary approvals and permit	Lump sum	\$
02 10 00-6	Accommodations and Meals	Lump sum	\$
BOPC-1	Balance of Project Costs	Lump sum	\$
Total Estimated Price			\$

GOODS AND SERVICES TAX:

The Total Estimated Goods and Services Tax (GST), \$_____, is not included in the amounts above. The GST is to be shown as a completely separate item on each invoice.

ANNEX "C"**EVALUATION CRITERIA**

Each Bid will be evaluated and scored in accordance with the following evaluation criteria:

1. POINT-RATED CRITERIA

POINT RATED REQUIREMENTS: (Rating: 4 = excellent, 3 = very good, 2 = average, 1 = poor, 0 = nothing)				
A. Technical		Weight	Rating	Score
1 Project Understanding	Demonstrated understanding of the nature of the project, and the scope of the work as described in Annex "A" - Statement of Work, as set out in the RFP .	10		
2 Description of Work	Provided a detailed methodology of how each task will be completed. Included in the description should be information regarding how the assessment and reporting requirements will be achieved, protocols, health and safety considerations. Include a detailed description of all the equipment, materials, and supplies.	30		
3 Schedule	Prepared a schedule of activities which will illustrate the duration of each of the major tasks (major tasks include, but are not limited to, the tasks described in Scope of Work of the Terms of Reference). Each task should be broken down into sufficient subtasks so that the project progress can be easily monitored by the Engineer. Show deliverable dates on the schedule.	15		
4 Problem identification & Management	Described project challenges and mitigative measures. Described the process for identifying potential problems, bringing them forward to the Project Authority and how they will be managed.	20		
5 Staffing Contingency Plan	Demonstrated ability to properly staff the project and contingency plans to cover off key team members.	20		
Maximum points available				380
Points awarded				

POINT RATED REQUIREMENTS: (Rating: 4 = excellent, 3 = very good, 2 = average, 1 = poor, 0 = nothing)

*Recent means projects must have been completed between January 1, 2003 and the closing date of this solicitation, inclusive, to be considered responsive.

B.Management		Weight	Rating	Score
6 Achievements of Company	<p>Described recent experience and performance of Company on previous projects with tasks similar to those identified in the Statement of Work. Project information provided included, but not limited to;</p> <ul style="list-style-type: none"> •clearly indicated how this project is comparable/relevant to the requested project. •clearly indicated whether this project is for a location/site north of the 60th parallel •brief project description and intent. Narratives should include a discussion of approach to meet the intent, and challenges and resolutions. •budget control and management - i.e. contract price & final construction cost - explain variation •project schedule control and management - i.e. initial schedule and revised schedule - explain variation •client references - name, address, phone and fax of client contact at working level - references may be checked •names of key personnel responsible for project delivery 	10		
7 Achievements of Key individuals	<p>Described recent experience and performance of key personnel to be assigned to this project regardless of their past association with the current firm.</p>			
	<p>A. Project Manager, and back-up</p> <p>Qualifications (including a résumé up to 2 pages in length) for personnel should demonstrate;</p>	20		

	<ul style="list-style-type: none"> relevant previous experience, expertise, numbers of years experience in Mercury abatement, or similar complex abatement projects. technical experience in occupational and/or industrial hygiene. clearly indicated relevant previous experience, expertise, for project location(s)/site(s) north of the 60th parallel role, responsibility and degree of involvement of individual in past projects 			
	<p>B. On site Supervisor, and back-up</p> <p>Qualifications (including a résumé up to 2 pages in length) for personnel should demonstrate;</p> <ul style="list-style-type: none"> relevant previous experience, expertise, numbers of years experience in Mercury abatement, or similar complex abatement projects. technical experience in occupational and/or industrial hygiene. clearly indicated relevant previous experience, expertise, for project location(s)/site(s) north of the 60th parallel role, responsibility and degree of involvement of individual in past projects 	20		
Maximum points available				200
Points awarded				

Total points available	580
Minimum points acceptable (60%)	348
Total Points Awarded	

Each point rated evaluation criterion has a number allotment (weight) that reflects its importance in proposal submissions. The degree to which the proposal satisfies the requirement of each criterion will be assessed and a "rating" will be as per the table above, with 0 meaning the proposal completely fails to satisfy the requirement, and the total allotment meaning the proposal fully meets the outlined criterion. A score will be assessed by multiplying the weight by the rating.

Each proposal must achieve a minimum score of **60%** of the maximum points available overall. Proposals that fail to achieve this score will be considered technically unacceptable and will be given no further consideration.