

**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

<b>Title - Sujet</b> Ennadal Lake Remediation	
<b>Solicitation No. - N° de l'invitation</b> EW699-133161/A	<b>Date</b> 2013-02-26
<b>Client Reference No. - N° de référence du client</b> AANDC	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$NCS-002-9737	
<b>File No. - N° de dossier</b> NCS-2-35420 (002)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-04-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Poot (NCS), Marc	<b>Buyer Id - Id de l'acheteur</b> ncs002
<b>Telephone No. - N° de téléphone</b> (780) 497-3520 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3842
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 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

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

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**REMEDIATION OF ENNADAI LAKE  
FORMER WEATHER STATION  
NUNAVUT  
PWGSC PROJECT NUMBER - R.048071.001**

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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 World Trade Organization Agreement on Government Procurement (WTO-AGP) and the Agreement on Internal Trade (AIT).

#### 1.2 NLCA - Evaluation Criteria

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.

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- 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.
- 1.4 Bidder's Conference (Optional):**

**A Bidders' conference will be held in Winnipeg, Manitoba on Thursday, March 14, 2013. Registration is at 09:00 A.M. (Central Daylight Time), with the conference beginning at 09:15 A.M. (Central Daylight Time), at the Winnipeg International Airport, Four Points by Sheraton Hotel in the DeHavilland Room.**

The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered.

Bidders, or their representative(s), are requested to attend this conference during which the requirements outlined in this bid solicitation document will be reviewed and any questions will be answered. In order to fully understand the scope of the requirement, it is recommended that bidders who intend on submitting a bid attend or send a representative. This not a Mandatory Bidders' Conference, those who do not attend are not precluded from submitting a bid.

Bidders are requested to communicate with the Contracting Authority prior to the bidders' conference to confirm attendance. Bidders are to provide the Contracting Authority, in writing, the names of their representative(s) who will be attending and a list of issues that they wish to table no later than two (2) working days prior to the scheduled bidders' conference. Contact **Marc Poot via e-mail at marc.poot@pwgsc.gc.ca** or in writing via fax at (780) 497-3510 to confirm your attendance.

Bidders are advised that any clarifications or changes resulting from the bidders' conference shall be included as an amendment to the bid solicitation document.

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## 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).

Public Works and Government Services Canada (PWGSC) on behalf of Aboriginal Affairs and Northern Development Canada (AANDC) has a requirement for remediation activities at Ennadai Lake, Former Weather Station, Nunavut.

The work includes, but not limited to Preparing of planning documents and submittals; Mobilizing and demobilizing of all personnel, equipment, support facilities and materials required to complete the Work; Upgrading of site trails, float plane access and / or airstrip as required to facilitate remediation activities; Constructing an on-site non-hazardous waste landfill; Dismantling and demolishing buildings and infrastructure; segregating hazardous and non- hazardous materials; Segregating non-hazardous wood waste for incineration; Collecting and containerizing hazardous materials for disposal; Excavating, sorting, on-site transport, and disposing non-hazardous materials into the non-hazardous waste landfill; Off-site transport and disposing all hazardous demolition, hazardous debris and hazardous liquids to Contractor's Designated Hazardous Waste Disposal Facility; Excavating, containerizing, transporting and disposing metal contaminated soils at Contractor's Designated Contaminated Soil Disposal Facility; Designing and implementing a petroleum hydrocarbon contaminated soils treatment plan; On-site incinerating of organic liquid barrel contents and non-hazardous wood waste; Containerizing and transporting liquid not meeting incineration guideline or water discharge guideline to the Contractor's designated Off-Site Disposal Facility; Collection, cleaning and appropriate disposal for drums, tanks and their contents; Development and reclamation of local borrow sources; Backfilling and grading of all excavated areas; Decommissioning and regrading landfarm treatment area.

Provision of the following site support services: Construction Camp including, operation, maintenance, catering and janitorial service; Provision and maintenance of Departmental Representative' vehicles, Safety, fire protection, office, and medical services, Site Specific Health and Safety Plan; Communication services for Contractor and Departmental Representative, Provision of Wildlife Monitors.

The current weather station and its surrounding area is not to be disturbed.

### 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 **(To Be Determined)** to March 31, 2016. The Work is to be performed during the period of (estimated) April 2013 to Fall of 2015 and all deliverables must be received on or before March 31, 2016.

## 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-3.

## 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

- 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) and 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.

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- (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.
- 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 by itself 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 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.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 Ennadai Lake, Former Weather Station, 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 1.1.4 - 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 as per section 1.3 of **Annex "H"**, attached.

##### 3.1.2.3 Contractor's Representative must be provided as per section 1.4 of **Annex "H"**, attached.

##### 3.1.2.4 Name and Location of Designated Licensed Waste Facility Certification as per section 1.5 of **Annex "H"**, attached.

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

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

### **3.1.3 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 Clear, Concise and Complete Proposal:**

- Provide a clear, concise and complete proposal that is well organized.
- All criteria are to be addressed in the order outlined in the RFP and in sufficient depth so as to indicate a clear understanding of the requirements and services to be provided.

#### **4.2.2 Project Understanding:**

- Demonstrate overall environmental stewardship and understanding of the unique nature of the project, scope of the work, relative to, but not limited to the constraints of working in a remote northern location with potentially limited support and access.
- Clearly identify the key logistical and environmental challenges associated with the proposed work with limited access.

#### 4.2.3 Mobilization, Demobilization and Logistical considerations:

- Provide a detailed description on how all equipment, fuel, materials, waste containers, supplies and personnel proposed for use at the sites will be transported to and from the sites.
- Include discussion on, but not limited to the following topics:

##### **Mobilization & Demobilization**

- Provide a list of equipment and supplies to be brought to the site, supported by photos, condition and age/hours of heavy equipment.
- Identify and describe sea, air and/or overland transportation to the site.
- Identify back-up plan if proposed plan has limitations, with decision framework for when back-up plan would be implemented.
- Provide details of fuel management, including expected volumes, transportation, storage and transfer.
- Provide a detailed description of demobilization, identifying equipment removal and close-out of site
- Provide a detailed methodology of site improvements to be undertaken with respect to access routes and airstrip.
- Include details on stream crossing(s) and the decommissioning of the access routes at the end of the project.
- Outline risks and provided mitigation measures associated with this task.
- Demonstrate understanding and compliance with applicable regulatory requirements as it relates to this task.
- Provide details of health and safety considerations specific to this task.
- Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task, under both routine and emergency conditions, and outline mitigation measures.

#### 4.2.4 Supply, Operation and Maintenance of Camp Facilities:

- Provide details on camp operations and facilities and services to be provided.

Include discussion on, but not limited to the following topics for each camp to be established:

- Provide a description, location and conceptual layout of camp facility.
- Provide capacity at the camp(s), number of personnel, working hours, crew rotations, and flights.
- Provide source(s) of domestic water and proposed treatment process if needed during operating season and during startup/shutdown.

- Include estimated daily consumption and total volume of water needed from each source.
- Provide details of wastewater management plan & solid waste management plan.
- Provide details on the communications system.
- Provide details of the Wildlife Safety management plan.
- Outline provisions for the Departmental Representatives at the camp.
- Outline the risks and provided mitigative measures associated with this task.
- Demonstrate understanding and compliance with applicable regulatory requirements as it relates to this task.
- Provide details of health and safety considerations specific to this task.
- Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task, including plans for providing emergency medical support and evacuation.

#### **4.2.5 Contaminated Soil:**

- Provide a detailed methodology of the management of contaminated soil.  
Include at minimum, but not limited to the following:
- Provide details on the methodology for excavation of contaminated soils.
- Provide details on the containerization, transportation and disposal of contaminated soils for the soil volumes designated for offsite disposal, and identified the disposal location and provided a letter from the facility confirming their acceptance of the proposed waste streams.
- Provide details of the methodology for land farm construction and decommissioning.
- Provide details on the PHC soil treatment methodology and included discussion on expected time requirements.
- Outline the risks and provided mitigative measures associated with this task.
- Demonstrate understanding and compliance with applicable regulatory requirements as it relates to this task.
- Provide details of health and safety considerations specific to this task.
- Clearly illustrate an understanding of the chemical, physical and environmental risks associated with this task, including PPE requirements.

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#### 4.2.6 Hazardous Waste:

Provide details on how hazardous materials will be collected, stored and transported for disposal. Include discussion on, but not limited to the following topics:

- Include the type of containers proposed for the hazmat and a general description of how the material will be secured, labeled and tracked.
- Identify the means of transport for the off-site disposal.
- Provide details on temporary storage and staging of containerized hazardous materials.
- Identify and provide written confirmation of the Designated Hazardous Waste Disposal Facility where hazardous waste will be taken.
- Provide details and methodology of building demolition and materials processing area.
- Outline the risks and provide mitigative measures associated with this task.
- Demonstrate understanding and compliance with applicable regulatory requirements as it relates to this task.
- Provide details of health and safety considerations specific to this task.
- Clearly illustrate an understanding of the chemical, physical and environmental risks associated with this task.

#### 4.2.7 Landfill Construction and Processing of Non-Hazardous Debris:

Provide details on how non-hazardous waste will be collected, consolidated and transported to the onsite landfill. Include discussion on, but not limited to the following topics:

- Provide detailed methodology for the construction and operation and closure of the onsite landfill.
- Include methodology and locations for separation of waste streams, consolidation and volume minimization.
- Outline the risks and provide mitigative measures associated with this task.
- Demonstrate understanding and compliance with applicable regulatory requirements as it relates to this task.
- Provide details of health and safety considerations specific to this task.
- Clearly illustrate an understanding of the chemical, physical and environmental risks associated with this task.

**4.2.8 Barrel and Tank Processing:**

- Provide details on the methodology for barrel sampling and processing. Included discussion on, but not limited to the following topics:
- Provide details of drum sampling plan.
- Provide details and methodology for the handling and volume minimization (cutting, crushing or shredding) of barrels and tanks, consolidation, processing or transferring of barrel and tank contents, cleaning of barrels and proposed treatment system for process water.
- Outline the risks and provided mitigative measures associated with this task.
- Demonstrate understanding and compliance with applicable regulatory requirements as it relates to this task.
- Provide details of health and safety considerations specific to this task.
- Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task.

**4.2.9 Schedule:**

Prepare a schedule of activities that illustrates the duration of each of the major tasks. Include discussion on, but not limited to the following topics:

- Each task is to be broken 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.
- The schedule clearly indicates the sequence of work activities.
- The schedule had time allocated to perform Potential Additional Work (PAW) activities as estimated 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 in addition to the proposed schedule is at contractor's cost.

**4.2.10 Qualifications of Key Individuals:**

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

**A. Project Manager & back-up**

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

**B. Site Superintendent and cross-shift**

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

**C. Onsite and Offsite Health & Safety Coordinator**

- Demonstrated 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 projects
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**D. Hazardous Waste Specialist**

- Demonstrated 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.

**NOTE:** Back-up personnel are personnel assigned to the project if the identified personnel are not available due to illness, change in employment, etc. Cross-shift personnel are personnel who will regularly replace the identified personnel for shift changes during the site work.

**4.2.11 Organization Chart**

- Submit a detailed Organization Chart of the Project Team showing Aboriginal Affairs and Northern Development Canada (AANDC), Public Works and Government Services Canada (PWGSC), Departmental Representative (DR), 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 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 on the qualifications on the company/joint venture/consortium, historical background demonstrating experience specifically related to similar scope of work activities at remote northern locations.
- Include details of company's Health and Safety Management System and/or Certificate of Recognition or equivalent.

##### 4.3.2 Client References:

- Provide evidence of up to three (3) similar remediation projects successfully undertaken by the company which include key members of the proposed project team.
- Clearly identify the project team, their roles, the project objectives, scope of services, budget, completion date and deliverables.
- As well, provide client letters of reference for each of the projects identified. Provide reference letters that are signed and dated by the Client.

The signature dates are within the tender period of this project;

1. Extent to which bidder delivered services on time
2. Extent to which bidder delivered services on budget
3. Extent to which bidder met objective 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.

##### 4.3.6 Anticipated Milestones (estimated):

Solicitation Date, Posting to MERX	Late February 2013
Bid Closing Date	Early April 2013
Evaluation and Selection of Proposed Contractor	Mid April 2013
Estimated Contract Award	late April 2013
Mobilization to Site via sea-lift	Summer 2013
Construction and remediation schedule	Summer 2013 to Summer 2015
Demobilization	Fall of 2015
Substantial Contract Completion	March 2016

#### 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 Training:

- Bidder has provided an undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit people from the impacted area of the contract at no additional cost under this project. "Training and Apprenticeship": is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.

##### 4.4.2 Inuit Labour Recruitment:

- Bidder included a firm guarantee to use Inuit employment content from the impacted region in carrying out the work. (The percentages identified, relate specifically to on-site labour hours regardless whether they are Prime Contractor staff and/or Sub-contractor staff. See Annex "I").

##### 4.4.3 Nunavut Offices:

- Having head offices, staffed administrative offices or other facilities in the Nunavut Settlement Area.

##### 4.4.4 Sub-contractors/Suppliers:

- Bidder Included a firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the impacted area of the contract associated with the project. (Ranges are based on expenditures for equipment associated, supplies and/or services as a percentage of the total estimated cost for the remediation contract not the number of businesses used. See Annex "I").

Note: if the Prime Contractor is an Inuit owned business, the total dollar value of the Inuit contracting shall also include the contractor's share of the remediation contract.

##### 4.4.5 Certifications

Bidders must provide a certification as per Sections 1.1.1 - Guarantee of Inuit Employee Content and Section 1.1.4 - Guarantee of Inuit Content for Contracting in **Annex "H"**.

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## 4.5 Part "4" - Financial Bid

### 4.5.1 Your Bid

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

All prices must be quoted in Canadian funds FOB Ennadai, Lake, Former Weather Station, 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

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

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

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

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

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FORMER WEATHER STATION  
NUNAVUT  
PWGSC PROJECT NUMBER - R.048071.001****Section 2: Resulting Contract****1.0 Instructions and Conditions**

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- 1.2 Terms and Conditions of the Contract

**2.0 Requirement**

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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, 2012-07-16)

## 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 (To be determined), dated (To be determined).

Public Works and Government Services Canada (PWGSC) on behalf of Aboriginal Affairs and Northern Development Canada (AANDC) has a requirement for remediation activities at Ennadai Lake, Former Weather Station, Nunavut.

The work includes, but not limited to Preparing of planning documents and submittals; Mobilizing and demobilizing of all personnel, equipment, support facilities and materials required to complete the Work; Upgrading of site trails, float plane access and / or airstrip as required to facilitate remediation activities; Constructing an on-site non-hazardous waste landfill; Dismantling and demolishing buildings and infrastructure; segregating hazardous and non- hazardous materials; Segregating non-hazardous wood waste for incineration; Collecting and containerizing hazardous materials for disposal; Excavating, sorting, on-site transport, and disposing non-hazardous materials into the non-hazardous waste landfill; Off-site transport and disposing all hazardous demolition, hazardous debris and hazardous liquids to Contractor's Designated Hazardous Waste Disposal Facility; Excavating, containerizing, transporting and disposing metal contaminated soils at Contractor's Designated Contaminated Soil Disposal Facility; Designing and implementing a petroleum hydrocarbon contaminated soils treatment plan; On-site incinerating of organic liquid barrel contents and non-hazardous wood waste; Containerizing and transporting liquid not meeting incineration guideline or water discharge guideline to the Contractor's designated Off-Site Disposal Facility; Collection, cleaning and appropriate disposal for drums, tanks and their contents; Development and reclamation of local borrow sources; Backfilling and grading of all excavated areas; Decommissioning and regrading landfarm treatment area.

Provision of the following site support services: Construction Camp including, operation, maintenance, catering and janitorial service; Provision and maintenance of Departmental Representative' vehicles, Safety, fire protection, office, and medical services, Site Specific Health and Safety Plan; Communication services for Contractor and Departmental Representative, Provision of Wildlife Monitors.

### 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 **(To Be Determined)** to March 31, 2016. The Work is to be performed during the period of (estimated) April 2013 to Fall of 2015 and all deliverables must be received on or before March 31, 2016.

- 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: (To be determined)

Name:

Title:

Address:

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ E-mail: \_\_\_\_\_

**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:**Marc Poot**

Supply Specialist

Acquisitions &amp; 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) 497-3520; FAX NO: (780) 497-3510; E-mail: marc.poot@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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## **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 (2008-05-12) Laws, Permits and Taxes DELETE - not used this requirement.

**SC03** GC2.6 Superintendent (2008-05-12) 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.

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- SC04** GC5 Terms of Payment R2850D (2010-01-11), 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**

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**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.

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

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## 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**

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## **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 per accident or occurrence and in the annual aggregate.

**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.

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

**Proposed Basis of Pricing - Known Work (Will form the Basis of Payment)**  
**Section 1 - Firm Unit/Lump Sum Prices - Based on Estimated Quantities**  
**Remediation of Ennadai Lake, Former Weather Station, Nunavut**  
**During the Period of the Contract.**

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: PERIOD 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, Ennadai Lake, Former Weather Station, 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**  
**During the Period of the Contract**

Section	Description	Unit	Quantity (Est.)	Unit Price	Total
BOPC-1	Balance of Project Costs includes any variable, indirect costs for Indirect costs including all costs not directly attributable to the pay items including profit, supervision, overhead, administration, CGL Insurance, WCB, allowance for equipment repairs, all indirect costs associated with specific unit price, etc.	lump sum	1		\$
01 11 00-1	Worker Orientation Seminar	lump sum	1		\$
01 11 00-2	Pre-Mobilization Site Visit	lump sum	1		\$
01 29 83-1	Packaging, handling and off-site transport of Departmental Representative's samples	kg	300	\$	\$
01 29 83-2	Contractor's Testing Requirements, including sampling, packaging, handling, off-site transport, and testing	lump sum	1		\$
01 31 19-1	Pre-Construction Meeting	lump sum	1		\$
01 31 19-2	Seasonal Progress Meetings	each	2	\$	\$
01 31 19-3	Monthly Progress Meetings	each	6	\$	\$
01 31 19-4	Community Meetings (Whale Cove, Arviat and Rankin)	each	3	\$	\$
01 33 00-1	Submittals	lump sum	1		\$
01 35 15-1	Treated Groundwater and Contact Water	cubic metre	20	\$	\$
01 35 32-1	Site Specific Health and Safety Plan	lump sum	1		\$
01 35 32-2	Wildlife Monitor c/w ATV	day	150	\$	\$
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 53 00-3	Transportation of Contractor's Personnel	lump sum	1		\$
01 54 00-1	Supply, Operation and Maintenance of Camp Facilities	lump sum	1		\$
01 54 00-2	Departmental Representative and Departmental Representative Authorized Personnel Room and Board	person-day	200	\$	\$
01 54 00-3	Casual meals for Departmental Representative and Departmental Representative Authorized Personnel	each	100	\$	\$

Section	Description	Unit	Quantity (Est.)	Unit Price	Total
01 54 00-4	Departmental Representative and Departmental Representative Authorized Personnel Return Transportation –Charter Base to Site (also includes monthly meetings)	person -return trip	50	\$	\$
01 54 00-5	Supply, installation and operation of satellite and/or long distance communication links for Departmental Representative Authorized Personnel Communication	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	Structure Demolition	lump sum	1		\$
02 41 16-2	Demolition and On-site Landfilling of Tanks 1-5	lump sum	1		\$
02 41 23-1	Debris and Miscellaneous Removals	lump sum	1		\$
02 51 00-1	Monitoring Well Drilling	metre	50	\$	\$
02 51 00-2	Monitoring Well Installation	lump sum	1		\$
02 61 00-1	Hydrocarbon Contaminated Soil Treatment	cubic metre	2200	\$	\$
02 61 00-2	Metal Contaminated Soil Disposal	tonne	2	\$	\$
02 81 01-1	Processing Organic Content	lump sum	1		\$
02 81 01-2	Containerization and Transport of Known Hazardous Materials	lump sum	1		\$
02 81 01-3	Off-site Disposal of Known Hazardous Materials	lump sum	1		\$
02 81 01-4	Supply of air/land transport containers for known hazardous liquid waste	lump sum	1		\$
02 81 01-5	Supply of air/land transport containers for known hazardous solid waste	lump sum	1		\$
31 22 13-1	Type 1 fill for landfill and landfarm	cubic metre	3100	\$	\$
31 22 13-2	Type 2 fill for landfarm and for landfill	cubic metre	3000	\$	\$
31 22 13-3	Landfarm decommissioning and reclamation	lump sum	1	\$	\$
31 23 33-1	Excavation, stockpiling and replacement of clean overburden	cubic metre	1500	\$	\$
31 23 33-2	Excavation, stockpiling and transport of hydrocarbon impacted soil	cubic metre	2200	\$	\$
31 23 33-3	Backfilling	cubic metre	1900	\$	\$
31 32 19 01-1	Geotextiles	lump sum	1		\$
31 32 19 02-1	Geomembranes	lump sum	1		\$

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

During the Period of the Contract.

<b>Provision of Item Breakdown(s)</b> 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 must equal the total provided in the <b>BOPC-1 in Section 1</b> of the proposed Basis of Payment. <b>Note:</b> Refer to 1031-2 article Spec Section 07 for Non Applicable Costs. Further breakdown may be requested where applicable.		<b>Amount</b>
01 11 00-1	i.e.: - Profit - General Overhead and Admin., - CGL Insurance, - WCB, - Business Expenses, - Contractor's portion of Training program,	\$
01 29 83		\$
01 31 19		\$
01 32 18		\$
01 33 00		\$
01 35 15		\$
01 35 00.06		\$
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 61 00.01		\$
02 81 01		\$
02 82 00.01		\$
02 82 00.02		\$
02 82 00.03		\$
02 83 10		\$
02 83 11		\$
02 83 12		
02 84 00		
<b>Total for BOPC Breakdown.</b> This dollar amount must be equal to that of which is provided in the <b>Basis of Pricing BOPC-1.</b>		\$

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**Proposed Basis of Pricing (Will form the Basis of Payment)**  
**Section 2 - Potential Additional Work (P.A.W.)**

- 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 Ennadai Lake, Former Weather Station, 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, FOB Ennadai Lake, Former Weather Station, Nunavut, 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 **\$150,000.00** for item **P3.2** 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.

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## 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 rates contained in the P.A.W. are firm to April 1, 2014, thereafter, Labour Rates quoted in the P.A.W. may be increased or decreased annually if more than one field season is required, 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.

## 2.6 Equipment Rates

Under P2.1, contractor will be paid equipment rates in accordance with Alberta Roadbuilders and Heavy Construction Association Rental Rates Guide & Membership Roster handbook in its latest edition for the duration of the contract.

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**Note:** As per instructions in 2.3, preceding this form.

<b>Project Title:</b> <b>Contract No. :</b>			<b>Task Authorization</b> <b>No. _____ .</b>	
<b>Basis of Payment:</b> As per Annex F - Basis of Payment <b>Method of Payment:</b> As specified in Annex G - Terms of Payment, section TP4 - Method of Payment.			<b>Task Authorization</b> <b>Revision No. _____ .</b>	
<b>From:</b>  Attn:  Tel: Fax:		<b>Send Invoice to:</b> PUBLIC WORKS & GOVERNMENT SERVICES CANADA Telus Plaza North 5th Floor, 10025 Jasper Avenue Edmonton, Alberta T5J 1S6 Attention: Tel: Fax:		
Goods and Services Tax (GST) - See herein.		<b>Note:</b> Quote Contract Number and Project Number on your invoice		
<b>Start of the Work for a TA: Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.</b>				
Original Value \$		Increase or Decrease\$		Total Revised Value\$
Item No.	TA Work Description	Unit Price	GST or HST(\$)	Extended Price(\$)
1				
2				
3				
4				
5				
Work will be completed on or before :				
<b>The Contractor will prepare and submit a Quarterly Report to the Project Manager for review and concurrence of the utilization for confirmation and accuracy that will be agreed to by all three parties (Contractor/Departmental Representative &amp; Contracting Authority).</b>				
<b>Authorization(s):</b> 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;"> <div style="width: 45%;">           _____            Authorized PWGSC Departmental Representative         </div> <div style="width: 45%;">           _____            Date         </div> </div> <p>The PWGSC Departmental Representative limit is identified in the contract (&lt; \$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.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           _____            PWGSC Contracting Authority  <b>Contractor's Signature:</b> </div> <div style="width: 45%;">           _____            Date         </div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           _____            Individual Authorized to sign for the Contractor         </div> <div style="width: 45%;">           _____            Date         </div> </div>		<div style="margin-bottom: 20px;"> <b>Total Price (before taxes) \$</b> _____         </div> <div style="margin-bottom: 20px;"> <b>GST/HST Amount \$</b> _____         </div> <div> <b>Total Extended Price \$</b> _____         </div>		

**Section 2 - Potential Additional Work (P.A.W.) - (Will Form The Basis of Payment )  
(Work That Cannot Be Quantified Before Bid Closing or Before Contract Award)  
(Based on 10 hour work days, 7 days a week)**

**P1 - Labour**

**Note 1:** Firm Unit/Lump Sum Prices - Until April 1, 2014 and Subsequent Years to December 2015 are Subject to CPI Provisions

**Note 2:** Unit rates are to include contingency for approved overtime as all overtime hours shall be charged out at the unit rate listed in this table.

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
P1.1	Superintendent	hours	170	\$	\$
P1.2	Labourer	hours	340	\$	\$
P1.3	Haz-mat Labourer	hours	340	\$	\$
<b>Total for P1 - Labour (GST Extra)</b>					<b>\$</b>

**P2 - Equipment**

**Note 1:** Contractor will be paid equipment rates in accordance with Alberta Roadbuilders and Heavy Construction Association Rental Rates Guide & Membership Roster handbook in it's latest edition for the duration of the contract.

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
P2.1	Equipment, operator, ATV, trailer for additional hazmat work, demolition, debris consolidation or soil treatment work	provisional cost sum	1		\$200,000
<b>Total for P2 - Equipment (GST Extra)</b>					<b>\$200,000.00</b>

**P3 - Materials and Services**

Item	Section	Description	Unit	Estimated Quantity	Unit Price	Total Price
P3.1		Operation and maintenance of camp including cook, medic, wildlife monitor, and any other support personnel.	days	20	\$	\$
P3.2	01 11 00	Emergency aircraft flights, Materials, Supplies, etc.	provisional cost sum			\$150,000
						@
			Total Profit at a firm Fixed Percentage			%
			+			+
			Total Profit			\$
			=			=
			Total cost this item			\$
Total for P3 - Materials and Services(GST Extra)						\$

**Bid Summary**

<b>Proposed Basis of Pricing - Summary of Estimated Prices</b>	
<b>Total - Estimated Price - BOP - Section 1 (GST Extra)</b>	\$ _____
<b>Total - Estimated Price - BOP - Section - 2 - P1 to P3(GST Extra)</b>	\$ _____
<b>Sub-Total - Estimated Price - BOP - Section - 1 and 2 (GST Extra)</b>	\$ _____
<b>GST Extra @ 5%</b>	\$ _____
<b>Total Estimated Price - Sections 1, 2 (GST Included)</b>	\$ _____

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

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## **Annex "G"**

### **Terms of Payment**

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## 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 Limitation of Expenditure

- 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**





**1.1.4 Guarantee Of Inuit Content For Contracting****Estimated Value Of Inuit Content For Contracting -  
% Inuit Sub-Contractor/Business Content**

Total Estimated Cost For Supplies/Materials, Equipment And  
Services Procured From Inuit Companies For This Project = \_\_\_\_\_ %  
 Total Estimated Cost For This Project

**Note:** The Inuit Content for Contracting is calculated by dividing the total dollar value of Inuit contracting content by the total dollar value of the contract for the time period specified. If the Prime Contractor is an Inuit firm, the total dollar value of Inuit contracting shall also include the Prime Contractor's share of the contract, which is the total dollar value of the contract minus the dollar value of all non Inuit subcontracts for the time period specified.

**1.1.5 Certification**

- 1.1.5.1** By submitting a bid, the Bidder/Contractor certifies that it's 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.

**1.1.6 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 Ennadai Lake, Former Weather Station, Nunavut, or other guarantee of funding, confirming ability to carry costs until such time as payment can be made.

**1.2 Certifications Precedent to Contract Award**

The certifications listed herein as 1.3 Joint Venture and 1.4 Contractor's Representative 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 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.)

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(c) Procurement Business Number of the Joint Venture

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### 1.4 Contractor's Representative

Name:

Company:

Address:

Telephone: ( ) -

Facsimile: ( ) -

E-mail address:

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**1.5 Name and Location of Designated Licensed Waste Facility Certification**

Bidders are to identify and provide the name and location of the licensed waste facility they will be shipping to and disposing of hazardous/non-hazardous waste(s) for this project as follows:

Name: \_\_\_\_\_

Location: \_\_\_\_\_

Facility License No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

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(Name - Print)

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(Signature of Authorized Officer)

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(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 2.4.3 and 2.4.9 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 <b>Best Overall Bid</b>
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 by more than 15%.

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

## 2.4 Technical Bid Evaluation

ITEM	CATEGORY	Available Points
<b>2.4</b>	<b>Technical Bid (TB)</b>	
<b>2.4.1</b>	<b>Clear, Concise and Complete Proposal</b> Provided a clear, concise and complete proposal that is well organized. All criteria were addressed in the order outlined in the RFP and in sufficient depth so as to indicate a clear understanding of the requirements and services to be provided.	<b>10</b>
<b>2.4.2</b>	<b>Project Understanding</b> Demonstrated overall environmental stewardship and understanding of the unique nature of the project, scope of the work, relative to, but not limited to the constraints of working in a remote northern location with potentially limited support and access. Clearly identified the key logistical and environmental challenges associated with the proposed work with limited access.	<b>10</b>
<b>2.4.3</b>	<b>Mobilization, Demobilization and Logistical considerations</b> Provided a detailed description on how all equipment, fuel, materials, waste containers, supplies and personnel proposed for use at the sites will be transported to and from the sites. Included discussion on, but not limited to the following topics:  <b>Mobilization &amp; Demobilization</b> <ul style="list-style-type: none"> <li>• Provided a list of equipment and supplies to be brought to the site, supported by photos, condition and age/hours of heavy equipment.</li> <li>• Identified and described sea, air and/or overland transportation to the site.</li> <li>• Identified back-up plan if proposed plan has limitations, with decision framework for when back-up plan would be implemented.</li> <li>• Provided details of fuel management, including expected volumes, transportation, storage and transfer.</li> <li>• Provided a detailed description of demobilization, identifying equipment removal and close-out of site</li> <li>• Provided a detailed methodology of site improvements to be undertaken with respect to access routes and airstrip.</li> <li>• Included details on stream crossing(s) and the decommissioning of the access routes at the end of the project.</li> <li>• Outlined risks and provided mitigation measures associated with this task.</li> <li>• Demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task.</li> <li>• Provided details of health and safety considerations specific to this task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task, under both routine and emergency conditions, and outlined mitigation measures.</li> </ul>	<b>60</b>  <b>Min.Pass Mark this criteria 60% (or 36 points)</b>

ITEM	CATEGORY	Available Points
	<b>Technical Bid (TB)</b>	
<b>2.4.4</b>	<p><b>Supply, Operation and Maintenance of Camp Facilities</b>            Provided details on camp operations and facilities and services to be provided. Included discussion on, but not limited to the following topics for each camp to be established:</p> <ul style="list-style-type: none"> <li>• Provided a description, location and conceptual layout of camp facility.</li> <li>• Provided capacity at the camp(s), number of personnel, working hours, crew rotations, and flights.</li> <li>• Provided source(s) of domestic water and proposed treatment process if needed during operating season and during startup/shutdown. Included estimated daily consumption and total volume of water needed from each source.</li> <li>• Provided details of wastewater management plan &amp; solid waste management plan.</li> <li>• Provided details on the communications system.</li> <li>• Provided details of the Wildlife Safety management plan.</li> <li>• Outlined provisions for the Departmental Representatives at the camp.</li> <li>• Outlined the risks and provided mitigative measures associated with this task.</li> <li>• Demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task.</li> <li>• Provided details of health and safety considerations specific to this task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task, including plans for providing emergency medical support and evacuation.</li> </ul>	<b>60</b>

ITEM	CATEGORY	Available Points
	<b>Technical Bid (TB)</b>	
<b>2.4.5</b>	<p><b>Contaminated Soil</b>            Provided a detailed methodology of the management of contaminated soil.            Included at minimum, but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Provided details on the methodology for excavation of contaminated soils.</li> <li>• Provided details on the containerization, transportation and disposal of contaminated soils for the soil volumes designated for offsite disposal, and identified the disposal location and provided a letter from the facility confirming their acceptance of the proposed waste streams.</li> <li>• Provided details of the methodology for land farm construction and decommissioning.</li> <li>• Provided details on the PHC soil treatment methodology and included discussion on expected time requirements.</li> <li>• Outlined the risks and provided mitigative measures associated with this task.</li> <li>• Demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task.</li> <li>• Provided details of health and safety considerations specific to this task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task, including PPE requirements.</li> </ul>	<b>55</b>

ITEM	CATEGORY	Available Points
	<b>Technical Bid (TB)</b>	
<b>2.4.6</b>	<p><b>Hazardous Waste</b>            Provided details on how hazardous materials will be collected, stored and transported for disposal. Included discussion on, but not limited to the following topics:</p> <ul style="list-style-type: none"> <li>• Include the type of containers proposed for the hazmat and a general description of how the material will be secured, labeled and tracked.</li> <li>• Identified the means of transport for the off-site disposal.</li> <li>• Provided details on temporary storage and staging of containerized hazardous materials.</li> <li>• Identified and provided written confirmation of the Designated Hazardous Waste Disposal Facility where hazardous waste will be taken.</li> <li>• Provided details and methodology of building demolition and materials processing area.</li> <li>• Outlined the risks and provided mitigative measures associated with this task.</li> <li>• Demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task.</li> <li>• Provided details of health and safety considerations specific to this task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task.</li> </ul>	<b>55</b>

ITEM	CATEGORY	Available Points
	<b>Technical Bid (TB)</b>	
<b>2.4.7</b>	<p><b>Landfill Construction and Processing of Non-Hazardous Debris</b></p> <p>Provided details on how non-hazardous waste will be collected, consolidated and transported to the onsite landfill. Included discussion on, but not limited to the following topics:</p> <ul style="list-style-type: none"> <li>• Provided detailed methodology for the construction and operation and closure of the onsite landfill.</li> <li>• Included methodology and locations for separation of waste streams, consolidation and volume minimization.</li> <li>• Outlined the risks and provided mitigative measures associated with this task.</li> <li>• Demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task.</li> <li>• Provided details of health and safety considerations specific to this task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task.</li> </ul>	<b>50</b>
<b>2.4.8</b>	<p><b>Barrel and Tank Processing</b></p> <p>Provided details on the methodology for barrel sampling and processing. Included discussion on, but not limited to the following topics:</p> <ul style="list-style-type: none"> <li>• Provided details of drum sampling plan.</li> <li>• Provided details and methodology for the handling and volume minimization (cutting, crushing or shredding) of barrels and tanks, consolidation, processing or transferring of barrel and tank contents, cleaning of barrels and proposed treatment system for process water.</li> <li>• Outlined the risks and provided mitigative measures associated with this task.</li> <li>• Demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task.</li> <li>• Provided details of health and safety considerations specific to this task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task.</li> </ul>	<b>50</b>

ITEM	CATEGORY	Available Points
	<b>Technical Bid (TB)</b>	
<b>2.4.9</b>	<p><b>Schedule</b> Prepared a schedule of activities that illustrated the duration of each of the major tasks. Included discussion on, but not limited to the following topics:</p> <ul style="list-style-type: none"> <li>Each task was broken down into sufficient sub tasks so that project progress can be easily monitored by the Departmental Representative.</li> <li>Identified the critical path of activities within the schedule and what "float" is included within the duration of the specified activities.</li> <li>The schedule clearly indicated the sequence of work activities.</li> <li>The schedule had time allocated to perform Potential Additional Work (PAW) activities as estimated in the tender documents.</li> <li>Provided written assurance that the proposed schedule will be adhered to and that time and associated operating expenses required to perform the known contract work in addition to the proposed schedule is at contractor's cost.</li> </ul>	<p><b>60</b></p> <p><b>Min.Pass Mark for this criteria 60% (or 36 points)</b></p>
	<b>Maximum Total Points Available</b>	<b>400</b>
	<b>Minimum Points Acceptable Overall Under Technical Bid - Pass Mark for overall technical = 60% (or 240 points)</b> <b>Pass Mark for item 2.4.3 = 60% (or 36 points)</b> <b>Pass Mark for item 2.4.9 = 60% (or 36 points)</b>	<b>240</b>
	<b>Total Points Awarded - Technical Bid</b>	

## 2.5 Management and Organizational Evaluation

ITEM	CATEGORY	Available Points
2.5	Management and Organization Bid (MOB)	
2.5.1	<p><b>Company/Joint Venture/ Consortium Qualifications and Experience</b></p> <p>Provided details on the qualifications on the company/joint venture/consortium, historical background demonstrating experience specifically related to similar scope of work activities at remote northern locations. Included details of company's Health and Safety Management System and/or Certificate of Recognition or equivalent.</p>	20
2.5.2	<p><b>Client References</b></p> <p>Provided evidence of up to three (3) similar remediation projects successfully undertaken by the company which included key members of the proposed project team. Clearly identified the project team, their roles, the project objectives, scope of services, budget, completion date and deliverables.</p> <p>As well, provided client letters of reference for each of the projects identified. Provided reference letters that are signed and dated by the Client. The signature dates were within the tender period of this project.</p> <ol style="list-style-type: none"> <li>1. Extent to which bidder delivered services on time</li> <li>2. Extent to which bidder delivered services on budget</li> <li>3. Extent to which bidder met objective of the project</li> </ol> <p>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.</p>	20

ITEM	CATEGORY	Available Points
	<b>Management and Organization Bid (MOB)</b>	
2.5.3	<p><b>Qualifications of Key Individuals</b></p> <p>Provided 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.</p> <p><b>A. Project Manager &amp; back-up 20/10</b></p> <ul style="list-style-type: none"> <li>- Demonstrated experience managing remediation projects similar in scale and scope to the proposed project.</li> <li>- Experience included financial and schedule control, liaison with client.</li> </ul> <p><b>B. Site Superintendent and cross-shift 25/20</b></p> <ul style="list-style-type: none"> <li>- Demonstrated experience managing personnel in a remote camp setting.</li> <li>- Experience included site superintendent experience on remediation projects similar in scope to the proposed project.</li> </ul> <p><b>C. Onsite and Offsite Health &amp; Safety Coordinator 10/10</b></p> <ul style="list-style-type: none"> <li>- Demonstrated experience working in remote areas on remediation projects similar in scope to the proposed project.</li> <li>- Experienced in developing and implementing site specific health and safety programs for remediation projects</li> </ul> <p><b>D. Hazardous Waste Specialist 15</b></p> <ul style="list-style-type: none"> <li>- Demonstrated field experience on remediation projects similar in scope to the proposed project.</li> <li>- Experience included the identification, sampling, characterization, containerization and transportation and disposal of hazardous materials.</li> </ul> <p><b>NOTE:</b> Back-up personnel are personnel assigned to the project if the identified personnel are not available due to illness, change in employment, etc.</p> <p>Cross-shift personnel are personnel who will regularly replace the identified personnel for shift changes during the site work.</p>	110

ITEM	CATEGORY	Available Points
	<b>Management and Organization Bid (M.O.B.)</b>	
<b>2.5.4</b>	<b>Organization Chart</b>  Submitted a detailed Organization Chart of the Project Team showing AANDC, PWGSC, Departmental Representative, Contractor's Staff, Sub-Contractors. <ul style="list-style-type: none"> <li>· Included all of the resource elements including Contractor personnel and subcontractors.</li> <li>· Identified who will be responsible for overall control and for the provisions for controlling costs and conformance to the Statement of Work.</li> <li>· Clearly identified lines of communication for all parties.</li> </ul>	<b>10</b>
	<b>Maximum Total Points Available</b>	<b>160</b>
	<b>Minimum Points Acceptable Overall Under Management and Organization Bid - Pass Mark = 60% (or 96 points)</b>	<b>96</b>
	<b>Total Points Awarded - Management and Organization Proposal</b>	

## 2.5 Aboriginal Opportunities Consideration (AOC)

ITEM	CATEGORY	Available Points
2.5	Aboriginal Opportunities Consideration (AOC)	Weight
*The impacted area of the contract is considered the area within the Nunavut Settlement Area as defined in the Nunavut Land Claims Agreement.		
2.5.1	<b>Training:</b> Bidder has provided an undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit people from the impacted area of the contract at no additional cost under this project. "Training and Apprenticeship": is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.	25
2.5.2	<b>Inuit Labour Recruitment:</b> Bidder included a firm guarantee to use Inuit employment content from the impacted region in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless whether they are Prime Contractor staff and/or Sub-contractor staff.  0 - 49% - of total labour hours - 0 points 50 - 59% - of total labour hours - 20 – 25 points 60 - 84% - of total labour hours - 26 – 55 points 85 - 100% - of total labour hours - 56 – 60 points	60
2.5.3	<b>Nunavut Offices:</b> Having head offices, staffed administrative offices or other facilities in the Nunavut Settlement Area.	15
2.5.4	<b>Sub-contractors/Suppliers:</b> Bidder Included a firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the impacted area of the contract associated with the project. Ranges are based on expenditures for equipment associated, supplies and/or services as a <b>percentage of the total estimated cost for the remediation contract</b> not the number of businesses used. 0 - 39% - 0 – 10 points 40 - 59% - 11 – 20 points 60 - 79% - 21 – 30 points Greater than 80% 31 – 40 points  <b>Note:</b> if the Prime Contractor is an Inuit owned business, the total dollar value of the Inuit contracting shall also include the contractor's share of the remediation contract	40
	<b>Maximum Points Available Under AOC (NO MIN. PASS MARK)</b>	140
	<b>Total Points Awarded - Under AOC</b>	

**Notes:** Upon award, the Contractor will submit a written plan of consultations, measures and procedures taken to deliver on the Inuit Employment and Business commitments made in the bid.

### Evaluation Summary

	<b>Total Points Available - TB:</b>	<b>400</b>
	<b><u>Minimum Points Required - Pass/Fail:</u></b>	
	Overall TB - (60% or 240/400 pts) - PASS/FAIL	
	2.4.3 of TB - (60% or 36/60 points) - PASS/FAIL	
	2.4.9 of TB - (60% or 36/60 points) - PASS/FAIL	
	<b>Total Points Available - MOB:</b>	<b>160</b>
	<b><u>Minimum Points Required - Pass/Fail:</u></b>	
	Overall MOB - (60% or 96 pts) - PASS/FAIL	
	<b>Total Points Available - AOC:</b> (No minimum Pass/Fail)	<b>140</b>
	<b>Total Overall Points Achieved - All Bid Sections</b>	
	<b>Total Overall Points Available - All Bid Sections</b>	<b>700</b>
	<b>Contractor Selection - Assessed Best Value = Merit + Cost</b>	
	<b>Merit: Bidder's Overall Total Point Score/Total Points Available X 60</b>	<b>60</b>
	<b>Merit Score</b>	
	<b>Cost : Lowest Total Estimated Cost/Bidder's Total Estimated Cost X 40</b>	<b>40</b>
	<b>Cost Score</b>	
	<b>Assessed "Best Value" Total Score</b>	<b>100</b>
	<b>Total "Best Value" Score</b>	

Solicitation No. - N° de l'invitation

EW699-133161/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ncs002

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC

NCS-2-35420

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## **Annex “J”**

### **Inuit Employment Incentive and Penalty Checklist**

**INUIT EMPLOYMENT INCENTIVE AND PENALTY CHECKLIST****PROJECT: REMEDIATION OF ENNADAI LAKE, FORMER WEATHER STATION, 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	<p><b>Guaranteed Onsite Inuit employment target met, exceeded or fell short?</b></p> <ul style="list-style-type: none"> <li><b>Met</b> - No applicable penalty or bonus.</li> <li><b>Exceeded</b> - 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;</li> </ul> <p><b>Proceed to Table 1A</b></p> <ul style="list-style-type: none"> <li><b>Shortfall</b> - Contractor may be penalized up to 1% of the final contract value</li> </ul> <p><b>Proceed to Table 2A</b></p>		
5	<p><b>Guaranteed Inuit Sub-contracting/Supplier target met, exceeded or fell short?</b></p> <ul style="list-style-type: none"> <li><b>Met</b> - No applicable penalty or bonus.</li> <li><b>Exceeded</b> - 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;</li> </ul> <p><b>Proceed to Table 1B</b></p> <ul style="list-style-type: none"> <li><b>Shortfall</b> - Contractor may be penalized up to 1% of the final contract value</li> </ul> <p><b>Proceed to Table 2B</b></p>		
6	<b>COMMENTS:</b>		

TABLE 1A - ASSESSMENT OF ONSITE INUIT LABOUR INCENTIVE BONUS			
ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<b>INCREASED ONSITE INUIT LABOUR:</b>  <b>Note:</b> 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"> <li>0 - 33% of total onsite labour hours                      0 - 15 points</li> <li>34 - 66 % of total onsite labor hours                      16 - 45 points</li> <li>67 - 100 % of total onsite labour hours                      46 - 60 points</li> </ul>	60	
2	<b>CONTRACTOR DUE DILIGENCE:</b>  Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase the onsite Inuit labour targets. <b>Points awarded for contractor due diligence based on the following scale:</b> <ul style="list-style-type: none"> <li>0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the targets.</li> <li>21-30 points - Contractor demonstrated moderate effort while attempting to increase the Inuit targets.</li> <li>31-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit targets.</li> </ul>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<b>RECOMMENDED INUIT LABOUR INCENTIVE BONUS</b> (final contract value) x 1% x (total assessed score/100)	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<b>SIGNATURE OF EVALUATION PANEL:</b> <ul style="list-style-type: none"> <li>Departmental Representative (PWGSC): _____</li> <li>Project Lead (AANDC): _____</li> <li>Contracting Officer (PWGSC): _____</li> </ul>		

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

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

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