

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada**
Room 910 - 410 22nd Street East
Saskatoon
Saskatchewan
S7K 5T6

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Construction Management Services	
Solicitation No. - N° de l'invitation EW702-121237/A	Date 2012-10-19
Client Reference No. - N° de référence du client INAC-20121237	
GETS Reference No. - N° de référence de SEAG PW-\$GMP-004-6010	
File No. - N° de dossier GMP-1-34140 (004)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-03	Time Zone Fuseau horaire Central Standard Time CST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Okemaysim, Tammy	Buyer Id - Id de l'acheteur pwt104
Telephone No. - N° de téléphone (306) 975-6583 ()	FAX No. - N° de FAX (306) 975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Public Works and Government Services Canada Giant Mine Yellowknife, NT	

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/Réception
des soumissions Travaux publics et Services gouvernementaux
Canada
Room 1650, 635 8th Ave. S.W.
Calgary
Alberta
T2P 3M3

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

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SPECIAL INSTRUCTIONS TO BIDDERS

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SI01 PROPOSAL DOCUMENTS

1) The following are the proposal documents:

- (a) Request for Proposals - Page 1;
- (b) Special Instructions to Bidders;
- (c) Supplementary Conditions;
- (d) General Instructions to Bidders;
- (e) Submission Requirements and Evaluation, and
- (f) Annex A - Terms of Reference
- (g) Annex B - PWGSC Procedures and Standards document
- (h) Appendix A - Price Proposal Form
- (i) Appendix B - Estimated Construction Projects Costs
- (j) Appendix C - Division 01 General Requirements
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- (l) Appendix E - Aboriginal Employment Incentive and Penalty Conditions
- (m) Appendix F - Aboriginal Employment Incentive and Penalty Evaluation
- (n) Appendix G - Application of AOC to Tendered Work Packages
- (o) Any amendments issued prior to solicitation closing

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

2) Code of Conduct Certifications - Certifications Required Precedent to Contract Award

- a. The text under Subsection 4 of GI01 - Code of Conduct and Certifications - Bid of R2710T referenced above is replaced by:

4. Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

- b. The text under Subsection 5 of GI01 - Code of Conduct and Certifications - Bid of R2710T referenced above is replaced by:

5. The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

SI02 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the bid solicitation and resulting contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: Standard Acquisition Clauses and Conditions.

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

SI03 DEFINITION OF BIDDER

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods or services or construction. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"A joint venture" is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. In order to avoid any conflict of interest, or any perception of conflict of interest, no person or entity acting as an individual Construction Manager or as part of a joint venture Construction Manager, and anyone not at arms length to the Construction Manager, shall be eligible to submit bids for any construction tenders issued for work tendered as part of the Giant Mine Project, Construction Management Contract. For further clarity, an entity acting as an individual Construction Manager or as part of a joint venture Construction Manager will be deemed to have a Conflict of Interest that would prevent it from being eligible to submit bids for any tenders issued in connection with the Project. This does not limit the Construction Manager's ability to use its own forces when permitted by the Departmental Representative as is outlined in SC02 Soliciting Bids.

SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this Request for Proposals must be submitted in writing to the Contracting Officer named on the Request for Proposals - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI16 of the General Instructions to Bidders, enquiries should be received no later than ten (10) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided.
- 2) To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this Request for Proposals sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Request for

Proposals - Page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.

SI05 OPTIONAL SITE VISIT

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site.

- 1) There will be an optional site visit on November 7, 2012 at 10:00 am. Registered attendees are to meet at Public Works and Government Services Canada, Greenstone Building, 5101 - 50 Ave., Yellowknife. Arrangements for lunch on site have been made and a Bidders Conference will follow.
- 2) Attire - It is mandatory that all persons attending the site visit have the proper safety footwear (CSA approved green patch) . Hard hats and safety glasses are also required. **Contractor personnel/individuals who do not have the proper safety attire will be denied access to the site.**
- 3) Interested bidders are to register and confirm their attendance with the Contracting Authority no later than 2:00 P.M. C.S.T., November 1, 2012.

E-mail: Tammy.Okemaysim@pwgsc-tpsgc.gc.ca or via telephone at 1-306-975-6583
- 4) Non-registered bidders will not be taken to or be allowed on the site.
- 5) Due to limited space, each company attending will be limited to two (2) representatives.
- 6) All travel and living costs associated with travel to Yellowknife for the purpose of attending the Optional Site Visit and Bidders Conference will be borne by the Contractor or their representative.

SI06 LATE SUBMISSIONS

It is PWGSC policy to return, unopened, submissions delivered after the stipulated closing date and time.

SI07 PROPOSAL VALIDITY PERIOD

- 1) Canada reserves the right to seek an extension to the proposal validity period prescribed in BA06 of the Price Proposal Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
- 2) If the extension referred to in paragraph 1) of SI07 is accepted, in writing, by all those who submitted proposals, then Canada shall continue immediately with the evaluation of the proposals and its approvals processes.
- 3) If the extension referred to in paragraph 1) of SI07 is not accepted in writing by all those who submitted proposals then Canada shall, at its sole discretion, either
 - (a) continue to evaluate the proposals of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the request for proposals.

- 4) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI12 of the General Instructions to Bidders

SI08 CONDUCT OF EVALUATION

- 1) In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - (c) request, before award of any contract, specific information with respect to bidders' legal status;
 - (d) Conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the solicitation;
 - (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern;
 - (f) verify any information provided by bidders through independent research, use of any government sources or by contacting third parties;
 - (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

SI09 COMPREHENSIVE LAND CLAIMS AGREEMENT

TLICHO LAND CLAIM AND SELF-GOVERNMENT AGREEMENT:

The area of the contract is within the Mōwhi Gogha Dè Nīṭāàè area, as defined in the Tlicho Land Claims and Self-Government Agreement, and proximate to Yellowknife and Akaitcho Dene First Nation.

The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The benefits that apply are contained in: Chapter 26, the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a).

SI10 DEBRIEFING

A debriefing will be provided, on request, only following entry by PWGSC into a contractual arrangement with the successful Proponent. Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

SI11 COMMUNICATIONS NOTIFICATION

The Government of Canada requires the successful bidder to notify the Contracting Officer named on the Request for Proposal - Page 1 in advance of their intention to make public an announcement related to the award of a contract.

SI12 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

[Http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494§ion=text#appL)

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

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

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

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

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual

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

Schedules of Wage Rates for Federal Construction Contracts

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

SUPPLEMENTARY CONDITIONS

- SC01 Changes to Contract Documents
- SC02 Soliciting Bids
- SC03 Determination of Construction Cost
- SC04 Security Requirement for Canadian Contractors

SC01 CHANGES TO CONTRACT DOCUMENTS

- 1) R2810D: Add the following sub-paragraph 1) (g) under GC1.2.2

(g) Terms of Reference

- 2) R2850D: Replace sub-paragraph 1) (a) under GC5.4 with the following:

(a) a monthly progress report, as defined in Section 2.9.3.4 of the Terms of Reference, and

R2850D: The following paragraph is added to GC5.4:

6. The portion of the Work done under the Fixed Fee shall be invoiced in equal monthly installments over the duration of the Contract.

R2850D: Add New section GC1.14 "Progressive Release of Holdback for Subcontract Work"

GC1.14 Progressive Release of Holdback for Subcontract Work

- 1) When a Subcontractor has reached Substantial Performance of the Work for its portion of the Work, the Construction Manager shall obtain from that Subcontractor and deliver to the Prime Consultant and Canada a certificate of Substantial Performance of the Work in accordance with GC5.5.
- 2) Upon the Construction Manager providing evidence satisfactory to Canada that the amount that the Construction Manager retained from a Subcontractor as a holdback for the value of the Work actually performed under the Subcontractor's subcontract, has been paid to such Subcontractor, the amount that Canada retains as holdback from the Construction Manager shall be reduced by the same amount and may be applied for in an application for progress payment, if:
 - (a) a certificate of Substantial Performance of the Work is issued for such subcontract.
- 3) The Construction Manager shall ensure that all Work and Materials are protected throughout the duration of the Work, and shall be responsible for the correction of Deficiencies and for any Work not performed, regardless of whether such Deficiencies or incomplete Work were apparent when a certificate of Substantial Performance of the Work was issued.

R2850D: Add New section GC1.15 "Supplemental Invoicing Instructions" :

GC1.15 Supplemental Invoicing Instructions

The Contractor's invoice shall show the following, as separate items:

- (a) the amount being claimed for the Monthly Fixed Fee excluding GST/HST;
- (b) the amount being claimed for Work satisfactorily performed excluding GST/HST;
- (c) the amount being claimed as the CM's percentage fee on Work satisfactorily performed excluding GST/HST;
- (d) the amount being claimed for bonding and insurance;
- (e) the amount being claimed in accordance with the AOC penalty or incentive;
- (f) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
- (g) the total amount which shall be the sum of the amounts referred to in (a), (b), (c), (d) and (e) above.

- 3) R2860D: GC6.4 is replaced in its entirety with the following:

GC6.4 Determination of Price

- 1) Any adjustment to the price of the Work that is resulting from a change in the Work pursuant to GC6.1 will represent all reasonable and proper costs including delay incurred by or savings accruing to the Contractor in respect of the labour, Plant and Material that are payable as Construction Costs.
- 2) If the final price of the Work, excluding the Contractor's fees, is not within 75 and 125 percent of the Estimated Construction Cost, either party to the Contract may request to negotiate a change in the Contractor's Percentage Fee for the Work outside of these thresholds if:
 - a) there is a demonstrable difference between the cost to the Contractor of performing the Work for the Estimated Construction Cost and the cost to the Contractor of performing the Work for the actual Construction Cost; and,
 - b) if the difference in cost is due solely to the difference in actual and estimated Construction Costs.

The onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation. In no event shall the total amount paid as the Contractor's Percentage Fee, amended as a result of a reduction in the price of the Work, exceed the amount that would have been payable to the Contractor had the price of the Work actually accounted for 75 percent of the Estimated Construction Cost.

- 3) The amount of the Contract shall be the final sum of the Fixed Fee, the actual Construction Cost, the Percentage Fee and any adjustments that are made in accordance with the Contract.

SC02 SOLICITING BIDS

- 1) In subcontracting for the construction the Construction Manager shall:
 - a) In association with the Consultant, prepare tender and contract documents that clearly set out the requirements for materiel and services;
 - b) Apply the Aboriginal Opportunities Consideration (AOC) section into each tender package as per Appendix G;
 - c) Manage subcontractors and ensure they provide the required services in a manner consistent with the terms and conditions of this Contract and achieve timely delivery of quality services at the lowest cost;
 - d) Establish quality and performance requirements and monitor subcontractor performance, including quality of deliverables, adherence to schedules and costs;
 - e) Provide for dispute resolution, initiation of subcontract amendments and payments; and
 - f) Respond diligently to any industry or PWGSC enquiries concerning the awarding of subcontracts and inform PWGSC of any unresolved enquiries in a timely manner.

- 2) As an independent entity, the Construction Manager will Select its own subcontractors. It is most important that these selection processes are fair, open and transparent and that all qualified subcontractors have the opportunity to be considered for the construction work. The Department believes that competitive bidding and open tendering processes will yield the best value at lowest cost for subcontracted services. The Construction Manager shall obtain open, fair and competitive bids for the subcontracts required for each portion of the Work in accordance with the following requirements:
 - a) For subcontracts estimated at less than \$25,000.00 including Goods and Services Tax, they may be non-competitively tendered to qualified suppliers or performed by the CM contractor's own forces only upon the written approval of the Departmental Representative. Details of how the Aboriginal Opportunities Consideration (AOC) will be incorporated into the solicitation must be provided.
 - b) For subcontracts estimated between \$25,000 and \$99,999, including Goods and Services Tax, they will be required to solicit at least two bids competitively and provide details of how the Aboriginal Opportunities Consideration (AOC) will be incorporated into the solicitation. Upon written approval of the Departmental Representative the requirement to solicit a minimum of 2 bids may be set aside or performed by the CM contractor's own forces if it can demonstrate to the Departmental Representative that less than 2 firms are capable of or willing to perform the work.
 - c) For subcontracts estimated at \$100,000 or more, including Goods and Services tax:
 - i. Notify PWGSC of the preferred procurement approach (Invitation to Tender or Request for Proposal) and provide details of how the Aboriginal Opportunities Consideration (AOC) will be incorporated into the solicitation. The methodology used in the AOC section may be a point rating within the Request for Proposal (RFP) technical evaluation or a relative cost reduction within an Invitation to Tender (ITT) procurement process.
 - ii. Advertise publicly through MERX™ Private, in accordance with open bidding procedures
 - iii. The public advertisement shall include, at a minimum, a description of the nature of the Work to be performed, information regarding any technical requirements, financial guarantees or other documentation to be provided with the bid, the completion date for the Work, the address of the bid closing location and the final date and time for receiving bids, the identification of a contact point for obtaining

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- bid documents and from which further information may be obtained, the date, time and place of the public opening of the bids.
- iv. Tender documentation shall include all of the public advertisement information, as well as identification of the bid validity period, the evaluation criteria for awarding the contract including the AOC and any factors other than price to be considered in the evaluation of bids, the terms of payment and any other terms or conditions.
 - v. During the solicitation the Construction Manager shall reply promptly to any request for bid documents or any reasonable request for relevant information made by a supplier participating in the tender, on condition that such information does not give the supplier an advantage over its competitors.
 - vi. To ensure consistency and quality of the information provided to Bidders, the Construction Manager shall ensure that any clarification, response to a bidder question or clarification information is provided to all potential bidders.
- d) The receipt and opening of bids and the awarding of contracts must be consistent with the following:
- i. Bids must be opened in the presence of a least two representatives of the Construction Manager, as well a representative of Canada must be invited to attend, all of whom will act as witnesses to the opening by verifying and signing the Record of Bids received.
 - ii. Contracts shall be awarded in accordance with the requirements specified in the notices and bid documentation, and must be submitted by a supplier that complies with the terms and conditions of the bid documents.
 - iii. The Construction Manager shall, upon request, promptly inform suppliers participating in the bid of decisions on contract awards.
- e) The Construction Manager shall:
- i. Document any deviation from the competitive subcontracting process, notify PWGSC in writing within three (3) business days of any such deviation, and make the documentation available to PWGSC upon request.
 - ii. Demonstrate to PWGSC that it has a competitive subcontracting process and a prequalification process, reflecting industry practices.
- f) The process for the evaluation of the bids shall consist of the following:
- i. Invite PWGSC to participate in, as an observer, the bid evaluation process.
 - ii. Evaluate bids in accordance with the criteria provided in the tender documents and document all results. Strengths and weaknesses should be documented for all proposals evaluated to substantiate the scores awarded to bidders.
 - iii. Upon completion of the evaluation process, the Construction Manger shall prepare a contract award recommendation. The format of the contract award recommendation is the responsibility of the Construction Manager, however, at a minimum; the recommendation must include copies of the following documents:
 - i) Prequalification Phase (if applicable) – copies of prequalification documents such as CCDC 11 - 1996 (R2006) Contractor's Qualification Statement or equivalent, the list of contractors submitting applications for prequalification and the results of the evaluation of prequalification submissions
 - ii) Tender Phase: copies of all bids received, verification (e.g. A time stamp) that bids were received on time prior to the time scheduled for bid closing, a copy of the Record of the bid

opening, properly witnessed, a copy of the MERX™ notice, a summary of all tenders received with their corresponding evaluation and/or bid amount breakdowns and totals, verification that bid security (if applicable) was provided with the bid, information on any tender qualifications or disqualifications; and identification of the supplier recommended for contract award with AOC commitments.

- 3) When PWGSC approves the expenditure and the procurement process, the Construction Manager shall prepare the subcontracts for execution. No award of subcontracts to a Subcontractor or performance of Work by the Construction Manager's Labour can proceed without an approved contract award recommendation by the Departmental Representative.
- 4) The Construction Manager, and anyone not at arm's length (as defined by the Canadian Revenue Agency in Document No. IT419R2 and No. IT-64R4 (Consolidate)) to the Construction Manager, shall be ineligible to submit bids for any construction tenders issued for work tendered as part of the Giant Mine Remediation Project, Interim Construction Management contract. For further clarity, the Construction Manager and anyone not at arm's length to the Construction Manager will be deemed to have a Conflict of Interest that would prevent it from being eligible to submit bids for any tenders issued in connection with the Project. This does not limit the Construction Manager's ability to use its own forces when permitted by the Departmental Representative in accordance with SC02 2(a).

SC03 DETERMINATION OF CONSTRUCTION COST

- 1) The price of any portion of the Work that is subcontracted shall be equal to the amount of the subcontract plus the applicable CM Percentage Fee.
- 2) Any adjustment to the amount of a subcontract shall require Canada's approval in writing. The CM shall not be entitled to any additional fees other than the Percentage Fee.
- 3) Any request for adjusting the amount of a subcontract shall be substantiated with a cost estimate breakdown itemizing all labour, material, and plant costs, and the amount of any allowance. The Contractor shall ensure that all prices included in the breakdown are fair and reasonable and in conformance with the following:
 - (a) Labour rates shall be established in accordance with applicable trade union agreements. Non-union labour rates shall be established in accordance with the General Fair Wage Clause of the Labour Conditions. All labour rates shall require approval by Canada in writing.
 - (b) The costs of all material and plant must represent the actual amount paid to suppliers and said costs are to include all applicable discounts.
 - (c) Allowances shall be negotiated by the Contractor for each change and shall represent the reasonable amount for the nature and complexity of each change.
- 4) The price of any portion of the Work that is not subcontracted or paid for as a Fixed Fee shall be equal to the actual cost of that portion of the Work plus the applicable Contractor's Percentage Fee.

GENERAL INSTRUCTIONS TO BIDDERS

- GI01 Completion of Bid
- GI02 Identity or Legal Capacity of the Bidder
- GI03 Goods and Services Tax/Harmonized Sales Tax
- GI04 Quebec Sales Tax
- GI05 Capital Development and Redevelopment Charges
- GI06 Composition of CM team
- GI07 Limitation of Submission
- GI08 Listing of Subcontractors and Suppliers
- GI09 Bid Security Requirements
- GI10 Submission of Bid
- GI11 Revision of Bid
- GI12 Rejection of Bid
- GI13 Bid Costs
- GI14 Procurement Business Number
- GI15 Compliance With Applicable Laws
- GI16 Approval of Alternative Materials
- GI17 Performance Evaluation
- GI18 Conflict of Interest - Unfair Advantage
- GI19 Financial Capability

GI01 COMPLETION OF BID

- 1) The bid shall be
 - (a) submitted on the Bid and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Bid and Acceptance Form that must be identical in content and format to the Bid and Acceptance Form provided through GETS;
 - (b) based on the Bid Documents listed in the Special Instructions to Bidders;
 - (c) correctly completed in all respects;
 - (d) signed by a duly authorized representative of the Bidder; and
 - (e) accompanied by
 - (i) bid security as specified in GI09; and
 - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the bid.
- 2) Subject to paragraph 6) of GI12, any alteration to the pre-printed or pre-typed sections of the Bid and Acceptance Form, or any condition or qualification placed upon the bid shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Bid and Acceptance Form by the Bidder shall be initialed by the person or persons signing the bid. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Bid Documents, facsimile copies of bids are not acceptable.

GI02 IDENTITY OR LEGAL CAPACITY OF THE BIDDER

- 1) In order to confirm the authority of the person or persons signing the bid or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this bid on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI03 GOODS AND SERVICES TAX/HARMONIZED SALES TAX

- 1) Bidders are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, and the GST/HST shall not be included when calculating the amount of any bid security or contract security that may be required. Any amount levied in respect of the GST/HST shall be billed as a separate item in a progress claim submitted by the Contractor, and shall be paid to the Contractor in addition to the amount approved by Canada for work performed under the Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

GI04 QUEBEC SALES TAX

- 1) The Federal Government is exempt from the Quebec Sales Tax (QST). Bidders shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Bidder should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

- 1) For the purposes of GC1.8, "Laws, Permits and Taxes", in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the bid amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 COMPOSITION OF CONSTRUCTION MANAGEMENT TEAM

- 1) By submitting a proposal, the Bidder represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Bidder has proposed any person who is not an employee of the Bidder, the Bidder warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

GI07 LIMITATION OF SUBMISSIONS

- 1) While there is no requirement for firms to participate in this procurement in joint venture, they may elect to do so if they see fit. However, only one submission per bidder will be accepted, whether it is submitted by a firm as an individual Bidder or by that firm as part of a joint venture Bidder. If more than one submission is received from a firm acting either individually or in joint venture, all such submissions shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the firm forms part.
- 2) A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
- 3) An arrangement whereby Canada contracts directly with a Contractor who may retain sub-contractors to perform portions of the work is not a joint venture arrangement. A sub-contractor may be proposed as part of the Construction Management Team by more than one Bidder.
- 4) Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no firm acting as an individual Bidder or as part of a joint venture Bidder, shall be proposed as a member of another Bidder's Team, either as a sub-contractor or as part of another joint venture Bidder. Failure to comply with this limitation will result in all submissions so involved being rejected.
- 5) Any joint venture must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

GI08 LISTING OF SUBCONTRACTORS AND SUPPLIERS

- 1) Notwithstanding any list of Subcontractors that the Bidder may be required to submit as part of the bid, the Bidder shall, within 48 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its bid.

GI09 BID SECURITY REQUIREMENTS

- 1) The Bidder shall submit bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount. The maximum amount of bid security required with any bid is \$2,000,000.
- 2) A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with original signatures and issued by an approved company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
- 3) A security deposit shall be an original, properly completed, signed where required and be either
 - a. a bill of exchange, bank draft or money order made payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada
- 4) For the purposes of subparagraph 3. a. of GI09

- a. a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a sum certain of money to, or to the order of, the Receiver General for Canada;
 - b. if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 4.c. of GI09, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
 - c. An approved financial institution is
 - i. a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
 - ii. a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the "Autorité des marchés financiers";
 - iii. a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
 - iv. a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
 - v. Canada Post Corporation.
- 5) Bonds referred to in subparagraph 3. b. of GI09 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be
- a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bonds to the Receiver General for Canada in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal or as to principal and interest in the name of the Receiver General for Canada pursuant to the Domestic Bonds of Canada Regulations.
- 6) As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to Canada and the amount shall be determined in the same manner as a security deposit referred to above.
- 7) An irrevocable standby letter of credit referred to in paragraph 6) of GI09 shall
- a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf,

- i. is to make a payment to, or to the order of, the Receiver General for Canada as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the Receiver General for Canada;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- b. state the face amount which may be drawn against it;
 - c. state its expiry date;
 - d. provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the Departmental Representative identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600, Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - g. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- 8) Bid security shall lapse or be returned as soon as practical following
- a. the solicitation closing date, for those Bidders submitting non-compliant bids; and
 - b. the administrative bid review, for those Bidders submitting compliant bids ranked fourth to last on the schedule of bids; and
 - c. the award of contract, for those Bidders submitting the second and third ranked bids; and
 - d. the receipt of contract security, for the successful Bidder; or
 - e. the cancellation of the solicitation, for all Bidders.
- 9) Notwithstanding the provisions of paragraph 8 of GI09 and provided more than three compliant bids have been received, if one or more of the bids ranked third to first is withdrawn or rejected for whatever reason then Canada reserves the right to hold the security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.

GI10 SUBMISSION OF BID

- 1) The Bid and Acceptance Form, duly completed, and the bid security shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated on the Front Page "Request for Proposal" for the receipt of bids. The bid must be received on or before the date and time set for solicitation closing.
- 2) Unless otherwise specified in the Special Instructions to Bidders
 - (a) the bid shall be in Canadian currency;
 - (b) exchange rate fluctuation protection is not offered; and
 - (c) any request for exchange rate fluctuation protection shall not be considered.
- 3) Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
 - (a) Solicitation Number;
 - (b) Name of Bidder;
 - (c) Return address; and
 - (d) Closing Date and Time.
- 4) Timely and correct delivery of bids is the sole responsibility of the Bidder.

GI11 REVISION OF BID

- 1) A bid submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of bids, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall be on the Bidder's letterhead or bear a signature that identifies the Bidder.
- 2) A revision to a bid that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original bid submitted and all other compliant revision(s).

GI12 REJECTION OF BID

- 1) Canada may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2) Without limiting the generality of paragraph 1) of GI12, Canada may reject a bid if any of the following circumstances is present:
 - (a) the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - (b) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;

- (c) the Bidder is bankrupt or where for whatever reason, its activities are rendered inoperable for an extended period;
 - (d) evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - (e) evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - (f) with respect to current or prior transactions with Canada
 - i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the bidder, any of its employees or any subcontractor included as part of its bid; or
 - ii. Canada determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 3) In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(e) of G112, Canada may consider, but not be limited to, such matters as:
- (a) the quality of workmanship in performing the Work;
 - (b) the timeliness of completion of the Work;
 - (c) the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
 - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of G112, Canada may reject any bid based on an unfavourable assessment of the
- (a) adequacy of the bid price to permit the work to be carried out and, in the case of a bid providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - (c) Bidder's performance on other contracts.
- 5) Where Canada intends to reject a bid pursuant to a provision of paragraphs 1), 2), 3) or 4) of G112, other than subparagraph 2)(f) of G112, the contracting Authority will inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.

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- 6) Canada may waive informalities and minor irregularities in bids received if Canada determines that the variation of the bid from the exact requirements set out in the Bid Documents can be corrected or waived without being prejudicial to other Bidders.

GI13 BID COSTS

- 1) No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

GI14 PROCUREMENT BUSINESS NUMBER

1. Bidders are required to have a Procurement Business Number (PBN) before Contract award. Bidders may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Bidders may contact the nearest Supplier Registration Agent.

GI15 COMPLIANCE WITH APPLICABLE LAWS

1. By submission of a bid, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the bid and entry into any ensuing contract for the performance of the work.
2. For the purpose of validating the certification in paragraph 1) of GI15, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
3. Failure to comply with the requirements of paragraph 2) of GI15 shall result in disqualification of the bid.

GI16 APPROVAL OF ALTERNATIVE MATERIALS

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the bid shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the bid, an addendum to the bid documents shall be issued.

GI17 PERFORMANCE EVALUATION

- 1) Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
- 2) The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is used to record the performance.

GI18 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 1) In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:
 - (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.
- 2) The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- 3) Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

GI19 FINANCIAL CAPABILITY (A9033T 2012/07/16)

- 1) **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
 - c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:

- i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
- 2) 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.
- 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.
- 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.

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- 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.
- 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).
- 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 favor of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

SUBMISSION REQUIREMENTS AND EVALUATION

- SRE 1 General Information
- SRE 2 Technical Proposal Submission Requirements and Evaluation
- SRE 3 Aboriginal Opportunities Consideration
- SRE 4 Total Technical Score
- SRE 5 Price Evaluation
- SRE 6 Basis of Selection
- SRE 7 Certifications

SUBMISSION REQUIREMENTS AND EVALUATION

SRE 1 GENERAL INFORMATION

1.1 Submission of Proposals

- 1.1.1 Proposals are to be submitted following a "two-envelope" procedure in which Bidders submit technical aspects of their proposal and Aboriginal Opportunities Consideration (AOC) in one envelope and the proposed price and bid security in a second envelope.
- 1.1.2 Submit **one (1) original and four (4) copies** of the technical proposal and AOC in envelope one.
- 1.1.3 Submit one (1) signed original of the price proposal and bid security in a sealed envelope (envelope two).

1.2 Format of Proposals

- 1.2.1 The following proposal format information should be implemented when preparing the proposal:
 - a) Paper size should be - 216mm x 279mm (8.5" x 11")
 - b) Minimum font size - 11 point Times or equal
 - c) Minimum margins - 12 mm left, right, top, and bottom
 - d) Double-sided submissions are preferred
 - e) One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
 - f) The order of the proposals should follow the order established in the Request for Proposal SRE section
 - g) The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 2 is forty (40) pages. The following are not part of the page limitation:
 - i) Covering letter, index or section dividers not containing technical information
 - ii) Front page of the RFP and front page of solicitation amendments
 - iii) AOC certifications and AOC Proposals
 - iv) Price Proposal Form (Appendix "A")

Consequence of non-compliance: any pages which extend beyond the first 40 pages and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

1.3 Evaluation of Proposals

1.3.1. To be declared responsive, a bid must:

- a) comply with all the mandatory requirements of the bid solicitation;
- b) meet all mandatory technical evaluation criteria;
- c) Price proposal form must be fully completed and accompanied by the required bid security.

1.3.2. Bids not meeting 1.3.1 will be declared non-responsive. Responsive proposals will be evaluated and assigned a score against the criteria described in SRE 2 and SRE3.

Mandatory Requirements:

1. Bid security must be received with the proposal at time of bid closing.
2. Technical proposals must achieve minimum of 60% in each technical criterion and an overall Technical Rating of 70%.
3. Aboriginal Opportunities Consideration certification must be duly completed, signed and submitted with the proposal at time of bid closing.

SRE 2 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION

Proposals must achieve a minimum pass mark of 60% in each technical criterion and an overall technical rating of 70%.

2.1 TECHNICAL CRITERION 1 - Experience of the Bidder: (Maximum Points: 20; mandatory minimum score: 12 points)

Describe the accomplishments and achievements of the Bidder for work related to the identified project.

Information to be supplied:

Description of a maximum of three (3) projects preferably where a Certificate of Completion was issued within the last ten (10) years, of civil engineering construction management projects greater than \$5 million, including:

- A brief project description and intent including total construction value and contracts managed as well as start and completion dates. Clearly indicate how the project is comparable to the subject Project of this RFP;
- How budget was controlled and managed (i.e. contract price & final construction cost with explanation to address variances);
- How schedule was controlled and managed (i.e. initial schedule and revised schedule with explanation to address variances);
- How scope, quality and risks were managed to achieve client's expectations;
- Names of key personnel responsible for delivery; and
- Client references including name, address, phone and e-mail of client contact at the working level - (PWGSC reserves the right to verify and consider the satisfaction of the referenced clients) The Bidder must ensure that all references provided are currently available and can be contacted by the PWGSC Evaluation Team within ten (10) working days of bid closing.

2.2 TECHNICAL CRITERION 2 - Experience of Key Personnel of the Bidder: (Maximum Points: 30; mandatory minimum score: 18 points)

Describe the academic qualifications, accomplishments / achievements, relevant experience / expertise, roles / responsibilities / degree of involvement / years with the firm of all key personnel and their back-ups. The key personnel include the Senior Project Manager, Site Superintendent, Site Safety Officer, Cost Estimator and Scheduler/Risk Officer.

Information to be supplied for each member of the key personnel:

- Academic and/or relevant qualifications such as PMP, Gold Seal, etc.;
- Relevant experience in the proposed position and number of years experience in both the proposed position and the construction industry (if not done with Bidder firm, specify name of firm);
- Role, responsibility and degree of involvement of individual in past projects (especially those identified in Criterion 1);
- Client references and acknowledgments: Provide name, address, phone and fax of client contact at working level - PWGSC reserves the right to verify and consider the satisfaction of the referenced clients; The Bidder must ensure that all references provided are currently available and can be contacted by the PWGSC Evaluation Team within ten (10) working days of bid closing; and
- Identification of where the position will be staffed from; and,
- Name and qualifications of the back-up person for each key personnel

Although the quality of the Project Team remains the key to the successful delivery of the project, the Bidder's organization is usually structured to provide management overview and to support those in the field with specialized support services.

- Confirm, given constrained timeline, that the proposed team is available immediately for this Project;
- Where the team is from assembled resources rather than in-house resources, capacity to undertake the work will be of particular concern
- Identify what other corporate resources may be necessary/available and explain how they will assist the Project team in specific areas.
- The Bidder must confirm the percentage of time that the senior project manager will be dedicated to this contract.

2.3 TECHNICAL CRITERION 3 - Understanding of the Project (Maximum Points: 20; mandatory minimum score: 12 points)

The Bidder should demonstrate an understanding of the goals, the constraints, the challenges and the issues of the Project that will shape the end product.

Information to be supplied:

- Description of the Project goals with highlights of those that are particularly significant to the Project;
- Description of the Bidder's Construction Management philosophy/methodology to meet the intent of the Project and PWGSC's expectations;
- Description of the facilities and staff that will be located in Yellowknife to support the Project;
- Description of the approach to major issues to be dealt with during the Project such as:
 - Multiple stakeholders

- Quality control
- High visibility of the site
- Opportunities to compress the work plan schedule;
- Methods of estimating and then tracking all project costs

**2.4 TECHNICAL CRITERION 4 - Management of Services:
(Maximum Points: 10; mandatory minimum score: 6 points)**

The Bidder should demonstrate capability to manage the services and meet Project challenges and to ensure consistent control and communication efficiency. The Bidder should also demonstrate how the team will be organized and managed.

Information to be supplied:

- Organization chart with key personnel and other position titles and names of the Bidder's team;
- Description of reporting relationships within the firm and with PWGSC;
- Team Communication strategy;
- Description of how Technical project management and construction advice will be provided during the design and implementation stages including how mining and reclamation construction advice will be integrated especially for mine safety and hazmat;
- Describe how the Construction Manager's responsibilities for site safety and security will be integrated into all activities on site through the Giant Mine Care and Maintenance Contractor.
- The bidder should particularly describe the challenges of working in a relatively remote NWT community where technical support resources may be in other cities.

**2.5 TECHNICAL CRITERION 5 - Management of Services and Work
(Maximum Points: 20; mandatory minimum score: 12 points)**

The Bidder should describe how it proposes to perform the Services and deliver the Work while meeting the project constraints.

Information to be supplied:

- Work plan - breakdown of Work tasks and deliverables;
- Description of Time Services, explain how schedule control will be applied throughout the delivery of the Project;
- Description of Cost Services, explain how cost control will be applied throughout the delivery of the Project;
- Description of Value for money analysis such as value engineer and ensuring competitive tendering;
- Description of Scope control methodology;
- Description of Quality control methodology, explain how quality control will be applied throughout the delivery of the Project;
- Description of Tendering approach;
- Description of Commissioning methodology where relevant.

2.6 EVALUATION AND RATING

The technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Experience of Bidder	2.0	0 - 10	0 - 20
Experience of Key Personnel of the Bidder	3.0	0 - 10	0 - 30
Understanding of the Project	2.0	0 - 10	0 - 20
Management of Services	1.0	0 - 10	0 - 10
Management of Services and Work	2.0	0 - 10	0 - 20
Technical Rating	10.0		0 - 100

Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

NON RESPONSIVE	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates expert understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be easily corrected	No significant weaknesses	No apparent weaknesses
	Proponent lacks qualifications and experience	Proponent does not have minimum qualifications and experience	Proponent has minimum qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers all components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this project's needs	Sample projects generally not related to this project's needs	Sample projects generally related to this project's needs	Sample projects directly related to this project's needs	Leads in sample projects directly related to this project's needs
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Minimum acceptable capability, should meet minimum performance	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, proponents Technical Submissions must achieve an individual criterion pass mark of 60%, and an overall Technical Rating of 70 points out of the 100 points available as specified above.

No further consideration will be given to proponents not achieving the minimum technical score(s).

SRE3 ABORIGINAL OPPORTUNITIES CONSIDERATION (AOC) FOR ADVISORY SERVICES

Bidders should provide the information requested in the chart below. Aboriginal Affairs and Northern Development Canada (AANDC) provide to the bidders an opportunity to achieve additional points to be used in the evaluation of their proposals. This is in accordance with Land Claim Agreements and AANDC's mandate to support and provide opportunities to the local Aboriginal communities under Federal government contracts within a land claims area.

The area of the contract is within the Mōwhi Gogha Dè Nīṭtāèè area, as defined in the Tlicho Land Claims and Self-Government Agreement, and proximate to Yellowknife and Akaitcho Dene First Nation.

3.0	ABORIGINAL OPPORTUNITIES CONSIDERATION (AOC)	Weight								
3.1	Training to be delivered in performing the advisory services portion of the work: Bidder has provided an undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the 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.	10								
3.2	<p>Aboriginal Labour Recruitment: Bidder included a firm guarantee to use Aboriginal employment content from the area in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless whether they are Principal Contractor staff and/or Sub-contractor staff.</p> <table border="0" data-bbox="272 1031 1089 1167"> <tr> <td>0 - 25% - of total Advisory Services labour hours</td> <td>0 - 10 points</td> </tr> <tr> <td>26 - 50% - of total Advisory Services labour hours</td> <td>11 - 20 points</td> </tr> <tr> <td>51 - 75% - of total Advisory Services labour hours</td> <td>21 - 30 points</td> </tr> <tr> <td>76 - 100% - of total Advisory Services labour hours</td> <td>31 - 40 points</td> </tr> </table>	0 - 25% - of total Advisory Services labour hours	0 - 10 points	26 - 50% - of total Advisory Services labour hours	11 - 20 points	51 - 75% - of total Advisory Services labour hours	21 - 30 points	76 - 100% - of total Advisory Services labour hours	31 - 40 points	40
0 - 25% - of total Advisory Services labour hours	0 - 10 points									
26 - 50% - of total Advisory Services labour hours	11 - 20 points									
51 - 75% - of total Advisory Services labour hours	21 - 30 points									
76 - 100% - of total Advisory Services labour hours	31 - 40 points									
3.3	Northwest Territories Offices: Having head offices, staffed administrative offices or other facilities in the Northwest Territories Settlement Area.	10								
3.4	<p>Sub-contractors/Suppliers to be utilized in performing the advisory services portion of the work: Bidder included a firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from 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 ,excluding subcontractor package costs, not the number of businesses used.</p> <table border="0" data-bbox="272 1472 1089 1608"> <tr> <td>0 - 25% - of Aboriginal supplier/Sub-contracting costs</td> <td>0 - 10 points</td> </tr> <tr> <td>26 - 50% - of Aboriginal supplier/Sub-contracting costs</td> <td>11 - 20 points</td> </tr> <tr> <td>51 - 75% - of Aboriginal supplier/Sub-contracting costs</td> <td>21 - 30 points</td> </tr> <tr> <td>76 - 100% - of Aboriginal supplier/Sub-contracting costs</td> <td>31 - 40 points</td> </tr> </table> <p>Note: if the Principal Contractor is an Aboriginal business from the area of the contract, the total dollar value of the Aboriginal contracting shall also include the contractor's share of the clean up contract.</p>	0 - 25% - of Aboriginal supplier/Sub-contracting costs	0 - 10 points	26 - 50% - of Aboriginal supplier/Sub-contracting costs	11 - 20 points	51 - 75% - of Aboriginal supplier/Sub-contracting costs	21 - 30 points	76 - 100% - of Aboriginal supplier/Sub-contracting costs	31 - 40 points	40
0 - 25% - of Aboriginal supplier/Sub-contracting costs	0 - 10 points									
26 - 50% - of Aboriginal supplier/Sub-contracting costs	11 - 20 points									
51 - 75% - of Aboriginal supplier/Sub-contracting costs	21 - 30 points									
76 - 100% - of Aboriginal supplier/Sub-contracting costs	31 - 40 points									
TOTAL POINTS AVAILABLE =		100								
TOTAL POINTS AWARDED =										
Consideration Bid (No Minimum Pass Mark)										

SRE 4 TOTAL TECHNICAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 - 100	100	0 - 100
Aboriginal Opportunities Consideration Rating	0 - 100	20	0 - 20
Total Technical Score		120	0 - 120

SRE 5 PRICE EVALUATION

The price proposal and bid security shall be submitted in a separate sealed envelope. The price envelopes of all responsive proposals will be considered upon completion of technical submission evaluation. The price submitted by the Bidder will be divided by the sum of the Technical and Aboriginal Opportunities Consideration Scores to establish the Price per Point of the Proposal.

SRE 6 BASIS OF SELECTION

The Bidder whose responsive proposal achieves the lowest overall Price per Point is the first entity that the Evaluation Board will recommend be approached to finalize the details of a Contract for the provision of the required Services and Work. In the case of a tie, the Bidder submitting the lower price will be selected.

SRE 7 CERTIFICATIONS

1. Certifications

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

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

2. Certifications Required with the Proposal

Bidders must submit the following duly completed certifications as part of their proposal.

Solicitation No. - N° de l'invitation

EW702-121237/A

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

INAC-20121237

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-1-34140

Buyer ID - Id de l'acheteur

gmp004

CCC No./N° CCC - FMS No/ N° VME

ANNEX A

TERMS OF REFERENCE

(Attached on MERX as ATT1)

ANNEX B

PWGSC PROCEDURES AND STANDARDS DOCUMENT

(To Be Provided at a Later Date)

APPENDIX "A"

PRICE PROPOSAL FORM (6 pages)

BA01 IDENTIFICATION

- 1) Description of the Work: Interim Construction Management Services
Giant Mine Site
Yellowknife, NT
- 2) Solicitation Number: EW702-121237/A
- 3) Project Number: R.014204.300

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

- 1) Name: _____
- 2) Address: _____

- 3) Telephone: _____ Fax: _____
- 4) PBN: _____ E-mail: _____

BA03 THE OFFER

- 1) The Bidder offers to Her Majesty the Queen in right of Canada to perform and complete the Work for the above named project in accordance with the Proposal Documents for the Total Proposal Amount of

\$ _____ excluding GST/HST
(to be expressed in numbers only)

The above amount represents the sum of (a) the Fixed Fee; (b) \$5,150,000 multiplied by the Contractor's Percentage Fee and (c) Estimated bonding and insurance (a+b+c).

- (a) the Fixed Monthly Fee of \$ _____ x 24 months = \$ _____ for the portion of the Work that is defined in Section 2 - CM Advisory and Support Required Services of the Terms of Reference document (2.1 - 2.9) and for any additional Work that is required to execute the contract other than what is provided for in 1) (b) and 1)(c) of BA03;

(b) the Contractor's Percentage Fee of ____ % x \$5,150,000 = \$ _____ that will be applied to the price of the Work that is defined in Section 3 - General Contractor Required Services in relation to Section 1.6 of the Terms of Reference document. The Percentage fee shall cover profit, overhead and general administration costs, all charges relating to the financing of the project, general supervision, site supervision, management and coordination of all sub-trades, and the Contractor's expenses and administrative costs relative to the project. The Percentage fee will not apply to the AOC incentives or penalties.

(c) Estimated Bonding and Insurance (refer to Item BA05): \$ _____

2) Any errors in the addition or multiplication of the amounts in subparagraphs 1)(a), (b) and (c) of BA03 shall be corrected by Canada to obtain the Total Proposal Amount.

BA04 CONSTRUCTION COST OF THE WORK

1) The cost of labour, Plant and Material referred to in subparagraph 1)(b) of BA03 shall be limited to the following categories of expenditure:

- (a) payments to Subcontractors and Suppliers;
- (b) wages, salaries, bonuses of employees of the Contractor provided they are actually and properly engaged on the Work under the Contract;
- (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and GST/HST collection costs;
- (d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
- (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
- (f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
- (g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
- (h) any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

BA05 ALLOWABLE DISBURSEMENTS:

- 1) In addition to the Construction Manager's Fee, Canada will reimburse at actual cost, without any administrative cost or mark-up for overhead or profit, the following disbursements supported by invoices/receipts:
- (a) The cost of the Construction Manager's insurance and bonding.

BA06 PROPOSAL VALIDITY PERIOD

- 1) The proposal shall not be withdrawn for a period of sixty (60) days following the date of solicitation closing.

BA07 CONTRACT DOCUMENTS

- 1) The following are the contract documents:
- (a) Contract page when signed by Canada;
- (b) Duly completed Price Proposal Form - Appendix A;
- (c) Terms of Reference
- (d) General Conditions:
- | | |
|---|---|
| (i) GC1 General Provisions | R2810D(2012-07-16); <u>As amended by paragraph 5.</u> |
| (ii) GC2 Administration of the Contract | R2820D(2012-07-16); |
| (iii) GC3 Execution and Control of the Work | R2830D(2010-01-11); |
| (iv) GC4 Protective Measures | R2840D(2008-05-12); |
| (v) GC6 Delays and Changes in the Work | R2860D(2012-07-16); |
| (vi) GC7 Default, Suspension or Termination of Contract | R2870D(2008-05-12); |
| (vii) GC8 Dispute Resolution | R2882D(2008-12-12); |
| (viii) GC9 Contract Security | R2890D(2012-07-16) |
| (ix) GC10 Insurance | R2900D(2008-05-12); |
- (e) Supplementary Conditions, if any;
- (f) Insurance Terms R2910D(2008-12-12);
- (g) Fair Wages and Hours of Labour - Labour Conditions R2940D(2012-07-16);
- (h) Schedules of Wage Rates for Federal Construction Contracts;
- (i) Any amendment issued or any allowable proposal revision received before the date and time set for solicitation closing;
- (j) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the proposal; and
- (k) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date in paragraph 1) of BA07 are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the Buy and Sell Website: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/achoc-eng.jsp>

- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
- 4) The language of the contract documents shall be the language of the Price Proposal Form submitted.
- 5) *Add to R2810D GC1 - General Provisions - New section GC1.20 "Code of Conduct and Certifications - Contract"*

GC1.20 Code of Conduct and Certifications - Contract

1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.
2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor, as well as the Corresponding Consent Forms.
5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.
7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:
- a. section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) under the *Competition Act*, or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the *Criminal Code of Canada*, or
 - c. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
 - e. section 239 (*False or deceptive statements*) of the *Income Tax Act*, or
 - f. section 327 (*False or deceptive statements*) of the *Excise Tax Act*, or
 - g. section 3 (*Bribing a foreign public official*) of the *Corruption of Foreign Public Officials Act*, or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the *Controlled Drugs and Substance Act*.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the *Criminal Code of Canada* or offences under the *Financial Administration Act*, the Contractor must provide a certified copy of confirming documentation from an official source.

BA08 ACCEPTANCE AND CONTRACT

- 1) Upon acceptance of the Contractor's proposal by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents referred to in BA07 CONTRACT DOCUMENTS.
- 2) The Contract Value will be determined in accordance with amounts bid for items **BA03 (a) + (b) + (c) + \$5,150,000.**

BA09 CONSTRUCTION TIME

- 1) All work / construction is to be completed by March 31, 2015.

BA10 BID SECURITY

- 1) The Bidder shall enclose bid security with its proposal in accordance with GI09 BID SECURITY REQUIREMENTS.
- 2) If the security furnished does not comply fully with the requirements referred to in paragraph 1) herein, the proposal shall be disqualified.
- 3) If a security deposit is furnished as bid security, it shall be forfeited in the event that the proposal is accepted by Canada and the Contractor fails to provide Contract Security in accordance with GC9 CONTRACT SECURITY.

BA11 SIGNATURE

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

Name

Title

Signature

Date

APPENDIX "B"**ESTIMATED CONSTRUCTION COST****THIS PROJECT MAY INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING PACKAGES OF WORK:**

1.	C-Boiler & Akaitcho Sub-station Replacement	\$ 250,000
2.	Akaitcho Sub-station ground grid upgrade	\$ 150,000
3.	Site Wide Power upgrade and integrity of main Utility grid, disconnect unused live power lines; Improve underground grid	\$2,000,000
4.	Effluent Treatment Plant (ETP) replace Tanks/Liners	\$ 750,000
5.	Geotechnical Drilling program	<u>\$2,000,000</u>
	TOTAL	\$5,150,000

APPENDIX "C"

DIVISION 01 GENERAL REQUIREMENTS

The attached list of General Requirements specifications is intended as a guide for preparation of individual tender package specific General Requirements specifications. The specification listing is based on National Master Specification numbering.

The design content of individual tender packages will be different for each assignment, and not all of the listed General Requirements may be relevant or required. The Construction Manager and Consultant are to prepare a draft Division 01 General Requirements specification listing for each tender package in the project, for review by PWGSC Departmental Representative. Content within each specification section may also be customized to suit the unique requirements of the tender package and project.

Section Title

- 01 11 00 Summary of Work
- 01 14 00 Work Restrictions
- 01 21 00 Allowances
- 01 29 00 Payment Procedures
- 01 29 83 Payment Procedures for Testing Laboratory Services
- 01 31 19 Project Meetings
- 01 32 17 Construction Progress Schedule – Critical Path Method (CPM)
- 01 33 00 Submittal Procedures
- 01 35 14 Special Procedures for Traffic Control
- 01 35 15 Special Project Procedures for Contaminated Sites
- 01 35 30 Health and Safety Requirements
- 01 35 31 Health and Safety Requirements for Contaminated Sites
- 01 35 43 Environmental Procedures
- 01 35 73 Procedures for Deconstruction of Structures
- 01 41 00 Regulatory Requirements
- 01 42 00 References
- 01 45 00 Quality Control
- 01 47 17 Sustainable Requirements: Contractor's Verification
- 01 51 00 Temporary Facilities
- 01 52 00 Construction Facilities
- 01 56 00 Temporary Barriers and Enclosures
- 01 61 00 Common Product Requirements
- 01 71 00 Examination and Preparation
- 01 73 03 Execution Requirements
- 01 74 11 Cleaning
- 01 74 19 Construction/Demolition Waste Management and Disposal
- 01 77 00 Closeout Procedures
- 01 78 00 Closeout Submittals
- 01 79 00 Demonstration and Testing
- 01 91 13 General Commissioning (CX) Requirements
- 01 91 31 Commissioning (CX) Plan
- 01 91 33 Commissioning Forms
- 01 91 41 Commissioning: Training

APPENDIX "D"

HEALTH AND SAFETY REQUIREMENTS

NORTHWEST TERRITORIES

MANDATORY HEALTH AND SAFETY - *for Work in the Northwest Territories*

WCB AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1 a Workers Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
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 with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (*Northwest Territories & Nunavut Territory only*) - Contractors having ten (10) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

Workplace Safety and Health

1. EMPLOYER/PRINCIPAL CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:
 - 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 Principal Contractor, 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 Canada's order * to:
 - 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order" definition: *after contract award, Contractor is ordered by a Change Order*

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
 - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
 - 2.1.2.2 a site specific Health and Safety Plan as requested.

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.

3. LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people 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.

NORTHWEST TERRITORIES

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

Solicitation No. - N° de l'invitation

EW702-121237/A

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

INAC-20121237

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-1-34140

Buyer ID - Id de l'acheteur

gmp004

CCC No./N° CCC - FMS No/ N° VME

DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

Appendix "E"

ABORIGINAL EMPLOYMENT INCENTIVE AND PENALTY CONDITIONS

- 11.1 Under the provisions of the proposed contract, where the contractor meets the Aboriginal employment target and meets the Aboriginal Sub-contractor/Supplier target specified and guaranteed in his bid, the contractor will be paid the agreed contract price.
- 11.2a In the event the contractor does not meet the guaranteed number of Aboriginal employee hours working on the project and fails to demonstrate they have made diligent efforts to fulfill their Aboriginal employment targets, an amount of up to 5% of the fixed fees value for advisory services 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 Aboriginal Sub-contractors/Suppliers, and fails to demonstrate they have made diligent efforts to fulfill their Aboriginal sub-contractors/Suppliers targets, an amount of up to 5% of the fixed fees value for advisory services 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 Aboriginal resources above the established employment targets that were guaranteed in the bid, which results in Aboriginal employment benefits, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 5% of the fixed fees value for advisory services of the contract that may be paid to the contractor at the end of the project.
- 11.3b In the event the contractor exceeds the percentage of Aboriginal 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 5% of the fixed fees value for advisory services of the contract 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 Aboriginal Incentive and Penalty Conditions as specified above in 11.2 and 11.3 will be assessed based on the formulas identified in Appendix F.
- 11.5 Range of percentages to be applied to the contract values for the Fixed Fee Advisory Services for purposes of calculation of AOC Incentive/Penalty:

Value: up to \$249,999.00	5%
Value: \$250,000.00 to \$499,999.99	4%
Value: \$500,000.00 to \$749,999.99	3%
Value: over \$750,000.00	2%

APPENDIX "F"**Calculation of Aboriginal Employment Incentive and Penalty****ABORIGINAL EMPLOYMENT INCENTIVE AND PENALTY CALCULATION****PROJECT:INTERIM CONSTRUCTION MANAGEMENT, GIANT MINE, YELLOWKNIFE****CONTRACTOR:** _____

STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of Advisory Aboriginal Labour Person Hours		
2	Percentage of Aboriginal Goods or Services Procured Related to the ICM's Advisory Services		
3	Final Fixed Fee Value for Advisory Services	\$	
4	Guaranteed Aboriginal employment target met, exceeded or fell short? <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus in the range of 2% to 5%, as defined in Table 11.5 of Appendix E, of the fixed fee value, that may be paid to the contractor at the end of the project; Proceed to Table 1A Shortfall - Contractor may be penalized in the range of 2% to 5%, as defined in Table 11.5 of Appendix E, of the fixed fee value Proceed to Table 2A. 		
5	Guaranteed Aboriginal Sub-contracting/Supplier target met, exceeded or fell short? <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus in the range of 2% 5%, as defined in Table 11.5 of Appendix E, of the fixed fee value that may be paid to the contractor at the end of the project; Proceed to Table 1B Shortfall - Contractor may be penalized in the range of 2% to 5%, as defined in Table 11.5 of Appendix E, of the fixed fee value Proceed to Table 2B. 		
6	COMMENTS:		

TABLE 1A - ASSESSMENT OF ABORIGINAL LABOUR INCENTIVE BONUS FOR ADVISORY SERVICES

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED ABORIGINAL LABOUR: Note: Aboriginal 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.</p> <p>Calculate the percentage increase of Aboriginal labour for the project based on the following:</p> $\% \text{ Increase} = \frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}}\%$ <ul style="list-style-type: none"> • 0 - 33 % of total labour hours 0 - 15 points • 34 - 66 % of total labour hours 16 - 45 points • 67 - 100 % of total labour hours 46 - 60 points 	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase the onsite Aboriginal labour targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> • 0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the Aboriginal targets. • 21-30 points - Contractor demonstrated moderate effort while attempting to increase the Aboriginal targets. • 31-40 points - Contractor demonstrated outstanding effort while attempting to increase the Aboriginal targets 	40	
3	TOTAL ASSESSED SCORE	100	
4	RECOMMENDED ABORIGINAL LABOUR INCENTIVE BONUS (Fixed Fee contract value) x up to 5%, as defined in Table 11.5 of Appendix E x (total assessed score/100)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <ul style="list-style-type: none"> • Departmental Representative (PWGSC): _____ • Project Lead (AANDC): _____ • Contracting Officer (PWGSC): _____ 		

TABLE 1B - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED ABORIGINAL CONTENT FOR PROCURED GOODS OR SERVICES RELATED TO THE ICM'S ADVISORY SERVICES:</p> <p>Calculate the percentage increase of Aboriginal content for the project based on the following:</p> $\% \text{ Increase} = \frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}\%}$ <ul style="list-style-type: none"> 0 - 33 % of total costs 0 - 15 points 34 - 66 % of total costs 16 - 45 points 67 - 100 % of total costs 46 - 60 points 	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase sub-contracting/supplier targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the Aboriginal targets. 21-30 points - Contractor demonstrated moderate effort while attempting to increase the Aboriginal targets. 31-40 points - Contractor demonstrated outstanding effort while attempting to increase the Aboriginal targets. 	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>RECOMMENDED ABORIGINAL SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS</p> <p>(Fixed Fee contract value) x up to 5%, as defined in Table 11.5 of Appendix E x (total assessed score/100)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <ul style="list-style-type: none"> • Departmental Representative (PWGSC): _____ • Project Lead (AANDC): _____ • Contracting Officer (PWGSC): _____ 		

APPENDIX "G"

APPLICATION OF AOC TO TENDERED WORK PACKAGES

FOR BOTH A REQUEST FOR PROPOSAL (RFP) AND INVITATION TO TENDER (ITT) PROCESS,
THE CM CONTRACTOR IS RESPONSIBLE TO ADMINISTER
AN INCENTIVE / PENALTY CONDITION AS PER CLAUSES BELOW
FOR EACH PACKAGE TENDERED

ABORIGINAL EMPLOYMENT INCENTIVE AND PENALTY CONDITIONS

- 11.1 Under the provisions of the proposed contract, where the contractor meets the Aboriginal employment target and meets the Aboriginal Sub-contractor/Supplier target specified and guaranteed in his bid, the contractor will be paid the agreed contract price.
- 11.2a In the event the contractor does not meet the guaranteed number of Aboriginal employee hours working on the project and fails to demonstrate they have made diligent efforts to fulfill their Aboriginal employment targets, an amount of up to 5% of the 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 Aboriginal Sub-contractors/Suppliers, and fails to demonstrate they have made diligent efforts to fulfill their Aboriginal sub-contractors/Suppliers targets, an amount of up to 5% of the 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 Aboriginal resources above the established employment targets that were guaranteed in the bid, which results in Aboriginal employment benefits, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 5% of the Contract Value of the contract that may be paid to the contractor at the end of the project.
- 11.3b In the event the contractor exceeds the percentage of Aboriginal 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 5% of the 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 Aboriginal Incentive and Penalty Conditions as specified above in 11.2 and 11.3 will be assessed based on the formulas identified herein.
- 11.5 Range of percentages to be applied to the contract values of tendered work packages for purposes of calculation of AOC Incentive/Penalty:

Value: up to \$499,999.00	5%
Value: \$500,000.00 to \$999,999.99	4%
Value: \$1 million to \$2 million	3%
Value: over \$2 million	2%

PART I: AOC WITHIN AN INVITATION TO TENDER (ITT)

ABORIGINAL OPPORTUNITIES CONSIDERATION (AOC)

Bidders should provide the information requested in the chart below. Aboriginal Affairs and Northern Development Canada (AANDC) provide to the bidders an opportunity to achieve up to a 10% price reduction to be used in the evaluation of their proposals. This is in accordance with AANDC's mandate to support and provide opportunities to the local Aboriginal communities under Federal government contracts within a land claims area.

The area of the contract is within the Môwhì Gogha Dè Nîîtâèè area, as defined in the Tlicho Land Claims and Self-Government Agreement, and proximate to Yellowknife and Akaitcho Dene First Nation.

Contractor Selection

Any contract resulting from this solicitation will be awarded to the responsive bidder whose total assessed bid price is the lowest. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The total assessed bid price will be used for evaluation purposes only and will be calculated by reducing the total actual bid price by a percentage equal to the total number of points assigned through evaluation of the bid.

In this requirement "AOC" will allow for up to a maximum of 10% downward adjustment to a proponent's price, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	TOTAL AVAILABLE POINTS
(a) Northwest Territories Offices: Having head offices, staffed administrative offices or other facilities in the Northwest Territories Settlement Area	5 Points
(b) Aboriginal Labour Recruitment: Bidder included a firm guarantee to use Aboriginal employment content from the area in carrying out the work. The percentages identified below relate specifically to on-site labour hours of the Principal Contractor staff.	20 Points
0 - 25% - of total labour hours	0 - 5 points
26 - 50% - of total labour hours	6 - 10 points
51 - 75% - of total labour hours	11 - 15 points
76 - 100% - of total labour hours	16 - 20 points

<p>(c) Engagement of Aboriginal professional services or suppliers: Bidder included a firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from 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 ,excluding subcontractor package costs, not the number of businesses used.</p> <p>0 - 25% - of Aboriginal supplier/Sub-contracting costs 0 - 5 points 26 - 50% - of Aboriginal supplier/Sub-contracting costs 6 - 10 points 51 - 75% - of Aboriginal supplier/Sub-contracting costs 11 - 15 points 76 - 100% - of Aboriginal supplier/Sub-contracting costs 16 - 20 points</p>	20 Points
<p>(d) Training : Bidder has provided an undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the 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.</p>	5 Points
TOTAL POINTS AVAILABLE =	50 Points
TOTAL POINTS AWARDED =	
WEIGHTED % REDUCTION (Total Points Awarded / Total Points Available) x 10 =	

Evaluation and Assessment - Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion, appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Aboriginal Representations" and that untrue statements may result in the tender being declared non-responsive.

PART II: AOC WITHIN A REQUEST FOR PROPOSAL (RFP)

ABORIGINAL OPPORTUNITIES CONSIDERATION (AOC)

Bidders should provide the information requested in the chart below. Aboriginal Affairs and Northern Development Canada (AANDC) provide to the bidders an opportunity to achieve additional points to be used in the evaluation of their proposals. This is in accordance with AANDC's mandate to support and provide opportunities to the local Aboriginal communities under Federal government contracts within a land claims area.

The area of the contract is within the Mòwhì Gogha Dè Nīṭàèè area, as defined in the Tlicho Land Claims and Self-Government Agreement, and proximate to Yellowknife and Akaitcho Dene First Nation.

Contractor Selection

The Bidder whose responsive proposal achieves the lowest overall Price per Point is the first entity that the Evaluation Board will recommend be approached to finalize the details of a Contract for the provision of the required Services and Work. In the case of a tie, the Bidder submitting the lower price will be selected. In order to be considered responsive, a bid must satisfy all mandatory terms, conditions, and specifications of this solicitation document. The lowest overall Price per Point will be used for evaluation purposes only and will be calculated by dividing the total Technical and Aboriginal Opportunities Consideration Score by the proposal price submitted to establish the Price per Point of the Proposal.

In this requirement "AOC" will allow for up to a maximum of 20 additional technical points, for evaluation purposes only, in accordance with the following Bid Criteria. This provides for socioeconomic benefits in the region.

BID CRITERIA	TOTAL AVAILABLE POINTS
(a) Northwest Territories Offices: Having head offices, staffed administrative offices or other facilities in the Northwest Territories Settlement Area	10 Points
(b) Aboriginal Labour Recruitment: Bidder included a firm guarantee to use Aboriginal employment content from the area in carrying out the work. The percentages identified below relate specifically to on-site labour hours of the Principal Contractor staff.	40 Points
0 - 25% - of total labour hours	0 - 10 points
26 - 50% - of total labour hours	11 - 20 points
51 - 75% - of total labour hours	19 - 30 points
76 - 100% - of total labour hours	31 - 40 points

<p>(c) Engagement of Aboriginal professional services or suppliers: Bidder included a firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from 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 ,excluding subcontractor package costs, not the number of businesses used.</p> <p>0 - 25% - of Aboriginal supplier/Sub-contracting costs 0 - 10 points 26 - 50% - of Aboriginal supplier/Sub-contracting costs 11 - 20 points 51 - 75% - of Aboriginal supplier/Sub-contracting costs 21 - 30 points 76 - 100% - of Aboriginal supplier/Sub-contracting costs 31 - 40 points</p>	40 Points
<p>(d) Training : Bidder has provided an undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the 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.</p>	10 Points
TOTAL POINTS AVAILABLE =	100 Points
TOTAL POINTS AWARDED =	
WEIGHTED POINT TOTAL (Total Points Awarded / Total Points Available) x 20 =	

Evaluation and Assessment - Submission Requirements

In order for a bid to be assigned points for representations made in respect of any criterion, appropriately documented evidence of conformance with the stated objective of the criterion must be provided with the tender submission.

The Minister reserves the right to verify any information provided in the "Aboriginal Representations" and that untrue statements may result in the tender being declared non-responsive.

Calculation of Aboriginal Employment Incentive and Penalty

FOR BOTH A REQUEST FOR PROPOSAL (RFP) AND INVITATION TO TENDER (ITT) PROCESS,
THE CM CONTRACTOR IS RESPONSIBLE TO ADMINISTER
AN INCENTIVE / PENALTY CALCULATION AS PER WORKSHEETS BELOW
FOR EACH PACKAGE TENDERED

ABORIGINAL EMPLOYMENT INCENTIVE AND PENALTY CALCULATION

PROJECT: _____, GIANT MINE, YELLOWKNIFE

CONTRACTOR: _____

STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of On-site Aboriginal Labour Person Hours		
2	Percentage of Aboriginal Sub-Contracting/Supplier costs		
3	Final Contract Value	\$	
4	<p>Guaranteed Onsite Aboriginal employment target met, exceeded or fell short?</p> <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus in the range of 2% to 5%, as defined in Table 11.5 of Appendix G, of the final contract value, that may be paid to the contractor at the end of the project; Proceed to Table 1A Shortfall - Contractor may be penalized in the range of 2% to 5%, as defined in Table 11.5 of Appendix G, of the final contract value Proceed to Table 2A. 		
5	<p>Guaranteed Aboriginal Sub-contracting/Supplier target met, exceeded or fell short?</p> <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus in the range of 2% to 5%, as defined in Table 11.5 of Appendix G, of the final contract value that may be paid to the contractor at the end of the project; Proceed to Table 1B Shortfall - Contractor may be penalized in the range of 2% to 5%, as defined in Table 11.5 of Appendix G, of the final contract value Proceed to Table 2B. 		
6	COMMENTS:		

TABLE 1A - ASSESSMENT OF ONSITE ABORIGINAL LABOUR INCENTIVE BONUS

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED ABORIGINAL LABOUR: Note: Aboriginal 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.</p> <p>Calculate the percentage increase of Aboriginal labour for the project based on the following:</p> <p style="text-align: center;">% Increase = $\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}\%}$</p> <ul style="list-style-type: none"> • 0 - 33 % of total labour hours 0 - 15 points • 34 - 66 % of total labour hours 16 - 45 points • 67 - 100 % of total labour hours 46 - 60 points 	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase the onsite Aboriginal labour targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> • 0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the Aboriginal targets. • 21-30 points - Contractor demonstrated moderate effort while attempting to increase the Aboriginal targets. • 31-40 points - Contractor demonstrated outstanding effort while attempting to increase the Aboriginal targets 	40	
3	TOTAL ASSESSED SCORE	100	
4	RECOMMENDED ABORIGINAL LABOUR INCENTIVE BONUS (final contract value) x up to 5%, as defined in Table 11.5 of Appendix G x (total assessed score/100)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL:		

TABLE 1B - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED ABORIGINAL SUB-CONTRACTING/SUPPLIER TARGET:</p> <p>Calculate the percentage increase of Aboriginal Sub-Contracting/Supplier costs for the project based on the following:</p> <p>% Increase = $\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed\%}}$</p> <ul style="list-style-type: none"> 0 - 33 % of total Sub-Contracting/Supplier Costs 0 - 15 points 34 - 66 % of total Sub-Contracting/Supplier Costs 16 - 45 points 67 - 100 % of total Sub-Contracting/Supplier Costs 46 - 60 points 	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase sub-contracting/supplier targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the Aboriginal targets. 21-30 points - Contractor demonstrated moderate effort while attempting to increase the Aboriginal targets. 31-40 points - Contractor demonstrated outstanding effort while attempting to increase the Aboriginal targets. 	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>RECOMMENDED ABORIGINAL SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS</p> <p>(final contract value) x up to 5%, as defined in Table 11.5 of Appendix G x (total assessed score/100)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL:		

TABLE 2A - ASSESSMENT OF ABORIGINAL LABOUR PENALTY

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of target achieved for Aboriginal content based on the following formula, where:</p> $\text{Target percentage} = \frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$ <p>50% - 100% = 30 - 60 points</p> <p>Notes: Target percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to achieve Aboriginal employment targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to meet the Aboriginal employment target. 21-30 points - Contractor demonstrated moderate effort while attempting to meet the Aboriginal employment target. 31-40 points - Contractor demonstrated outstanding effort while attempting to meet the Aboriginal employment target. 	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (up to 5%, as defined in Table 11.5 of Appendix G)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL:		

TABLE 2B - ASSESSMENT OF ABORIGINAL SUB-CONTRACTING/SUPPLIER PENALTY

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of target achieved for Aboriginal content based on the following formula, where:</p> $\text{Target percentage} = \frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$ <p>50% - 100% = 30 - 60 points</p> <p>Notes: Target percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to achieve Aboriginal sub-contracting/supplier targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to meet the Aboriginal sub-contracting/supplier target. 21-30 points - Contractor demonstrated moderate effort while attempting to meet the Aboriginal sub-contracting/supplier 31-40 points - Contractor demonstrated outstanding effort while attempting to meet the Aboriginal sub-contracting/supplier 	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (up to 5%, as defined in Table 11.5 of Appendix G)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL:		