

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet Cambridge Bay Airport Remediation	
Solicitation No. - N° de l'invitation EW699-140249/A	Date 2013-07-05
Client Reference No. - N° de référence du client TC	
GETS Reference No. - N° de référence de SEAG PW-\$NCS-206-9863	
File No. - N° de dossier NCS-3-36041 (206)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-07-30	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Peters (NCS), Brent	Buyer Id - Id de l'acheteur ncs206
Telephone No. - N° de téléphone (780) 497-3668 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TELUS PLAZA N. 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Northern Contaminated Site Program
Telus Plaza North, 5th floor
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6

**CAMBRIDGE BAY AIRPORT FIRE TRAINING AREA REMEDIATION
CAMBRIDGE BAY, NUNAVUT
PWGSC PROJECT NUMBER - R.056019.005**

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Section 1: Instructions To Bidders

1.0 Instructions and Conditions

1.1 Trade Agreements

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

1.2 NLCA - Evaluation Criteria

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

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

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

1.3 Standard Instructions, Clauses and Conditions

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

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

1.3.3 The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

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

1.3.4 Electronic Bids Will Not Be Accepted due to the nature of this solicitation.

1.3.5 Bid amendments will not be accepted after the Request for Bid closing date and time.

1.3.6 Due to the operational requirements of this project, a request for extension to the solicitation closing date and time will NOT be considered.

- 1.3.7** The Contractor will not be paid for any cost incurred before the effective date of the Contract unless it is expressly provided for in the Contract.

2.0 Requirement

2.1 Summary

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

Public Works and Government Services Canada (PWGSC), on behalf of Transport Canada, has a requirement for remediation activities at the Cambridge Bay Airport Fire Training Area (FTA) located on Victoria Island, Nunavut. The work includes, but is not limited to the mobilization and demobilization of all necessary equipment and materials, for excavation of contaminated soil, construction of a landfarm treatment unit (LTU) at the site, and transpotation of impacted soil to the LTU.

2.2 Specifications

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

2.3 Period of Proposed Contract

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

2.4 Contract Financial Security

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

2.4.2 10% Holdback - Definition

The ten percent (10%) holdback is an amount of funds withheld by Canada from each monthly invoice in lieu of contract security. The hold back calculation is based on the invoice value prior to the Goods and Services Tax (GST) being applied. The holdback is released as specified in TP-3

2.5 Education / Experience - Certification

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

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

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

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

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

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

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

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

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

2.8 Financial Capability

2.8.1 Financial Capability Requirement: The Bidder must have the financial capability to 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.

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

2.8.3 If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.

2.8.4 Financial Information Already Provided to PWGSC: The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:

- (a) the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and

- (b) the Bidder authorizes the use of the information for this requirement. It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

2.8.5 Other Information: Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.

2.8.6 Confidentiality: If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the *Access to Information Act*, R.S., 1985, c.c. A-1, Section 20(1) (b) and (c). (<http://laws-lois.justice.gc.ca/eng/acts/A-1/>)

2.8.7 Security: In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

2.8.8 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in **Annex "E"**.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

3.0 Mandatory Requirements

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

There are mandatory requirements specified herein (as per 3.1, 3.2, 3.3). In order to expedite the evaluation process of the bids submitted, "bidders" should submit the post bid closing mandatory requirements with their bid.

3.1 Mandatory Requirements Precedent to Bid Closing (If Bidder wishes to receive optional evaluation for Aboriginal Opportunities Consideration as outlined in section 2.6 of Annex "I")

3.1.1 Bidders must provide certifications as per section 1 of **Annex "H"**.

3.2 Mandatory Requirements Precedent to Contract Award

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

-
- 3.2.1** A signed front page of the RFP with your bid. Your signature indicates acceptance with the terms and conditions of the RFP, Basis of Pricing, Plans and Specification at bid closing with no counter offers.
- 3.2.2** Proof of compliance with WCB and Health and Safety Requirements as specified in section 2.6 of the RFP.
- 3.2.3** A letter or other documentation, from your Insurer stating that you can comply with the Insurance Requirements as specified in section 2.8.8 of the RFP.
- 3.2.4** Compliance to Code of Conduct and Certifications - Related Documentation per section 2.1 of **Annex "H"**,
- 3.2.5** Joint Venture documentation as per section 3.1 of **Annex "H"**, attached.
- 3.2.6** Contractor's Representative must be provided as per section 3.2 of **Annex "H"**, attached.
- 3.3 Mandatory Requirements Required Post Contract Award**
- Bidders must submit the following mandatory requirement post contract award:
- 3.3.1** Provision of Insurance Certificate as per **Annex "E"** within 10 days of contract award.
- 4.0 Bid Contents**
- 4.1 General**
- 4.1.1** Bids should be submitted in the format requested (Technical Bid, Management & Organizational Bid, Aboriginal Opportunities Consideration and Financial Bid). Each section should be brief and concise. Unnecessary information should not be provided. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting a bid.
- 4.1.2** Bids shall address the Specifications in **Annex "C"**, attached and will be evaluated against the mandatory and point rated requirements set out in the Evaluation Criteria / Contractor Selection Method, **Annex "I"**, attached. Your bid should be divided into **four (4) parts**, described below. You are advised to follow the same format with a clear, concise and complete response to the requested evaluation criteria.
- 4.2 Part "1" - Technical Bid**
- Your Technical Bid should include, but not necessarily be limited to, the following:
- 4.2.1 Project Understanding**
- Demonstrate understanding of the scope of work as well as the unique nature of the project relative to, but not limited to, the constraints of working in a remote northern area.
- 4.2.2 Health and Safety**
- Identify the risks and hazards specific to the site and provide details on how they would be mitigated and/or managed.

4.2.3 Equipment

4.2.3.1 Remediation Equipment and Supplies

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

4.2.4 Description of Work

4.2.4.1 Mobilization/Demobilization

Provide a detailed description on how all equipment, materials, supplies and personnel proposed for use at the site will be transported to and from the site. Include identification of potential problems and mitigative measures.

4.2.4.2 Borrow Source Development

Provide details regarding which borrow sources will be developed and the estimated quantities of material to be used. Include identification of potential problems and mitigative measures.

4.2.4.3 Landfarm Treatment Unit

Provide detail on the construction of the landform treatment unit. Provide details regarding how the petroleum hydrocarbon contaminated soil will be excavated and how it will be transported to the identified treatment unit. Provide details on how mitigative measures to complete the construction of the landfarm treatment unit if landfarm construction materials are delayed arriving to site. Provide details on potential problems and mitigative measures of working with another contractor in the work space area. Identify potential problems and mitigative measures.

4.2.4.4 Excavation and Transport of Contaminated Soil

Provide details regarding how the contaminated soils will be excavated. Provide details on the containers that will be used to transport the contaminated soil from the Fire Training area to the treatment area and how they will comply with all relevant environmental acts and regulations associated with the transportation of hazardous materials. Provide details on the transportation of the contaminated soil to the treatment area including interim storage, if necessary. Include identification of potential problems and mitigative measures.

4.2.4.5 Schedule

Provide a schedule which clearly shows if the remediation activities will be completed concurrently or sequentially. Prepare a schedule of activities that illustrate the duration of each of the major tasks. Identify the critical path of activities within the schedule and what "float" is included within the duration of the specified activities. Provide written assurance that the proposed schedule will be adhered to and that time and associated operating expenses required to perform the Known contract Work is at contractor's cost.

4.2.4.6 Clear, Concise and Complete Proposal

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

4.3 Part "2" - Management and Organizational Bid

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

4.3.1 Company/Joint Venture/ Consortium Qualifications and Experience

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

4.3.2 Client References

Provide evidence of up to three (3) similar remediation projects successfully undertaken by the bidder which included key members of the proposed project team. A "similar project" for this evaluation is defined as a project completed at a remote northern location which consisted of similar work. The project team, their roles, the project objectives, scope of services, budget, completion date and deliverables were clearly identified.

Provide client letters of reference for each of the projects identified that are signed and dated by the Bidder's client and, at a minimum, specifically address the following items:

1. Extent to which bidder delivered services on time
2. Extent to which bidder delivered services on budget.
3. Extent to which bidder met objective of the project. Points are awarded to bidder for degree of overall achievement in each of the 3 sub-categories, and are not awarded on a project-by-project basis.

4.3.3 Qualifications of Key Individuals

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

A. Project Manager & back-up: Demonstrate experience managing remediation projects similar in scale and scope to the proposed project. Experience includes financial and schedule control, liaison with client.

B. Site Superintendent and cross-shift: Demonstrate experience managing personnel in a remote setting. Experience includes site superintendent experience on remediation projects similar in scope to the proposed project.

C. Off-site and on-site Health & Safety Coordinators: Demonstrate experience working in remote areas on remediation projects similar in scope to the proposed project. Experience in developing and implementing site specific health and safety programs for remediation sites.

D. Non-Hazardous and Hazardous Waste Specialist: Demonstrate field experience on remediation projects similar in scope to the proposed project. Experience includes the identification, sampling, characterization, containerization and transportation and disposal of hazardous and non-hazardous materials.

NOTE:

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

4.3.4 Staffing Contingency Plan

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

4.3.5 Organization Chart

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

4.4 Part "3" - Aboriginal Opportunities Consideration (AOC) - If Bidder wishes to receive optional evaluation as outlined in section 2.6 of Annex "I"

The requirement is subject to the requirements of the Nunavut Comprehensive Land Claims Agreement. Bidders are encouraged to maximize involvement of local Inuit groups from the area of the contract associated with the project. Article 24 of the Nunavut Comprehensive Land Claims Agreement.

Your Aboriginal Opportunities Consideration (AOC) must include at least one of the following:

- 4.4.1** Provide documentation confirming the location of an office of the Bidder within the Nunavut Settlement Area.
- 4.4.2** Provide documentation confirming the Bidder's firm guarantee to use Inuit employee content from the area of the contract associated with the project in carrying out the work.
- 4.4.3** Provide documentation confirming the Bidder's firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from Inuit businesses from the area of the contract associated with the project.

NOTE:

1. If the Prime Contractor is an Inuit business from the area of the contract associated with this project, the total dollar value of the Inuit contracting shall also include their share of the contract, which is the total dollar value of the contract minus the dollar value of all non Inuit subcontracts for the time period specified.

4.5 Part "4" - Financial Bid

4.5.1 Your Bid

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

4.5.2 Prices

All prices must be quoted in Canadian funds FOB Cambridge Bay Airport Fire Training Area Site, Cambridge Bay, Nunavut. All items discussed in the bid are assumed to be included in the quoted firm unit or lot prices.

4.5.3 Exchange Rate Fluctuation

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

4.5.4 Customs Duties

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

5.0 Evaluation Criteria / Selection Method

5.1 Evaluation

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

5.2 Contractor Selection

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

Section 2: Resulting Contract**Table Of Contents****CAMBRIDGE BAY AIRPORT FIRE TRAINING AREA REMEDIATION
CAMBRIDGE BAY, NUNAVUT
PWGSC PROJECT NUMBER - R.056019.005****1.0 Instructions and Conditions**

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1.0 Instructions and Conditions

1.1 Standard Acquisition Clauses and Conditions Manual

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

1.1.2 The Manual is available on the PWGSC Website:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

1.2 Terms and Conditions of the Contract

1.2.1 Pursuant to the *Department of Public Works and Government Services Act*, S.C. 1996, c.16, the clauses and conditions identified in the contract by title, number and date, and the Conditions set out in Part B of the 2003 (2013-06-01) *Standard Instructions - Goods or Services - Competitive Requirements* are incorporated by reference into and form part of this Contract as though expressly set out in the contract.

1.3 Contract Cost Principles (1031-2, 2012-07-16)

2.0 Requirement

2.1 Summary

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

Public Works and Government Services Canada (PWGSC), on behalf of Transport Canada, has a requirement for remediation activities at the Cambridge Bay Airport Fire Training Area (FTA) located on Victoria Island, Nunavut. The work includes, but is not limited to the mobilization and demobilization of all necessary equipment and materials, for excavation of contaminated soil, construction of a landfarm treatment unit (LTU) at the site, and transpotation of impacted soil to the LTU.

R1 Specifications

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

R2 Period of Contract

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

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

R4 Departmental Representative

4.1 The Departmental Representative for this Contract is:

Name:

Title:

Address:

Telephone:

Facsimile:

E-mail:

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

R5 Contracting Authority

5.1 The Contracting Authority for this Contract is:

Brent Peters
Supply Specialist
Acquisitions, Western Region
Northern Contaminated Sites Program
Public Works and Government Services Canada
5th Floor, 10025 Jasper Avenue
Edmonton, AB T5J 1S6

Telephone: 780-497-3668
Facsimile: 780-497-3510
E-mail: brent.peters@pwgsc-tpsgc.gc.ca

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

R6 Health and Safety

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

R7 Supplementary Conditions

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

R8 General Conditions

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

R9 Terms of Payment

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

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Annex "A"

Supplementary Conditions

Supplementary Conditions

Changes To Contract Documents

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

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

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

SC02 GC1.8 (2013-04-25) Laws, Permits and Taxes DELETE - not used this requirement.

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

GC2.6 Contractor's Manager, Superintendent/ Supervisor

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

SC04 GC5 Terms of Payment R2850D (2010-01-11), will not be used for this requirement with the exception of GC5.8. With the exception of GC5.8, GC5 Terms of Payment is replaced with the Terms of Payment set out in **ANNEX "G"**.

SC05 GC6.4 Determination of Price (2013-04-25) - not used for this requirement.

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SC06 GC9 Contract Security R2890D (2012-07-16) - not used this requirement.

SC07 GC10 Insurance R2900D (2008-05-12) - not used this requirement.

Insurance Terms R2910D (2008-12-12) - not used this requirement.

SC08 Refer to Insurance terms and conditions as set out in **Annex " E"**.

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Annex “B”

General Conditions

General Conditions

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

GC1	General Provisions	R2810D (2013-04-25)
GC2	Administration of the Contract	R2820D (2012-07-16)
GC3	Execution and Control of the Work	R2830D (2010-01-11)
GC4	Protective Measures	R2840D (2008-05-12)
GC5.8	Claims and Obligations	R2850D (2010-01-11)
GC6	Delays and Changes in the Work	R2860D (2013-04-25)
GC7	Default, Suspension or Termination of Contract	R2870D (2008-05-12)
GC8	Dispute Resolution	R2882D (2008-12-12)
	Fair Wages and Hours of Labour - Labour Conditions	R2940D (2012-07-16)

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Annex "C"

Specifications

(Attached as a Separate Electronic Document)

Annex "D"

Health and Safety

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

Health and Safety

1. Principal Contractor

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

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

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

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

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

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

2. Permits, Notifications

2.1 The Contractor shall provide to the Departmental Representative:

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

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

3. Site Specific Safety Plan

3.1 The Contractor shall provide to the Departmental Representative, prior to commencement of work and without limiting the terms of General Conditions GC1 a Site Specific Safety Plan detailing the specific safety programs related to the general work required and any regulated hazardous activities. The plan must comply with the NU Safety Act contract specifications where so noted. Where there is any conflict between the two, the NU Safety Act shall prevail.

Refer to Annex "C", Specifications, Section 01 35 29.06.

4. Advance Notification Of Project

To Provincial/Territorial Labour Authority:

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

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

Date:_____ FileNumber:_____

Contract Amount:_____ Project Number:_____

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

Mailing Address:_____

Telephone:_____ Fax Number:_____

Contractor Name:_____

Project Details

Location of Project:_____

Nature of Work/Process Undertaken:_____

Name of Site Superintendent:_____

Contact Number for Superintendent:_____

Estimated Start Date of Project:_____

Estimated Project Duration:_____

Number of Workers to be Employed:_____

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

Company Name

Business Address/Location

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

Owner's representative: _____

Owner Representative Contact Number: _____

6. Hazardous Regulated Activities

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

Note to Prime/Principal Contractor or Constructor:

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

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

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

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

7. Distribution

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

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

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

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

8. Labour Authority Contacts

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

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

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

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Annex "E"

**Insurance Conditions and
Insurer's Certificate of Insurance**

1. Insurance Conditions

1.1 Payment of Deductable

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

1.2 Representation and Warranty

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

1.3 Period of Insurance

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

1.4 Insurance Requirements (G1001C 2008-05-12)

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

1.4.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

1.4.3 The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

1.5 Certificate of Insurance

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

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

1.6 Aviation Liability Insurance (G2030C 2008-05-12)

-
- 1.6.1** The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
- 1.6.2** The Aviation Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Employees and, where applicable, Volunteers must be included as Additional Insured.
 - (f) Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
 - (g) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (h) Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - (i) Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.
 - (j) Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
 - (k) Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
 - (l) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1 (<http://laws-lois.justice.gc.ca/eng/acts/J-2/>), if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

1.7 Automobile Liability Insurance (G2030C 2008-05-12)

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

1.7.2 The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
- (e) OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement.

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

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

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

1.8.3 The Contractors Pollution Liability insurance policy must include the following:

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

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

(c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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

(e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

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

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

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

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

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1.9 Insurer's Certificate of Insurance

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

CONTRACT

Description of Work:

Contract No.:

Award Date:

Location:

INSURER

Name _____

Address _____

BROKER

Name _____

Address _____

INSURED

Name of Contractor _____

Address _____

ADDITIONAL INSURED

Canada as represented by the Minister of Public
Works and Government Services
PWGSC Western Region
5th Floor, 10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

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

POLICY

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

Aviation Liability Insurance (includes a additional insured requirement):

Automobile Liability Insurance (excludes an additional insured requirement):

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

Other (if required):

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

Name of Insurer's Officer
or Authorized Employee

Telephone Number

Signature

Date

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

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Annex "F"

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

- 1) Section 1 - Basis of Payment**
- 2) Section 1a - BOPC-1 Cost Breakdown**

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

Section 1 - Firm Unit/Lump Sum Prices - Based on Estimated Quantities Cambridge Bay Airport Fire Training Area Remediation, Cambridge Bay, Nunavut During the Period of the Contract.

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

1.0 FIRM UNIT/LUMP SUM PRICES: PERIOD OF CONTRACT

- 1.1** The Contractor will be paid a separate firm unit or lump sum price, including profit, for the items identified herein, FOB Cambridge Bay Airport Fire Training Area, Cambridge Bay, Nunavut. Customs, duty included where applicable. Goods and Services Tax (GST) extra, as appropriate for the duration of the Contract Period.
- 1.2** If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate an amended price per unit for that portion of the item which exceeds 115% of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with
 - 1.2.1** detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
 - 1.2.2** the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115% of the tendered quantity.
- 1.3** If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85% of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
 - 1.3.1** there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
 - 1.3.2** the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
 - 1.3.3** the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
 - 1.3.4** in no event shall the total price for an item that has been amended as a result of a reduction in quantity exceed the amount that would have been payable to the Contractor had 85% of the tendered quantity actually been performed or supplied.

Section 1 - Proposed Basis of Pricing

Firm Unit/Lump Sum Prices (Based on Estimated Quantities) Cambridge Bay Airport Fire Training Area Remediation, Cambridge Bay, Nunavut During the Period of the Contract

Item/ Section	Description	Unit	Quantity (est.)	Unit Price	Total
01 11 21	Balance of Project Cost	Lump Sum	1		\$
01 31 19-1	Pre-mobilization site visit	Lump Sum	1		\$
01 31 19-2	Project Meetings	Lump Sum	1		\$
01 31 19-3	Project Management	Lump Sum	1		\$
01 33 00-1	Project Photographs	Lump Sum	1		\$
01 33 00-2	Project documents	Lump Sum	1		\$
01 35 13.43	Dewatering	Lump Sum	1		\$
01 35 29.06	Site Specific Health and Safety Plan	Lump Sum	1		\$
01 35 43	Environmental Procedures	Lump Sum	1		\$
01 52 00-1	Supply and operate temporary Facilities	Lump Sum	1		\$
01 52 00-2	Temporary Accommodations and meals	Lump Sum	1		\$
01 53 00-1	Mobilization	Lump Sum	1		\$
01 53 00-2	Demobilization	Lump Sum	1		\$
01 56 00	Supply of Hoarding or temporary fencing and safety signage.	Lump Sum	1		\$
01 71 00	Surveying (all Site surveying of excavations, LTU and monitoring wells)	Lump Sum	1		\$
01 77 00	Post Demobilization Inspection	Lump Sum	1		\$
02 51 00-1	Install four (4) groundwater monitoring wells at the LTU. Supply and Installation	wells	4	\$	\$
02 51 00-2	Install four (4) groundwater monitoring wells at the FTA excavation area. Supply and Installation	wells	4	\$	\$
02 55 13-1	Supply qualified utility locator and locate all underground utilities (including capping, moving, disconnection and reconnection).	Lump Sum	1		\$

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Item/ Section	Description	Unit	Quantity (est.)	Unit Price	Total
02 55 13-2	Construction of the LTU including the construction, excavation, berm and grading	m ²	16,900	\$	\$
02 55 13-3	Supply and install of clean granular material for LTU (Demarcation for FTA cell)	m ³	4,251	\$	\$
02 55 13-4	Excavation, loading, hauling & placing impacted soil from the FTA to LTU.	m ³	7,620	\$	\$
02 55 13-5	Backfilling of FTA excavations with local available clean soil fill.	m ³	7,620	\$	\$
31 32 19.02	Installation of FTA LTU geomembrane	Lump sum	1		\$
Total Estimated Price (GST Extra)					\$

Section - 1a - Balance of Project Cost BOPC-1

Provision of Item Breakdown(s) This form is intended to provide the Contracting Authority with a breakdown of the costs included in the BOPC-1. It will assist in determining if the cost represents value for money and are considered "fair and reasonable". The cost break down provided herein must equal the total provided in the **BOPC-1 in Section 1** of the proposed Basis of Payment. **Note:** Refer to 1031-2 article Spec Section 07 for Non Applicable Costs. Further breakdown may be requested where applicable.

Item	Description	Amount
00 11 21	Summary of Work i.e Balance of Project Costs for project including but not limited to: -Any variable indirect Costs for Overhead and Admin. - Costs for expeditors -Closeout submittals -CGL Insurance -All Risk Insurance -WCB Costs -Business Expenses -Ancillary Equipment, -Service Vehicles -Supervision, -Equipment repairs and parts supply & transport	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
01 31 19 - 1.5 (.4)	Project Management	\$ _____
01 33 00 - 1.5 (.3)	Submittal Procedures	\$ _____
01 35 00.06 - 1.4	Special Procedures for Traffic Control	\$ _____
01 35 13.13 - 1.4	Special Project Procedures for Airport Facilities	\$ _____
01 35 13.43 - 1.16	Special Project Procedures for Contaminated Sites	\$ _____
01 35 29.06 - 1.14 (.2)	Health and Safety Requirements	\$ _____
01 52 00 - 1.10 (.3)	Construction Facilities	\$ _____
01 53 00 - 1.3 (.2)	Mobilization/Demobilization	\$ _____
01 56 00 - 1.10 (.2)	Temporary Barriers and Enclosures	\$ _____
01 71 00 - 1.9 (.2)	Examination and Preparation	\$ _____
01 77 00 - 1.3 (.2)	Close Out Procedures	\$ _____
02 51 00 - 1.3 (.4)	Instrumentation	\$ _____
02 55 13 - 1.6 (.7)	Contaminate Soil	\$ _____
02 61 33 - 1.5 (.2)	Hazardous Waste Material	\$ _____
31 32 19.02 - 1.6 (.3)	Geomembrane Installation	\$ _____
Total for BOPC Breakdown. This dollar amount must be equal to that of which is provided in the Basis of Pricing BOPC-1.		\$ _____

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Proposed Basis of Pricing - Summary of Estimated Prices

Total - Estimated Price - Section 1 - BOP (GST Extra)	\$ _____
--	-----------------

GST Extra @ 5%	\$ _____
-----------------------	-----------------

Total Estimated Price - (GST Included)	\$ _____
---	-----------------

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Annex "G"

Terms of Payment

Terms of Payment

TP1 Basis of Payment

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

TP2 Limitation of Expenditure

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

TP3 Method of Payment

- 3.1** Payments will be made, not more frequently than once per month, for the costs and charges incurred, less the holdback, in accordance with the Basis of Payment, **Annex "F"**, attached.
- 3.2** The Contractor shall maintain detailed accurate records broken down into section headers as per **Annex "F"**, attached. At the end of each month, the Contractor shall deliver the original and two (2) copies of the completed PWGSC - Claim for Payment, to the Departmental Representative, for payment processing.
- 3.2.1** Cost verification and audit, for any Potential Additional Work or Service in accordance with the contract requirements, may be performed by a Government Auditor. All backup documentation receipts, vouchers, time cards, etc. to support the claim, will remain with the contractor and must be retained for at least five (5) years upon contract expiry.
- 3.3** Each claim shall include:
- 3.3.1** a written monthly progress claim report that fully describes any part of the work that has been completed, and any material that was delivered to the work site but not incorporated into the work, during that payment period;
- 3.3.2** the Contract Number and Financial Codes as given on Page 1 of the Contract;
- 3.3.3** the amount currently claimed, the total amount of the previous claims, and the cumulative total to date;
- 3.3.4** the holdback of ten (10) percent; except
- 3.3.4.1** The Crown will allow a one time firm lump sum payment for mobilization at start-up (not subject to holdback) and;

-
- 3.3.4.2** The Crown will allow a one time firm lump sum payment for demobilization at shutdown (not subject to holdback);
- 3.3.5** the Goods and Services Tax (GST) / Harmonized Sales Tax (HST) as a separate item; and the GST/HST registration number.
- 3.3.6** a statutory declaration containing a deposition by the Contractor that, up to the date of the Contractor's progress claim, the Contractor has complied with all its lawful obligations with respect to the Labour Conditions and that all lawful obligations of the Contractor to subcontractors and suppliers of material in respect of the work under the contract have been fully discharged.
- 3.4.** The Departmental Representative shall, not later than fifteen (15) days after receipt of a progress claim, inspect the part of the work and the material described in the progress claim
- 3.5** The holdback will be paid annually at the end of the field season and upon completion of the contract subject to:
- 3.5.1** completion and acceptance of the Work;
- 3.5.2** the submission of all deliverable items, including government furnished equipment or purchased equipment, as applicable, to the Departmental Representative.
- 3.5.3** the approval of the claim for holdback by the Crown.
- 3.6** Payment by Canada to the Contractor for the Work shall be made:
- 3.6.1** in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed Contractor's claim; or
- 3.6.2** in the case of a final payment, within thirty (30) days following the date of receipt of a duly completed Contractor's claim, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
- 3.6.3** if Canada has any objection to the form of the claim, within fifteen (15) days of its receipt, Canada shall notify the Contractor of the nature of the objection. "Form of the claim" means a claim which contains or is accompanied by such substantiating documentation as Canada requires. Failure by Canada to act within fifteen (15) days will only result in the date specified in subparagraphs 3.6.1 and 3.6.2 of this clause applying for the sole purpose of calculating interest on overdue accounts.

TP4 T1204 - Invoicing Instructions

- 4.1** Pursuant to paragraph 221(1)(d) of the Income Tax Act, R.S.C. 1985 c.1 (5th Sup.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 4.2** To enable departments and agencies to comply with this requirement, the Contractor must provide the following information with its first invoice:
- 4.2.1** the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;

-
- 4.2.2** the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
- 4.2.3** the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN;
- 4.2.4** in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
- 4.3** If the information includes a SIN, the information should be provided in a separate envelope marked "PROTECTED" and attached to the invoice.

TP5 Delay in Making Payment

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

TP6 Interest on Overdue Accounts

- 6.1** For the purposes of this clause:

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

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

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

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

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

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

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

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

TP7 Progress Report and Payment Thereunder not Binding on Canada

- 7.1** Progress payments shall be regarded as interim payments only and the Minister shall have the right to conduct interim cost/time verifications or audits and to make adjustments from time to time during the performance of the Work. Any overpayment resulting from such progress payments or otherwise shall be refunded promptly to Canada.
- 7.2** Neither a progress report referred to in **TP3.3.1** nor any payment made by Canada pursuant to these Terms of Payment shall be construed as an admission by Canada that the work, material or any part thereof is complete, is satisfactory or is in accordance with the contract.

TP8 Right of Set-off

- 8.1** Without limiting any right of setoff or deduction given or implied by law or elsewhere in the contract, Canada may set off any amount payable to Canada by the Contractor under this contract or under any current contract against any amount payable to the Contractor under this contract.
- 8.2** For the purposes of **TP8.1**, "current contract" means a contract between Canada and the Contractor
- 8.2.1** under which the Contractor has an undischarged obligation to perform or supply work, labour or material, or
- 8.2.2** in respect of which Canada has, since the date on which these articles of agreement were made, exercised any right to take the work that is the subject of the contract out of the Contractor's hands.

TP9 Interest on Settled Claims

- 9.1** Canada shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 per cent per annum from the date the settled claim was outstanding until the day prior to the date of payment.
- 9.2** For the purposes of **TP9.1**,
- 9.2.1** a claim is deemed to have been settled when an agreement in writing is signed by the parties setting out the amount of the claim to be paid by Canada and the items of work for which the said amount is to be paid.
- 9.2.2** a settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the contract had it not been disputed.
- 9.3** For the purposes of **TP9** a claim means a disputed amount subject to negotiation between Canada and the Contractor under the contract.

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Annex "H"

Certifications and Required Documentation

Certifications and Required Documentation

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Certifications Required at Solicitation Closing (If Bidder wishes to receive optional evaluation for Aboriginal Opportunities Consideration as outlined in section 2.6 of Annex "I")

1.1 Guarantee of Inuit Employee Content - On Site Contractors & Sub- Contractors - % of Inuit Employee Content

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

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

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

$\frac{\text{Total No. Of Inuit Person Hours For This Project}}{\text{Total No. Of Person Hours For This Project}} = \text{_____ \%}$

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

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

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

Note: The Inuit Content for Contracting is calculated by dividing the total dollar value of Inuit contracting content by the total dollar value of the contract for the time period specified. If the Prime Contractor is an Inuit business from the area of the contract associated with this project, the total dollar value of the Inuit contracting shall also include their share of the contract, which is the total dollar value of the contract minus the dollar value of all non Inuit subcontracts for the time period specified.

Name of Contractor and Location (If Available)	Inuit Company	Non- Inuit Company

2. Mandatory Certifications Required Precedent to Contract Award

2.1 Code of Conduct and Certifications - Related Documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true.

3. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time

frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

3.1 Joint Venture

The Bidder represents that the bidding entity is / is not (delete as applicable) a joint venture as defined in *section 17 of the 2003 (2013-06-01) Standard Instructions - Goods or services - Competitive Requirements*. A Bidder that is a joint venture represents the following additional information:

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

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

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

(c) Procurement Business Number of the Joint Venture

3.2 Contractor's Representative

Name:

Title:

Company:

Address:

Telephone:

Facsimile:

E-mail:

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Annex "I"

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

1. Evaluation

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

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

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

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

Total Points Available = 200

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

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

Maximum Premium Paid = 15% of Lowest Compliant Bid.

Summary of the Results of the Evaluation (Example Only)

Firm Name	Tech/MGT Bid (Pass = 120 Min)	Evaluated Price Bid (GST Included)	Weighted Score Merit = 60%	Weighted Score Cost = 40%	Total Score
Bidder "A"	175/200	\$1,000,000.	53	40 Low cost	93.0 Best Overall Bid
Bidder "B"	165/200	\$1,100,000.	50.0	37.0	87.0

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Bidder "C"	155/200	\$1,150,000.	47.0	35.0	82.0
Bidder "D"	150/200	\$1,400,000.	45.0	N/A *	N/A *
Bidder "E"	112/200**	\$1,200,400.	N/A	N/A	N/A

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

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

2.4 Technical Bid Evaluation

ITEM	CATEGORY	AVAILABLE POINTS
2.4	TECHNICAL BID	
2.4.1	Project Understanding <ul style="list-style-type: none"> Demonstrated understanding of the scope of work as well as the unique nature of the project relative to, but not limited to, the constraints of working in a remote northern area. 	10
2.4.2	Health and Safety <ul style="list-style-type: none"> Identified the risks and hazards specific to site and provided details on how they would be mitigated and/or managed. This should include comprehensive analysis of potential health and safety risks applicable to the work that does not include generic or basic health and safety concerns. Concrete examples of either tools, procedures and preparation that will be used and established should be included in this section. 	25
2.4.3	Equipment	
2.4.3.1	Remediation Equipment and Supplies <ul style="list-style-type: none"> Provided a detailed inventory of equipment and equipment sources proposed for site work including, condition and age/hours of heavy equipment. This may include but not be limited to earth moving equipment, trucks, and vehicles, etc. Provided details on how equipment will meet the specific site constraints, equipment redundancy, on-site equipment maintenance, spare parts inventory and dedicated repair and maintenance staff. Provided a detailed inventory of the remediation supplies necessary to complete the work. This may include but may not be limited to dewatering related supplies, monitoring equipment etc. Do not include health and safety supplies. Included identification of potential problems and mitigative measures. 	30
2.4.4	Description of Work	
2.4.4.1	Mobilization/Demobilization: <ul style="list-style-type: none"> Provided a detailed description on how all equipment, materials, supplies and personnel proposed for use at the site will be transported to and from the site. Included identification of potential problems and mitigative measures. 	20

ITEM	CATEGORY	AVAILABLE POINTS
2.4	TECHNICAL BID	
2.4.4.2	Borrow Source Development: <ul style="list-style-type: none"> • Provided details regarding which borrow sources will be developed and the estimated quantities of material to be used. This should include borrow source proximity to work site. • Included identification of potential problems and mitigative measures. 	10
2.4.4.3	Landfarm Treatment Unit: <ul style="list-style-type: none"> • Provided detail on the construction of the landfarm treatment unit including the placements of liners, and the containment and treatment of contact water. • Provided details regarding how the petroleum hydrocarbon contaminated soil will be excavated and how it will be transported to the identified treatment unit. • Provided details on how mitigative measures to complete the construction of the landfarm treatment unit if landfarm treatment construction materials are delayed arriving to site. • Provided details on potential problems and mitigative measures of working with another contractor in the work space area. • Identified potential problems and mitigative measures. 	30
2.4.4.4	Excavation and Transport of Contaminated Soil: <ul style="list-style-type: none"> • Provided details regarding how the contaminated soils will be excavated. • Provided details on the containers or equipment that will be used to transport the contaminated soil from the Fire Training Area to the treatment area and demonstrated how compliance with all relevant environmental acts and regulations associated with the transportation of hazardous materials will be accomplished. • Provided details on the transportation of the contaminated soil to the treatment area including interim storage, if necessary. • Identified potential problems and mitigative measures. 	15

ITEM	CATEGORY	AVAILABLE POINTS
2.4	TECHNICAL BID	
2.4.4.5	Schedule: <ul style="list-style-type: none"> • Provided a schedule which clearly shows if the remediation activities will be completed concurrently or sequentially. • Prepared a schedule of activities that illustrated the duration of each of the major tasks. • Each task was broken down into sufficient sub tasks so that project progress can be easily monitored by the Departmental Representative. • Identified the critical path of activities within the schedule and what "float" is included within the duration of the specified activities. • The schedule clearly indicated the sequence of work activities. • Provided written assurance that the proposed schedule will be adhered to and that time and associated operating expenses required to perform the Known contract Work is at contractor's cost. 	40
2.4.5	Proposal Organization	
2.4.5.1	Clear, Concise and Complete Proposal: <ul style="list-style-type: none"> • Provided a clear, concise and complete proposal that is well organized. All criteria were addressed in the order outlined in the RFP and in sufficient depth so as to indicate a clear understanding of the requirements and services to be provided. 	10
Total Points Available This Section (Technical Bid)		190
Minimum Points Acceptable Overall This Section (Technical Bid)		114 (60%)
Total Points Awarded This Section (Technical Bid)		

2.5 Management and Organizational Evaluation

ITEM	CATEGORY	AVAILABLE POINTS
2.5	MANAGEMENT AND ORGANIZATIONAL BID	
2.5.1	Company/Joint Venture/ Consortium Qualifications and Experience: <ul style="list-style-type: none"> • Provided details on the qualifications on bidder's Company/Joint venture/Consortium, and historical background information demonstrating experience specifically related to similar scope of work activities at remote northern locations. 	20
2.5.2	Client References: <ul style="list-style-type: none"> • Provided evidence of up to three (3) similar remediation projects successfully undertaken by the bidder. A "similar project" for this evaluation is defined as a project completed at a remote northern location which consisted of similar work. The project team, their roles, the project objectives, scope of services, budget, completion date and deliverables were clearly identified. • Provided client letters of reference for each of the projects identified that are signed and dated by the Bidder's client and, at a minimum, specifically address the following items: <ol style="list-style-type: none"> 1. Extent to which bidder delivered services on time 2. Extent to which bidder delivered services on budget 3. Extent to which bidder met objective of the project • Points are awarded to bidder for degree of overall achievement in each of the 3 sub-categories, and are not awarded on a project-by-project basis. 	30

ITEM	CATEGORY	AVAILABLE POINTS
2.5	MANAGEMENT AND ORGANIZATIONAL BID	
2.5.3	<p>Qualifications of Key Individuals:</p> <ul style="list-style-type: none"> • Provided resumes (up to 2 pages in length) for the following positions. Resumes included experience on similar projects, experience working in remote northern environments and experience in the proposed project role. <p>A. Project Manager (15 points) & back-up (4 points)</p> <ul style="list-style-type: none"> • Demonstrated experience managing remediation projects similar in scale and scope to the proposed project. • Experience included financial and schedule control, liaison with client. <p>B. Site Superintendent(15 points) and cross-shift (8 points)</p> <ul style="list-style-type: none"> • Demonstrated experience managing personnel in a remote setting. • Experience included site superintendent experience on remediation projects similar in scope to the proposed project. <p>C. Off-site (8 points) and on-site (10 points) Health & Safety Coordinators</p> <ul style="list-style-type: none"> • Demonstrated experience working in remote areas on remediation projects similar in scope to the proposed project. • Experienced in developing and implementing site specific health and safety programs for remediation sites. <p>D. Non-Hazardous and Hazardous Waste Specialist (10 points)</p> <ul style="list-style-type: none"> • Demonstrated field experience on remediation projects similar in scope to the proposed project. • Experience included the identification, sampling, characterization, containerization and transportation and disposal of hazardous and non-hazardous materials. <p>NOTE:</p> <ol style="list-style-type: none"> 1. Back-up personnel are personnel assigned to the project if the identified personnel are not available due to illness, change in employment, etc. 2. Cross-shift personnel are personnel who will regularly replace the identified personnel for shift changes during the site work. 	70

ITEM	CATEGORY	AVAILABLE POINTS
2.5	MANAGEMENT AND ORGANIZATIONAL BID	
2.5.4	Staffing Contingency Plan: <ul style="list-style-type: none"> Demonstrated ability to properly staff the project and contingency plans to cover off key team members. 	10
2.5.5	Organization Chart: <ul style="list-style-type: none"> Submitted a detailed Organization Chart of the Project Team showing Transport Canada, PWGSC, Departmental Representative, Contractor's Staff, Sub-Contractors. Included all of the resource elements including Contractor personnel and subcontractors. Identified who will be responsible for overall control and for the provisions for controlling costs and conformance to the Statement of Work. Clearly identified lines of communication for all parties. 	10
Total Points Available This Section (Mgmt. and Organizational Bid)		140
Minimum Points Acceptable Overall This Section (Mgmt. and Organizational Bid)		84 (60%)
Total Points Awarded This Section (Mgmt. and Organizational Bid)		

2.6 Aboriginal Opportunities Consideration (AOC) - Optional

The following optional bonus points for Inuit benefits allow Bidders to provide a plan for considerations of the use of Inuit labour content and Inuit businesses from the area of the contract associated with the project in carrying out the work. Optional Bonus points will be added to the point rated criteria total points.

NOTE: If a Bidder fails the point rated criteria, the proposal will be considered technically unacceptable and will be given no further consideration and the optional bonus points, if applicable, will not be evaluated or considered.

CATEGORY	POINT VALUE	SCORE
Office: Bidder has an office located within the Nunavut Settlement Area of the Nunavut Comprehensive Land Claims Agreement.	5	
Labour Recruitment (Inuit Employee Content): <ul style="list-style-type: none"> Bidder included a firm guarantee to use Inuit employee content from the area of the contract associated with the project in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless whether they are prime contractor staff or subcontractor staff. <ul style="list-style-type: none"> 0 – 33% of total labour hours 0-1 points 34-66% of total labour hours 2-3 points 67-100% of total labour hours 4-6 points 	6	
Sub-contractors/Suppliers: <ul style="list-style-type: none"> Bidder included a firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from Inuit businesses from the area of the contract associated with the project. Ranges are based on expenditure for equipment associated, supplies and /or services as a percentage of the total estimated cost for the remediation contract not the number of businesses used. <ul style="list-style-type: none"> 0 – 33% of total estimated cost 0-1 points 34-66% of total estimated cost 2-3 points 67-100% of total estimated cost 4-6 points <p>Note: if the Prime Contractor is an Inuit business from the area of the contract associated with this project, the total dollar value of the Inuit contracting shall also include their share of the contract, which is the total dollar value of the contract minus the dollar value of all non Inuit subcontracts for the time period specified.</p>	6	
Total Points Available This Section - AOC (no minimum pass/fail)	17	
Total Points Awarded This Section - AOC		

Solicitation No. - N° de l'invitation

EW699-140249/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ncs206

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

TC

NCS-3-36041

Evaluation Summary

Total Points Achieved - Technical Bid (Minimum 60% of 190 = 114 points required to pass)	____/190
Total Points Achieved - Management and Organizational Bid (Minimum 60% of 140 = 84 points required to pass)	____/140
Total Optional Bonus Points Achieved - Aboriginal Opportunities Consideration (AOC) - (17 points maximum with no pass/fail)	____/ 17
Overall Total Point Score Achieved	____/347
Contractor Selection: Highest Total Best Value Score (Merit Score + Cost Score)	
Merit Score = (Bidder's Overall Total Point Score / Total Points Available) x 60	____/ 60
Cost Score = (Lowest Responsive Bidder's Total Estimated Cost Sumbitted / Bidder's Total Estimated Cost) x 40	____/ 40
Total Best Value Score	____/100