

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Avenue  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Frobisher Gas Wells Remediation/Aba	
<b>Solicitation No. - N° de l'invitation</b> EW699-151177/A	<b>Date</b> 2014-11-14
<b>Client Reference No. - N° de référence du client</b> PWGSC EW699-151177	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$GMP-010-6280	
<b>File No. - N° de dossier</b> GMP-4-37136 (010)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-12-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Peters (NCS), Brent	<b>Buyer Id - Id de l'acheteur</b> ncs206
<b>Telephone No. - N° de téléphone</b> (780) 497-3668 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE NORTH, 5TH FLOOR 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Northern Contaminated Site Program  
ATB Place North Tower  
10025 Jasper Avenue  
Edmonton  
Alberta  
T5J 1S6

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

Solicitation No. - N° de l'invitation

EW699-151177/A

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

PWGSC EW699-151177

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-4-37136

Buyer ID - Id de l'acheteur

gmp010

CCC No./N° CCC - FMS No/ N° VME

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*See attached documents.*

# CERTIFICATE OF INSURANCE



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

Description and Location of Work <b>Frobisher Gas Wells</b>	Contract No. EW699-151177
	Project No. R.031549.037

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability Umbrella/Excess Liability</b>				<b>\$5,000,000.00</b> \$	<b>\$10,000,000.00</b> \$	<b>\$5,000,000.00</b> \$
<b>Pollution Liability</b>				<b>\$1,000,000.00</b> <input type="checkbox"/> Per Incident <input checked="" type="checkbox"/> Per Occurrence		Aggregate \$
<b>Errors and Omissions</b>				<b>\$1,000,000.00</b> <input type="checkbox"/> Per Incident <input checked="" type="checkbox"/> Per Occurrence		Aggregate \$
<b>Automobile Liability</b>				<b>\$2,000,000.00</b> <input type="checkbox"/> Per Incident <input checked="" type="checkbox"/> Per Occurrence		Aggregate \$

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

## General

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

## Commercial General Liability

The insurance coverage provided must not be substantially less than that provided by the latest edition of IBC Form 2100.

The policy must either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:

- (a) Blasting.
- (b) Pile driving and caisson work.
- (c) Underpinning.

The policy must have the following minimum limits:

- (a) **\$5,000,000** Each Occurrence Limit;
- (b) **\$10,000,000** General Aggregate Limit per policy year if the policy contains a General Aggregate; and
- (c) **\$5,000,000** Products/Completed Operations Aggregate Limit.

Umbrella or excess liability insurance may be used to achieve the required limits.

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

### **Automobile Liability Insurance**

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.

The policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits – all jurisdictional statuses
- (c) Uninsured Motorist Protection
- (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

### **Contractors Pollution Liability**

The policy must have a limit usual for a contract of this nature, but not less than **\$1,000,000** per incident or occurrence and in the aggregate.

### **Errors and Omissions Liability**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 loss and in the annual aggregate, inclusive of defence costs.
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.
3. The following endorsement must be included:

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

1. The technical evaluations of proposals will include a point rating of the bidder's Aboriginal subcontracting plan. The contractor is encouraged to utilize northern resources whenever possible in carrying out the work of the contract. This should be done in line with AANDC's Contaminated Sites Management Policy and one of the guiding principles that AANDC will incorporate economic opportunities, to the extent possible, for aboriginal people and other northerners in the management and remediation of contaminated sites.
2. AANDC's objectives are consistent with the requirement for a "Benefits Plan" as defined under the Canadian Oil and Gas Operations Act (COGOA) in which:

The Minister may require that any benefits plan submitted include provisions to ensure that disadvantaged individuals or groups have access to training and employment opportunities and to enable such individuals or groups or corporations owned or cooperatives operated by them to participate in the supply of goods and services used in any proposed work or activity referred to in the benefits plan.
3. The benefits plan requirements are further referred to under the Deh Cho Interim Measures Agreement "The benefits plan submitted by the operator for the approval of the Minister of AANDC shall be commensurate with the nature, scope, magnitude and duration of the proposed work, activity or development. " The benefits plan may contain provisions for consultation, maximization of opportunities for employment, training, the supply of goods and services, and compensation for damages relating to resource harvesting.
4. Points will be rounded using standard mathematical methods to one (1) decimal places, when required
5. The technical proposal should be limited to fifty pages.

**EVALUATION AND RATING:**

C A T E G O R I E S	Maximum Score	5	10	15	20	25	30	35	40	45	50	55	60	65	70	75	80
		<b>Qualified</b>															
E X C E L L E N T	Exceptional. Should ensure extremely effective performance	5	10	14-15	17-20	22-25	26-30	30-35	35-40	39-45	43-50	47-55	51-60	54-65	58-70	63-75	66-80
V E R Y  G O O D	Above Average and more Than adequate for effective performance	4	8-9	12-13	13-16	18-21	21-25	24-29	28-34	32-38	35-42	38-46	41-50	43-53	46-57	50-62	53-65
G O O D	Average and should be adequate for effective performance	3	5-7	8-11	10-12	13-17	15-20	18-23	20-27	23-31	25-34	28-37	30-40	33-42	35-45	38-49	40-52
U N Q U A L I F I E D	Unacceptable . Insufficient for performance requirements	2	0-4	0-7	0-9	0-12	0-14	0-17	0-19	0-22	0-24	0-27	0-29	0-32	0-34	0-37	0-39

ITEM	<p style="text-align: center;"><b>CATEGORY</b></p> <p style="text-align: center;">(*) = Numbers in brackets represent point allocation of available points</p>	Available Points
<b>TECHNICAL PROPOSAL</b>		
1	<p><b>CLEAR, CONCISE AND COMPLETE PROPOSAL</b></p> <p>Proposal:</p> <ul style="list-style-type: none"> <li>- clear, concise and complete (3)</li> <li>- well organized (3)</li> <li>- followed the format outlined in the RFP (4)</li> </ul>	<b>/10</b>
2	<p><b>PROJECT UNDERSTANDING</b></p> <p>Demonstrated understanding of:</p> <ul style="list-style-type: none"> <li>- sour gas wells (5)</li> <li>- the unique nature of the project (5)</li> <li>- scope of the work (5)</li> <li>- constraints of working on a gas well abandonment site with limited/difficult access (5)</li> </ul>	<b>/20</b>
<b>Description of Work</b>		
3	<p><b>PROJECT MANAGEMENT</b></p> <ul style="list-style-type: none"> <li>- Demonstrated an understanding of requirements for abandonment/construction services. (5)</li> <li>- Provided a proposed action plan for construction activities. (5)</li> <li>- Identified methods and controls in executing the work (5)</li> <li>- Identified plan for project reporting to the Departmental Representative (5)</li> </ul>	<b>/20</b>
4	<p><b>MOBILIZATION &amp; DEMOBILIZATION</b></p> <ul style="list-style-type: none"> <li>- 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. (10)</li> <li>- Provided details on how route construction, route hazards/risks, usage issues (permitting issues, ski club proximity, site construction etc.) will be addressed. (10)</li> <li>- Described how the environmental impact of access route construction and usage will be minimized for both mobilization and demobilization to the well sites. (5)</li> </ul>	<b>/25</b>
5	<p><b>GAS WELL ABANDONMENT</b></p> <ul style="list-style-type: none"> <li>- Provided a detailed description of the gas well abandonment plan. (5)</li> <li>- Provided a detailed description of the Safety Plan and Environmental Protection Plan. Included what the Contractor's anticipated maximum workforce will be. (5)</li> <li>- Included details on how all three (3) wells will be handled as a single project, and identified whether work will be planned concurrently or and why. (5)</li> <li>- Included a conceptual layout of the well-site footprint showing the location of all proposed infrastructure required for well abandonment. Included measures to minimize footprint. (5)</li> </ul>	<b>/20</b>
6	<p><b>PROBLEMS AND CHALLENGES</b></p> <ul style="list-style-type: none"> <li>- Identified Possible Problems and Challenges to successful completion of work. (10)</li> <li>- Identified and described solutions and mitigation measures for identified problems and challenges (10)</li> </ul>	<b>/20</b>

7	<p><b>MATERIALS MANAGEMENT</b></p> <ul style="list-style-type: none"> <li>- Provided details for Collection, Containerization and Disposal of Produced Fluids, Drilling Fluids, Cement returns, and Non-Hazardous and Hazardous Materials (5)</li> <li>- Provided details regarding how abandonment fluids (i.e., produced fluids, drilling fluids, cement returns, etc.) will be collected, containerized and disposed. (5)</li> <li>- Provided details regarding how non-hazardous and hazardous site debris will be collected, containerized and disposed. (5) <ul style="list-style-type: none"> <li>- Identified the disposal locations and provide a letter from the facility confirming their acceptance of the potential waste streams. (5)</li> <li>- Included any cost saving measures, such as pre-arranged pricing for produced saline water disposal, etc. (5)</li> </ul> </li> </ul>	<b>/25</b>
8	<p><b>EQUIPMENT</b></p> <ul style="list-style-type: none"> <li>- Provided a detailed list of equipment suitable for work in limited access conditions and the scope of work that will be mobilized to site. (5)</li> <li>- Provided details for heavy equipment (age, condition, photographs etc.) (5)</li> <li>- Provided details on availability and access to rigs and key pieces of equipment necessary to complete the activities (5)</li> <li>- Provided detailed plans for the minimization of equipment downtime and plans to minimize "hotshots" for missed parts such as bits etc. (5)</li> <li>- Identified current location and haul distances to site. Identified materials and supplies to be used. (5)</li> </ul>	<b>/25</b>
9	<p><b>SCHEDULE</b></p> <ul style="list-style-type: none"> <li>- Prepared a schedule of activities which will illustrate the duration of each of the major tasks (major tasks include but are not limited to tasks listed in the Scope of Work). (10)</li> <li>- Tasks are broken down into sufficient sub tasks so that the project progress can be easily monitored by the Departmental Representative (10)</li> <li>- Identified the critical path of activities within the schedule and what "float" is included within the duration of the specified activities. (10)</li> <li>- Demonstrate an understanding that the construction schedule is dependent on obtaining applicable permits. Included identification of potential problems and mitigative measures. (10)</li> </ul>	<b>/40</b>
<b>TOTAL POINTS AVAILABLE</b>		<b>/ 205</b>
<b>MINIMUM POINTS ACCEPTABLE OVERALL UNDER TECHNICAL PROPOSAL (50% Pass Mark) - 102.5</b>		

ITEM	MANAGEMENT AND ORGANIZATION PROPOSAL	WEIGHT
10	<p><b>BIDDERS EXPERIENCE ON SIMILAR PROJECTS</b></p> <p>Provide evidence for three (3) similar projects successfully completed. A "similar project" for this evaluation is generally defined as projects completed which consisted of an abandonment program of historical gas wells. Preference will be given to northern projects and/or abandonment programs conducted under the jurisdiction of the National Energy Board. Each of the three projects may receive a maximum of ten (10) points.</p> <p>Provide a client reference (name, address, phone and email of client contact. The Evaluation Board reserves the right to contact the references to verify the information provided in the bid.</p>	/30
11	<p><b>ACHIEVEMENTS OF KEY PERSONNEL ON SIMILAR PROJECTS</b></p> <p>Contractor must identify the four (4) Key personnel assigned to the project for the following roles:</p> <ul style="list-style-type: none"> <li>- <b>Project Manager</b></li> <li>- <b>Designated Drilling Consultant (Site Superintendent)</b></li> <li>- <b>Designated Abandonment Specialist / Engineer</b></li> <li>- <b>Health and Safety Coordinator</b></li> </ul> <p>Describe the experience and performance of the four (4) key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements.</p> <p>Information that should be supplied for each key qualifications will be reviewed for a maximum twelve (12) points each:</p> <ul style="list-style-type: none"> <li>• professional accreditation (3)</li> <li>• accomplishments/achievements/awards (3)</li> <li>• relevant experience, expertise, number of years experience (3)</li> <li>• role, responsibility and degree of involvement of individual in past projects (3)</li> </ul>	/48
12	<p><b>ORGANIZATION CHART</b></p> <p>Submission of a detailed Organization Chart of the Project Team showing PWGSC staff, lines of communication, Contractor's Staff, and Sub-Contractors. As well, include all of the elements and identify who will be responsible for overall control and for the provisions for controlling costs and conformance to the Statement of Work.</p>	/20
13	<p><b>Change and Scope Management</b></p> <p>Demonstrated commitment to make known and seek approval for required additional work (10)</p> <p>Provided site clerk to manage and track equipment hours, disbursements, subcontractor costs and invoices (10)</p> <p>Provided plan for ensuring all work required is made known to DR, approved and invoiced in a timely manner (20)</p>	/40

14	<p><b>Aboriginal Subcontractor Plan</b></p> <p>The contractor is encouraged to utilize Aboriginal resources whenever possible in carrying out the work of the contract. This should be done in line with AANDC's Contaminated Sites Management Policy, under which one of the guiding principles is that "AANDC will incorporate economic opportunities, to the extent possible, for aboriginal people, Inuit and northerners in the management and remediation of contaminated sites.</p> <p>Bidders must identify the value of the Aboriginal Subcontractor plan. Bidders must also provide evidence of their Aboriginal Subcontract commitment and identify how this commitment will be achieved in the performance of the work.</p> <p>\$ Value of Subcontractor portion / Overall bid price = Percentage Value</p> <p>Example \$350,000.00 (Aboriginal Subcontractor plan) / \$1,000,000.00 (Overall bid price) = 35%</p> <p>Bidder will receive 35 points</p> <table data-bbox="186 714 527 871"> <tr> <td>0 - 9 %</td> <td>0 - 9 points</td> </tr> <tr> <td>10 - 19 %</td> <td>10-19 Points</td> </tr> <tr> <td>20 - 29 %</td> <td>20 - 29 points</td> </tr> <tr> <td>30 - 39 %</td> <td>30 - 39 points</td> </tr> <tr> <td>40 - 100 %</td> <td>40 points</td> </tr> </table>	0 - 9 %	0 - 9 points	10 - 19 %	10-19 Points	20 - 29 %	20 - 29 points	30 - 39 %	30 - 39 points	40 - 100 %	40 points	/40
0 - 9 %	0 - 9 points											
10 - 19 %	10-19 Points											
20 - 29 %	20 - 29 points											
30 - 39 %	30 - 39 points											
40 - 100 %	40 points											
TOTAL POINTS AVAILABLE =		/ 178										
<p><b>MINIMUM POINTS ACCEPTABLE OVERALL UNDER MANAGEMENT AND ORGANIZATION PROPOSAL (50% Pass Mark) = 89</b></p>												

**ANNEX H****Lump Sum Cost Breakdown**

– (the table below is for information purposes only)

Prior to contract award, the assessed best value bidder/contractor will be required to complete the table below. The total of the table below must equal the LUMP SUM AMOUNT (LSA) from the ANNEX H total submitted at the time of solicitation closing.

#	Spec #	Description	Price
1.a	01 53 00-1	Mobilization - Mobilization of all labour, equipment and materials necessary to complete the Work as per the Tender Specifications, Drawings and Appendices, including but not limited to mobilization between the specified well locations.	\$
1.b	01 53 00-1	Demobilization - Demobilization of all labour, equipment and materials necessary to complete the Work as per the Tender Specifications, Drawings and Appendices, including but not limited to demobilization between the specified well locations.	\$
2.	01 53 00-2	Site Access - Supply, construction, operation, maintenance and decommissioning of all site access to the specified well locations to facilitate completion of the Work as per the Tender Specifications, Drawings and Appendices, including but not limited to design, clearing and grubbing, winter road construction and maintenance, ice bridge construction and maintenance (if applicable), waste and spoil handling and disposal.	\$
3.	33 99 99-1A	Abandonment of <b>Gas Well #5</b> , - Supply of all labour, equipment, and materials to complete the Abandonment of Gas Wells #5 as per the Tender Specifications, Drawings and Appendices, including but not limited to site preparation/set-up, commissioning of equipment, well drilling, well cementing, well plugging, blowout prevention, waste handling and disposal, and logging and recording.	\$
	33 99 99-1B	Abandonment of <b>Gas Well #5B</b> - Supply of all labour, equipment, and materials to complete the Abandonment of Gas Wells 5B as per the Tender Specifications, Drawings and Appendices, including but not limited to site preparation/set-up, commissioning of equipment, well drilling, well cementing, well plugging, blowout prevention, waste handling and disposal, and logging and recording.	
	33 99 99-1B	Abandonment of <b>Gas Wells #7</b> - Supply of all labour, equipment, and materials to complete the Abandonment of Gas Wells #7 as per the Tender Specifications, Drawings and Appendices, including but not limited to site preparation/set-up, commissioning of equipment, well drilling, well casing & bowl (Well #7), well cementing, well plugging, well centralization (Well #7), blowout prevention, waste handling and disposal, and logging and recording	
4.	33 99 99-2	Cut and Cap of Gas Wells #6 and #8 - Supply of all labour, equipment, and materials to complete the cutting and capping of Gas Wells #6 and #8 as per the Tender Specifications, Drawings and Appendices, including but not limited to existing fence removal and disposal, soil excavation/stockpiling/backfilling, well casing cutting and disposal, cap welding, and signage.	\$
5.	01 74 11 - 1	Debris Removal & Disposal of debris near gas well #1 - Supply of all labour, equipment and materials for removal, handling, transportation and disposal of waste debris as per the Tender Specifications, Drawings and Appendices.	\$
6.	01 33 00 - 1	Submittals - Preparation and submission of all submittals as per the Tender Specifications, including preparation of drafts for review and final submissions.	\$
7.	01 71 01 - 1	Survey - Completion of all survey requirements as per the Tender Specifications.	\$

8.	01 31 19 - 1	Meetings - Completion of all meetings as per the Tender Specifications, including but not limited to teleconferences, pre-mobilization site visit, progress meetings, kick-off and close out meetings, worker orientation seminar and community meetings.	\$
9.	32 31 00-1	Fencing Enclosure - Supply and installation of chainlink fence enclosure around well(s) #5, #5B and 7 as per the Tender Specifications and Drawings.	\$
10.	BOPC	Balance of Project Costs - <u>All other costs</u> not included in Items BOPC#1, 2, 3, 4 and 5 necessary to complete all the Work as per the Tender Specifications, Drawings and Appendices, including but not limited to overhead and administration charges, insurance, permits and approvals, training and recruitment, staff accommodations and expenses, temporary utilities, site office, sanitary facilities, ancillary equipment and consumables, vehicles and support equipment, communications, quality assurance and quality control, inspection and testing, health and safety requirements, security, environmental protection requirements, erosion and sediment control requirements, site clean-up and restoration.	\$

EW699-151177 – Frobisher Gas Wells

Tammy Kozak

Telephone: 204-807-0189

Fascimile: 204-983-7796

Email: [tammy.kozak@pwgsc.gc.ca](mailto:tammy.kozak@pwgsc.gc.ca)

Public Works and Government Services Canada (PWGSC) on behalf of Aboriginal Affairs and Northern Development Canada (AANDC) intends to retain an individual Contractor or Joint Venture to address the Frobisher Gas Wells Remediation / Abandonment Project. The abandonment and re-abandonment of these wells can be found fully described in the Terms of Reference.

There will be an optional bidders and interested parties Conference to discuss the Frobisher Gas Wells Project and conduct a “fly over” site visit.

It is not mandatory for potential bidders to attend this event; however, bidders are strongly encouraged to attend in order to review the requirements of the project. Minutes of the Bidders’ Conference will be provided to all firms who have requested a bid package from the Buy and Sell website.

There will be a “fly over” site visit to the Frobisher Gas Wells Remediation Site via a crown supplied chartered aircraft leaving from the Hay River Airport at 1 pm MST on the same day. One (1) representative from each contractor will be permitted on the aircraft for a site visit.

Location: Hay River Airport, 202 Airport Road, Hay River, NWT, X0E 0R0, Canada  
Date: November 25th 2014  
Time: 9 am – 12 pm

If you plan to attend, you MUST register in advance by contacting the Contracting Authority by 3pm CT November 24, 2014.

The technical evaluations of proposals will include a point rating of the bidder’s Aboriginal subcontracting plan. The contractor is encouraged to utilize Aboriginal resources whenever possible in carrying out the work of the contract. This should be done in line with AANDC’s Contaminated Sites Management Policy, under which one of the guiding principles is that “AANDC will incorporate economic opportunities, to the extent possible, for aboriginal people, Inuit and northerners in the management and remediation of contaminated sites.”

AANDC’s objectives are consistent with the requirement for a “Benefits Plan” as defined under the Canadian Oil and Gas Operations Act (COGOA) in which:

The Minister may require that any benefits plan submitted include provisions to ensure that disadvantaged individuals or groups have access to training and employment opportunities and to enable such individuals or groups or corporations owned or cooperatives operated by them to participate in the supply of goods and services used in any proposed work or activity referred to in the benefits plan.

The benefits plan requirements are further referred to under the Deh Cho Interim Measures Agreement “The benefits plan submitted by the operator for the approval of the Minister of AANDC shall be commensurate with the nature, scope, magnitude and duration of the proposed work, activity or development. “ The benefits plan may contain provisions for consultation, maximization of opportunities for employment, training, the supply of goods and services, and compensation for damages relating to resource harvesting.

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**REQUEST FOR PROPOSAL  
FROBISHER GAS WELLS ABANDONMENT PROGRAM  
PROJECT NO. R.031549.037**

**IMPORTANT NOTICE TO BIDDERS**

**INSURANCE TERMS**

The Insurance Terms have been amended. Refer to the Supplementary Conditions.

**SUPPORT THE USE OF APPRENTICES**

Through Canada's Economic Action Plan 2013, the Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI15.

**R2940D CLAUSE IS CANCELLED AND SECTION 3.8 OF R2830D IS MODIFIED**

Following the repeal of the *Fair Wages and Hours of Labour Act*, R2940D clause will be non applicable for contracts awarded after January 1<sup>st</sup> 2014. For contracts awarded prior to that date the clause remains applicable. As a result section 3.8 of R2830D has been modified as indicated in Supplementary Conditions SC08.

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### R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2014-09-25)

The following sections of clause R2710T are set out in Web site;

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

GI01	Integrity Provisions - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
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## **CONTRACT DOCUMENTS (CD)**

### **BID AND ACCEPTANCE FORM (BA)**

- BA01 Identification
- BA02 Business Name and Address of Bidder
- BA03 The Offer
- BA04 Bid Validity Period
- BA05 Acceptance and Contract
- BA06 Construction Time
- BA07 Bid Security
- BA08 Signature

ANNEX A – Specifications

ANNEX B – Certificate of Insurance

ANNEX C – Voluntary Reports for Apprentices Employed During the Contract

ANNEX D – Departmental Representative's Authority

ANNEX E – Complete List of Individuals Who Are Currently Directors and or Owners of the Bidder

ANNEX F – Voluntary Certification to Support the Use of Apprentices

ANNEX G – Evaluation Criteria

ANNEX H - Lump Sum Breakdown

### **Appendices:**

- Appendix 1 – Site Maps and Photographs
- Appendix 2 – Well Schematics and Photographs
- Appendix 3 – Detailed Abandonment/Re-abandonment Programs
- Appendix 4 – Cut and Cap Specifications
- Appendix 5 – Fencing and Signage
- Appendix 6 – Previous Reports
- Appendix 7 – Land Use Permit and Associated Application
- Appendix 8 – Highway Transportation Information
- Appendix 9 – Winter Road and Ice Bridge Guidelines
- Appendix 10 – AANDC EHS MS and SOP Manuals
- Appendix 11 – AANDC Guidelines for Spill Contingency Planning
- Appendix 12 – Operations Authorization
- Appendix 13 – NEB Environmental Protection Plan Guidelines
- Appendix 14 – Project Statistics Report Template

## SPECIAL INSTRUCTIONS TO BIDDERS (SI)

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### SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete quotation (refer to SI06 'Submission of Bid'). The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 – Qualifications / Proposal), but also the pricing and terms offered (Envelope 2 - Price).

### SI02 INTEGRITY PROVISIONS - ASSOCIATED INFORMATION

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in GI01 of Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### SI03 BID DOCUMENTS

1. The following are the bid documents:
  - a. Request for Proposal - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2014-09-25)
  - d. Clauses & Conditions identified in "Contract Documents";
  - e. Drawings and Specifications;
  - f. Bid and Acceptance Form and related Appendix(s); and
  - g. Any amendment issued prior to solicitation closing.

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

2. General Instructions - Construction Services - Bid Security Requirements R2710T is incorporated by reference and is set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

### SI04 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Request for Proposal - Page 1 as early as possible within the solicitation period. Except for the approval of alternative materials as described in GI15 of R2710T enquiries should be received no later than five (5) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
3. All enquiries and other communications related to this bid sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the Request for Proposal - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

### SI05 OPTIONAL BIDDERS CONFERENCE AND SITE "FLY-OVER"

It is recommended that the Bidder or a representative of the Bidder attend the optional bidders conference as it will be an opportunity for interested parties to discuss the Frobisher Gas Wells Project and conduct a "fly over" site visit.

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There will be a "fly over" site visit to the Frobisher Gas Wells Remediation Site via a crown supplied chartered aircraft leaving from the Hay River Airport at 1 pm MST on the same day. One (1) representative from each contractor will be permitted on the aircraft for a site visit.

Location: Hay River Airport, 202 Airport Road, Hay River, NWT, X0E 0R0, Canada  
Date: November 25 2014  
Time: 9 am – 12 pm MST

If you plan to participate in the site "fly over", you MUST register in advance by contacting the Contracting Authority by November 24, 2014. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **SI06 SUBMISSION OF BID**

### **Section GI09 of R2710T is replaced by the following:**

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Qualifications and Proposal and any required associated document(s) in envelope 1 (original and FOUR (4) copies) and the Bid and Acceptance Form and any required associated document(s) in a envelope 2 (original only). Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. . All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Request for Proposal" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
  - a. Solicitation Number;
  - b. Name of Bidder;
  - c. Return address; and
  - d. Closing Date and Time.
3. The Qualifications and Proposal, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 1 – QUALIFICATIONS – Technical, Management & Organizational Qualifications – Technical Proposal page limit maximum 50 pages.
  - b. Solicitation Number; and
  - c. Name of Bidder.
4. The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
  - a. ENVELOPE 2 - PRICE;
  - b. Solicitation Number; and
  - c. Name of Bidder.

The bid must be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection will not be considered.

5. Timely and correct delivery of bids is the sole responsibility of the Bidder.
6. Electronic bids WILL NOT BE ACCEPTED due to the nature of this solicitation.

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## SI07 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (204) 983-0338.

## SI08 OPENING OF BIDS / EVALUATION

1. Due to the nature of this solicitation, there will be no public bid opening.
2. Envelope 1 – Qualifications / Proposal - will be opened in private: this envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
3. 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.
4. The Technical Portion has a mandatory minimum pass mark of 50%. Each bid must achieve a minimum of 50% overall score for the Technical portion, and a minimum of 50% overall 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.
5. The contractor will be selected on the basis of the Assessed Best Value with the highest combined rating of Merit - 70% (Technical and Management and Organizational) and Cost - 30% (Price)
6. Envelope 2 - Price: Only those envelopes from Bidder's that meet the mandatory requirements of the Technical, Management & Organizational Qualifications shall be considered. Envelope 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
7. Refer to Annex G Evaluation Criteria

## SI09 SELECTION METHOD – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory technical evaluation criteria; and
  - (c) The Technical Portion has a mandatory minimum pass mark of 50%. Each bid must achieve a minimum of 50% overall score for the Technical portion (the rating is performed on a scale of 205 points – pass mark is 102.5), and a minimum of 50% overall score for the Management and Organizational portion (rating is performed on a scale of 178 points – pass mark is 89 points). Bids that fail to achieve the minimum score pass mark in either portion will be considered technically unacceptable and will be given no further consideration.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 70% of the bid and price at 30%. The Contract will be awarded to the bidder with the highest Total Score.

Technical Score =  $\frac{\text{Bidder' Points}}{\text{Maximum Points}} \times 70\%$

Cost Score =  $\frac{\text{Lowest Bid}}{\text{Bidder' Cost}} \times 30\%$

**Total Score = Technical Score + Cost Score**

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**SI10 COMPLETION OF SUBMISSION**

The Bidder shall base the Bid on the applicable bid documents listed in the Special Instructions to Bidders. It is the responsibility of the Bidder to obtain clarification on any terms, conditions or technical requirements contained in this document.

**SI11 INSUFFICIENT FUNDING**

In the event that the best value proposal exceeds the amount of funding allocated for the Work, Canada in its sole discretion may

- a. cancel the solicitation; or
- b. obtain additional funding and award the Contract to the Bidder submitting the best value proposal; and/or
- c. negotiate a reduction in the bid price and/or scope of work of not more than 15% with the Bidder submitting the best value proposal. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

**SI12 DEBRIEFINGS**

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

**SI13 BID VALIDITY PERIOD**

1. Canada reserves the right to seek an extension to the bid validity period prescribed in BA04 of the Bid and Acceptance Form. Upon notification in writing from Canada, Bidders shall have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. of SI12 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
3. If the extension referred to in paragraph 1. of SI12 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either
  - a. continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or
  - b. cancel the Request for Proposal.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

**SI14 CONSTRUCTION DOCUMENTS**

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of two (2), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

**SI15 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND DEFENCE CONSTRUCTION CANADA APPRENTICE PROCUREMENT INITIATIVE**

1. To encourage employers to participate in apprenticeship training, Contractors bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.

2. ~~Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. In Economic Action Plan (EAP) 2013, the Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.~~
3. Through the Economic Action Plan 2013 and support for training programs, the Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Annex F) will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios\* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available at Annex F.

If you accept fill out and sign Annex F.

*\* The journey person-apprentice ratio is defined as the number of qualified/certified journeypersons that an employer must employ in a designated trade or occupation in order to be eligible to register an apprentice as determined by provincial/territorial (P/T) legislation, regulation, policy directive or by law issued by the responsible authority or agency.*

## **SI16 HEALTH AND SAFETY – NORTHWEST TERRITORIES / NUNAVUT WSCC AND SAFETY PROGRAM**

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
2. a Workers Safety & Compensation Commission and/or Workers Compensation Board Claims Cost Summary;
3. a Workers Safety & Compensation Commission and/or 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
4. 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.
5. 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.

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## SI17 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appl>

Buy and Sell <https://www.achatsetventes-buyandsell.gc.ca>

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

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

Performance Bond (form PWGSC-TPSGC 505) <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual <http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Code of Conduct and Certifications

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

PWGSC Consent to a Criminal Record Verification (PWGSC-TPSGC 229)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/229.pdf>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>

Construction and Consultant Services Contract Administration Forms Real Property Contracting

[Http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html)

## SUPPLEMENTARY CONDITIONS (SC)

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### SUPPLEMENTARY CONDITIONS (SC)

#### SC01 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION

There is no security requirement applicable to this Contract.

#### SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

##### GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
  - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract.
  - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

#### SC03 INSURANCE TERMS

- 1) Insurance Contracts
  - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance in Annex B. Coverage must be placed with an Insurer licensed to carry out business in Canada.
  - (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. 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.
- 2) Period of Insurance

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(a) ~~The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.~~

(b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

(a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.

(b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

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

**CONTRACT DOCUMENTS (CD)**

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1. The following are the contract documents:
  - a. Contract Page when signed by Canada;
  - b. Duly completed Bid and Acceptance Form and any Appendices attached thereto;
  - c. Drawings and Specifications;
  - d. General Conditions and clauses
 

GC1 General Provisions	R2810D	(2014-09-25);
GC2 Administration of the Contract	R2820D	(2014-09-25);
GC3 Execution and Control of the Work	R2830D	(2014-03-01);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2014-06-26);
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);
GC9 Contract Security	R2890D	(2014-06-26);
GC10 Insurance	R2900D	(2008-05-12);

  

Supplementary Conditions		
Allowable Costs for Contract Changes under GC6.4.1	R2950D	(2014-06-26);
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
  - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

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CCC No./N° CCC - FMS No./N° VME

**BID AND ACCEPTANCE FORM (BA)**

**BA01 IDENTIFICATION**

Project Title: Frobisher Gas Wells Abandonment Program  
Project No.: R.031549.037

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ PBN: \_\_\_\_\_

**BA03 THE OFFER**

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN THE COMBINED PRICE FORM BELOW AT "BIDDERS TOTAL FOR EVALUTION (TOTAL OF LSA and PAW)"**

**BA04 BID VALIDITY PERIOD**

The bid shall not be withdrawn for a period of (ninety) [90] days following the date of solicitation closing.

**BA05 ACCEPTANCE AND CONTRACT**

Upon acceptance of the Contractor's offer by Canada, a binding Contract shall be formed between Canada and the Contractor. The documents forming the Contract shall be the contract documents identified in Contract Documents (CD).

**BA06 CONSTRUCTION TIME**

The Contractor shall perform and complete the Work within [forty-six] [46] weeks from the date of notification of acceptance of the offer.

**BA07 BID SECURITY**

The Bidder is enclosing bid security with its bid in accordance with GI08 - R2710T - General Instructions - Construction Services - Bid Security Requirements.

**BA08 SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**COMBINED PRICE FORM****LUMP SUM AMOUNT**

The Bidder offers to Canada to perform and complete the Work in accordance with the Bid Documents for the “**LUMP SUM AMOUNT**” (LSA) indicated. The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies. The LSA represents all work not included in the “**POTENTIAL ADDITIONAL WORK**”.

<b>1. LUMP SUM AMOUNT (LSA) Excluding Applicable Taxes</b>	<b>\$</b>
------------------------------------------------------------	-----------

<b>2. POTENTIAL ADDITIONAL WORK Excluding Applicable Taxes</b>	<b>\$</b>
----------------------------------------------------------------	-----------

<b>BIDDERS TOTAL FOR EVALUTION (TOTAL OF LSA and PAW)</b>	<b>\$</b>
-----------------------------------------------------------	-----------

The successful bidder will be required to complete Annex I upon request of the Contracting Authority. The submission will be a condition precedent to award.

**POTENTIAL ADDITIONAL WORK**

1. The description of the Potential Additional Work (PAW) work below is not Guaranteed Work.
2. Contractor must not commence the (PAW) work below until authorized *in writing* by the Departmental Representative (DR). In the event of an emergency, verbal authorization may be provided by the DR and *MUST* be followed up with written authorization within 48 hours. The DR may authorize amounts up to \$15,000.00 (gst included). The DR must provide a copy of all authorized PAW work to the PWGSC Project Authority and the PWGSC Contracting Authority, the same day its authorized
3. PAW work in excess of \$15,000.00 (gst included) must be authorized in writing by the PWGSC Project Authority and Approved by the PWGSC Contracting Authority prior to commencement of work.
4. Work performed by the Contractor without the above approvals will be done at the Contractor's own risk.

#	Spec #	Description	Unit	Est. Qty	Unit Price	Total
POTENTIAL ADDITIONAL WORKING RATES : All inclusive Working Rates for Labour and Equipment (excluding required materials) under the following exclusive circumstances (deemed not to be related to poor drilling practices by PWGSC DR):						
1.	PAW-1	Standby Rate - All inclusive Standby Rate for Labour and Equipment as a result of delay due to 3rd Parties. Standby Rate shall only apply for time accumulated after 4 hours and if equipment cannot be utilized for other Work during this period.	Per Hour	48	\$	\$
2.	PAW-2	Working Rate - All inclusive Working Rate for Labour and Equipment under the following exclusive circumstances: <ul style="list-style-type: none"> <li>- Well Control - Work required to address unanticipated kicks, blows, water flows, etc.</li> <li>- Lost Circulation - Work required to address loss circulation for reasons other than poor drilling practices, including but not limited to excessive mud weights, surge pressures caused by mud rings, excessive tripping speeds, etc.</li> <li>- Fishing - Work required for fishing of down hole equipment as a result of unforeseen hole conditions only. NOTE - Contractor to provide fishing tools available on-site as per Lump Sum Price (Section 1) and Tender Specifications.</li> <li>- Unforeseen Debris in Hole - Work required to address unforeseen waste, debris or foreign object(s) in the well that are encountered during drilling. The per hour rate will be a flat rate and may only be claimed by the contractor as a single entity per hour for a specific work. Multiple individuals may not claim the hourly rate for the same work.</li> </ul>	Per Hour	48	\$	\$
3.	MAT-1	NOTE: Any additional materials or rental equipment required to address the above noted unforeseen circumstances shall be reimbursed at Cost plus _____%. Receipts will be required.  Estimated material usage \$50,000.00 (for evaluation purposes only.) EXAMPLE: The total for evaluation will be calculated as follows \$50,000.00 x 6% = \$3,000.00 Total for evaluation = \$50,000.00 + \$3,000.00 = \$53,000.00				\$ _____
<b>TOTAL POTENTIAL ADDITIONAL WORK</b>						
<b>Sum of lines 1-7 above</b>						<b>\$</b>

**ANNEX A**

**SPECIFICATIONS**

**See Attached Document**

**ANNEX B**

**CERTIFICATE OF INSURANCE**

(Not required at solicitation closing)

**See Attached Document**

**ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

*(This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade

(Add rows as needed)

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PWGSC EW699-151177

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**ANNEX D**

**DEPARTMENTAL REPRESENTATIVE'S AUTHORITY**

**TO BE PROVIDED AT CONTRACT AWARD**

Contracting Authority is :

**Tammy Kozak**  
Supply Specialist  
BB 204-807-0189  
Fax: 204-983-7796  
[tammy.kozak@pwgsc-tpsgc.gc.ca](mailto:tammy.kozak@pwgsc-tpsgc.gc.ca)  
Public Works and Government Services Canada  
Suite 100 – 167 Lombard Avenue  
Winnipeg, Manitoba R3B 0T6

Technical Authority is :

Name : \_\_\_\_\_  
Title : \_\_\_\_\_  
Department : \_\_\_\_\_  
Division : \_\_\_\_\_  
Telephone : \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
e-mail : \_\_\_\_\_



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**ANNEX F VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES**

*Note; The contractor will be asked to fill out a report every six months or at project completion as per sample "Voluntary Reports for Apprentices Employed during the Contract" provided at Annex C*

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

Signature: \_\_\_\_\_

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

Company Legal Name: \_\_\_\_\_

Solicitation Number: \_\_\_\_\_

Number of company employees: \_\_\_\_\_

Number of apprentices planned to be working on this contract: \_\_\_\_\_

Trades of those apprentices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Solicitation No. - N° de l'invitation

EW699-151177/A

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

PWGSC EW699-151177

Amd. No. - N° de la modif.

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**ANNEX G**

**EVALUATION CRITERIA**

**See Attached Document**

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**ANNEX H**

**Lump Sum Cost Breakdown**

**See Attached Document**