

**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

Title - Sujet Great Slave Lake Remediation		
Solicitation No. - N° de l'invitation EW699-150150/B	Date 2014-12-16	
Client Reference No. - N° de référence du client AANDC-EW699-150150		
GETS Reference No. - N° de référence de SEAG PW-\$NCS-107-10323		
File No. - N° de dossier NCS-4-37027 (107)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-15		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: Anthony (NCS), Mary		Buyer Id - Id de l'acheteur ncs107
Telephone No. - N° de téléphone () 780- 237 (7582)		FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TELUS PLAZA N. 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

l'acheteur

EW699-150150/B

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

AANDC-EW699-150150

Solicitation No. - N° de l'invitation

File No. - N° du dossier

NCS-4-37027

Amd. No. - N° de la modif. Buyer ID - Id de

ncs107

CCC No./N° CCC - FMS No/ N° VME

**REQUEST FOR PROPOSAL
REMEDICATION OF
OUTPOST ISLAND MINE SITE, BLANCHET ISLAND MINE SITE,
WILSON MINE SITE & WALDRON MINE SITE
PROJECT NO.: R.041648.001**

REISSUE OF BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation number EW699-150150/A dated 2014-05-26 with a closing of 2014-07-07 at 02:00PM MDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

IMPORTANT NOTICE TO BIDDERS

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI07 of the Special Instructions to Bidders.

DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

See related changes to GC2.1 of R2820D that have been included in the Standard Acquisition Clauses and Conditions (SACC)

INSURANCE TERMS

The Certificate of Insurance and its instructions has been replaced see Annex B. (Completed certificate is NOT required at bid closing).

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 SI18.

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

TABLE OF CONTENTS**SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

SI01	Introduction
SI02	Integrity Provisions - Associated Information
SI03	Bid Documents
SI04	Enquiries During the Solicitation Period
SI05	Trade Agreements
SI06	Comprehensive Land Claims Agreements
SI07	Submission of Bid
SI08	Revision of Bid
SI09	Opening of Bids
SI10	Evaluation
SI11	Technical Evaluation
SI12	Selection Method - Assessed Best Value
SI13	Completion of Submission
SI14	Insufficient Funding
SI15	Debriefings
SI16	Bid Validity Period
SI17	Construction Documents
SI18	Public Works and Government Services Canada and Defence Construction Canada Apprentice Procurement Initiative
SI19	Proof of Marine Vessel Certification
SI20	Health and Safety- For work in the Northwest Territories & Nunavut
SI21	Web Sites

R2710T GENERAL INSTRUCTIONS TO BIDDERS (GI) (2014-09-25)

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisitions-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
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance With Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage

l'acheteur

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif. Buyer ID - Id de

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Security Requirements, Document Safeguarding Location
- SC02 Insurance Terms
- SC03 Commercial General Liability Insurance
- SC04 Marine Liability Insurance
- SC05 Environmental Impairment Liability Insurance
- SC06 Automobile Liability Insurance
- SC07 Aviation Liability Insurance
- SC08 Errors and Omissions Liability Insurance
- SC09 Workplace Safety and Health

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

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - ESTIMATED COST BREAKDOWN

APPENDIX 3 - GUARANTEE OF TLICHO CONTENT

APPENDIX 4 - TLICHO EMPLOYMENT INCENTIVE AND PENALTY CONDITIONS AND CHECKLIST

APPENDIX 5 - COMPLETE LIST OF INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OR OWNER OF THE BIDDER

APPENDIX 6 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

APPENDIX 7 - DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

ANNEX A - SPECIFICATIONS

ANNEX B- CERTIFICATE OF INSURANCE FORM

ANNEX C - COST BREAKDOWN TABLE

ANNEX D - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

ANNEX E - QUESTIONS AND ANSWERS FROM JUNE 26, 2014 BIDDERS CONFERENCE

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

SPECIAL INSTRUCTIONS TO BIDDERS (SI)**SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC), on behalf of Aboriginal Affairs and northern Development Canada, 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 Request for Proposal are requested to submit a full and complete quotation (refer to SI07 "Submission of Bid"). The bid will cover not only the qualifications, experience and organization of the Bidder (Envelope 1 - Qualifications), 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 Section 01 Integrity Provisions - Bid of General Instructions - Construction Services - Bid Security Requirements R2710T (2014-09-25) . The related documentation therein required 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 acknowledgment 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>

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

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 TRADE AGREEMENTS

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

SI06 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCA)

A portion of the proposed requirement is subject to the Tlicho Comprehensive Land Claims Agreement. The benefits that will apply are contained in Chapter 26, Article 26.3.1, (a) of the Tlicho Land Claims and Self-Government Agreement.

SI07 SUBMISSION OF BID**A. 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 "Technical, Management & Organizational and Aboriginal Opportunities Consideration" components of their bid 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.
Note: Bid Security to be included in envelope 1.
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. Name of Project & Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
3. All required documents shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

- a. Envelope 1 - Technical, Management & Organizational Qualifications and Aboriginal Opportunities Consideration;
 - 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 shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.

5. Timely and correct delivery of bids is the sole responsibility of the Bidder.
6. Electronic Bids (including faxed bids) Will Not Be Accepted due to the nature of this solicitation.

B. SUBMISSION REQUIREMENTS - CHECKLIST

- ☒ Proposal - one (1) original, plus four (4) bound copies;
- ☒ Front page of RFP and any amendments to the solicitation - completed and signed
- ☒ Proof of Marine Vessel Certification (SI17)
- ☒ Bid and Acceptance Form (BA) - completed and signed (envelope 1)
- ☒ Combined Price Form - completed and signed (envelope 2)
- ☒ Bid Security included with Bid Price Form (envelope 1)
- ☒ Aboriginal Opportunities Consideration certification (Appendix 3) - completed and signed

SI08 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 (780) 497-3510.

SI09 OPENING OF BIDS

Due to the nature of this solicitation, there will be no public bid opening.

SI10 EVALUATION

1. Envelope 1 - Technical, Management & Organizational Qualifications and Aboriginal Opportunities Considerations (AOC) - will be opened in private. Bids will first be evaluated on the submittal requirements. Submittals will be evaluated on a Pass or Fail basis. Failure to meet any or all of the mandatory requirements will render the bid non-compliant and no other consideration will be given to the bid. Bids passing the submittal requirements will proceed to the Technical Evaluation.
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.

l'acheteur

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif. Buyer ID - Id de

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

3. In the Technical Portion, each bid must achieve a minimum pass mark of 50% for section 1.1.1. A minimum of 60% overall score for the Technical portion, and a minimum of 60% overall score for the Management and Organizational portion. Bids that fail to achieve the minimum scores in these portions will be considered technically unacceptable and will be given no further consideration.
4. 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).
5. Additional points will be assessed for the Aboriginal Opportunities Consideration (AOC) portion with no minimum pass mark. However, it does add additional points to the maximum total points available overall.
6. Envelope 2 - Price: Only those envelopes from Bidder's that meet the mandatory submittal requirements and achieve the minimum pass marks of the technical evaluation, shall be opened. 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.

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

SI11 TECHNICAL EVALUATION

ITEM	CATEGORY	Available Points
1.0	Technical	
1.1	Rated Evaluation Criteria	
1.1.1	<p>Mobilization, Demobilization and Logistical Considerations The Bidder must provide a mobilization and demobilization plan. The plan must include a detailed description on how all equipment, fuel, materials, waste containers, supplies and personnel proposed for use at the sites will be transported to and from the site. Bidders will be evaluated on the overall content of their plan. The plan should include (but is not limited to) the following:</p> <p>Mobilization & Demobilization</p> <ul style="list-style-type: none"> • A list of equipment and supplies to be brought to each site, supported by photos, condition and age/hours of heavy equipment and description of Preventive Maintenance Plan and critical parts inventories. • A description of sea, air and/or overland transportation to the site including details related to marine access from an approved port of departure and docking facility, and confirmation that all marine vessels used for the work satisfy all requirements for seaworthiness and navigation in accordance with appropriate legislation. • A back-up plan with decision framework for when back-up plan would be implemented and if proposed plan has limitations. • Details of fuel management, including expected volumes, identifying types of fuel, transportation, storage and transfer. • A detailed description of demobilization, identifying equipment removal and close-out of each site. • A detailed methodology of site improvements to be undertaken with respect to access routes. • Details on the decommissioning of the access routes at the end of the project. • A demonstrated understanding of and compliance with applicable regulatory requirements as it relates to this task. • Details of health and safety considerations specific to this task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task, under both routine and emergency conditions, and outlined mitigation measures. • A demonstrated understanding of the hazards associated with marine navigation on Great Slave Lake and East Arm (including seasonal climatic conditions, preferred and alternate routes and/or safe harbours), site mooring, offloading, staging and winter road construction and outlined mitigation measures. 	<p>80</p> <p>(Minimum Pass Mark = 50% or 40 Points)</p>
1.1.2	<p>Supply, Operation and Maintenance of Camp Facilities The bidder must provide a plan detailing camp operations and facilities and services to be provided. Bidders will be evaluated on the overall</p>	70

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ITEM	CATEGORY	Available Points
	<p>content of their plan. The plan should include (but not limited to) the following:</p> <ul style="list-style-type: none"> • A description, location and conceptual layout of camp facility. • The capacity at the camp(s), number of personnel, working hours, crew rotations, and flights. • Source(s) of domestic water and proposed treatment process if needed during operating season and during startup/shutdown. Included estimated daily consumption and total volume of water needed from each source. • Details of wastewater management plan & solid waste management plan. Include estimated daily blackwater, greywater volume estimates per day or per week. • Details on support services for the camp during remedial construction • Details on the communications system. • Details of the Wildlife Safety management plan. • The provisions for the Departmental Representatives at the camp. • A demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task. • Details of health and safety considerations specific to this task, which includes an understanding of the chemical, physical and environmental risks associated with this task, under both routine and emergency conditions, outlined mitigation measures and plans for providing emergency medical support and evacuation. 	
1.1.3	<p>Contaminated Soil and Tailings</p> <p>The Bidder must provide a plan detailing methodology of the management of contaminated soil. Bidders will be evaluated on the overall content of their plan. The plan should Include (but not limited to) the following:</p> <ul style="list-style-type: none"> • Details on the methodology for excavation of contaminated soils and tailings. • Details on the containerization, transportation and disposal of contaminated soils for the soil volumes designated for offsite disposal, and identified the disposal location and provided a letter from the facility confirming their acceptance of the proposed waste streams. • Details on the on-site placement, containment and cover of contaminated soils and tailings as specified in the specifications. • Details on erosion control measures and topsoil salvage considerations. • A demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task. • Details of health and safety considerations specific to this task, which includes an understanding of the chemical, physical and environmental risks associated with this task, under both routine and emergency conditions, and outlined mitigation measures. 	60
1.1.4	<p>Waste Rock and Trenches</p> <p>The Bidder must provide a plan detailing the methodology of the management of waste rock and trenches. Bidders will be evaluated on the</p>	60

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ITEM	CATEGORY	Available Points
	<p>overall content of their plan. The plan should include (but is not limited to) the following:</p> <ul style="list-style-type: none"> • Details on the management of waste rock. • Details on the remediation of trenches. • Details on erosion control measures and topsoil salvage considerations. • A demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task. • Details of health and safety considerations specific to this task, which includes an understanding of the chemical, physical and environmental risks associated with this task, under both routine and emergency conditions, and outlined mitigative measures. 	
1.1.5	<p>Hazardous Wastes, Liquid Wastes, and Ore Concentrate</p> <p>The Bidder must provide a plan detailing how hazardous materials, liquid wastes and ore concentrate will be collected, stored and transported for disposal. Bidders will be evaluated on the overall content of their plan. The plan should include, (but is not limited to) the following:</p> <ul style="list-style-type: none"> • Details on the type of containers required to containerize hazardous materials, liquid wastes and ore concentrate. • Details of how containers will be secured, labeled and tracked. • A demonstrated understanding of the means of transport for the off-site disposal. • Details on temporary storage and staging of containerized hazardous materials, liquid wastes and ore concentrate. • Written confirmation of the Designated Hazardous Waste Disposal Facility where hazardous waste will be taken and understanding of regulatory requirements ("cradle to grave"). • Details and methodology of building demolition and materials processing area. • A demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task. • Details of health and safety considerations specific to this task, which includes an understanding of the chemical, physical and environmental risks associated with this task, under both routine and emergency conditions, and outlined mitigative measures. 	60
1.1.6	<p>Consolidation & Transport of Non-Hazardous Debris</p> <p>The bidder must provide a plan detailing how non-hazardous waste will be collected, consolidated and transported off-site to the designated waste disposal facility. Bidders will be evaluated on the overall content of their plan. The plan should include (but is not limited to) the following :</p> <ul style="list-style-type: none"> • Methodology and locations for separation of waste streams, consolidation and volume minimization. • A demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task. 	45

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ITEM	CATEGORY	Available Points
	<ul style="list-style-type: none"> Details of health and safety considerations specific to this task. Clearly illustrated an understanding of the chemical, physical and environmental risks associated with this task. 	
1.1.7	<p>Mine Opening Seals</p> <p>The bidder must provide a plan detailing the construction of mine opening seals at the various sites. Bidders will be evaluated on the overall content for their plan. The plan should include (but is not limited to) the following:</p> <ul style="list-style-type: none"> Methodology for sealing mine openings. Details of materials required for sealing mine openings. An understanding and compliance with applicable regulatory requirements as it relates to this task. Details of health and safety considerations specific to this task, which includes an understanding of the chemical, physical and environmental risks associated with this task, under both routine and emergency conditions, and outlined mitigation measures. 	40
1.1.8	<p>Borrow Material</p> <p>The Bidder must provide a plan detailing the use of borrow material for the various sites. Bidders will be evaluated on the overall content of their plan. The plan should include (but is not limited to) the following:</p> <ul style="list-style-type: none"> Methodology for producing borrow material. Location(s) of borrow pits and stockpiles. Details on erosion control measures and topsoil salvage considerations. An understanding and compliance with applicable regulatory requirements as it relates to this task. Details of health and safety considerations specific to this task. Which includes an understanding of the chemical, physical and environmental risks associated with this task, under both routine and emergency conditions, and outlined mitigation measures. 	45
1.1.9	<p>Schedule</p> <p>The bidder must prepare a schedule of activities that illustrates the duration of each of the major tasks. Bidders will be evaluated on the overall content of their schedule. The schedule should include (but is not limited to) the following:</p> <ul style="list-style-type: none"> Each task broken down into sufficient sub tasks so that project progress can be easily monitored by the Departmental Representative. Identify the critical path of activities within the schedule and what "float" is included within the duration of the specified activities. Schedule clearly indicates the sequence of work activities. Schedule clearly indicates time allocated to perform additional work activities at the end of each construction season. Provide written assurance that the proposed schedule will be adhered to and that time and associated operating expenses required to 	50

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ITEM	CATEGORY	Available Points
	perform the known contract work in addition to the proposed schedule is at contractor's cost.	
1.1.10	Project Understanding The bidder must demonstrate overall environmental stewardship and understanding of the unique nature of the project, scope of the work, relative to, but not limited to, the constraints of working in a remote northern location with potentially limited support and access. The bidder must clearly identify the key logistical and environmental challenges associated with the proposed work with limited access.	10
Maximum Technical Points Available		520
Pass Mark for item 1.1.1 = 50% (40 points)		
Minimum Points <u>Acceptable</u> Overall Under Technical Proposal = 60% which equals 312 points		
Total Technical Points Awarded = _____points		

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ITEM	CATEGORY	Available Points
2.0	Management and Organization Proposal	
2.1	Rated Evaluation Criteria	
2.1.1	Company/Joint Venture/ Consortium Qualifications and Experience The bidder must provide details on the qualifications on the company/joint venture/consortium, historical background and demonstrate company/joint venture/consortium, experience specifically related to similar scope of work activities at remote northern locations. Bidder must include details of company's Health and Safety Management System and/or Certificate of Recognition or equivalent.	20
2.1.2	Client References The bidder must provide evidence of up to three (3) similar remediation projects successfully undertaken by the company which include key members of the proposed project team. The bidder must clearly identify the project team, their roles, the project objectives, scope of services, budget, completion date and deliverables. Emphasis should be on projects that have been completed within the last five years. Example projects completed within the last five years will be given more points in the evaluation. As well, the bidder must provide client letters of reference for each of the projects identified. Provided reference letters must be signed and dated by the Client. The signature dates should be within the tender period of this project. Reference letters dated and signed by the client within the tender period of this project will be given more points in the evaluation. Client letters of reference must indicate: 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 will be awarded to bidder for degree of overall achievement in each of the 3 sub-categories, and will not be awarded on a project-by-project basis.	20
2.1.3	Qualifications of Key Individuals The bidder must provide resumes (up to 2 pages in length) for the following positions. Resumes must include, experience on similar projects, experience working in remote Northern environments and experience in the proposed project role. A. Project Manager & back-up 20/10 - Must demonstrate experience managing remediation projects similar in scale and scope to the proposed project. - Experience to include financial and schedule control, liaison with client. B. Site Superintendent and cross-shift 25/20 - Must demonstrate experience managing personnel in a remote camp setting. - Experience to include site superintendent experience on remediation projects similar in scope to the proposed project.	110

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ITEM	CATEGORY	Available Points
	<p>C. Onsite and Offsite Health & Safety Coordinator 10/10</p> <ul style="list-style-type: none"> - Must demonstrate experience working in remote areas on remediation projects similar in scope to the proposed project. - Experience to include developing and implementing site specific health and safety programs for remediation projects <p>D. Hazardous Waste Specialist 15</p> <ul style="list-style-type: none"> - Must demonstrate field experience on remediation projects similar in scope to the proposed project. - Experience to include the identification, sampling, characterization, containerization and transportation and disposal of hazardous materials. <p>NOTE:</p> <ul style="list-style-type: none"> • Back-up personnel are personnel assigned to the project if the identified personnel are not available due to illness, change in employment, etc. • Cross-shift personnel are personnel who will regularly replace the identified personnel for shift changes during the site work. 	
2.1.4	<p>Organization Chart</p> <p>The bidder must submit a detailed Organization Chart of the Project Team showing AANDC, PWGSC, Departmental Representative, Contractor's Staff, Sub-Contractors.</p> <ul style="list-style-type: none"> • must include all of the resource elements including Contractor personnel and subcontractors. • must identify who will be responsible for overall control and for the provisions for controlling costs and conformance to the Statement of Work. • must clearly identify lines of communication for all parties. 	10
Maximum Management and Organization Total Points Available		160
Minimum Points Acceptable Overall Under Management and Organization Proposal = 60% pass mark which equals 96 points		
Total Points Awarded = _____ points		

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ITEM	CATEGORY	Available Points
3.	Aboriginal Opportunity Considerations (AOC)	
3.1	Rated Evaluation Criteria	
The area of the contract is partly within the Monfwi Gogha De Niitlee and proximate to the City of Yellowknife, the Town of Hay River and the communities of N'Dilo, Dettah, Lutsel k'e and Fort Resolution		
3.1.1	Training The bidder must provide an undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Aboriginal people from the impacted area of the contract at no additional cost under this project. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.	10
3.1.2a	Aboriginal Labour Recruitment The bidder must include a firm guarantee to use Aboriginal employment content from the impacted region in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless whether they are Prime Contractor staff and/or Sub-contractor staff. Percentages should be supported by list of specific positions that may or will be staffed by Aboriginal personnel (see Appendix 3). 0 - 49% - 0 – 5 points 50 - 59% - 6 – 10 points 60 - 84% - 11 – 15 points 85 - 100% - 16 – 20 points	20
3.1.2b	Aboriginal Labour Recruitment Plan The bidder must provide a written plan of consultations, measures and proposed procedures to be taken to deliver on the Aboriginal Employment commitments made in the bid and identify how percentages would be achieved by listing on-site positions that will be staffed by Aboriginal employees (see Appendix 3).	10

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

3.1.3	<p>Sub-contractors/Suppliers</p> <p>The bidder must include a firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from the impacted area of the contract associated with the project. Ranges are to be based on expenditures for equipment associated, supplies and/or services as a percentage of the total estimated cost for the remediation contract not the number of businesses used (see Appendix 3).</p> <table><tr><td>0 - 39% -</td><td>0 – 5 points</td></tr><tr><td>40 - 59% -</td><td>6 – 10 points</td></tr><tr><td>60 - 79% -</td><td>11 – 15 points</td></tr><tr><td>Greater than 80%</td><td>16 – 20 points</td></tr></table> <p>Note: if the Prime Contractor is an Aboriginal owned business, the total dollar value of the Aboriginal contracting shall also include the contractor's share of the remediation contract.</p>	0 - 39% -	0 – 5 points	40 - 59% -	6 – 10 points	60 - 79% -	11 – 15 points	Greater than 80%	16 – 20 points	20
0 - 39% -	0 – 5 points									
40 - 59% -	6 – 10 points									
60 - 79% -	11 – 15 points									
Greater than 80%	16 – 20 points									
Maximum AOC Total Points Available (NO Minimum Pass/Fail)		60								
TOTAL OVERALL POINTS <u>AVAILABLE</u> FOR TECHNICAL, MANAGEMENT & ORGANIZATION AND AOC		740								
TOTAL OVERALL POINTS <u>AWARDED</u> FOR TECHNICAL, MANAGEMENT & ORGANIZATION AND AOC										

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

EVALUATION AND RATING SCALE:

	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
			Qualified															
	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

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

S112 SELECTION METHOD - ASSESSED BEST VALUE

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. 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, provided 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 not be considered to provide best value and will be given no further consideration.
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
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**	N/A	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

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

SI13 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.

SI14 INSUFFICIENT FUNDING

In the event that the lowest compliant bid 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 lowest compliant bid; 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 lowest compliant bid. Should an agreement satisfactory to Canada not be reached, Canada shall exercise option (a) or (b).

SI15 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.

SI16 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 SI14 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 SI14 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.

SI17 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with (1) paper copy of the drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum of one

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

(1), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor, including costs.

SI18 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. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (Appendix 6) 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 Appendix 6.

If you accept fill out and sign Appendix 6.

** 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.*

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

SI19 PROOF OF MARINE VESSEL CERTIFICATION

At bid closing, the bidder must provide proof that all marine vessels specified in their bid meet all certifications and fitness requirements enforced by the Authorities Having Jurisdiction.

The bidder must provide:

- a. Completed PWGSC-TPSGC Form 2843 (*attachment titled "PWGSC Form 2843"*)
or
- b. Copy of vessel(s) certifications)

SI20 HEALTH AND SAFETY - for Work in the Northwest Territories & Nunavut**WCB AND SAFETY PROGRAM**

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1 a Workers' Safety and Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

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

SI21 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

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>

	Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif. Buyer ID - Id de
l'acheteur		
EW699-150150/B		ncs107
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No/ N° VME
AANDC-EW699-150150	NCS-4-37027	

Labour and Material Payment Bond (form PWGWSC-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, Industrial Security Services <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications
<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

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>

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

SUPPLEMENTARY CONDITIONS (SC)**SC01 SECURITY REQUIREMENTS, DOCUMENT SAFEGUARDING LOCATION**

There is no security requirement applicable to this Contract.

SC02 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. 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

- (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.

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

SC03 COMMERCIAL GENERAL LIABILITY INSURANCE (2014-06-26) G2001C

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

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 acknowledgment 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.

SC04 MARINE LIABILITY INSURANCE (2014-06-26) G5003C

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the Marine Liability Act, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity 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.

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

- b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Aboriginal Affairs and Northern Development Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
- c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- d. 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.

SC05 ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE (2014-06-26) G2040C

1. The Contractor must obtain "Pollution Legal Liability - Fixed Site Coverage", "Contractors Pollution Liability" and "Storage Tank Third Party Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
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 "Pollution Legal Liability - Fixed Site Coverage", "Contractors Pollution Liability" and "Storage Tank Third Party Liability" policies 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 endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

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

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

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

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

SC06 AUTOMOBILE LIABILITY INSURANCE (2014-03-01) G2020C

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.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - (e) OPCF/QEF/SEF #4a - Permission to Carry Explosives

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

SC07 AVIATION LIABILITY INSURANCE (2014-06-26) G2030C

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.
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. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
 - j. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
 - k. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgment of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

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.

SC08 ERRORS AND OMISSIONS LIABILITY TERMS (2008-05-12) G2002C

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.

SC09 WORKPLACE SAFETY AND HEALTH

1. EMPLOYER/PRINCIPAL CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:
 - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order
* to:

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or

1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

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

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and

2.1.2.2 a site specific Health and Safety Plan as requested.

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

3. LABOUR AUTHORITY CONTACT:

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

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

NUNAVUT

Workers' Safety and Compensation
Northwest Territories and Nunavut
Prevention Services
Box 8888
Yellowknife, NT, X1A 2R3
Attention: Chief Industrial Safety Officer

Telephone: (867) 669- 4403
Facsimile: (867) 873- 0262

l'acheteur

EW699-150150/B

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

AANDC-EW699-150150

Solicitation No. - N° de l'invitation

File No. - N° du dossier

NCS-4-37027

Amd. No. - N° de la modif. Buyer ID - Id de

ncs107

CCC No./N° CCC - FMS No/ N° VME

DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

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

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

CONTRACT DOCUMENTS (CD)

1. The following are the contract documents:

- a. Contract Page when signed by Canada;
- b. Duly completed Bid 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);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2014-06-26);
Supplementary Conditions		

Replacement of Specific Individuals

If specific individuals are identified in their proposal to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

the name, qualifications and experience of the proposed replacement; and

proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

- 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

l'acheteur

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif. Buyer ID - Id de

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

- 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/R5>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

l'acheteur

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif. Buyer ID - Id de

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Project Title: Great Slave Lake Environmental Site Remediation at Outpost Island Mine Site, Blanchet Island Mine Site, Wilson Mine Site and Waldron Mine Site

Project Number: R.041648.001

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 APPENDIX 1**.

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 period of the contract will be from **(Contract award - To be determined)** to March 31, 2016. The Work is to be performed from **(Contract award - To be determined)** to March 31, 2016 and all deliverables must be received on or before March 31, 2016.

BA07 BID SECURITY

The Bidder is enclosing bid security with its bid in accordance with GI08 - R2710T - General Instructions - Construction Services - Bid Security Requirements. Note: Bid Security to be included in envelope 1.

BA08 SIGNATURE

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

Signature

Date

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

APPENDIX 1 - COMBINED PRICE FORM

- 1) The prices per unit shall govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 2) Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding Applicable Tax(es)	\$
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UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- (a) Work included in each item is as described in the referenced specification section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

Section	Description	Unit	Estimated Quantity	Unit Price	Total
01 29 83 - 1	Packaging, handling and transportation of Departmental Representative's Samples to Yellowknife	each	30	\$ _____	\$ _____
01 29 83 - 2	Contractor's Testing Requirements including Sampling, Transportation and Analysis at an Accredited Laboratory	P.C. sum	1	\$10,000.00	\$10,000.00
01 31 19 - 3	Interseasonal Meeting	each	1	\$ _____	\$ _____
01 31 19 - 4	Progress Meetings	each	10	\$ _____	\$ _____
01 31 19 - 5	Construction Meetings	each	45	\$ _____	\$ _____
02 31 19 - 6	Community Meetings	each	2	\$ _____	\$ _____
01 35 32 - 2	Wildlife Monitors	day	750	\$ _____	\$ _____
01 54 00 - 3	Operation and Maintenance of Camp Services for Outpost Island Mine	per person day	300	\$ _____	\$ _____
01 54 00 - 4	Operation and Maintenance of Camp Services Blanchet Mine	per person day	300	\$ _____	\$ _____
01 54 00 - 5	Departmental Representative and Authorized Personnel Room and Board	per person day	150	\$ _____	\$ _____
01 54 00 - 6	Casual meals for visiting Departmental Representative's Authorized Personnel or Contractor's Personnel	per meal	500	\$ _____	\$ _____
01 54 00 - 7	Return Transportation - Yellowknife to any of the mine sites	per return trip	30	\$ _____	\$ _____

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

Section	Description	Unit	Estimated Quantity	Unit Price	Total
02 55 13 - 1	Excavation, management, transfer and disposal of Petroleum Hydrocarbon Contaminated Soil for Outpost Island mine	tonnes	50	\$ _____	\$ _____
02 55 13 - 2	Excavation, management, transfer and disposal of Petroleum Hydrocarbon Contaminated Soil for Blanchet mine	tonnes	125	\$ _____	\$ _____
02 55 13 - 3	Excavation, management and transfer of Ore and Ore Concentrate Off-site for Blanchet mine	tonnes	20	\$ _____	\$ _____
02 55 13 - 4	Excavation, management, transfer and disposal of Metal Contaminated Soil for Outpost Island mine	tonnes	0.01	\$ _____	\$ _____
02 55 13 - 5	Excavation, management, transfer and disposal of Metal Contaminated Soil for Blanchet mine	tonnes	150	\$ _____	\$ _____
02 61 33 - 6	Containerization of Known Liquid Materials	drums	19	\$ _____	\$ _____
Total Cost Breakdown - Excluding applicable tax(es)					\$ _____

TOTAL BID AMOUNT

TOTAL BID AMOUNT (LSA +TEA) Excluding applicable tax(es)	\$
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l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

THE FOLLOWING WILL NOT FORM PART OF THE EVALUATION PROCESS:**THE FOLLOWING HOURLY RATES MAY BE USED IN THE EVENT THAT THE ORIGINAL SCOPE OF WORK CHANGES DURING THE COURSE OF THE CONTRACT**

Note: Canada may accept or reject the following rates. Canada reserves the right to negotiate on these rates and request price support, defined as one or more of the following, if applicable:

- a current published price list indicating the percentage discount available to Canada; or
- copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- price or rate certifications; or
- any other supporting documentation as requested by Canada.

P1 - Labour

Note: The following hourly rates are to be fixed for the duration of the contract. All key personnel are to be shown, therefore Bidders may add to this list as required.

Item	Description	Unit	Unit Price
P1.1	Superintendent	hours	\$
P1.2	Skilled Labourer	hours	\$
P1.3	Un-Skilled Labourer	hours	\$
P1.4	Truck Driver	hours	\$
P1.5	Hazmat Specialist	hours	\$
P1.6	Surveyor	hours	\$

P2 - Equipment

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

Item	Description	Unit
P2.1	Equipment (with operator)	hours
Mark-up for profit at a firm Fixed Percentage ____%.		

P3 - Services

Note: The following rates are to be fixed for the duration of the contract.

Item	Description	Unit	Unit Price
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l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

P3.1	Operation and maintenance of camp (including cook, medic, wildlife monitor, and any other support personnel)	days	\$
P3.2	Emergency aircraft flights	flight	\$
P3.3	Materials and supplies	lump sum	\$
P3.4	Post-mobilization Site Visit	lump sum	\$

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

APPENDIX 2 - ESTIMATED COST BREAKDOWN**(TO BE SUBMITTED WITH APPENDIX 1 - COMBINED PRICE FORM)**

(For Supplies, Equipment and Services Procured From Tlicho Subcontractors and Businesses From Within Tlicho Land Claim Agreements)

As per APPENDIX 1 - COMBINED PRICE FORM & APPENDIX 2 - GUARANTEE OF TLICHO CONTENT

(This table will not be evaluated nor form part of the Basis of Payment)

Item	Description of Supplies	Name & Location of Tlicho Sub-contractor/Business (If Available)	Estimated Cost \$
1			\$
2			\$
3			\$
4			\$
5			\$
	Sub-total of Est. Cost (GST Extra)		\$
Item	Description of Equipment	Name & Location of Tlicho Sub-contractor/Business (If Available)	Estimated Cost \$
1			\$
2			\$
3			\$
4			\$
5			\$
	Sub-total of Est. Cost (GST Extra)		\$
Item	Description of Services	Name & Location of Tlicho Sub-contractor/Business (If Available)	Estimated Cost \$
1			\$
2			\$
3			\$
4			\$
5			\$
	Subtotal of Est. Cost (GST Extra)		\$
A	Total Estimated Cost for Supplies, Equipment, and Services Procured from Tlicho Sub-contractors/Businesses for this Project (GST Extra)		\$
B	Total Estimated Cost for this Project (GST Extra)		\$
C	Item A / Item B - this figure to be presented in APPENDIX 3 -GUARANTEE OF TLICHO CONTENT.		\$

l'acheteur

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif. Buyer ID - Id de

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

APPENDIX 3 - GUARANTEE OF TLICHO CONTENT

1. Guarantee of Tlicho Employee Content - Tlicho Contractors & Tlicho Sub-Contractors List - On Site

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

Contractors & Sub- Contractors - % Of Tlicho Employee Content

* To be submitted with Bid. If left blank, no points will be assessed.

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

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

Total No. On-Site Non-Tlicho Person Hours For This Project: * _____

Total No. On-Site Tlicho Person Hours For This Project = * _____ %
Total No. On-Site Person Hours For This Project

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

2. **Guarantee Of Tlicho Content For Contracting - Tlicho Professional Services And Tlicho Suppliers**

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

Guarantee of Tlicho Content For Contracting

Estimated Value Of Tlicho Content For Contracting - % Tlicho Sub-Contractor/Business Content

***To be submitted with Bid. If left blank, no points will be assessed.**

Total Estimated Cost For Supplies/Materials, Equipment And

Services Procured From Tlicho For This Project = * _____ %

Total Estimated Cost For This Project

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

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

APPENDIX 4 - TLICHO INCENTIVE AND PENALTY CONDITIONS AND CHECKLIST

TLICHO EMPLOYMENT INCENTIVE AND PENALTY CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the Tlicho employment target and meets the Tlicho Sub-contractor/Supplier target specified and guaranteed in his bid (as per **APPENDIX 3**), the contractor will be paid the agreed contract price.
2. In the event the contractor does not meet the guaranteed number of Tlicho employee hours working on the project and fails to demonstrate they have made diligent efforts to fulfill their Tlicho employment targets, an amount of up to 1% of the final contract value may be deducted from the hold back provisions as liquidated damages and reallocated to AANDC.
3. In the event the contractor does not meet the guaranteed percentage of Tlicho Sub-contractors/Suppliers, and fails to demonstrate they have made diligent efforts to fulfill their Tlicho sub-contractors/Suppliers targets, an amount of up to 1% of the final contract value may be deducted from the hold back provisions as liquidated damages and reallocated to AANDC.
4. In the event the contractor hires additional onsite Tlicho resources above the established employment targets that were guaranteed in the bid, which results in Tlicho employment benefits, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project.
5. In the event the contractor exceeds the percentage of Tlicho Sub-contractors/Suppliers targets that were guaranteed in the bid, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project.
6. Contractors who exceed the guaranteed AOC target under one criteria but fall short on the other may be evaluated for a penalty and a bonus. The Tlicho Incentive and Penalty Conditions as specified above in **2.** and **3.** will be assessed based on the formulas identified in **APPENDIX 4.**

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

TLICHO EMPLOYMENT INCENTIVE AND PENALTY CONDITIONS AND CHECKLIST

TLICHO EMPLOYMENT INCENTIVE AND PENALTY CHECKLIST			
PROJECT: REMEDIATION OF OUTPOST ISLAND MINE SITE, BLANCHET ISLAND MINE SITE, WILSON MINE SITE & WALDRON MINE SITE			
CONTRACTOR: _____			
STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of On-site Tlicho Labour Person Hours		
2	Percentage of Tlicho Sub-Contracting/Supplier costs		
3	Final Contract Value	\$	
4	Guaranteed Onsite Tlicho employment target met, exceeded or fell short? <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value, that may be paid to the contractor at the end of the project; Proceed to Table 1A <ul style="list-style-type: none"> Shortfall - Contractor may be penalized up to 1% of the final contract value Proceed to Table 2A		
5	Guaranteed Tlicho Sub-contracting/Supplier target met, exceeded or fell short? <ul style="list-style-type: none"> Met - No applicable penalty or bonus. Exceeded - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project; Proceed to Table 1B <ul style="list-style-type: none"> Shortfall - Contractor may be penalized up to 1% of the final contract value Proceed to Table 2B		

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EW699-150150/B

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

AANDC-EW699-150150

Solicitation No. - N° de l'invitation

File No. - N° du dossier

NCS-4-37027

Amd. No. - N° de la modif. Buyer ID - Id de

ncs107

CCC No./N° CCC - FMS No/ N° VME

6	COMMENTS:
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l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

TABLE 1A - ASSESSMENT OF ONSITE TLICHO LABOUR INCENTIVE BONUS

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	INCREASED ONSITE TLICHO LABOUR: Note: Tlicho participation for training that has been accounted and paid for within and external to the contract shall be considered ineligible for the incentive process and will be excluded as such. Calculate the percentage increase of Onsite Tlicho labour for the project based on the following: $\% \text{ Increase} = \frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}} \%$ <ul style="list-style-type: none"> 0 - 33% of total onsite labour hours 0 - 15 points 34 - 66 % of total onsite labour hours 16 - 45 points 67 - 100 % of total onsite labour hours 46 - 60 points 	60	
2	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractors ability to demonstrate diligent efforts to increase the onsite Tlicho labour targets. Points awarded for contractor due diligence based on the following scale: <ul style="list-style-type: none"> 0-20 points - Contractor demonstrated little to no effort and made no attempt to increase the targets. 21-30 points - Contractor demonstrated moderate effort while attempting to increase the targets. 31-40 points - Contractor demonstrated outstanding effort while attempting to increase the targets. 	40	
3	TOTAL ASSESSED SCORE	100	
4	RECOMMENDED TLICHO LABOUR INCENTIVE BONUS (final contract value) x 1% x (total assessed score/100)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	SIGNATURE OF EVALUATION PANEL: <ul style="list-style-type: none"> Departmental Representative (PWGSC): _____ Project Lead (AANDC): _____ 		

l'acheteur

EW699-150150/B

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

AANDC-EW699-150150

Solicitation No. - N° de l'invitation

File No. - N° du dossier

NCS-4-37027

Amd. No. - N° de la modif. Buyer ID - Id de

ncs107

CCC No./N° CCC - FMS No/ N° VME

TABLE 1A - ASSESSMENT OF ONSITE TLICHO LABOUR INCENTIVE BONUS			
ITEM#	REQUIREMENT	WEIGHT	SCORE
	• Contracting Officer (PWGSC): _____		

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

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

l'acheteur

EW699-150150/B

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

AANDC-EW699-150150

Solicitation No. - N° de l'invitation

File No. - N° du dossier

NCS-4-37027

Amd. No. - N° de la modif. Buyer ID - Id de

ncs107

CCC No./N° CCC - FMS No/ N° VME

- **Contracting Officer (PWGSC):** _____

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

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

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

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

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

APPENDIX 5 - COMPLETE LIST OF ALL INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE BIDDER

NOTE TO BIDDERS
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

l'acheteur

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif. Buyer ID - Id de

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

APPENDIX 7 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

TO BE PROVIDED AT CONTRACT AWARD

Contracting Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

Technical Authority is :

Name : _____

Title : _____

Department : _____

Division : _____

Telephone : ____ - ____ - _____

e-mail : _____

l'acheteur

EW699-150150/B

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

AANDC-EW699-150150

Solicitation No. - N° de l'invitation

File No. - N° du dossier

NCS-4-37027

Amd. No. - N° de la modif. Buyer ID - Id de

ncs107

CCC No./N° CCC - FMS No/ N° VME

ANNEX A - SPECIFICATIONS (as per separate electronic attachment)

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EW699-150150/B

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

AANDC-EW699-150150

Solicitation No. - N° de l'invitation

File No. - N° du dossier

NCS-4-37027

Amd. No. - N° de la modif. Buyer ID - Id de

ncs107

CCC No./N° CCC - FMS No/ N° VME

ANNEX B- CERTIFICATE OF INSURANCE FORM (sample attachment titled “Insurance Form”)

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ANNEX C - COST BREAKDOWN TABLE***(the table below is for information purposes only).***

This form is intended to provide the Contracting Authority with a breakdown of the cost all lump sum items including the BOPC-1 and unit price items referred in the Specifications. It will assist in determining if the cost represents value for money and are considered "fair and reasonable". Prior to contract award, **only** the assessed best value bidder/contractor will be required to complete the following table. **The total evaluated price must equal the bid submission per the bid price form (APPENDIX 1) total submitted at the time of solicitation closing.** Further breakdown may be requested where applicable.

Section	Description	Unit	Estimated Quantity	Unit Price	Total
01 11 00	Balance of Project costs - Includes any variable, indirect costs including all costs not directly attributable to the pay items including:	lump sum	1		\$ _____
BOPC-1	• Profit,			\$ _____	
	• Supervision,			\$ _____	
	• Overhead,			\$ _____	
	• Administration,			\$ _____	
	• Insurance,			\$ _____	
	• WCB,			\$ _____	
	• allowance for equipment repairs			\$ _____	
	• all other indirect costs associated with specific unit price, etc.			\$ _____	
01 11 00 - 1	Worker Orientation Seminar	lump sum	1	\$ _____	\$ _____
01 29 83 - 1	Packaging, handling and transportation of Departmental Representative's Samples to Yellowknife	each	30	\$ _____	\$ _____
01 29 83 - 2	Contractor's Testing Requirements including Sampling, Transportation and Analysis at an Accredited Laboratory	P.C. sum	1	\$10,000.00	\$10,000.00
01 31 19 - 1	Pre-Construction Meeting	lump sum	1	\$ _____	\$ _____
01 31 19 - 2	Pre-Demobilization Meeting	lump sum	1	\$ _____	\$ _____
01 31 19 - 3	Interseasonal Meeting	each	1	\$ _____	\$ _____
01 31 19 - 4	Progress Meetings	each	10	\$ _____	\$ _____
01 31 19 - 5	Construction Meetings	each	45	\$ _____	\$ _____
02 31 19 - 6	Community Meetings	each	2	\$ _____	\$ _____
02 31 19 - 7	Contract Closeout Meeting	lump sum	1	\$ _____	\$ _____
01 33 00 - 1	Site Photographs	lump sum	1	\$ _____	\$ _____
01 35 32 - 1	Site Specific Health and Safety Plan	lump sum	1	\$ _____	\$ _____
01 35 32 - 2	Wildlife Monitors	day	750	\$ _____	\$ _____
01 35 43 - 1	Environmental Protection Supplies	lump sum	1	\$ _____	\$ _____

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

Section	Description	Unit	Estimated Quantity	Unit Price	Total
01 53 00 - 1	Mobilization to the Outpost Island mine	lump sum	1	\$ _____	\$ _____
01 53 00 - 2	Mobilization to the Blanchet mine	lump sum	1	\$ _____	\$ _____
01 53 00 - 3	Demobilization from the Outpost Island mine	lump sum	1	\$ _____	\$ _____
01 53 00 - 4	Demobilization from the Blanchet mine	lump sum	1	\$ _____	\$ _____
01 53 00 - 5	Mobilization to and Demobilization from the Wilson mine	lump sum	1	\$ _____	\$ _____
01 53 00 - 6	Mobilization to and Demobilization from the Waldron mine	lump sum	1	\$ _____	\$ _____
01 54 00 - 1	Camp Supply and Start-Up for Outpost Island Mine	lump sum	1	\$ _____	\$ _____
01 54 00 - 2	Camp Supply and Start-Up for Blanchet Mine	lump sum	1	\$ _____	\$ _____
01 54 00 - 3	Operation and Maintenance of Camp Services for Outpost Island Mine	per person day	300	\$ _____	\$ _____
01 54 00 - 4	Operation and Maintenance of Camp Services Blanchet Mine	per person day	300	\$ _____	\$ _____
01 54 00 - 5	Departmental Representative and Authorized Personnel Room and Board	per person day	150	\$ _____	\$ _____
01 54 00 - 6	Casual meals for visiting Departmental Representative's Authorized Personnel or Contractor's Personnel	per meal	500	\$ _____	\$ _____
01 54 00 - 7	Return Transportation - Yellowknife to any of the mine sites	per return trip	30	\$ _____	\$ _____
01 54 00 - 8	Departmental Representative's Communication Links	lump sum	1	\$ _____	\$ _____
01 54 00 - 9	Consumable Office Supplies	lump sum	1	\$ _____	\$ _____
01 71 00 - 1	Survey	lump sum	1	\$ _____	\$ _____
01 77 00 - 1	Post-Demobilization Inspection	lump sum	1	\$ _____	\$ _____
01 78 00 - 1	Project Record Documents	lump sum	1	\$ _____	\$ _____
02 41 16 - 1	Demolition for Outpost Island mine	lump sum	1	\$ _____	\$ _____
02 41 16 - 2	Demolition for Blanchet mine	lump sum	1	\$ _____	\$ _____
02 41 23 - 1	Debris Removal for Outpost Island mine	lump sum	1	\$ _____	\$ _____
02 41 23 - 2	Debris Removal for Blanchet mine	lump sum	1	\$ _____	\$ _____
02 41 23 - 3	Consolidation and crushing of empty drums (excludes drums with product) for Outpost Island mine	lump sum	1	\$ _____	\$ _____
02 41 23 - 4	Consolidation and crushing of empty drums (excludes drums with product) for Blanchet mine	lump sum	1	\$ _____	\$ _____
02 55 13 - 1	Excavation, management, transfer and disposal of Petroleum Hydrocarbon Contaminated Soil for Outpost Island mine	tonnes	50	\$ _____	\$ _____
02 55 13 - 2	Excavation, management, transfer and disposal of Petroleum hydrocarbon Contaminated Soil for Blanchet mine	tonnes	125	\$ _____	\$ _____
02 55 13 - 3	Excavation, management and transfer of Ore and Ore Concentrate Off-site for Blanchet mine	tonnes	20	\$ _____	\$ _____

l'acheteur

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

Section	Description	Unit	Estimated Quantity	Unit Price	Total
02 55 13 - 4	Excavation, management, transfer and disposal of Metal Contaminated Soil for Outpost Island mine	tonnes	0.01	\$ _____	\$ _____
02 55 13 - 5	Excavation, management, transfer and disposal of Metal Contaminated Soil for Blanchet mine	tonnes	150	\$ _____	\$ _____
02 61 33 - 1	Supply of Shipping Containers - Hazardous Waste Materials for Outpost Island mine	lump sum	1	\$ _____	\$ _____
02 61 33 - 2	Supply of Shipping Containers - Hazardous Waste Materials for Blanchet mine	lump sum	1	\$ _____	\$ _____
02 61 33 - 3	Containerization of Known Hazardous Solid Materials for Outpost Island mine	lump sum	1	\$ _____	\$ _____
02 61 33 - 4	Containerization of Known Hazardous Solid Materials for Blanchet mine	lump sum	1	\$ _____	\$ _____
02 61 33 - 5	Containerization of Known Liquid Materials	drums	19	\$ _____	\$ _____
02 61 33 - 6	Off-site Transport Containerized Hazardous Solid or Liquid Waste for Outpost Island mine	lump sum	1	\$ _____	\$ _____
02 61 33 - 7	Off-site Transport Containerized Hazardous Solid or Liquid Waste for Blanchet mine	lump sum	1	\$ _____	\$ _____
03 05 11 - 1	Seal Outpost Island mine Opening	lump sum	1	\$ _____	\$ _____
03 05 11 - 2	Blanchet mine Backfill Adit Opening	lump sum	1	\$ _____	\$ _____
03 05 11 - 3	Wilson and Waldron mine shaft caps	lump sum	1	\$ _____	\$ _____
31 22 15 - 1	Site Preparation and Grading for Outpost Island mine	lump sum	1	\$ _____	\$ _____
31 22 15 - 2	Site Preparation and Grading for Blanchet mine	lump sum	1	\$ _____	\$ _____
31 22 15 - 3	Upgrading and Maintenance of Site Access Routes for Outpost Island mine	lump sum	1	\$ _____	\$ _____
31 22 15 - 4	Upgrading and Maintenance of Site Access Routes for Blanchet mine	lump sum	1	\$ _____	\$ _____
31 22 15 - 5	Reshaping and Re-grading Tailings and Waste Rock Piles at Outpost Island mine	lump sum	1	\$ _____	\$ _____
31 22 15 - 6	Site Restoration for Outpost Island mine	lump sum	1	\$ _____	\$ _____
31 22 15 - 7	Reshaping and Re-grading Metal Impacted Soil and Waste Rock Piles at Blanchet mine	lump sum	1	\$ _____	\$ _____
31 22 15 - 8	Reshaping and Re-grading Metal Impacted Soil at Blanchet mine	lump sum	1	\$ _____	\$ _____
31 22 15 - 9	Site Restoration for Blanchet mine	lump sum	1	\$ _____	\$ _____
Total Cost Breakdown - Excluding applicable tax(es)					\$ _____

l'acheteur

EW699-150150/B

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

AANDC-EW699-150150

Solicitation No. - N° de l'invitation

File No. - N° du dossier

NCS-4-37027

Amd. No. - N° de la modif. Buyer ID - Id de

ncs107

CCC No./N° CCC - FMS No/ N° VME

ANNEX D - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)

(This report is not required at bid closing.)

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

l'acheteur

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif. Buyer ID - Id de

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

ANNEX E - TECHNICAL QUESTIONS AND ANSWERS AND STATEMENTS FROM JUNE 26, 2014 BIDDERS CONFERENCE

Attendees:

Jennifer Eggenberger, Camco Construction 2013 Ltd.
Gantix Eggenberger, Camco Construction 2013 Ltd.
Jared Buchko, Everclear Environmental Solutions Inc.
Terry Warner, Everclear Environmental Solutions Inc.
Barry Henkel, RTL Robinson Enterprises Ltd.
Garth L. Wallbridge, Wallbridge Law Office
Ruari Carthew, Summit Environmental
Cedric Schuler, Summit Environmental
Doug Daley, KBL Environmental Ltd.
James Carss, Parsons
Greg Merrithew Commercial NDS
Gil St. Arneault, Commercial NDS
Noel Perera, GPEC International
David Smith, East Arm Freightling Limited
Steve Creamer, Williams Engineering
George Michniewicz, Tlich Engineering and Environmental Services
R. Fader, R. Fader
Tim Beckenham, WESA
John Hopf, Rowe's Construction
Les Rocher, Homes North
Mark Rocher, Aurora Telecom

Note:

- **Questions and Answers are in English only as they are related to the specifications.**
- **Questions and Answers and Statements not relating to this retender, have been deleted.**

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

Question 1

Is this presentation going to be made available to us?

Answer 1

Yes, the presentation will be made available on Buy and Sell as attachment 046 to this amendment.

Question 2

Reference GSL permitting discussion: Is the contractor to provide plans for sediment and erosion control, waste, spillage? Will the plans template be made available to bidders?

Answer 2

Yes, the Contractor is to submit the required plans outlined in the specifications. AANDC has currently submitted interim waste management and spill contingency plans. These plans, including regulatory submission guidelines, are part of the supporting documents provided on Buy and Sell and will be made available in MSword format to the successful bidder.

Question 3

Reference Health and Safety discussion: Is COR designation mandatory?

Answer 3

The Contractor's need to have COR or equivalent is a mandatory for this Contract.

Question 4

Reference Outpost Island: Will the steel structure have to be removed?

Answer 4

Any exposed foundations are to be excavated and broken down to have a longest dimension of less than 600mm prior to placement into the Main Raise on Outpost Island. Clean concrete can be used to help armour the toe of the stockpile adjacent to the North Bay.

Question 5

Are you going to identify where we can use foam for sealing the mine shafts?

Answer 5

Identified as:

Outpost

Shaft 1 - concrete

Shaft 2 - foam to refurbish existing concrete or just foam whole cap (will need variance from WSCC)

Blanchet - foam is OK for adit (as per WSCC)

Question 6

Industry standard in NT is ARA +10% but the current RFP specifies only ARA. Can an incremental % be added?

Answer 6

Yes, the bid process allows the contractors to specify the % above ARA.

Question 7

Is a rock cover over the foam required?

Answer 7

There is an expectation that the standard procedures/designs for any alternate closure approaches be clearly defined and followed.

Question 8

Are the aboriginal groups aware that all structures are coming down?

Answer 8

Yes, the communities have participated in the decision-making and are aware / supportive of the decision to demolish structures.

EW699-150150/B

ncs107

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC-EW699-150150

NCS-4-37027

Question 9

Reference Outpost Island: Will the silt curtain created be temporary?

Answer 9

The silt curtain at Outpost Island will only be used during remediation construction activities.

Question 10

If a sub contractor is proposed to take on a key role on our project execution team, may we include one of the sub contractor's related project profiles and client references as one of the three submitted? Would this project reference be considered as equivalent to the general contractor project references submitted?

Answer 10

This is acceptable.

Question 11

Can one individual be proposed to fill more than one key position on our organizational chart and project execution team?

Answer 11

Yes, however the company is exhibiting less capacity, depth, and experience to perform the work.

Question 12

Will the Federal Government be accepting the NWT's WSCC "Work Safe Advantage" certification as an equivalent to COR? If not what other equivalents are acceptable?

Answer 12

WSCC's Work Safe Advantage (WSA) program has no requirements for a formal safety program, manual, or training. The program is a financial incentive program offered by WSCC that dictates how much a company is charged based on their health and safety performance measured by the number of incidents within any given year. WSCC's WSA is not equivalent to COR. An equivalent to COR would be IS18001 or having a Health and Safety Program as described below:

A health and safety management system (HSMS) framework put in place by employers to manage risks, establish controls, and minimize the incidence of injury and illness to their workers. This is accomplished through identifying, assessing, and controlling risks to workers in all workplaces. The scope and complexity of the management system vary according to the type of workplace and the nature of business. Employers must be able to demonstrate to buyers of construction that their health and safety management system has been developed, implemented, and evaluated on an annual basis through comprehensive internal and external audits.

Statements

- Critical that the available guidance for the submittals be followed as closely as possible.
- Water licence: Critical that a water licence not be triggered based on consumption at ALL sites.
- Ore: for the purpose of this proposal, the Crown wants all bids to be based on off-site disposal. However, after contract award, consideration will be given to other options (e.g., processing of ore).
- Mine openings: Crown has had dialogue with Mine Safety and consideration will be given to alternate closure approaches (e.g., foam). Prior to implementation, all approaches must be approved by Mine Safety.
- Borrow: the main source for all sites is Blanchet.
- Recommend preservation of any organic substrate at all sites that could be used for future re-vegetation.

NOTE to CO; Fill in the green highlighted cells. You must also delete the insurance types and their instructions (blue font) that are not required.

CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work	Contract No.
	Project No.

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
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Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Umbrella/Excess Liability				\$	\$	\$
				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Marine Liability				\$		
Aviation Liability				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Insert other type of insurance as required				\$		

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.

<div></div>		<div></div>
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)		Telephone number
<div></div>		<div></div>
Signature		Date D / M / Y

CERTIFICATE OF INSURANCE Page 2 of 2

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.
- (d) Removal or weakening of support of any structure or land whether such support be natural or otherwise if the work is performed by the insured contractor.

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.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

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.

Aviation Liability

The insurance coverage shall include Bodily Injury (including passenger Bodily Injury) and Property Damage, in an amount of not less than **\$5,000,000** per incident or occurrence and in the aggregate.

Marine Liability

The insurance coverage must be provided by a Protection & Indemnity (P&I) insurance policy and must include excess collision liability and pollution liability.

The insurance must be placed with a member of the International Group of Protection & Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by the statutory requirements of the Territory or Province having jurisdiction over such employees.

The policy must waive all rights of subrogation against Canada as represented by Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.

Other types of Insurance

To be inserted below according to specifics of project.

Use separate page if needed.



**BID AND ACCEPTANCE FORM
FLOATING PLANT**

DREDGES AND OTHER FLOATING PLANT

I/We declare that I/We have the following named plant for the performance of the Work and that the capacity as stated below applies to the materials and conditions specified for this project. I/We understand that the award of a contract by Public Works and Government Services Canada does not imply agreement with the claimed capacity but only confirms that the equipment meets the requirements of the floating plant clause as outlined below.

Name of dredge		Official registry no.	
*Type of dredge	Capacity per hour m3sm or m3pm	Length x Breadth m	
Draft m	Maximum working depth m	Minimum working depth m	
No. of scows		Capacity of each	
Tug	Official registry no.	Length x Breadth x Draft m	
Name of dredge		Official registry no.	
*Type of dredge	Capacity per hour m3sm or m3pm	Length x Breadth m	
Draft m	Maximum working depth m	Minimum working depth m	
No. of scows		Capacity of each	
Tug	Official registry no.	Length x Breadth x Draft m	

* Note: The Bidder will state whether the dredges are of dipper, backhoe, clamshell, orange peel, cutter suction or trailing suction hopper type.

Dredges or other floating plant used to perform the Work on this dredging project shall be on Canadian registry and of Canadian make or manufacture. A bidder with dredges or other floating plant not of Canadian make or manufacture is required to obtain a certificate of qualification in that respect from Industry Canada prior to submitting a bid and a true copy of such certificate shall be included with the bid documents. A request for a certificate of qualification shall be directed to: Director

Space, Defence and Marine Directorate
Room: 709C, CD Howe Building
235 Queen Street
Ottawa, Ontario
K1A 0H5

Telephone: (613) 954-3774
Facsimile: (613) 998-6703

and must be received by that official not less than fourteen (14) days prior to the closing date for the submission of bids. Floating plant qualified by Industry Canada may be accepted to perform the Work on this dredging project. Requests for certificates of qualification may be submitted in the form annexed hereto.



**BID AND ACCEPTANCE FORM
FLOATING PLANT**

REQUEST FOR CERTIFICATE OF QUALIFICATION OF FLOATING PLANT

The Bidder will use a separate sheet for each unit of floating plant.

1. Name and address of owner	
2. Name and address of operator	
3. Name of unit	
4. Canadian registry no.	5. Type of unit (dredge, tug, scow, pontoon, etc.)
6. Date of Canadian registry	7. Date unit originally built
8. Shipyard where unit originally built	
9. Record of work done to unit in Canada. For each major job show:	
Date	Shipyard
Type of work	Cost
Country of origin of equipment installed	

10. If unit has changed ownership show name and current address of previous owner(s) for each modification referred to in item 9 on a separate page.

CORPORATE SEAL

Signature

Date



**FORMULAIRE DE SOUMISSION
ET D'ACCEPTATION
OUTILLAGE FLOTTANT**

DRAGUES ET AUTRE OUTILLAGE FLOTTANT

Je déclare/Nous déclarons disposer de l'outillage flottant dont le nom suit pour la réalisation des travaux. De plus, la capacité précisée ci-dessous s'applique à l'équipement et aux conditions énoncées pour le projet. Je comprends/Nous comprenons que l'attribution d'un marché par Travaux publics et Services gouvernementaux Canada ne signifie pas l'acceptation de la capacité indiquée; elle ne fait que confirmer que l'équipement répond aux exigences en matière d'outillage flottant, conformément à la description ci-dessous.

Nom de la drague		Numéro du certificat d'immatriculation	
*Type de drague	Capacité horaire m3sc ou m3mp	Longueur x largeur m	
Tirant d'eau m	Profondeur maximale m	Profondeur minimale m	
Nombre de chalands		Capacité de chacun	
Remorquer	Numéro du certificat d'immatriculation	Longueur x largeur x tirant d'eau m	
Nom de la drague		Numéro du certificat d'immatriculation	
*Type de drague	Capacité horaire m3sc ou m3mp	Longueur x largeur m	
Tirant d'eau m	Profondeur maximale m	Profondeur minimale m	
Nombre de chalands		Capacité de chacun	
Remorquer	Numéro du certificat d'immatriculation	Longueur x largeur x tirant d'eau m	

* Remarque : Le soumissionnaire indiquera si les dragues sont du type à pelle, à mécanique, à retrocaveuse, à benne preneuse, à mâchoires, à désagréateur ou suceuse traînante.

Les dragues ou tout autre outillage flottant dont on se sert dans l'exécution de ce projet de dragage doivent être immatriculés fabriqués au Canada. Le soumissionnaire qui veut fournir des dragues ou tout autre outillage flottant de fabrication non canadienne doit se procurer un certificat de qualification d'Industrie Canada avant de présenter sa soumission et joindre une copie conforme du certificat à sa soumission. Il doit adresser sa demande de certificat au :

Directeur Défense et Marine
Direction générale de l'aérospaciale, de la défense et de la marine
Industrie Canada
Édifice C.D. Howe - pièce 733C
235, rue Queen
Ottawa, (Ontario)
K1A 0H5

Attention: M. Émile Rochon
Tél: (613) 954-3468
Télécopieur: (613) 998-6703

lequel doit avoir reçu la demande au moins quatorze (14) jours avant la date limite de réception des soumissions. L'outillage flottant évalué et accepté par Industrie Canada peut être accepté pour exécuter ce projet de dragage. Les demandes de certificat de qualification peuvent être présentées selon la manière donnée au formulaire ci-joint.



**FORMULAIRE DE SOUMISSION
ET D'ACCEPTATION
OUTILLAGE FLOTTANT**

DEMANDE DE CERTIFICAT DE QUALIFICATION DES OUTILLAGES FLOTTANTS

Le soumissionnaire utilise une feuille distincte pour chaque unité d'outillage flottant.

1. Nom et adresse du propriétaire	
2. Nom et adresse de l'opérateur	
3. Nom de l'unité	
4. Numéro du certificat d'immatriculation au Canada	5. Type d'unité (dragage, remorqueur, chaland, ponton, etc.)
6. Immatriculé au Canada depuis	7. Date de construction
8. Nom du chantier naval	
9. Travaux effectués sur l'unité au Canada. Pour chaque série importante de travaux, indiquer :	
Date	Chantier naval
Type de travaux	Coût
Pays d'origine de l'équipement installé	

10. Si l'unité a changé de propriétaire, indiquer sur une page distincte le nom et adresse actuelle du ou des propriétaires(s) précédent(s) pour chaque travail mentionné au point 9.

SCEAU DE LE SOCIÉTÉ

Signature

Date