

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des soumissions**  
**- TPSGC**  
**100-167 Lombard Avenue**  
**Winnipeg**  
**Manitoba**  
**R3B 0T6**  
**Bid Fax: (204) 983-0338**

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**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/Travaux publics et Services gouvernementaux  
Canada  
Suite 1650  
635 - 8th Ave. S.W.  
Bureau 1650  
635 - 8e avenue, SO  
Calgary  
Calgary  
Alberta  
T2P 3M3

<b>Title - Sujet</b> Tundra Mine Care and Maintenance	
<b>Solicitation No. - N° de l'invitation</b> EW699-151890/A	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> PWGSC-EW699-151890	<b>Date</b> 2015-03-20
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$GMP-010-6322	
<b>File No. - N° de dossier</b> GMP-4-37239 (010)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-03-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Kozak, Tammy	<b>Buyer Id - Id de l'acheteur</b> gmp010
<b>Telephone No. - N° de téléphone</b> (204) 807-0189 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

EW699-151890/A

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

PWGSC-EW699-151890

Amd. No. - N° de la modif.

003

File No. - N° du dossier

GMP-4-37239

Buyer ID - Id de l'acheteur

gmp010

CCC No./N° CCC - FMS No/ N° VME

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Voir document joint

This Amendment #003 is raised against Solicitation #EW699-151551/A to amend the solicitation and address bidder enquiries as follows:

**1. Refer to Request for Proposal, Parts 4-7: (Note: changes are identified in BLUE deletions are not identified)**

DELETE: in it's entirety  
INSERT:

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and management, financial, and evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **Technical and Management Bid**

Technical and Management and **Aboriginal Opportunities Consideration (AOC)** evaluation criteria are included in Annex "F" – Evaluation Criteria – Part 1.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Financial Bid**

Bidders will be assessed based on the information provided, as per Annex "B" – Basis of Pricing.

##### **4.1.2.2 SACC Manual Clause**

A0222T (2014-06-26), Evaluation of Price – Canadian / Foreign Bidders

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price**

**4.2.1.1** To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. obtain the required minimum of 114 points overall for the technical criteria which are subject to point rating. The rating is performed on a scale of 190 points.
- c. obtain all the required minimum of 83 points overall for the management and organization criteria which are subject to point rating. The rating is performed on a scale of 139 points.

**4.2.1.2** Bids not meeting a., b., and c. will be declared non-responsive.

**4.2.1.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

**4.2.1.4** To establish the technical merit score, the overall technical, management and organization and **AOC** score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

**4.2.1.5** Additional points will be assessed for the AOC portion with no minimum pass mark, however, it does add additional points to the maximum total points available overall.

**4.2.1.6** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

**4.2.1.7** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

**4.2.1.8** Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted.

**4.2.1.9** Bids will be ranked, highest to lowest, based on their combined Merit and Price scores.

The table below illustrates an example where four of five bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 200 and the lowest evaluated price is \$1,000.

**Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)**

Firm Name	Tech/Mgmt Proposal (Pass = 140 min)	Evaluated Price Proposal (GST Excluded)	Weighted Score Merit = 60%	Weighted Score Cost = 40%	Total Score
Bidder "A"	175/200	\$1,000	$175/200 \times 60 = 52.5$	$1,000/1,000 \times 40 = 40$ Low cost	92.5 <b>Best Overall Proposal</b>
Bidder "B"	165/200	\$1,100	$165/200 \times 60 = 49.5$	$1,000/1,100 \times 40 = 36.6$	86.1 2nd
Bidder "C"	155/200	\$1,150	$155/200 \times 60 = 46.5$	$1,000/1,150 \times 40 = 34.78$	81.28 3rd
Bidder "D"	185/200	\$1,600	$185/200 \times 60 = 55.5$	$1,000/1,600 \times 40 = 25$	80.5 4th
Bidder "E"	112/200*	N/A*	N/A*	N/A*	N/A*

\*Bidder "E" – Failed to reach minimum points overall of the technical evaluation.

## **PART 5 - CERTIFICATIONS**

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

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

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

## **5.1 Certifications Required Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame specified will render the bid non-responsive.

### **5.1.1 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 Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **5.1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **5.2 Additional Certifications Precedent to Contract Award**

### **5.2.1 Status and Availability of Resources**

*SACC Manual* clause A3005T (2010-08-16), Status and Availability of Resources

### **5.2.2 Education and Experience**

*SACC Manual* clause A3010T (2010-08-16), Education and Experience

### **5.2.3 Health and Safety**

#### **Workers Compensation - Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board

confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 6 - SECURITY, FINANCIAL, INSURANCE, HEALTH AND SAFETY REQUIREMENTS**

### **6.1 Security Requirement**

1. Before award of a contract, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **6.2 Financial Capability**

*SACC Manual* clause A9033T (2012-07-16), Financial Capability

### **6.3 Insurance Requirements**

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

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

### **6.4 Health and Safety Requirements**

#### **6.4.1 Employer/Prime Consultant**

##### **6.4.1.1 During the Design Stage**

The Consultant must, where the Consultant is working on Federal property and is in control of the work site (no Federal presence or remediation contractor), for the purposes of the applicable provincial or territorial Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract:

- a. act as the Employer, where the Consultant is the only employer on the work site, in accordance with the Authority Having Jurisdiction;

- b. assume the role of Prime Consultant, where there are two or more employers (including sub-consultants) involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and

#### **6.4.1.2 During the Construction Stage**

The Consultant shall, for the purposes of the Occupational Health & Safety Acts and Regulations, and for the duration of the Work of the Contract, agree to accept that the Remediation Contractor is the Principal/Prime Contractor, and to conform to that Contractor's Site Specific Health and Safety Plan.

## **PART 7 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **7.1 Statement of Work**

The Contractor must perform the work in accordance with the Statement of Work at Annex "A" and the technical, and management, portions of the Contractor's bid entitled (TBD), dated (TBD)

#### **7.1.2 Task Authorization**

The Work to be performed under the contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

##### **7.1.2.1 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex "G".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority or Contracting Authority (based on the TA limits outlined at 7.1.2.2) has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

##### **7.1.2.2 Task Authorization Limit**

The Project Authority may authorize individual task authorizations up to a limit of \$ 200,000.00, Applicable Taxes included, inclusive of any revisions. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

##### **7.1.2.3 Minimum Work Guarantee – All the Work – Task Authorizations**

1. In this clause,

*"Maximum Contract Value"* means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

*"Minimum Contract Value"* means 5%

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **7.1.2.4 Periodic Usage Reports – Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Annex "H". If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

##### **For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.



**For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## **7.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **7.2.1 General Conditions**

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **7.3 Security Requirement**

**7.3.1** The following security requirement (SRCL and related clauses provided by ISP) apply and form part of the Contract.

**SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:  
PWGSC FILE #: EW699-15-1551**

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.  
Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CISD, PWGSC, the Contractor personnel **MAY NOT ENTER** sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:  
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - (b) Industrial Security Manual (Latest Edition).

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The period of Contract is from date of Contract to March 31, 2016 inclusive.

### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to six additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Pricing.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **7.5 Authorities**

### **7.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Teresa Olson  
Supply Specialist  
Environmental Services Acquisitions Team  
Public Works and Government Services Canada  
Suite 100, 167 Lombard Avenue  
Winnipeg, MB R3B 0T6

Telephone: 204-230-4558  
Facsimile: 204-983-7796  
Email: Teresa.Olson@pwgsc-tpsgc.gc.ca

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

### **7.5.2 Project Authority**

The Project Authority for the Contract is:

To be determined

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### **7.5.3 Contractor's Representative (To be completed by Bidder)**

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

## **7.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 ([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/ContPolNotices/2012/10-31-eng.asp)) of the Treasury Board Secretariat of Canada.

## **7.7 Payment**

### **7.7.1 Basis of Payment – Limitation of Expenditure – Task Authorizations**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment *in Annex B*, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are *included*, and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.7.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ to be determined. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.7.3 T1204 - Direct Request by Customer Department, A9117C (2007-11-30)**

### **7.7.4 Time Verification, C0711C (2008-05-12)**

## **7.8 Invoicing Instructions – Monthly Payment**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## **7.9 Certifications**

### **7.9.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### **7.9.3 SACC Manual Clauses**

A0285C (2007-05-25), Workers' Compensation

## **7.10. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in to be determined.

## **7.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25), General Conditions - Higher Complexity - Services
- (c) Annex "A", Statement of Work
- (d) Annex "B", Basis of Pricing;
- (e) Annex "C", Security Requirements Check List;
- (f) Annex "D", Federal Contractors Program for Employment Equity - Certification;
- (g) Annex "E", Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated to be determined.

## **7.12 Foreign Nationals (Canadian Contractor) (If applicable)**

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

## **7.13 Insurance Requirements**

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

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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **2. Address Bidder Enquiries**

Q1. Who will be maintaining the airstrip, roads, and site conditions for access by plane etc and will this maintenance also be done throughout the winter to ensure safe landing conditions, driving conditions etc?

A1. The airstrip, roads and site conditions will not be "maintained" for site access by the Crown. Maintenance will be required for engineered structures, such as the dam and caps, as part of the geotechnical program, but only should geotechnical monitoring indicate that the structure is not functioning as designed. It has been reported to the crown that the Third-Party on site has performed maintenance on the airstrip, but that work is at the discretion of the Third Party.

The Crown will inspect the airstrip annually, at the start of the field season, with one of the major air charter companies in the region. Use of the airstrip will be at the discretion of the individual charter companies. It is important to note again that the Colomac airstrip was well-engineered and has maintained its integrity after abandonment, and the condition of the airstrip has not affected site access. Should the condition of the airstrip result in reasonable safety concerns, then alternate arrangements (such as the use of Float mounted aircraft) will be negotiated as an amendment.

Site access in the winter is only required for the under ice Surveillance Network Program (SNP) sampling and the thermosyphon readings. These are completed by helicopter. Access to other mobile equipment will not be necessary for the winter program.

Q2. Can we arrange for a site visit to look at the site conditions, buildings prior to starting field work?

A2. The Crown completes a site opening annually in late May or early June. A site visit could be organized during this visit to observe site conditions. A site visit will not be completed before the closing date of the Request for Proposal.

In *Request for Proposal Comprehensive Environmental Monitoring Services at the Former Colomac Mine Site, Northwest Territories* (the RFP) the Annex A Statement of Work (the SOW) states "All buildings on site were decontaminated and demolished, with the exception of the Big Blue warehouse." This is the only building available for inspection.

Q3. Is there a communications set up for the site now or will it be Satellite phone only?

A3. No communication infrastructure remains on the site. Sat phone communication is required for all field work and must be arranged by the contractor.

Q4. Is access by air the only option and if so is there a fuel cache available for planes and helicopters or is this something we would set up?

A4. Colomac is only accessible by air. A fuel cache is established at the Colomac airstrip. Fixed wing aircraft flights to Colomac do not require use of cached fuel. Rotary winged aircraft may require use of the fuel cache. The fuel cache is maintained by AANDC, but delivery of fuel to the cache (or return of empty barrels) may be requested from time to time for the Contractor scheduled flights.

Q5. Does the client have aviation standards that must be met?

A5. Flights for site access will be the responsibility of the Contractor. The Crown has not included specific standards for the aviation requirement of the contract, but the use of fixed or rotary winged aircraft for site access must be addressed in the annual Site Specific Health and Safety Plan (SSHASP).

Q6. Please list all vehicles that will be available for use on site including the number of passengers per vehicle.

A6. The following vehicles are available on site:  
Dodge 2500 Truck – seats 6  
Bombardier ATV – seats 2  
2 x Yamaha ATVs – seats 1 (each)  
ATV trailer – Cargo use only

A Crestliner aluminum 16-foot duck boat with out-board motor and a canoe with paddles is available for water sampling.

Q7. Can we get more information on the site building as far as condition, security, does it have a heat source, are there washrooms on site of any type?

A7. The "Big Blue" warehouse is the only building remaining on site. It provides adequate shelter, but the roof leaks in areas and the building frequently houses a colony of sparrows. A chain and padlock are used to secure the bay doors and the access door through the winter, but they are not used in the summer. The building is not heated and washrooms are not available. Field sanitation methods have been used on site during the limited stays of monitoring crews.

Q8. Does the building have power or can we store a small generator on site?

A8. Power is not supplied to Big Blue. A small Honda generator (Crown-owned) is located in Big Blue. A Light Plant, including a larger generator, is located in the former tank farm area, but it hasn't been operated since 2011. The condition of the light plant is not known.

Q9. If other crews are working out of the camp would there be access to a medic?

A9. Given the size of the Nighthawk camp, it is anticipated that a medic would not be available but at least one person would have advanced first aid training. It is also anticipated that, if the camp is operational, this person would help in an emergency.

Q10. We are assuming our plan would be based on fly in and out with a plane or Helicopter which would include arrangements for medical transport. Correct?

A10. As noted during the Bidder's Conference and as stated in Amendment #002, site access is arranged through day trips with the aircraft held on site. The cost of a Yellowknife-Colomac-Yellowknife drop off with a Yellowknife-Colomac-Yellowknife pick up (2 flights) is the same or less than Yellowknife-Colomac (held on site)-Yellowknife trip. When the plane is held on site, it is available for emergency medical evacuation. A Twin Otter flight from Yellowknife to Colomac is 45 to 60 minutes. Emergency medical transportation would require several hours; therefore, it is anticipated that the Contractor will have the plane remain at site.

Q11. Documents indicate the air strip is abandoned and therefore would not be maintained to flight safety standards so it would be most likely we would need to access by helicopter. Is this the case or will the airstrip be adequately maintained for consistent use. All season use of summer only?

A11. Though the airstrip is not maintained, it remains capable of small wheel landings (normally reserved for airport landings only). The airstrip, unmaintained, remains comparable to airstrips in surrounding communities. Should airstrip conditions deteriorate, the charters may apply off-strip or Tundra Tire conditions. Finally, float landings will also be possible. Helicopters (which are considerably more expensive) are only anticipated for use for the winter Under Ice SNP program and thermosyphon reading.

Q12. Does the client have a wildlife monitor standard that addresses training and use of firearms?

A12. The Contractor is responsible to provide a Wildlife Monitoring Procedure as part of the SSHASP. Trained Wildlife Monitors are available through contact with the Tlicho Government.

Q13. What is the condition of the canoe, boat, truck, and ATV's and would we be able to inspect the equipment prior to use or have access to inspection records and maintenance records to determine field readiness?

A13. The Crown completes routine maintenance on the Truck and ATVs during the site opening and closing, in May/June and October respectively. If issues are noted by the Contractor during field visits, they will be communicated to the Crown for address. The Contractor is not required to repair site equipment, but maintenance such as fuelling, adjustment of fluids and maintaining proper tire pressure are required. All equipment is anticipated to be operational for the start of the contract, but the Truck is currently non-operational. A log book will be filled out for the truck at each site visit. Inspection and maintenance records could be provided, if necessary.

Q14. Does the client have an approved aviation company or would that be left to the Consultant to hire direct?

A14. As noted in the SOW, the Contractor is responsible for arranging all flights to and from Yellowknife for southern staff and all charter flights to and from Colomac. PWGSC has a list of approved charter companies on a National Master Standing Offer, but the Contractor does not have to use these companies.

Q15. Is there a requirement to use aboriginal community members or companies as part of the project scope? This may be useful for assistance on site, wildlife monitoring (if trained).

A15. See Section 3.0 of the TECHNICAL EVALUATION of Annex F for information on Aboriginal Opportunity Considerations (AOC) Criteria.

Q16. Is there a Pre-Access A&D test requirement?

A16. A Pre-Access Alcohol and Drug Test is at the discretion of the Contractor. Personnel under the influence of drugs or alcohol shall not be permitted in the field. Policies regarding Contractor procedures for drug and alcohol use must be included in the SSHASP.

Q17. Documents indicate that wildlife monitors may be available in the region. Can they provide a contact to follow up on the potential of these resources as well as training requirements?

A17. Training requirements for Wildlife Monitors will form part of the Contractor SSHASP. As previously noted, the Tlicho Government has supplied Monitors for Crown use.

Q18. Are there communities with medical clinics / facilities closer to the site than Yellowknife that could be used as a point of access or is there a service in the region for all weather flying in the event of an emergency?



A18. The closest community to Colomac is Wek'weeti, a Tlicho Community with a population of approximately 140 people. A nursing station is located in the community, but it is not well equipped for medical emergencies. The flight to Yellowknife for an aircraft held at site is 30 minutes longer. If the emergency results in a condition where the person cannot be moved, Emergency Medical Technician services are available but will require several hours to mobilize.

Q19. What access will be available at the site during winter months such as snowmobile or other suitable equipment to get around the site? Would these be provided and maintained by the client?

A19. SNP and thermosyphon reading site access will be achieved by helicopter. Those are the only field programs through the winter.

Q20. What about the pilots while they are on site? If everyone is supposed to stay together and everyone is supposed to be with a wildlife monitor, how does that requirement apply to the pilot(s) who are waiting around to fly back to Yellowknife at the end of the day? Do the pilots need to stay with the field crew (and so with the wildlife monitor)? Can they stay in the area of their aircraft without a wildlife monitor present?

A20. The pilot(s) don't need to be covered by a wildlife monitor as long as they stay by their aircraft and don't wander off alone. They do not need to stay with the field crews. As well, the flight crews are generally trained in wildlife monitoring and can carry their own weapon when on remote sites.

NOTE: Requests for reports have been received and will be addressed in an upcoming amendment.

**3. Refer to Annex B, Basis of Payment, and:**

DELETE: in it's entirety  
INSERT:

**ANNEX “B”**  
**BASIS OF PRICING**

**1. INSTRUCTIONS**

- 1.1. It is **MANDATORY** that bidders submit prices or rates for the period of the proposed Contract in the following pricing schedules. This Annex B, when completed, will be considered as the Financial Bid.
- 1.2. Should there be an error in the extended pricing of the Financial Bid, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities or weights of the Financial Bid will be changed to reflect the quantities or weights stated in the RFP.
- 1.3. GST or HST, as applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.
- 1.4 The quantities and estimates specified below are provided for evaluation purposes only.
- 1.5 Bidders must provide pricing for every line item in both the contract year and the option year.
- 1.6 Each Hourly Rate will be multiplied by the estimated usage/weighting to determine the Evaluated Rate for each resource category. The Evaluated Rates for all categories will be added together to total the Sub-Total Evaluated Rate.
- 1.7 The Sub-Total Evaluated Rates for A, B, C, D, E, F, G, H, and I will be added to the calculations for Communications and Major Disbursements to equal the Total Evaluated Financial Bid Price (See J, Summary of Estimated Costs, below).

**2. PRICING SCHEDULES**

All rates are in Canadian dollars, GST/HST extra, FOB destination.

**2.1 Professional Fees**

- 1.1 The Consultant will be paid for actual hours worked/operated, as approved by the Project Authority, at the firm hourly rate, detailed in the Professional Fees Unit Price Table, GST extra. The rates will be firm for the full period of the Contract.
- 1.2 Firm, all-inclusive, hourly rates by classification must be inclusive of full compensation for payroll, burdens, WCB, Insurance, and general overheads related to the normal operation of the business.
- 1.3 Personnel substituted, with the prior approval of the Project Authority, are to be charged out at their standard rate which cannot exceed the hourly rate of the personnel that they are substituted for.
- 1.4 Overtime will be charged at the firm hourly rate, no multiplier shall be allowed.

**2.2 Disbursements**

2.2.1 **Communications:** Communications (such as Information Technology, telecom, faxcom, cellcom, day to day printing, courier) will be recovered at a firm fixed percentage of the professional fees above.

2.2.2. **Major Disbursements:** Major disbursements will be recovered as cost plus a firm fixed percentage fee. Major disbursements will include: materials, supplies, testing and analysis, equipment rentals, freight, subcontracting, sub-consulting, one time large printing jobs (ie: final reports).

Major disbursements must be project related and must not include expenses that are related to the normal operation of the Consultant's business. The following costs must be included in the fees required to deliver the consultant services and will not be reimbursed separately:

- computers;
- software;
- cameras;
- video cameras
- hand held GPS units
- satellite phones.

2.2.3. **Travel and Living Expenses:** In case of pre-authorized travel and living expenses, the Consultant will be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the then-current National Joint Council on Travel and Living Expenses, at actual cost only without any allowance thereon for overhead or profit. Charges for air travel must not exceed that for economy class. All payments are subject to government audit.

**A. Date of Award - March 31, 2016**

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	2	\$	\$
Senior Professional	15	\$	\$
Intermediate Professional	28	\$	\$
Junior Professional	10	\$	\$
Resident Engineer	5	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
<b>A. Sub-Total Evaluated Rate (100%)</b>			<b>\$</b>

**B. OPTION YEAR 1: April 01, 2016 - March 31, 2017**

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	2	\$	\$
Senior Professional	15	\$	\$
Intermediate Professional	30	\$	\$
Junior Professional	13	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
<b>B. Sub-Total Evaluated Rate (100%)</b>			\$

**C. OPTION YEAR 2: April 01, 2017 - March 31, 2018**

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	2	\$	\$
Senior Professional	15	\$	\$
Intermediate Professional	30	\$	\$
Junior Professional	13	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
<b>C. Sub-Total Evaluated Rate (100%)</b>			\$

**D. OPTION YEAR 3: April 01, 2018 - March 31, 2019**

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	2	\$	\$
Senior Professional	15	\$	\$
Intermediate Professional	30	\$	\$
Junior Professional	13	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
<b>D. Sub-Total Evaluated Rate (100%)</b>			\$

**E. OPTION YEAR 4: April 01, 2019 - March 31, 2020**

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	2	\$	\$
Senior Professional	15	\$	\$
Intermediate Professional	28	\$	\$
Junior Professional	10	\$	\$
Resident Engineer	5	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
<b>E. Sub-Total Evaluated Rate (100%)</b>			\$

**F. OPTION YEAR 5: April 01, 2020 - March 31, 2021**

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	2	\$	\$
Senior Professional	15	\$	\$
Intermediate Professional	30	\$	\$
Junior Professional	13	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
<b>F. Sub-Total Evaluated Rate (100%)</b>			\$

**G. OPTION YEAR 6: April 01, 2021 - March 31, 2022**

Professional Fees			
Resource Category/Title	Estimated Usage/Weight (%)	Hourly Rate	Evaluated Rate
Senior Lead/Principal	2	\$	\$
Senior Professional	15	\$	\$
Intermediate Professional	30	\$	\$
Junior Professional	13	\$	\$
Senior Technologist	10	\$	\$
Intermediate Technologist	10	\$	\$
Junior Technologist	10	\$	\$
CADD/Draftperson	5	\$	\$
Administration	5	\$	\$
	100		
<b>G. Sub-Total Evaluated Rate (100%)</b>			\$

**2.2 Communications**

**Sub-Total Evaluated Rates (A + B + C + D + E + F + G) x Firm Fixed Fee at \_\_\_\_% =**  
**Total \$ \_\_\_\_\_**

**COMMUNICATIONS:** All Communications expenses must be submitted at a net cost with UP TO A \_\_\_\_% markup. Invoices from the Contractor to Canada must be accompanied by copies of invoices from the

### 2.2.2 Major Disbursements

Estimated at \$700.00 (for evaluation purposes only) x (1 + Firm Fixed \_\_\_\_\_ %) =

Total \$ \_\_\_\_\_

**Major Disbursements:** Major disbursements will be recovered as cost plus a firm fixed percentage fee of \_\_\_\_\_% . Major disbursements will include: materials, supplies, testing and analysis, equipment rentals, freight, subcontracting, sub-consulting, one time large printing jobs (ie: final reports).

### Summary of Estimated Costs

<b>Sub-Total Evaluated Rates for Professional Fees (A + B + C + D + E + F + G)</b>	\$
<b>Communications (H)</b>	\$
<b>Major Disbursements (I)</b>	\$
<b>Total Evaluated Financial Bid Price (GST Extra)</b>	\$

3. Refer to Table 1 – Work Programs required for the Colomac Monitoring Program and:

DELETE: in it's entirety  
 INSERT:

**Table 1 – Work Programs required for the Colomac Monitoring Program**

Work Program	Work Required	Reason for Work
Adaptive Hydrocarbon Management Program (AHMP)	Continuation of program, but at a reduced effort. Program needs to continue until steady state is achieved.	Long-term Monitoring (LTM) commitment to WLWB
AHMP Support	Support personnel <b>(Kevin Biggar to be procured by AANDC on separate contract) Consultant will provide monitoring data as required, for review and interpretation.</b>	Long-term continuity
Geotechnical	Geotechnical inspections are every 5 years; the next required inspection is 2017. Thermistor data download is required for Dam 1B every year.	Regulatory Requirement WLWB
Habitat Compensation Monitoring Program (HCMP)	Habitat Compensation monitoring is a requirement of the Colomac Fisheries Authorization. The re-vegetation monitoring makes up part of the HCMP requirement. This monitoring program has been slow to get underway due to low flow in channels to be monitored.	Regulatory Requirement DFO
Hydrology	Measurement of waterbody elevation in the Lakes/waterbodies in the Colomac Area. This work needs to continue until a steady state can be established in the created/affected waterbodies (Zone 2 Pit, Tailings Lake, etc.).	Regulatory Requirement WLWB
Maintenance	Post-construction maintenance is required including well decommissioning and repairs to engineered structures.	Regulatory Requirement WLWB
Re-Vegetation	Vegetation monitoring measures the success of the re-vegetation effort that was part of the Fisheries Authorization.	Regulatory Requirement DFO
Surveillance Network Program (SNP)	Continuing surveillance of Lakes and waterbodies in the Colomac Area.	Regulatory Requirement WLWB
Special Projects	Special Projects will include investigations to gather information within the field, but beyond the scope, of the provided work program.	As the need arises and through separate Terms of Reference
Terrestrial and Aquatic Monitoring	Monitoring of Terrestrial and Aquatic Environment in the Colomac Area.	Regulatory Requirement WLWB (every 5 years)

**ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.**