

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

INVITATION TO TENDER
APPEL D'OFFRES

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

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

Title - Sujet Diamond Core Drilling	
Solicitation No. - N° de l'invitation EW702-152338/A	Date 2015-03-25
Client Reference No. - N° de référence du client EW702-152338	GETS Ref. No. - N° de réf. de SEAG PW-\$GMP-003-6329
File No. - N° de dossier GMP-4-37112 (003)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-04-13	
Time Zone Fuseau horaire Central Standard Time CST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sarna, Crystal	Buyer Id - Id de l'acheteur gmp003
Telephone No. - N° de téléphone (204) 298-2742 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE NORTH, 5TH FLOOR 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

EW702-152338/A

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-4-37112

Buyer ID - Id de l'acheteur

gmp003

CCC No./N° CCC - FMS No/ N° VME

Please see attached PDF entitled "Drilling ITT".

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

INVITATION TO TENDER

DIAMOND CORE DRILLING GIANT MINE SITE YELLOWKNIFE, NORTHWEST TERRITORIES PROJECT NO.: R.014204.330

IMPORTANT NOTICE TO BIDDERS

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 SI11.

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

- SI01 Integrity Provisions – Associated Information
- SI02 Bid Documents
- SI03 Enquiries during the Solicitation Period
- SI04 Optional Site Visit
- SI05 Revision of Bid
- SI06 Bid Results
- SI07 Insufficient Funding
- SI08 Bid Validity Period
- SI09 Construction Documents
- SI10 Mandatory Health & Safety
- SI11 Public Works and Government Services Canada and Defence Construction Canada Apprentice Procurement Initiative
- SI12 Tlicho Land Claims Agreement
- SI13 Web Sites

R2710T GENERAL INSTRUCTIONS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2015-02-25)

The following GI's are included by reference and are available at the following Web Site <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

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

SUPPLEMENTARY CONDITIONS (SC)

- SC01 Insurance Terms
- SC02 Workplace Safety and Health
- SC03 Aboriginal Opportunities Consideration

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

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

APPENDIX 1 - COMBINED PRICE FORM

APPENDIX 2 - COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND OR OWNER OF THE BIDDER

APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

APPENDIX 4 – DEPARTMENTAL REPRESENTATIVE’S AUTHORITY

APPENDIX 5 – AOC CERTIFICATIONS

APPENDIX 6 – ABORIGINAL EMPLOYMENT INCENTIVE AND PENALTY EVALUATION

ANNEX A – TERMS OF REFERENCE

ANNEX B – BASIS OF PAYMENT

ANNEX C - CERTIFICATE OF INSURANCE FORM

ANNEX D - VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 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 GI01 Integrity Provisions - Bid of General Instructions – Construction Services – Bid Security Requirements, R2710T. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

SI02 BID DOCUMENTS

1. The following are the bid documents:

- a. Invitation to Tender - Page 1;
- b. Special Instructions to Bidders;
- c. General Instructions - Construction Services - Bid Security Requirements R2710T (2015-02-25)
- d. Clauses & Conditions identified in "Contract Documents";
- e. Drawings and Specifications;
- f. Bid and Acceptance Form and related Appendix(s); and
- g. Any amendment issued prior to solicitation closing.

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

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

SI03 ENQUIRIES DURING THE SOLICITATION PERIOD

1. Enquiries regarding this bid must be submitted in writing to the Contracting Officer named on the Invitation to Tender - 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 Invitation to Tender - Page 1. Failure to comply with this requirement may result in the bid being declared non-responsive.

SI04 OPTIONAL SITE VISIT

There will be a site visit on **Wednesday, April 1, 2015** at 10:00 AM (MST). Interested bidders are to meet at C-dry Building at Giant Mine Site.

Bidders must communicate with the Contracting Authority by noon **Friday, March 27, 2015**, to confirm attendance and provide the names of the person(s) who will attend. Please e-mail Crystal.Sarna@pwgsc-tpsgc.gc.ca or call (204) 298-2742 to register.

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

Attire - It is mandatory that all persons attending the site visit have the proper safety footwear (CSA approved green patch), hard hats and safety glasses. Contractor personnel/individuals who do not have the proper safety attire will be denied access to the site.

All travel and living costs associated with travel to the Giant Mine site for the purpose of attending the Site Visit/Bidder's Conference will be borne by the Contractor or their representative.

SI05 REVISION OF BID

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

SI06 BID RESULTS

1. A public bid opening will be held in the office designated on the Front Page "Invitation to Tender" for the receipt of bids shortly after the time set for solicitation closing.
2. Following solicitation closing, bid results may be obtained by calling (204) 983-3774.

SI07 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).

SI08 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 SI08 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 SI08 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 invitation to tender.
4. The provisions expressed herein do not in any manner limit Canada's rights in law or under GI11 of R2710T.

SI09 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Obtaining more copies shall be the responsibility of the Contractor including costs.

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

SI10 MANDATORY HEALTH AND SAFETY

WCB AND SAFETY PROGRAM - *for Work in the Northwest Territories*

- 1) The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1 a Workers Compensation Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP).
- 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 - Declaration attached*) - 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.

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

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

SI11 TLICHO LAND CLAIMS AGREEMENT

The requirements of the Tlicho Land Claims and Self-Government Agreement (http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/ccl_fagr_nwts_tliagr_tliagr_1302089608774_eng.pdf) will apply to the proposed procurement. Bidders are therefore requested to maximize aboriginal employment, subcontracting and on-the-job training opportunities, and involve local, regional and Aboriginal citizens and businesses, in carrying out the work under this project. The benefits that apply to this procurement are contained in: Chapter 26, of the Tlicho Land Claims and Self-Government Agreement, clauses 26.3, 26.3.1 (a).

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

SI12 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 4) 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 4.

If you accept fill out and sign Appendix 4

** 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.*

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

SI13 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>

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

<https://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> 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:

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

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

<https://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>

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

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>

SUPPLEMENTARY CONDITIONS (SC)

SC01 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.

SC02 WORKPLACE HEALTH AND SAFETY - for Work in the Northwest Territories

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 project work area, 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 project work area, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
 - 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

- Contractor(s); or
1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

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

2) SUBMITTALS

2.1 The Contractor shall provide to Canada:

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

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

3) LABOUR AUTHORITY CONTACT:

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

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

NORTHWEST TERRITORIES

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

Telephone: (867) 669-4418
Facsimile: (867) 873-0262

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

SC03 ABORIGINAL OPPORTUNITIES CONSIDERATION (AOC)

ABORIGINAL OPPORTUNITIES CONSIDERATION (AOC)

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

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

Contractor Selection

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

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

ABORIGINAL OPPORTUNITIES CONSIDERATION (AOC) The area of the contract is within the Mōwhì Gogha Dè Nīītāèè area, as defined in the Tlicho Land Claims and Self-Government Agreement, and proximate to Yellowknife and Akaitcho Dene First Nation.	Total available points
<p>Aboriginal Labour Recruitment: Bidder included a firm guarantee (see Appendix 5 - Certifications) to use Aboriginal labour from the area of the contract (see 3.0 above) in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are prime contractor staff and/or subcontractor staff.</p> <p>0 - 25% - of total labour hours 0 - 5 points 26 - 50% - of total labour hours 6 - 10 points 51 - 75% - of total labour hours 11 - 15 points 76 - 100% - of total labour hours 16 - 20 points</p>	20
<p>Sub-contractors/Suppliers : Bidder included a firm guarantee (see Appendix 5 - Certifications) to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from the area of the contract (see 3.0 above) associated with the project. Ranges are based on expenditures for equipment associated, supplies and/or services as a percentage of the total estimated cost for the contract, not the number of businesses used.</p> <p>0 - 25% - of Aboriginal supplier/Sub-contracting costs 0 - 5 points 26 - 50% - of Aboriginal supplier/Sub-contracting costs 6 - 10 points 51 - 75% - of Aboriginal supplier/Sub-contracting costs 11 - 15 points 76 - 100% - of Aboriginal supplier/Sub-contracting costs 16 - 20 points</p> <p>Note: If the Prime Contractor is an Aboriginal owned business from the area of the contract (see 3.0 above), the total dollar value of the Aboriginal contracting shall also include the contractor's share of the contract.</p>	20
TOTAL POINTS AVAILABLE =	40
TOTAL POINTS AWARDED =	
WEIGHTED % REDUCTION (Total Points Awarded / Total Points Available) x 10 =	

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

For purposes of interpretation:

**Aboriginal Sub-Contractor/Business is defined, for audit purposes, as a corporation, partnership, proprietorship and/or joint venture; where controlling interest of the Aboriginal Business is established by a status Aboriginal, a group of status Aboriginals, and/or an Aboriginal Business/Corporation.

"deliveries to" means "goods delivered to, and services performed in".

Evaluation and Assessment - Submission Requirements

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

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

Treatment of Representations and Warranties

The Bidder acknowledges that:

- a) the Minister relies upon the "Aboriginal Representations" to evaluate bids; and
- b) the "Aboriginal Representations" shall become covenants under any contract(s) resulting from this solicitation.

CONTRACT DOCUMENTS (CD)

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

GC1	General Provisions – Construction Services	R2810D	(2015-02-25);
GC2	Administration of the Contract	R2820D	(2015-02-25);
GC3	Execution and Control of the Work	R2830D	(2015-02-25);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2015-02-25);
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	R2880D	(2015-02-25);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
	Supplementary Conditions		
 - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Description: Diamond Core Drilling,
Giant Mine Site
Yellowknife, NT

Solicitation Number: EW702-152338

Project Number: R.014204.330

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____

PBN: _____ Email: _____

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 (thirty) 30 days following the date of solicitation closing.

BA05 ACCEPTANCE AND CONTRACT

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

BA06 CONSTRUCTION TIME

The Contractor shall perform and complete the Work within (seven) 7 weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 - COMBINED PRICE FORM (1 page)

- 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(s)

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.

Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
01 31 19-2	Monthly Progress Meetings	Each	1		
01 31 19-2	Weekly Progress Reports	Each	4		
02 02 00-1	Drilling - Overburden	Lineal Metres	45		
02 02 00-2	Drilling and Coring of Boreholes	Lineal Metres	205		
02 02 00-3	Standby Time - Drilling Equipment	Hour	50		
TOTAL EXTENDED AMOUNT (TEA) Excluding applicable tax(s)					

TOTAL BID AMOUNT (LSA +TEA) Excluding applicable tax(s)

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

APPENDIX 3 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

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

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

APPENDIX 4 – 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 : _____

APPENDIX 6 – ABORIGINAL EMPLOYMENT INCENTIVE AND PENALTY EVALUATION

Aboriginal Employment Incentive and Penalty Conditions

1. Under the provisions of the proposed contract, where the contractor meets the Aboriginal employment target and meets the Aboriginal Sub-contractor/Supplier target specified and guaranteed in his bid, the contractor will be paid the agreed contract price.
- 2a. In the event the contractor does not meet the guaranteed number of Aboriginal employee hours working on the project and fails to demonstrate they have made diligent efforts to fulfill their Aboriginal employment targets, an amount of up to 5% of the Contract Value may be deducted from the hold back provisions as liquidated damages and reallocated to AANDC.
- 2b. In the event the contractor does not meet the guaranteed percentage of Aboriginal Sub-contractors/Suppliers, and fails to demonstrate they have made diligent efforts to fulfill their Aboriginal sub-contractors/Suppliers targets, an amount of up to 5% of the Contract Value may be deducted from the hold back provisions as liquidated damages and reallocated to AANDC.
- 3a. In the event the contractor hires additional onsite Aboriginal resources above the established employment targets that were guaranteed in the bid, which results in Aboriginal employment benefits, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 5% of the Contract Value that may be paid to the contractor at the end of the project.
- 3b. In the event the contractor exceeds the percentage of Aboriginal Sub-contractors/Suppliers targets that were guaranteed in the bid, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 5% of the Contract Value that may be paid to the contractor at the end of the project.
4. Contractors who exceed the guaranteed AOC target under one criteria but fall short on the other may be evaluated for a penalty and a bonus. The Aboriginal Incentive and Penalty Conditions as specified above in 2a, 2b, 3a and 3b will be assessed based on the formulas identified herein.
5. For the purposes of the incentive and penalty calculation the contract value shall include all amendments to the original award amount unless identified as being excluded from the AOC calculation at the time of change order negotiation.
6. Range of percentages to be applied to the contract values of tendered work packages for purposes of calculation of AOC Incentive/Penalty:

Table 6:

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

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

*For the purposes of the incentive and penalty calculation the contract value shall include all amendments to the original award amount unless identified as being excluded from the AOC calculation at the time of change order negotiation.

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

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

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

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

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

ANNEX A – TERMS OF REFERENCE

See attached PDF document

Solicitation No. - N° de l'invitation
EW702-152338/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
gmp003

Client Ref. No. - N° de réf. du client
EW702-1152338

File No. - N° du dossier
GMP-4-37112

CCC No./N° CCC - FMS No/ N° VM

ANNEX C - CERTIFICATE OF INSURANCE (Not required at solicitation closing)

See attached PDF document

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Diamond Core Drilling at Giant Mine Site Yellowknife, NT	Contract No. EW702-152338
	Project No. R.014204.330

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

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
Commercial General Liability Umbrella/Excess Liability				\$	\$	\$
Automobile Liability Insurance				\$		
Environmental Impairment Liability Insurance (Type 2 : Contractor's Pollution Liability)				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$

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

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

Telephone number

Signature _____

Date D / M / Y

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.

NOTE to CO; Delete the insurance types and their instructions (blue font) that are not required.

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.

Automobile Liability Insurance

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 endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractor's Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$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 Contractor's Pollution Liability policy must include the following:
 - A. Additional Insured: Canada, represented by Public Works and Government Service Canada, is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract.
 - B. Notice of Cancellation: The Insurer must provide the Contracting Authority thirty (30) days advance 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. (Contracting officers must insert the applicable options below and renumber accordingly.)
 - F. 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.