



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

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
Northern Contaminated Site Program
ATB Place North Tower
10025 Jasper Avenue
Edmonton
Alberta
T5J 1S6

Title - Sujet Keith Bay DEW Line Site Remediation	
Solicitation No. - N° de l'invitation EW699-160639/B	Date 2015-12-17
Client Reference No. - N° de référence du client pwgsc EW699-160639	GETS Ref. No. - N° de réf. de SEAG PW-\$NCS-012-10655
File No. - N° de dossier NCS-5-38082 (012)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-01-27	
Time Zone Fuseau horaire Central Standard Time CST	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sarna (NCS), Crystal	Buyer Id - Id de l'acheteur ncs012
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 TOWER 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

**Dew Line Site Remediation CAM – E (Keith Bay), Nunavut
Project # R.064013.001**

INVITATION TO TENDER

IMPORTANT NOTICE TO BIDDERS

TWO-ENVELOPE BID

This Bid shall be submitted following a “two-envelope” procedure. Refer to SI06 of the Special Instructions 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 SI13.

INTEGRITY PROVISIONS - BID

Important changes have been made to the Integrity Provisions - Bid as of July 3rd 2015. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

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R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2015-07-03)

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

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

GI01	Integrity Provisions - Bid
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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

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

SI02 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

As applicable, pursuant to GI01 of the Declaration of Convicted Offences, paragraph 10 (copied below) of the General Instructions R2710T, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

Declaration of Convicted Offences

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed [Declaration Form](#), to be given further consideration in the procurement process.

SI03 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 (2015-07-03)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Specifications;
 - f. Bid and Acceptance Form and related Appendix(s); and
 - g. Any amendment issued prior to solicitation closing.

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

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

SI04 SITE VISIT

A preliminary site visit was held on August 19, 2015 at the CAM-E (Keith Bay) DEW Line Site in Nunavut. Video footage of the site visit is available upon request by contacting the contracting authority via email at crystal.sarna@pwgsc.gc.ca. Requests for video footage must be made no later than five (5) calendar days prior to the date set for solicitation closing.

SI05 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.

SI06 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure in which the Bidder submits the Qualifications Form and any required associated document(s) in envelope 1 and the Bid and Acceptance Form and any required associated document(s) in a envelope 2. Both envelopes shall be enclosed and sealed together in a third envelope, the bid envelope. All envelopes are to be provided by the Bidder.
2. The bid envelope shall be addressed and submitted to the office designated on the Front Page "Invitation to Tender" for the receipt of the bids. The bid must be received on or before the date and time set for solicitation closing. Prior to submitting the bid, the Bidder shall ensure that the following information is clearly printed or typed on the face of the bid envelope:
 - a. Solicitation Number;
 - b. Name of Bidder;
 - c. Return address; and
 - d. Closing Date and Time.
3. The Qualifications Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 1 - QUALIFICATIONS;
 - b. Solicitation Number; and
 - c. Name of Bidder.
 - d. Canada requests that bidders provide their bid in separately bound sections as follows:
 - Section I:** Technical Bid (4 hard copies, which includes 1 original and 3 copies);
 - Section II:** Management and Organizational Bid (4 hard copies, which includes 1 original and 3 copies);
 - Section III:** Inuit Opportunities Consideration (4 hard copies, which includes 1 original and 3 copies);
4. The Bid and Acceptance Form, and any required associated document(s), shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:
 - a. ENVELOPE 2 - PRICE;
 - b. Solicitation Number; and
 - c. Name of Bidder.
5. Timely and correct delivery of bids is the sole responsibility of the Bidder.
6. Canada requests that bidders follow the format instructions described below in the preparation of their bid:
 - (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
 - (b) use a numbering system that corresponds to the bid solicitation.In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:
 - 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
 - 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

SI07 REVISION OF BID

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

SI08 OPENING OF BIDS / EVALUATION

There will be no public opening at bid closing time.

SI09 COMPLETION OF SUBMISSION

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

SI10 DEBRIEFINGS

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

SI11 BID VALIDITY PERIOD

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

SI12 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one paper copy of the sealed and signed drawings, the specifications and the amendments upon acceptance of the offer. Additional copies, up to a maximum 3 (three), will be provided free of charge upon request by the Contractor. Obtaining more copies shall be the responsibility of the Contractor including costs.

SI13 PUBLIC WORKS AND GOVERNMENT SERVICES 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.*

SI14 MANDATORY HEALTH AND SAFETY - for Work in Northwest Territories & Nunavut

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

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

SI15 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 <http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

PWGSC, Industrial Security Services <Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY RELATED REQUIREMENTS, DOCUMENTS SAFEGUARDING

There is no security requirement applicable to this Contract.

SC02 WORKPLACE HEALTH AND SAFETY

1. EMPLOYER/PRINCIPAL CONTRACTOR

1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:

- 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
- 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
- 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
 - 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

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

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

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

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

3. LABOUR AUTHORITY CONTACT:

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

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

NUNAVUT

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

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

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

SC03 INSURANCE TERMS

- 1) Insurance Contracts
 - (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. 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.

SC04 NUNAVUT LAND CLAIMS AGREEMENT

The requirements of the **Nunavut Land Claims Agreement (NLCA)** apply to this procurement.

Bidders are requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit citizens and businesses, in carrying out the work under this project. Refer to the "Inuit Opportunities and Considerations (IOC)" in *Appendix 5 – Qualifications* and *Appendix 6 – Inuit Opportunities Consideration Reporting and Penalty/Incentive Conditions* which will form part of the resulting contract.

EVALUATION CRITERIA

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of Nunavut Land Claim Agreements. <http://nlca.tunngavik.com/>

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

- (a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area;
- (b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or

(c) the undertaking of commitments, under the contract, with respect to on-the- job training or skills development for Inuit.

INUIT FIRM

"Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is

- (a) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,
- (b) a cooperative controlled by Inuit, or
- (c) an Inuk sole proprietorship or partnership;

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1.

For more information, please contact:

Nunavut Tunngavik Incorporated

Rankin Inlet	
P.O. Box 280	888-236-5400 (toll free)
Rankin Inlet, NU	867-645-5400 (local phone)
X0C 0G0	867-645-3451 (local fax)

SC05 PAYMENT FOR DESIGN CHANGES AND REVISIONS

- 1) Payment for any additional or reduced *Design Services* authorized by *Canada* prior to their performance, and for which a basis of payment has not been established at the time of execution of the *Contract*, shall be in an amount or amounts to be mutually agreed upon from time to time, subject to the Terms of Payment and the approval of *Canada*.
- 2) Where it is not possible, or appropriate, to agree upon a fixed price fee prior to the performance of the additional or reduced *Design Services*, payment shall be made on the basis of a time based fee as follows:
 - (a) The *Designer's* principals and executives, and other personnel approved in that capacity by *Canada* shall be paid at the hourly rates provided for in Appendix 1.
 - (b) The *Designer's* staff approved by *Canada* shall be paid at the hourly rate specified in Appendix 1.
 - (c) The normal working hours per day for *Designer's* principals, executives and the employees, shall be deemed to be seven and a half (7.5) hours of any day during which they are actually engaged in the performance of the *Design Services*.
 - (d) Travel time during normal working hours, that is related to the Project and authorized by *Canada*, shall be chargeable as time worked.
 - (e) The maximum amount(s) that applies (apply) to the *Design Services* to be carried out at time rates shall be as specified in the change request notice issued by *Canada*, which amount(s) shall not be exceeded without the prior authorization of *Canada*.
- 3) Subject to paragraph 5 below and prior to the performance of additional or reduced *Design Services* on the basis of a time based fee, the *Contractor* shall comply with any request made by *Canada* regarding persons to be employed by its *Designer* or its *Designer's subconsultants* to provide the additional or reduced *Design Services*. In addition, *Canada* shall determine, based on industry practice and input from the *Contractor*, hourly rates for any of those persons for whom the relevant information does not appear in the Price Bid Form.
- 4) The *Contractor* shall, on request, submit to *Canada* for approval, the names, addresses, qualifications, experience and proposed roles of all persons, including principals, to be employed by its *Designer* to provide the *Design Services* for the Project and, on request, submit any subsequent changes to *Canada* for approval.
- 5) Payment for additional *Design Services* not identified at the time of execution of the *Contract* shall be made only to the extent that
 - (a) the additional *Design Services* are *Services* that are not included in stated *Design Services* in the *Contract*,
 - (b) the additional *Design Services* are required for reasons beyond the control of the *Contractor*, and

(c) any fee adjustment for *Design Services* resulting from an adjustment in the Construction Cost Estimate arising from the additional *Services* is not commensurate with the additional *Services* performed.

6) Disbursements

The following costs shall be included in the bid Price required to deliver the *Work* and shall not be reimbursed separately;

- (a) Standard office expenses such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the *Contractor's* main office and branch offices or between the *Contractor's* offices and other team members offices;
- (b) Travel time;
- (c) Travel expenses; and
- (d) Local project office.
- (e) Deliverables identified in Design-Build Services and Specifications.

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	R2810D	(2015-07-09);
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	R2882D	(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		
 - a. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - g. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Dew Line Site Remediation CAM – E (Keith Bay), Nunavut
Project # R.064013.001

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 (one hundred and twenty) 120 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 one hundred and ninety six [196] weeks from the date of notification of acceptance of the offer.

BA07 BID SECURITY

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

BA08 SIGNATURE

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

Signature

Date

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 GST/HST

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(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
1	01 29 83-1 Packaging, Handling and Transport of Departmental Representative's Samples to an Analytical Laboratory in Edmonton or Yellowknife	kg	200	\$ _____	\$ _____
2	01 31 19-4 Inter-Season Meetings at Location of Contractor's choice	each	4	\$ _____	\$ _____
3	01 31 19-5 Community Meetings - Kugaaruk, NU	each	5	\$ _____	\$ _____
4	01 35 32-2 Wildlife Monitors, including ATVs	day	270	\$ _____	\$ _____
5	01 54 00-2 Operation and Maintenance of Camp Services	week	40	\$ _____	\$ _____
6	01 54 00-3 Departmental Representative and Authorized Personnel Room and Board	person-day	810	\$ _____	\$ _____
7	01 54 00-4 Casual Meals - Departmental Representative's Authorized Personnel	meals	50	\$ _____	\$ _____
8	01 54 00-5 Return Air Transportation from Kugaaruk, NU to CAM-E for Departmental Representative's Authorized Personnel	person-return trips	54	\$ _____	\$ _____
9	02 51 00-1 Borehole Drilling	meter drilled	25	\$ _____	\$ _____
10	02 51 00-2 Monitoring Well Installation	number installed	10	\$ _____	\$ _____
11	02 51 00-3 Thermistor Installation	number installed	5	\$ _____	\$ _____
12	02 51 00-4 Survey Control Monument Installation	number installed	2	\$ _____	\$ _____
13	02 55 13-1 Tier I and Type A PHC Contaminated Soil Excavation	cubic meter	1300	\$ _____	\$ _____
14	02 55 13-2 Type B PHC Contaminated Soil Excavation	cubic meter	1900	\$ _____	\$ _____
15	02 55 13-3 Tier II Contaminated Soil Excavation	cubic meter	3700	\$ _____	\$ _____

	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
16	02 61 00-1	Treatment of Type B PHC Contaminated Soil	cubic meter	1900	\$ _____	\$ _____
17	02 61 33-1	Supply of Hazardous Waste Containers	cubic meter	6	\$ _____	\$ _____
18	31 22 15-1	Non-Hazardous Waste Landfill Berm/Cover Construction	cubic meter	5500	\$ _____	\$ _____
19	31 22 15-2	Tier II Landfill Berm/Bedding/Cover Construction	cubic meter	39000	\$ _____	\$ _____
20	31 22 15-3	Soil Treatment Cell Berm/Bedding Construction	cubic meter	5300	\$ _____	\$ _____
21	31 22 15-4	Tier II Landfill Key Trench Excavation	cubic meter	800	\$ _____	\$ _____
22	31 22 15-5	Trench Excavation for Liner Installation – Tier II Landfill	cubic meter	50	\$ _____	\$ _____
23	31 22 15-6	Trench Excavation for Liner Installation – Soil Treatment Cell	cubic meter	40	\$ _____	\$ _____
24	31 22 15-7	Regrading of Class C Buried Debris Areas and Concrete Foundation Pads	cubic meter	1600	\$ _____	\$ _____
25	31 22 15-8	Intermediate Fill – NHW Landfill - (Tier I and/or Type A PHC contaminated soil shall be used as intermediate fill where available. This Item covers any additional Type 3 intermediate granular fill requirements, <u>if required.</u>)	cubic meter	50	\$ _____	\$ _____
26	31 22 15-9	Intermediate Fill – Tier II Landfill - (Type 3 intermediate granular fill only required in conditions of highly organic or wet Tier II contaminated soil.)	cubic meter	2700	\$ _____	\$ _____
27	31 23 11-1	Excavation of Buried Debris Areas	cubic meter	3200	\$ _____	\$ _____
28	31 32 19.01-2	Installation of Non-Woven Geotextile	square meter	43000	\$ _____	\$ _____
29	31 32 19.02-2	Installation of Oil Resistant RPE Geomembrane	square meter	4200	\$ _____	\$ _____
30	31 32 19.03-2	Installation of Textured HDPE Geomembrane	square meter	17000	\$ _____	\$ _____
TOTAL EXTENDED AMOUNT (TEA)						
Excluding applicable tax(es)						

ADDITIONAL PERSONNEL AND/OR EQUIPMENT

Should Canada determine that, based on scope or schedule changes, additional personnel or equipment are required, Canada will have the right to request that the Bidder provide such additional Personnel or equipment for the performance of the Work or any part or parts thereof. To be incorporated via Change Order.

a. For additional personnel requested by Canada, the Bidder will be reimbursed in accordance with the firm hourly rates (including payroll costs, overhead and profit) quoted for the identified categories of personnel or in accordance with the rates which have been negotiated and mutually agreed to between Canada and the Bidder for personnel that were not pre-identified below.

b. The unit price for equipment is to include all ownership, operating and supervisory costs including costs for the equipment operator, lubricants, labour, and parts necessary to maintain the equipment.

Firm Unit/Lump Sum Prices				
Description	Unit	Estimated Quantity	Unit Price	Total
Labour				
Superintendent	hours	300	\$ _____	\$ _____
Mechanic	hours	300	\$ _____	\$ _____
Labourers	hours	2100	\$ _____	\$ _____
Foreman	hours	600	\$ _____	\$ _____
Journeyman	hours	600	\$ _____	\$ _____
Wildlife Monitors	hours	600	\$ _____	\$ _____
Site Clerk / Medic	hours	300	\$ _____	\$ _____
Medic	hours	300	\$ _____	\$ _____
HAZMAT Specialist	hours	300	\$ _____	\$ _____
Health and Safety Specialist	hours	300	\$ _____	\$ _____
Surveyor	hours	200	\$ _____	\$ _____
Equipment (c/w operator)				
All Terrain Vehicle c/w trailer	hours	1,200	\$ _____	\$ _____
Service Pick Up Trucks	hours	900	\$ _____	\$ _____
Tracked Excavator	hours	300	\$ _____	\$ _____
Rock Truck	hours	900	\$ _____	\$ _____
Bulldozer	hours	300	\$ _____	\$ _____
Hydraulic Wheel Loader	hours	300	\$ _____	\$ _____

Smooth Drum Compactor	hours	300	\$ _____	\$ _____
Water Truck	hours	300	\$ _____	\$ _____
Incinerator	hours	300	\$ _____	\$ _____
Skid Steer Loader	hours	100	\$ _____	\$ _____
Barrel Shredder / Crusher	hours	100	\$ _____	\$ _____
Camp Trailer	days	30	\$ _____	\$ _____
TOTAL ESTIMATED (TEA) Excluding GST/HST				\$ _____

*The unit price for equipment is to include all ownership, operating and supervisory costs including costs for the equipment operator, lubricants, labour, and parts necessary to maintain the equipment.

Proposed Basis of Pricing Summary of Estimated Pricing	
Total – LUMP SUM AMOUNT (LSA)	\$ _____
Total – UNIT PRICE TABLE (TEA)	\$ _____
Total – ADDITIONAL PERSONNEL AND/OR EQUIPMENT (TEA)	\$ _____
TOTAL BID AMOUNT (LSA + TEA + TEA) Excluding GST/HST	
	\$ _____

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:

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 5 - QUALIFICATION FORM

EVALUATION PROCEDURES AND BASIS OF SELECTION

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and Specifications as described in Annex "A", and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach, in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

TECHNICAL PROPOSAL

1.1	Supply Operation and Maintenance of Camp Facilities	30
	Provided a description, location and conceptual layout of camp facility	5
	Provided capacity at the camp(s), number of personnel, working hours, crew rotations, and flights.	5
	Provided source(s) of domestic water and proposed treatment process if needed during operating season and during start-up/shutdown. Included estimated daily consumption and total volume of water needed from each source.	5
	Demonstrated understanding and compliance with applicable regulatory requirements as it relates to this task	5
	Outlined provisions for the Departmental Representatives at the camp	5
	Outlined risks and provided mitigation measures associated with this task.	5
1.2	Non Hazardous Waste Landfill (NHWL)	30
	Provided details on the construction of the on-site NHWL landfill and the use of hydrocarbon impacted soil as intermediate fill.	20
	Included identification of potential problems and mitigative measures	10
1.3	Tier II (T2) Landfill	60
	Provided details on the construction of the on-site T2 landfill and the use of hydrocarbon impacted soil as intermediate fill.	30
	Provided construction methodology to allow for easier resizing of the T2 Landfill to accommodate varying volumes of Tier II soil.	20
	Included identification of potential problems and mitigative measures	10
1.4	Contaminated Soil	20
	Provided details regarding how the contaminated soils will be excavated	10
	Included identification of potential problems and mitigative measures	10

1.5	Hazardous Waste	20
	Provided details on how hazardous materials will be collected, stored and transported for disposal	5
	Identified the disposal location and provided a letter from the facility confirming their acceptance of the proposed waste stream.	10
	Included identification of potential problems and mitigative measures.	5
1.6	Borrow	20
	Provided details on how borrow sources will be developed, managed, optimized during construction activities and closed for the project	15
	Included identification of potential problems and mitigative measures.	5
1.7	Schedule	100
	Prepared a schedule of activities which will illustrate the duration of each of the major tasks. Each task is broken down into sufficient sub tasks so that the project progress can be easily monitored by the Departmental Representative	20
	Identify the critical path of activities within the schedule and what "float" (or time allotted for potential additional work/ change orders) is included within the duration of the specified activities.	20
	Provided guaranteed milestones for each season(s). Provided assurance that the proposed Milestones will be met and the understanding that time required in addition to the proposed schedule is at the contractor's cost.	40
	Provided mitigation measures to minimize the impact of weather and difficult site conditions on the proposed schedule	10
	Included identification of potential problems and mitigative measures.	10
1.8	Clear Concise and Complete Proposal	10
	Provided a clear, concise and complete proposal that is well organized. All criteria were addressed in the order outlined in the RFP and in sufficient depth so as to indicate a clear understanding of the requirements and services to be provided.	10
1.9	Project Understanding	10
	Demonstrated overall environmental stewardship and understanding of the unique nature of the project, scope of the work, relative to, but not limited to the constraints of working in a remote northern location with potentially limited support and access. Clearly identified the key logistical and environmental challenges associated with the proposed work with limited access.	10
Minimum Points for Technical Proposal Pass		180
TOTAL POINTS AVAILABLE FOR TECHNICAL PROPOSAL		300

2.1	Mobilization & Demobilization	100
	Identified and described sea, air and/or overland transportation to and from the site	40
	Identified back-up plan if proposed plan has limitations, with decision framework for when back-up plan would be implemented.	20
	Provided a list of equipment and supplies to be brought to the site, supported by photos, condition and age/hours of heavy equipment.	20
	Outlined risks and provided mitigation measures associated with this task.	20
Minimum Points for Mobilization Demobilization Pass		60
TOTAL POINTS AVAILABLE FOR MOBILIZATION & DEMOBILIZATION PROPOSAL		100

Section II: Management and Organization Criteria

In their managerial and organization bid, bidders must describe their capability and experience, the project management team and provide client contact(s).

This section should clearly demonstrate that you have the capacity to manage the project effectively and efficiently. Your bid should contain information in sufficient detail to outline the qualifications of your Team as described in Annex “A”, relative to, remediation activities in northern or remote locations. Include details of your proposed organization and work force including back-up resources for the project, your Project Team history relative to the area related to the project, and your provisions for controlling costs and conformance to the scope of Work.

MANAGEMENT AND ORGANIZATION

3.1	Company/Joint Venture/ Consortium Qualifications and Experience	20
	<p>Provided details on the qualifications on the company/joint venture/consortium, historical background demonstrating experience specifically related to similar scope of work activities at remote northern locations. Included details of company’s Health and Safety Management System and/or Certificate of Recognition or equivalent.</p>	20
3.2	Client References	20
	<p>Provided evidence of up to three (3) similar remediation projects successfully undertaken by the company which included key members of the proposed project team. Clearly identified the project team, their roles, the project objectives, scope of services, budget, completion date and deliverables.</p> <p>As well, provided client letters of reference for each of the projects identified. Provided reference letters that are signed and dated by the Client. The signature dates were within the tender period of this project.</p> <ol style="list-style-type: none"> 1. Extent to which bidder delivered services on time 2. Extent to which bidder delivered services on budget 3. Extent to which bidder met objective of the project <p>Points are awarded to bidder for degree of overall achievement in each of the 3 sub-categories, and are not awarded on a project-by-project basis.</p>	20
3.3	<p>Qualifications and Key Individuals Provided resumes (up to 2 pages in length) for the following positions. Resumes included, experience on similar projects, experience working in remote Northern environments and experience in the proposed project role.</p> <p>Back-up personnel are personnel assigned to the project if the identified personnel are not available due to illness, change in employment, etc. Cross-shift personnel are personnel who will regularly replace the identified personnel for shift changes during the site work.</p>	100
	<p><u>Project Manager</u> - Demonstrated experience managing remediation projects similar in scale and scope to the proposed project. - Experience included financial and schedule control, liaison with client.</p>	20

	<u>Project Manager back-up</u> - Demonstrated experience managing remediation projects similar in scale and scope to the proposed project. - Experience included financial and schedule control, liaison with client.	10
	<u>Site Superintendent</u> - Demonstrated experience managing personnel in a remote camp setting. - Experience included site superintendent experience on remediation projects similar in scope to the proposed project.	20
	<u>Site Superintendent cross-shift</u> - Demonstrated experience managing personnel in a remote camp setting. - Experience included site superintendent experience on remediation projects similar in scope to the proposed project.	20
	<u>Onsite Health & Safety Coordinator</u> - Demonstrated experience working in remote areas on remediation projects similar in scope to the proposed project. - Experienced in developing and implementing site specific health and safety programs for remediation projects	10
	<u>Offsite Health & Safety Coordinator</u> - Demonstrated experience working in remote areas on remediation projects similar in scope to the proposed project. - Experienced in developing and implementing site specific health and safety programs for remediation projects	10
	<u>Hazardous Waste Specialist</u> - Demonstrated field experience on remediation projects similar in scope to the proposed project. - Experience included the identification, sampling, characterization, containerization and transportation and disposal of hazardous materials.	10
3.4	Organization Chart Submitted a detailed Organization Chart of the Project Team showing AANDC, PWGSC, Departmental Representative, Contractor's Staff, Sub-Contractors.	10
	<ul style="list-style-type: none"> • Included all of the resource elements including Contractor personnel and subcontractors. • Identified who will be responsible for overall control and for the provisions for controlling costs and conformance to the Statement of Work. • Clearly identified lines of communication for all parties. 	10
Minimum Points for Management and Organization Proposal Pass		90
TOTAL POINTS AVAILABLE FOR MANAGEMENT AND ORGANIZATION PROPOSAL		150

Section III: Inuit Opportunities Consideration (IOC) Criteria

The bidder should clearly demonstrate that it has the capacity to and will maximize Inuit employment, sub-contracting and on-the-job training opportunities and involve Inuit citizens and businesses in carrying out the work under this project.

Bidders should provide the information requested in the chart below. Bidders have an opportunity to achieve additional points to be used in the evaluation of their proposals. This is in accordance with the Nunavut Land Claim Agreements (NLCA) and AANDC’s mandate to support and provide opportunities to the local Inuit communities under Federal government contracts within a land claims area.

INUIT OPPORTUNITIES CONSIDERATION (IOC)

3.1	Training	30
	Bidder will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit people from the impacted area of the contract at no additional cost under this project. “Training and Apprenticeship”: is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.	30
3.2	Inuit Labour Plan	10
	Bidder provided a written plan of consultations, measures and proposed procedures to be taken to deliver on the Inuit Employment commitments made in the bid. Identified how percentages would be achieved by listing on-site positions that will be staffed by Inuit employees.	10
3.3	Inuit Labour Content	50
	<p>Bidder included a firm guarantee to use Inuit employment in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless whether they are Prime Contractor staff and/or Sub-contractor staff. Percentages should be supported by list of specific positions that may or will be staffed by Inuit personnel. Inuit employment will be confirmed during remediation activities based on supporting documentation provided by the Contractor and review of Departmental Representative statistics records on Inuit Labour on site.</p> <p>0 - 49% - of total labour hours 0 points 50 - 59% - of total labour hours 13 – 20 points 60 - 84% - of total labour hours 21 – 45 points 85 - 100% - of total labour hours 45 – 50 points</p> <div style="background-color: #e6f2ff; padding: 5px;"> <p><u>Guarantee of Inuit Employee Content:</u> Total Estimated Person Hours For This Project: _____ Total Estimated Inuit Person Hours For This Project: _____</p> <p><u>Total No. Of Inuit Person Hours For This Project</u> = _____ % Total No. Of Person Hours For This Project</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p> </div>	50
3.4	Inuit Sub-Contractor Content	50

	<p>Bidder Included a firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from the impacted area of the contract 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 remediation contract not the number of businesses used.</p> <p>0 - 39% - 0 – 15 points 40 - 59% - 16 – 24 points 60 - 79% - 25 – 34 points Greater than 80% 35 – 50 points</p> <p>Note: if the Prime Contractor is an Inuit owned business, the total dollar value of the Inuit contracting shall also include the contractor's share of the remediation contract</p> <p><u>Guarantee of Inuit Sub-Contracting / Supplier Costs:</u> Bidders complete this section if a guarantee is being provided.</p> <p>Total Estimated Value of Procured Goods or Services For This Project: _____ Total Estimated Value of Inuit Procured Goods or Services For This Project: _____</p> <p><u>Total Est. Cost for Supplies/Materials/Equipment/Services</u> <u>from Inuit companies For This Project</u> = _____ % Total Value of Contract</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p> <p>Note: The Inuit Content for Contracting is calculated by dividing the total dollar value Inuit contracting content by the total dollar value of the contract for the time period specified. If the Prime Contractor is an Inuit firm, the total dollar value of Inuit contracting shall also include the Prime Contractor's share of the contract, which is the total dollar value of the contract minus the dollar value of all non Inuit subcontracts for the time period specified.</p>	50
3.5	Nunavut Offices	10
	Having head offices, staffed administrative offices or other facilities in the Nunavut Settlement Area.	10
TOTAL POINTS AVAILABLE INUIT OPPORTUNITIES CONSIDERATION		150

Total Overall Technical Points	700
1) Technical Criteria	300
2) Mobilization and Demobilization Criteria	100
3) Management and Organization Criteria	150
4) AOC Criteria	150

Evaluation Table

PWGSC Evaluation Board members will individually evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion using the generic evaluation table below.

Rating Scales and Categories																
Categories	Maximum Score	5	10	15	20	25	30	35	40	45	50	55	60	90	130	
Q u a l i f i e d	Excellent	Exceptional. Should ensure extremely effective performance.	5	9-10	14-15	18-20	23-25	27-30	32-35	36-40	41-45	45-60	50-55	54-60	81-90	117-130
	Very Good	Above average and more than adequate for effective performance.	4	8	12-13	16-17	20-22	24-26	28-31	32-35	36-40	40-44	44-49	48-53	72-80	104-116
	Good	Average and should be adequate for effective performance.		7	11	14-15	18-19	21-23	25-27	28-31	32-35	35-39	39-43	42-47	63-71	91-103
	Fair	Just acceptable and should meet minimum performance requirements.	3	6	9-10	12-13	15-17	18-20	21-24	24-27	27-31	30-34	33-38	36-41	54-62	78-90
U n q u a l i f i e d	Unsatisfactory	Unacceptable. Insufficient for performance requirements.	0-2	0-5	0-8	0-11	0-14	0-17	0-20	0-23	0-26	0-29	0-32	0-35	0-53	0-77

Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criterion Technical, Management and Organization criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
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** (including Technical, Management and Organizational, Inuit Opportunities Consideration) and **40 % for the price**.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of technical points obtained / maximum number of technical points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

Inuit Employment Incentive and Penalty Conditions

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

Note:

“FINAL CONTRACT VALUE” :For the purposes of the incentive and penalty calculation the final 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.

**INUIT EMPLOYMENT INCENTIVE AND PENALTY
CHECKLIST**

CONTRACTOR: _____

STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of On-site Inuit Labour Person Hours		
2	Percentage of Inuit Sub-Contracting/Supplier costs		
3	*Final Contract Value	\$	
4	<p>Certified Onsite Inuit employment target met, exceeded or fell short?</p> <p>Met - No applicable penalty or bonus.</p> <p>Exceeded - Contractor may be eligible to request an incentive bonus of up to 2% of the final contract value, that may be paid to the contractor at the end of the project;</p> <p>Proceed to Table 1A</p> <p>Shortfall - Contractor may be penalized up to 2% of the final contract value</p> <p>Proceed to Table 2A</p>		
5	<p>Certified INUIT Sub-contracting/Supplier target met, exceeded or fell short?</p> <p>Met - No applicable penalty or bonus.</p> <p>Exceeded - Contractor may be eligible to request an incentive bonus of up to 2% of the final contract value that may be paid to the contractor at the end of the project;</p> <p>Proceed to Table 1B</p> <p>Shortfall - Contractor may be penalized up to 2% of the final contract value</p> <p>Proceed to Table 2B</p>		
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 INUIT
LABOUR INCENTIVE BONUS**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED ONSITE INUIT LABOUR:</p> <p>Note: Inuit participation for training that has been accounted and paid for within and external to the contract shall be considered ineligible for the incentive process and will be excluded as such. Calculate the percentage increase of Onsite Inuit labour for the project based on the following:</p> <p>% Increase = $\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}\%}$</p> <p>0 - 33% of total onsite labour hours 0 - 19 points 34 - 66 % of total onsite labor hours 20 - 39 points 67 - 100 % of total onsite labour hours 40 - 60 points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to increase the onsite Inuit labour targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the employment targets. 14-27 points - Contractor demonstrated moderate effort while attempting to increase the Inuit targets. 28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit targets.</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	RECOMMENDED INUIT LABOUR INCENTIVE BONUS (final contract value) x 2% x (total assessed score/100)	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Lead: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

**TABLE 1B - ASSESSMENT OF INUIT
SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>INCREASED INUIT SUB-CONTRACTING/SUPPLIER TARGET:</p> <p>Calculate the percentage increase of Inuit Sub-Contracting/Supplier costs for the project based on the following:</p> <p>% Increase = $\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed\%}}$</p> <p>0 - 33% of total Sub-Contracting/Supplier Costs 0 - 19 points 34 - 66 % of total Sub-Contracting/Supplier Costs 20 - 39 points 67 - 100 % of total Sub-Contracting/Supplier Costs 40 - 60 points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's 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> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the employment targets. 14-27 points - Contractor demonstrated moderate effort while attempting to increase the Inuit targets. 28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit targets</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>RECOMMENDED INUIT SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS (final contract value) x 2% x (total assessed score/100)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

**TABLE 2A - ASSESSMENT OF ONSITE INUIT
LABOUR PENALTY**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of target achieved for Onsite Inuit content based on the following formula, where:</p> <p>Target percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \%$</p> <p>51% - 100% = 30 - 60 points</p> <p>Notes: Target percentage of 50% or less receives zero points</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Onsite Inuit employment targets.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the employment targets. 14-27 points - Contractor demonstrated moderate effort while attempting to increase the Inuit targets. 28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit targets</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (2%)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Lead: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

**TABLE 2B - ASSESSMENT OF INUIT
SUB-CONTRACTING/SUPPLIER PENALTY**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p>Calculate the percentage of target achieved for Inuit content based on the following formula, where: Target percentage = $\frac{\text{Achieved}}{\text{Proposed}} = \text{_____} \%$ 51% - 100% = 30 - 60 points</p> <p>Note: Target percentage of 50% or less receives zero points.</p>	60	
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit sub-contracting / supplier targets.</p> <p>Points awarded for contractor due diligence based on the following scale: 0-13 points - Contractor demonstrated little to no effort and made no attempt to meet the employment targets. 14-27 points - Contractor demonstrated moderate effort while attempting to increase the Inuit targets. 28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit targets</p>	40	
3	TOTAL ASSESSED SCORE	100	
4	<p>TOTAL CALCULATED PENALTY: (100 - total assessed score)% x (Final contract value) x (2%)</p>	\$	
5	COMMENTS/JUSTIFICATIONS:		
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Lead: _____</p> <p>Contracting Officer (PWGSC): _____</p>		

ANNEX A – SPECIFICATIONS AND DRAWINGS

Refer to attached PDF documents.

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

Refer to attached PDF entitled "Certificate of Insurance"

CERTIFICATE OF INSURANCE



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Dew Line Site Remediation CAM-E (Keith Bay), Nunavut	Contract No. EW699-160639/B
	Project No. R.064013.001

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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				\$	\$	\$
Environmental Impairment Liability "Pollution Legal Liability - Fixed Site Coverage" "Contractors Pollution Liability" "Storage Tank Third Party Liability" "Contractors Professional Liability"				\$		Aggregate \$
Medical Malpractice insurance				\$		
Aviation Liability Insurance						
Aircraft Charter Insurance						
Marine Liability Insurance						
Automobile Liability Insurance				\$		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.

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.

This Policy should be extended to include food poisoning.

Environmental Impairment Liability

- 1- The Contractor must obtain "Pollution Legal Liability - Fixed Site Coverage", "Contractor Pollution Liability", "Storage tank Third Party Liability" and "Contractors Professional Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$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 Pollution Liability' and "Storage tank Third Party Liability" policy must include the following:
 - a- Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b- Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c- Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d- Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e- Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f- Asbestos, Lead and Mould Abatement: The policy must extend coverage to activities related to the removal and disposal of asbestos containing materials, Lead and Mould Abatement services.
 - g- Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - h- 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

Medical Malpractice Liability insurance

1. The Contractor must obtain Medical Malpractice Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of the defence costs.
2. Coverage is for what is standard in a Medical Malpractice policy and must be for claims arising out of the rendering or failure to render medical services resulting in injury, mental injury, illness, disease or death of any person caused by any negligent act, error or omission committed by the Contractor in or about the conduct of the Contractor's professional occupation or business of good samaritan acts.
3. 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.
4. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Aviation Liability Insurance

1. The Contractor must obtain Aviation Liability Insurance for Bodily Injury (including passenger Bodily Injury) and Property Damage, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Aviation Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Employees and, where applicable, Volunteers must be included as Additional Insured.
 - f. Aviation Passenger Liability and inclusive Medical Payments: If sub-limits are applicable to Contractor's policy conforming to international carriage agreements or otherwise, such sub-limits must in any event be, not less than, \$300,000 per person. The per accident limit should be no less than \$300,000 multiplied by the number of passengers.
 - g. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - h. Employers Liability (unless we have confirmation that all employees are covered by Worker's compensation WSIB or similar program)
 - i. Hangarkeeper's Liability: To cover loss of and/or damage to aircraft on the ground in the care, custody or control of the Contractor.
 - j. Products and Completed Operations: To cover liability arising from the sale and service of aviation products, assembly and repair activities, in connection with the Work performed by or on behalf of the Contractor.

- k. Airport Tenants' Legal Liability Broad Form: To protect the Contractor for liabilities arising from its occupancy of leased airport premises.
- l. Non-owned Aircraft Liability: To protect the Contractor for liabilities arising from its use of aircraft owned by other parties including Canada.
- m. Control Tower Liability: To cover for all liabilities arising from the ownership and/or operations of air traffic control towers
- n. Permission to Transport Hazardous Goods. The Insured must also obtain all the applicable provincial or federal permission to transport hazardous material in addition to this endorsement.
- o. 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:

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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.

Aircraft Charter Insurance

1. The Contractor must not provide a domestic or international aircraft charter service to Canada unless, for every incident related to the Contractor's operation of that service, it has:
 - a. liability insurance covering risks of injury to or death of passengers in an amount that is not less than the amount determined by multiplying \$300,000 by the number of passenger seats on board the aircraft engaged in the service, or in accordance with the applicable regulations, whichever is greater;
 - b. in addition to passenger liability limits in (a) above, insurance covering risks of public liability in an amount that is not less than:
 - i. \$1,000,000, where the maximum permissible take-off weight of the aircraft less than 3,402 kg (7,500 pounds);
 - ii. \$2,000,000, where the maximum permissible take-off weight of the aircraft is between 3,402 kg (7,500 pounds) and 8,165kg (18,000 pounds); and,
 - iii. \$2,000,000 plus an amount determined by multiplying \$68 by the number of kilograms by which the maximum permissible take-off weight of the aircraft exceeds 8,165 kg (18,000 pounds), where the maximum permissible take-off weight of the aircraft is over 8,165 kg.
2. The insurance coverage required by subsection 1.(a) does not need to extend to any passenger who is an employee of the Contractor if workers' compensation legislation governing a claim for damages against that Contractor by the employee is applicable.
3. The Contractor's insurance must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - c. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the contract, extend to assumed liabilities with respect to contractual obligations.
 - e. 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.

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234 Wellington Street, East Tower
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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.

Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the *Marine Liability Act*, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by _____ (*insert department*) and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. 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.

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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.