



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

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

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Garden River Remediation	
<b>Solicitation No. - N° de l'invitation</b> EW699-171528/A	<b>Date</b> 2016-12-15
<b>Client Reference No. - N° de référence du client</b> PARKS EW699-171528	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$NCS-003-10933	
<b>File No. - N° de dossier</b> NCS-6-39181 (003)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-01-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bilous, Isabelle	<b>Buyer Id - Id de l'acheteur</b> ncs003
<b>Telephone No. - N° de téléphone</b> (780) 782-8714 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE, NORTH TOWER 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

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

## INVITATION TO TENDER

### IMPORTANT NOTICE TO BIDDERS

#### THREE-ENVELOPE BID

This Bid shall be submitted following a “three-envelope” procedure. Refer to SI05 of the Special Instructions to Bidders.

#### SUPPORT THE USE OF APPRENTICES

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. Refer to SI13.

#### INTEGRITY PROVISIONS - BID

Changes have been made to the Integrity Provisions - Bid as of 2016-04-04. See GI01, Integrity Provision-Bid of R2710T of the General Instructions for more information.

#### LISTING of SUBCONTRACTORS

As per GI07 of R2710T you should provide using Annex C at Bid closing a list of Subcontractors that have 20% or more of the tendered price value.

#### PWGSC UPDATE ON ASBESTOS USE

Effective April 1, 2016, all Public Works and Government Services Canada (PWGSC) contracts for new construction and major rehabilitation will prohibit the use of asbestos-containing materials. Further information can be found at <http://www.tpsgc-pwgsc.gc.ca/comm/vedette-features/2016-04-19-00-eng.html>

#### ADDITION OF PERFORMANCE EVALUATION-CONTRACT

Take note of the additional paragraph to be included in clause R2810D identified in SC03.

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### R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2016-04-04)

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>

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## **SPECIAL INSTRUCTIONS TO BIDDERS (SI)**

### **SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC), on behalf of Parks Canada Agency (PCA), intends to retain a Contractor to provide construction services for the project as set out in this Request for Proposal (RFP), detailed in Annex "E" - Specification and Drawings. The work will include the excavation of household wastes from a former landfill ("Old Dump") in the community of Garden River, AB. The waste will be transferred to a new landfill cell that shall be constructed. The new landfill cell will be equipped with a composite lining and leachate management system and encapsulated following receipt of the Old Dump waste materials to significantly reduce the rate of water infiltration and generation of leachate. In addition, the new landfill cell will require wildlife fencing to restrict access to the landfill.
2. Bidders responding to this RFP are requested to submit a full and complete quotation; refer to SI05 'Submission of Bid'.

### **SI02 BID DOCUMENTS**

1. The following are the bid documents:
  - a. Request for Proposal - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2016-04-04)
  - 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 BIDDERS' CONFERENCE**

An optional bidders' conference teleconference will be held via WEBEX on Thursday, January 12, 2017. The teleconference will begin at 10:00 AM MST. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid participate.

Bidders are requested to communicate with the Contracting Authority at [isabelle.bilous@pwgsc-tpsgc.gc.ca](mailto:isabelle.bilous@pwgsc-tpsgc.gc.ca) before the teleconference to register and get participation and access details. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be participating and a list of issues they wish to table no later than January 11, 2017, 14:00 MST.

An amendment to the bid solicitation will be posted, including a copy of the Bidders' Conference Attendance Register (containing company names only), as well as any clarifications or changes to the bid solicitation resulting from the bidders' conference. Bidders who do not attend will not be precluded from submitting a bid.

## **SI05 SUBMISSION OF BID**

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "three-envelope" procedure all envelopes shall be enclosed and sealed together in a fourth 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. 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 (3 hard copies, which includes 1 original and 2 copies);**  
**Section II: Management and Organizational Bid (3 hard copies, which includes 1 original and 2 copies); and**  
**Section III: Aboriginal Opportunities Consideration (3 hard copies, which includes 1 original and 2 copies).**
4. The Bid and Acceptance Form (BA) 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. Bid Security is to be submitted in separate envelope and labeled accordingly.
  - a. ENVELOPE 3 – BID SECURITY
  - b. Solicitation Number; and
  - c. Name of Bidder.
6. Timely and correct delivery of bids is the sole responsibility of the Bidder.
7. 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.

#### **SI06 REVISION OF BID**

A bid may be revised by letter or facsimile in accordance with GI10 of R2710T. The facsimile number for receipt of revisions is (780) 497-3510.

#### **SI07 OPENING OF BIDS / EVALUATION**

1. There will be no public opening at bid deposit time.
2. Envelope 1 - Qualifications - will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a points rated basis. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid. Envelope 2 will be returned unopened to the bidder.
3. Envelope 2 - Price: Only those envelopes from Bidders that meet the mandatory requirements of the Qualifications shall be opened. Envelope 2 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
4. Envelope 3 – Bid Security - Bid Security, if applicable, is to be submitted in separate envelope and labeled accordingly. Envelope 3 submittals will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
5. Bid results may be obtained from the Contracting Officer named on the cover page of the Invitation to tender following completed evaluation.

#### **SI08 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.

#### **SI09 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).

#### **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 fifteen (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 SI11 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 SI11 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 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. 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. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: [www.cra-arc.gc.ca](http://www.cra-arc.gc.ca). Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications (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 WEB SITES**

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

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

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

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

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

Labour and Material Payment Bond (form 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>

Declaration Form

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

## **SI15 WCB AND SAFETY PROGRAM**

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
  - 1.1 a Workers Compensation Board Premium Rate Statement - Alberta, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers Compensation Board 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.

## **SUPPLEMENTARY CONDITIONS (SC)**

### **SC01 INDUSTRIAL SECURITY RELATED REQUIREMENTS, DOCUMENTS SAFEGUARDING**

There is no security requirement applicable to this Contract.

### **SC02 INSURANCE TERMS**

#### **1. Insurance Contracts**

- a. The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- b. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

#### **2. Period of Insurance**

- a. The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- b. The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

#### **3. Proof of Insurance**

- a. Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- b. Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

#### **4. Insurance Proceeds**

- a. 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**

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

### **SC03 PERFORMANCE EVALUATION-CONTRACT**

R2810D General Condition is modified to include the following GC1.22.

1. Contractors shall take note that the performance of the Contractor during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria:
  - a. quality of workmanship
  - b. time
  - c. project management
  - d. contract management
  - e. health and safety
2. A weighting factor of 20 points will be assigned to each of the five criteria as follows:
  - a. unacceptable: 0 to 5 points
  - b. not satisfactory: 6 to 10 points
  - c. satisfactory: 11 to 16 points
  - d. superior: 17 to 20 points
3. The consequences resulting from the performance evaluation are as follows:
  - a. For an overall rating of 85% or higher, a congratulation letter is sent to the Contractor.

- b. For an overall rating of between 51% and 84%, a standard, meets expectations letter, is sent to the Contractor.
- c. For an overall rating of between 30% and 50%, a warning letter is sent to the Contractor indicating that if, within the next two (2) years, they receive 50% or less on another evaluation, the firm may be suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
- d. For an overall rating of less than 30%, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.
- e. For a rating of 5 points or less on any one criterion, a suspension letter is sent to the Contractor indicating that the firm is suspended from any new PWGSC solicitations for construction services, architectural and engineering services or facility maintenance services, of real property projects, for a period of one year.

The form PWGSC-TPSGC 2913, Select - Contractor Performance Evaluation Report (CPERF), is used to record the performance.

#### **SC04 INTERPRETATION**

R2810D General Condition GC1.1.2 Terminology is modified to include the following,

“Architectural and Engineering Services”:

means services to provide a range of investigation and recommendation reports, planning, design, preparation, or supervision of the construction, repair, renovation or restoration of a work and includes contract administration services, for real property projects.

“Construction Services”:

means construction, repair, renovation or restoration of any work except a vessel and includes; the supply and erection of a prefabricated structure; dredging; demolition; environmental services related to a real property; or, the hire of equipment to be used in or incidentally to the execution of any construction services referred to above.

“Facility Maintenance Services”:

means services related to activities normally associated with the maintenance of a facility and keeping spaces, structures and infrastructure in proper operating condition in a routine, scheduled, or anticipated fashion to prevent failure and/or degradation including inspection, testing, servicing, classification as to serviceability, repairs, rebuilding and reclamation, as well as cleaning, waste removal, snow removal, lawn care, replacement of flooring, lighting or plumbing fixtures, painting and other minor works.

#### **SC05 Workplace Safety and Health**

##### **1. EMPLOYER/PRIME CONTRACTOR**

1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Alberta, 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 accept the role of Prime 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 accept, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
  - 1.1.3.2 accept that Canada's other Contractor is Prime 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.

**ALBERTA North**

Alberta Human Resources and Employment  
Workplace Health and Safety  
10th Floor, 7th Street Plaza  
10030-107 Street  
Edmonton, Alberta, T5J 3E4

Telephone: 1(866) 415-8690  
Email: All submissions are to be scanned and  
emailed to [whs@gov.ab.ca](mailto:whs@gov.ab.ca)

**SC06 Hazardous Waste Disposal**

The Contractor must dispose of any hazardous waste removed or uncovered in the performance of the Work in accordance with any applicable law.

**SC07 Replacement of Specific Individuals**

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination for default.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must have similar qualifications of the individual named in the proposal and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The

fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

### **SC08 Administration of Lands**

Please note that for a portion of the duration of the contract, the Province of Alberta may act as an intermediary in a transfer of administration of the lands from Parks Canada Agency to Indigenous and Northern Affairs Canada. However for the purposes of this contract, Public Works and Government Services Canada (PWGSC) will continue be considered and treated as the contracting and technical authority responsible for the contract and all enquiries and concerns are to continue to be addressed to PWGSC until further notice.

## 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	(2016-04-04);
GC2 Administration of the Contract	R2820D	(2016-01-28);
GC3 Execution and Control of the Work	R2830D	(2015-02-25);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2850D	(2016-01-28);
GC6 Delays and Changes in the Work	R2860D	(2016-01-28);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2880D	(2016-01-28);
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);
  - e. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
  - f. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and 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**

Title: Remediation of the Garden River Old Dump Site, Wood Buffalo National Park, AB  
Project Number: R.081602.001

**BA02 BUSINESS NAME AND ADDRESS OF BIDDER**

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

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

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

E-Mail address: \_\_\_\_\_

**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 by November 1, 2017.

**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 (4 pages)**

- 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.

<b>TOTAL LUMP SUM AMOUNT (LSA)</b> Excluding applicable taxe(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 taxe(s) extra (PU)	Extended amount (EQ x PU) applicable taxe(s) extra
<b>1. Cell A Base Preparation</b>						
1.1	31 12 10-1	Place and Compact Soil for Cell A Perimeter Berm	m <sup>3</sup>	1,220	\$ _____/m <sup>3</sup>	\$ _____
1.2	31 12 10-2	Proof-Rolling and Fine Grading Cell A	m <sup>2</sup>	6,960	\$ _____/m <sup>2</sup>	\$ _____
1.3	31 12 10-3	Cell A Base Liner and Final Cover Anchor Trench	m	305	\$ _____/m	\$ _____
1.4	31 12 10-4	Supply and Place 300 mm thick Clear Stone Drainage Layer in Base of Cell A	m <sup>2</sup>	5,646	\$ _____/m <sup>2</sup>	\$ _____
<b>2. Cell A Final Cover</b>						
2.1	31 12 10-7	Supply and Place 200 mm Thick Grading Layer Over Waste in Cell A	m <sup>2</sup>	5,664	\$ _____/m <sup>2</sup>	\$ _____
2.2	31 12 10-8	Supply and Place 200 mm Thick Gas Venting Layer Over Grading Layer in Cell A	m <sup>2</sup>	5,664	\$ _____/m <sup>2</sup>	\$ _____
2.3	31 12 10-9	Supply and Place 150 mm Thick Clear Stone Drainage Layer for Cell A Final Cover	m <sup>2</sup>	6,067	\$ _____/m <sup>2</sup>	\$ _____
2.4	31 12 10-10	Supply and Place 500 mm Thick Topsoil Layer for Cell A Final Cover	m <sup>2</sup>	6,067	\$ _____/m <sup>2</sup>	\$ _____
2.5	31 12 10-11	Seed Cell A Final Cover	m <sup>2</sup>	7,073	\$ _____/m <sup>2</sup>	\$ _____
<b>3. Old Dump Restoration</b>						
3.1	31 12 10-13	Supply and place backfill in Remediated Excavation at Old Dump	m <sup>3</sup>	10,000	\$ _____/m <sup>3</sup>	\$ _____

3.2	31 12 10-14	Supply and Place 150 mm Thick Topsoil Layer to Backfilled Remedial Excavation at Old Dump	m <sup>2</sup>	5,655	\$_____/m <sup>2</sup>	\$_____
3.3	31 12 10-15	Seed Topsoil at Old Dump	m <sup>2</sup>	5,655	\$_____/m <sup>2</sup>	\$_____
<b>4. Cell A Surface Water Management</b>						
4.1	31 12 10-16	Excavate Surface Water Drainage Ditches	Lin. m	564	\$_____/Lin. m	\$_____
4.2	31 12 10-17	Proof-Roll and Fine Grade Surface Water Drainage Ditches	m <sup>2</sup>	2,820	\$_____/m <sup>2</sup>	\$_____
4.3	31 12 10-18	Supply and Place Erosion Control Blanket in Surface Water Drainage Ditches	m <sup>2</sup>	5,060	\$_____/m <sup>2</sup>	\$_____
4.4	31 12 10-19	Seed Surface Water Drainage Ditches	m <sup>2</sup>	2,820	\$_____/m <sup>2</sup>	\$_____
<b>5. Cell A Access Road</b>						
5.1	31 12 10-17	Proof-Roll Subgrade for Cell A Access Road	m <sup>2</sup>	1,015	\$_____/m <sup>2</sup>	\$_____
5.2	31 12 10-18	Supply and Place 300 mm Thick 100mm Minus Granular Sub-base for Cell A Access Road	m <sup>2</sup>	1,015	\$_____/m <sup>2</sup>	\$_____
5.3	31 12 10-19	Supply and Place 50 mm Thick 19mm Minus Granular Base for Cell A Access Road	m <sup>2</sup>	1,015	\$_____/m <sup>2</sup>	\$_____
<b>6. Cell A Fencing</b>						
6.1	31 12 10-22	Supply and Install Fencing Around Cell A	Lin. m	400	\$_____/Lin. m	\$_____
<b>7. Removal of Waste from Old Dump</b>						
7.3	31 12 15-3	Excavate Waste from Old Dump and Satellites and Haul and Place in Cell A	m <sup>3</sup>	10,000	\$_____/m <sup>3</sup>	\$_____
7.4	31 12 15-4	Dispose of Hazardous Wastes at Licensed Off-Site Facility	Tonnes	100	\$_____/tonne	\$_____
<b>8. Geosynthetic Clay Liner</b>						
8.2	31 32 19.01-2	Supply and Place GCL for Cell A Base Liner	m <sup>2</sup>	6,218	\$_____/m <sup>2</sup>	\$_____
<b>9. HDPE and LLDPE Geomembrane</b>						
9.2	31 32 19.02-2	Supply and Place HDPE Geomembrane for Cell A Base Liner	m <sup>2</sup>	6,218	\$_____/m <sup>2</sup>	\$_____
9.3	31 32 19.02-3	Supply and Place LLDPE Geomembrane for Cell A Final Cover	m <sup>2</sup>	6,158	\$_____/m <sup>2</sup>	\$_____
<b>10. Geotextiles</b>						
10.2	31 32 19.03-2	Supply and Place 16 oz Geotextile Cushion for Cell A Base Liner	m <sup>2</sup>	6,218	\$_____/m <sup>2</sup>	\$_____

10.3	31 32 19.03-3	Supply and Place 16 oz Geotextile Cushion for Cell A Final Cover	m <sup>2</sup>	6,158	\$_____/m <sup>2</sup>	\$_____
10.4	31 32 19.03-4	Supply and Place 12 oz Geotextile Separator for Cell A Final Cover	m <sup>2</sup>	6,067	\$_____/m <sup>2</sup>	\$_____
10.5	31 32 19.03-5	Supply and Place Woven Geotextile for Cell A Access Road	m <sup>2</sup>	1,015	\$_____/m <sup>2</sup>	\$_____
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable taxe(s)						\$_____

<b>TOTAL BID AMOUNT (LSA +TEA)</b> Excluding applicable taxe(s)	\$_____
--------------------------------------------------------------------	---------

**APPENDIX 1A – COST BREAKDOWN TABLE**

The table below is for information purposes only.

Prior to contract award the assessed best value proponent will be required to complete the following table. The total evaluated price must equal the bid submission per the bid price form total submitted at the time of solicitation closing.

ITEM / SECTION	Description	Estimated Quantity	Unit	Price, applicable tax(es) extra
01 31 19-1	Pre-Construction Meeting	1	Lump Sum	\$
01 31 19-2	Project Progress Meetings	1	Lump Sum	\$
01 32 16.07	Project Master Plan and Schedule	1	Lump Sum	\$
01 33 00-1	Shop Drawings	1	Lump Sum	\$
01 33 00-3	Project Photographs	1	Lump Sum	\$
01 33 00-4	Project Documents	1	Lump Sum	\$
01 35 13.43-1	Site Layout, Equipment Decontamination Facility Design, Pollution Control Plan	1	Lump Sum	\$
01 35 13.43-2	Equipment Decontamination Facilities	1	Lump Sum	\$
01 35 13.43-3	Wastewater Storage	1	Lump Sum	\$
01 35 29.06-1	Site Specific Health and Safety Plan	1	Lump Sum	\$
01 35 43-1	Site Specific Environmental Protection Plan	1	Lump Sum	\$
01 51 00	Temporary Utilities	1	Lump Sum	\$
01 52 00-1	Temporary Accommodations and Meals	1	Lump Sum	\$
01 52 00-2	Departmental Representative's Office	1	Lump Sum	\$
01 52 00-3	Other Construction Facilities	1	Lump Sum	\$
01 53 00-1	Mob/Demob Plan	1	Lump Sum	\$
01 53 00-2	Mobilization	1	Lump Sum	\$
01 53 00-3	Demobilization	1	Lump Sum	\$
01 56 00-1	Supply of Hoarding or Temporary Fencing and Safety Signage.	1	Lump Sum	\$
01 56 00-2	Supply of Temporary Fencing Around Monitoring Wells at Cell A and Old Dump	1	Lump Sum	\$
01 71 00	Surveying	1	Lump Sum	\$
01 77 00	Final Inspection	1	Lump Sum	\$
01 78 00	As-Built Documents and Samples	1	Lump Sum	\$
31 12 10-5	Supply & Install 200 mm DR9 HDPE Perforated Leachate Collection Pipe in Base of Cell A	1	Lump Sum	\$
31 12 10-6	Supply & Install 500 mm DR9 HDPE Solid Leachate Sump/Extraction Pipe in Base of	1	Lump Sum	\$

	Cell A			
31 12 10-12	Supply and Install Passive Gas Vents for Cell A Final Cover	4	Lump Sum	\$
31 12 10-20	Supply and Install 600 mm Culvert at Road 58.	1	Item	\$
31 12 10-21	Supply and Install 450 mm Culvert at Cell A Leachate Extraction Pipe.	1	Item	\$
31 12 10-23	Supply and Install Access Gate	1	Lump Sum	\$
31 12 15-1	Excavation Work Plan	1	Lump Sum	\$
31 12 15-2	Suspect Waste Holding Area at Old Excavation Area	1	Lump Sum	\$
31 32 19.01-1	GCL Submittals and Independent Conformance Testing	1	Lump Sum	\$
31 32 19.02-1	HDPE and LLDPE Submittals and Independent Conformance Testing	1	Lump Sum	\$
31 32 19.03-1	Geotextile Submittals and Independent Conformance Testing	1	Lump Sum	\$
			Sub-total: Excluding applicable tax(es)	



### **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 : \_\_\_\_\_

Departmental Representative 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, Aboriginal opportunities consideration (optional) and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 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 section (i.e. Technical, and Management and Organization) for the technical evaluation, and
  - d. obtain the required minimum of 234 points overall for the Technical and Management & Organization evaluation criteria which are subject to point rating.The rating is performed on a scale of 390 points.
2. Bids not meeting (a) or (b) or (c) or (d) 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, Aboriginal 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.
8. The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

#### 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 "E", 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.

The following definitions apply to all evaluation criteria:

1. Similar Remediation Projects/Similar in Scale/Similar in Scope are defined as remote or semi-remote and involving the demolition of structures/remediation of soils/construction of containment facilities
2. Remote is defined as having no all-season road access connected to major centers
3. Semi-remote is defined as having little to no commercial services available, but does have road access to major centers.

**1.0 TECHNICAL PROPOSAL**

ITEM	CATEGORY	AVAILABLE POINTS
1.1	<p><b>Schedule</b></p> <p>Provide a schedule of activities that illustrate the duration of each of the major tasks. The plan should include (but not limited to) the following:</p> <ul style="list-style-type: none"> <li>• Details of each task broken down into sufficient sub tasks so project progress can be easily monitored by the Departmental Representative. Include both work activities as well as submittals.</li> <li>• The critical path of activities within the schedule and what "float" is included within the duration of the specified activities.</li> <li>• A schedule clearly demonstrating the sequence of work activities within each construction season.</li> <li>• Written assurance that the proposed schedule will be adhered to and that the time and cost associated operating expenses required to perform the known contract work in addition to the proposed schedule will be at the Contractor's cost.</li> </ul>	40
1.2	<p><b>Project Understanding</b></p> <p>The bidder should clearly demonstrate their overall environmental stewardship and their demonstrated understanding of the unique nature of the project, scope of the work, relative to, but not limited to the constraints of working in a semi-remote/remote location with potentially limited support and access, and of the key logistical regulatory and environmental challenges associated with the proposed work with limited access.</p>	10
1.3	<p><b>Health and Safety</b></p> <p>Identify the risks and hazards <b>specific to site and tasks</b> and provide details on how they would be mitigated and/or managed.</p> <p>Provide a comprehensive analysis of potential health and safety risks applicable to the work <b>that does not include generic or basic health and safety</b> concerns.</p> <p>The bidder should clearly demonstrate an understanding of the chemical, physical and environmental risks associated with this task, including plans for providing emergency medical support and evacuation.</p> <p>Provide concrete examples of either tools, procedures and preparation that will be used and established should be included in this section.</p>	25
1.4	<p><b>Equipment</b></p> <p><b>Remediation Equipment and Supplies</b></p> <p>Provide a detailed inventory of equipment and equipment sources proposed for site work including, condition and age/hours of heavy equipment. This may include but may not be limited to earth moving equipment, trucks, and vehicles etc.</p> <p>Provide details on how equipment will meet the specific site constraints, equipment redundancy, on-site equipment maintenance, spare parts inventory and dedicated repair and maintenance staff.</p> <p>Provide a detailed inventory of the remediation supplies necessary to complete the work. This may include but may not be limited to dewatering related supplies, monitoring equipment etc. Do not include health and safety supplies.</p> <p>Include identification of potential problems and mitigative measures.</p>	30

<p>1.5</p>	<p><b>Mobilization/ Demobilization and Logistical considerations</b></p> <p>Provide a mobilization plan which includes a detailed description on how all equipment, fuel, materials, waste containers, supplies and personnel proposed for use at the site will be transported <b>to and from</b> the site. The plan should include (but is not limited) to the following:</p> <ul style="list-style-type: none"> <li>• A description of air and/or overland transportation to the site including details related to anticipated aircraft type (if applicable) and confirmation that the aircraft used for the work satisfy all requirements for airworthiness and navigation in accordance with appropriate legislation and is suitable for the transport of proposed equipment.</li> <li>• A back-up plan with decision framework for when back-up plan would be implemented and if proposed plan has limitations</li> <li>• Details of fuel management, including expected volumes, types of fuel, transportation, storage and transfer.</li> <li>• A demonstrated understanding of and compliance with applicable regulatory requirements as they relate to this task.</li> <li>• A demonstrated understanding of the risks associated with this task and identified mitigation measures to address these risks.</li> </ul>	<p>20</p>
<p>1.6</p>	<p><b>Supply, Operation and Maintenance of Camp Facilities</b></p> <p>Provide a plan detailing camp operations and facilities and services to be provided. The plan should include (but is not limited) to the following:</p> <ul style="list-style-type: none"> <li>• The capacity at the camp(s), number of personnel, working hours, crew rotations, and transportation to and from site for personnel.</li> <li>• Source(s) of domestic water and proposed treatment process if needed during operating season and during startup/shutdown if applicable. Included estimated daily consumption and total volume of water needed from each source.</li> <li>• Details of wastewater management plan &amp; solid waste management plan. Include estimated daily blackwater, greywater volume estimates per day or per week.</li> <li>• Details on the communications system.</li> <li>• Details of the Wildlife Safety management plan.</li> <li>• The provisions for the Departmental Representatives at the camp.</li> <li>• A demonstrated understanding and compliance with applicable regulatory requirements.</li> <li>• A demonstrated understanding of the risks associated with this task and identified mitigation measures to address these risks</li> </ul>	<p>20</p>
<p>1.7</p>	<p><b>Geosynthetic Products</b></p> <p>Provide a detailed description of sources for the various geosynthetic products for the project, independent testing laboratories and applicable qualified installers for some of the products.</p> <p>Provide a description that demonstrates an understanding of associated testing submittals for product approval and potential problems that can be encountered that can impact project delivery of milestone activities.</p> <p>The bidder should demonstrate their understanding of potential problems with geosynthetic sourcing, delivery, storage, handling, installation and their mitigative measures.</p>	<p>15</p>
<p>1.8</p>	<p><b>Earthworks</b></p> <p>Provide details on how minor earthworks will be completed. The plan should include (but not limited to) the following:</p> <ul style="list-style-type: none"> <li>• Methodology for Cell A access road</li> <li>• A demonstrated understanding of and compliance with applicable regulatory requirements and approved management plans, as they relate to this task.</li> </ul>	<p>10</p>
<p>1.9</p>	<p><b>Borrow Source:</b></p> <p>Provide details regarding which borrow sources will be used and the estimated quantities of</p>	<p>10</p>

	<p>material to be used. This should include borrow source proximity to work site.</p> <p>Include identification of potential problems and mitigative measures.</p>	
1.10	<p><b>Landfill Cell A:</b></p> <p>Provide detail on the construction of the landfill Cell A, including the placements of liners, quality control measures during liner installation, capping, seeding, fencing in, and the containment and treatment of water.</p> <p>Provide details on how mitigative measures to complete the construction of the landfill Cell A if construction materials are delayed arriving to site.</p> <p>Include identification of potential problems and mitigative measures.</p>	30
1.11	<p><b>Excavation, Transport and Remediation of Old Dump Waste Sites:</b></p> <p>Provide details regarding how the old dump sites' waste will be excavated.</p> <p>Provide details on the containers or equipment that will be used to transport the waste from Old Dump to the landfill Cell A and how they will comply with all relevant environmental acts and regulations associated with the transportation of hazardous materials.</p> <p>Provide details on the transportation of the Old Dump waste to the landfill Cell A including interim storage, if necessary.</p> <p>Provide details regarding how the Old dump sites will be capped, seeded and fenced in.</p> <p>Provide details regarding water management during dump sites excavation. Details should include treatment and or containment methods.</p> <p>Include identification of potential problems and mitigative measures.</p>	15
1.12	<p><b>Packaging, Transport, and Disposal of Potential Hazardous Waste:</b></p> <p>The bidder should provide a Hazardous Waste Management Plan. The plan should include (but not limited to) the following:</p> <ul style="list-style-type: none"> <li>• Details regarding a suspect waste holding area.</li> <li>• Details regarding how the potential hazardous materials identified during excavation of the Old Dump waste will be handled, stored, containerized and disposed of to a licensed waste facility. Identify the disposal waste facilitie(s) that will be used for this work.</li> <li>• Details on the containers that will be used to transport the potential hazardous waste from the site to the disposal facility, how the material will be secured if necessary and how the Bidder will comply with all relevant environmental acts and regulations associated with the transportation of hazardous materials.</li> <li>• Identification of potential problems and mitigative measures if potential hazardous materials (discussed in the specifications) are identified.</li> </ul>	15
<b>PROPOSAL ORGANIZATION</b>		
1.13	<p><b>Clear, Concise and Complete Proposal</b></p> <p>Provide 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.</p>	10
<b>Total Points Available This Section (Technical Proposal)</b>		250
<b>Minimum Points Acceptable Overall This Section (Technical Proposal)</b>		60% or 150 pts
<b>Total Points Awarded This Section (Technical Proposal)</b>		

**Section II: Management and Organization Criteria**

In their managerial and organization bid, bidders should 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 "E", relative to, remediation activities in semi-remote/remote/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 specifications.

**2.0 MANAGEMENT AND ORGANIZATION PROPOSAL**

<p>2.1</p>	<p><b>Company/Joint Venture/Consortium Qualifications and Experience:</b></p> <p>Provide details on the qualifications on bidder's Company/Joint Venture/Consortium, historical background demonstrating experience specifically relating to similar scope of work activities at semi-remote/remote locations. The bidder will be evaluated on their overall qualifications and experience. Experience of sub-contractors will not be considered in this section. Proposals should include, but not be limited to the following items:</p> <ul style="list-style-type: none"> <li>• Previous experience working on remediation projects located in semi-remote/remote/ locations;</li> <li>• Description of the proposed time/cost services and explain how schedule/cost control will be applied throughout the delivery of the Project;</li> <li>• Proposed quality control methodology, explain how quality control will be applied throughout the delivery of the Project;</li> <li>• Company / Joint Venture / Consortium's Health and Safety Management System and/or Certificate of Recognition or equivalent.</li> </ul>	<p>20</p>
<p>2.2</p>	<p><b>Client References:</b></p> <p>Provide evidence of three (3) similar remediation projects successfully undertaken by the company/joint venture/consortium which included key members of the proposed project team. A "similar project" for this evaluation is generally defined as projects completed which consisted of the construction of landfill cells and decommissioning of historical waste dump sites in a semi-remote/remote location.</p> <p>Provide a client reference/letter (name, address, phone and email of client contact) for each project identified, that are signed and dated by the Bidder's client.</p> <p>The Evaluation Board may contact the references to confirm the information provided in the bid. If Canada is unable to confirm, the reference letter will not be considered.</p> <p>Letters will be evaluated based on the following criteria:</p> <ol style="list-style-type: none"> <li>1. Extent to which bidder delivered services on time;</li> <li>2. Extent to which bidder delivered services on Budget; and</li> <li>3. Extent to which bidder met objective of the project.</li> </ol> <p>Letters must be dated within the last 2 years, and projects completed within the last 7 years.</p> <p>References should include (but not limited to):</p> <ul style="list-style-type: none"> <li>- Indicate the role undertaken by key members of the proposed project team proposed for this project;</li> <li>- the project team and their roles;</li> <li>- the project objectives;</li> <li>- the scope of services;</li> <li>- budget;</li> </ul>	<p>30</p>

	<ul style="list-style-type: none"> <li>- completion date;</li> <li>- deliverables.</li> </ul> <p>Points will be 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> <p>Preference will be given to projects including the experience and performance of the key personnel to be assigned to this project regardless of their past association with the current proponent firm.</p>	
2.3	<p><b>Qualifications of Key Individuals:</b></p> <p>Provide resumes (max. 2 pages each) for the following positions. Resumes should include experience on similar projects, experience working in semi-remote/remote environments and experience in the proposed project role.</p> <p><b>A. Project Manager (max. 15 points) &amp; back-up (max. 4 points)</b></p> <ul style="list-style-type: none"> <li>• Demonstrated significant experience managing remediation projects similar in scale and scope to the proposed project.</li> <li>• Demonstrated experience in financial and schedule control, and liaison with client.</li> </ul> <p><b>B. Site Superintendent (max. 15 points) and cross-shift (max. 8 points)</b></p> <ul style="list-style-type: none"> <li>• Demonstrated experience managing personnel in a remote setting.</li> <li>• Demonstrated experience as site superintendent with experience on remediation projects similar in scope to the proposed project.</li> </ul> <p><b>C. Off-site (max. 8 points) and On-site (max. 10 points) Health &amp; Safety Coordinators</b></p> <ul style="list-style-type: none"> <li>• Demonstrated experience working in remote areas on remediation projects similar in scope to the proposed project.</li> <li>• Demonstrated experience in developing and implementing site specific health and safety programs for remediation projects.</li> </ul> <p><b>D. Non-Hazardous and Hazardous Waste Specialist (max. 10 points)</b></p> <ul style="list-style-type: none"> <li>• Demonstrated field experience on remediation projects similar in scope to the proposed project.</li> <li>• Experience included the identification, sampling, characterization, containerization and transportation and disposal of hazardous and non-hazardous materials.</li> </ul> <p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>1. Back-up personnel are personnel assigned to the project if the identified personnel are not available due to illness, change in employment, etc.</li> <li>2. Cross-shift personnel are personnel who will regularly replace the identified personnel for shift changes during the site work.</li> <li>3. One individual may fulfill more than 1 role with the exception of the Project Manager and the Site Superintendent which must be stand-alone roles.</li> </ol>	70
2.4	<p><b>Staffing Contingency Plan:</b></p> <p>The bidder should demonstrate their ability to properly staff the project including contingency plans to cover off key team members.</p>	10
2.5	<p><b>Organization Chart:</b></p> <p>The bidder should provide a detailed Organization Chart of the Project Team showing Parks Canada Agency (PCA), PWGSC, Departmental Representative, Contractor's Staff, and Sub-Contractors. The bidder will be evaluated on the overall content of chart. The chart should include (but is not limited) to the following:</p>	10

	<ul style="list-style-type: none"> <li>• Include all of the resource elements including Contractor personnel and subcontractors.</li> <li>• Identify who will be responsible for overall control and for the provisions for controlling costs and conformance to the Specifications.</li> <li>• Clearly identify lines of communication for all parties.</li> </ul>	
<b>Total Points Available This Section (Mgmt. And Organization Proposal)</b>		140
<b>Minimum Points Acceptable Overall This Section (Mgmt. And Organization Proposal)</b>		84 pts (60%)
<b>Total Points Awarded This Section (Mgmt. And Organization Proposal)</b>		

<b>Maximum Points Available for Point Rated Criteria =</b>	<b>390</b>
<b>Minimum Points Acceptable Overall for Point Rated Criteria =</b>	<b>234</b>

To be considered further, bidders must achieve a minimum pass mark for each section and an overall Technical Rating of 234 points out of 390 points available as specified above. No further consideration will be given to bidders not achieving the pass marks identified.

**Section III Aboriginal Opportunities Consideration (AOC) Criteria**

**Evaluation and Assessment of AOC Guarantee**

For a bid to be assigned points for representations made in respect of any AOC bid criteria, the bidder must provide proof with their bid to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the AOC submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their AOC documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the AOC and that untrue statements may result in the tender being declared non-responsive.

**3.0 Aboriginal Opportunities Considerations (AOC) Proposal**

ABORIGINAL OPPORTUNITIES CONSIDERATIONS (AOC) CRITERIA			
	Category	Point Value	Score
3.1	<p><b>Sub-contractors/Suppliers:</b> The use of sub-contractors or suppliers that are Aboriginal, or Aboriginal firms, in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal Sub-Contractors for services or the procurement of supplies and equipment from the Aboriginal people.</p> <p>Note: if the Prime Contractor is an Aboriginal owned business, the total dollar value of the Aboriginal contracting shall also include the contractor's share of the contract.</p> <p>If Contractor is an Aboriginal firm, the entire value of the contract, LESS any non-Aboriginal sub-contracting for both goods and services, would apply to the total of line (A) below.</p> <p>0 - 25% - of total cost                      0 - 10 points                      26 - 50% - of total cost                    11 - 20 points                      51 - 75% - of total cost                    21 - 30 points                      76 - 100% - of total cost                   31 - 40 points</p> <p><u>Guarantee of Aboriginal Sub-Contracting / Supplier Costs:</u> Bidders complete this section if a guarantee is being provided.</p> <p><u>Total Est. Cost for Supplies/Materials/Equip/Services Procured from Aboriginal companies For This Contract (A)</u>                      Total Bid Price (B)</p> <p>A/B = _____ %</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p>	/40	
Total Points Available This Section – AOC (no minimum pass/fail)		40	
Total Points Awarded This Section- AOC			

**BIDDER GUARANTEE AND CERTIFICATION**

- 1. At time of bid submission - The tables below may be used by bidders to submit their proposals.
- 2. Information provided may be subject to verification.

**TABLE 1 – Guarantee of Aboriginal Content for Sub-Contracting/Suppliers Content:**

Total Estimated Cost for Supplies/Materials, Equip And Services Procured From Aboriginal Companies for This Contract  
Total Bid Price

A/B = \_\_\_\_\_ %

<b>Name &amp; Position Title (Provide name(s) where possible)</b>	<b>Aboriginal Company</b>	<b>Non-Aboriginal Company</b>
Bidder to include the value of work to be Sub-Contracted.		

**Bidder Certification**

The Bidder must submit the following certification if a guarantee of AOC is being provided, either at time of bid submission, or prior to contract award.

<b>ABORIGINAL OPPORTUNITIES CONSIDERATIONS CERTIFICATION:</b>		
_____	_____	_____
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>The bidder certifies its AOC guarantee for contracting submitted with its bid is accurate and complete.</b>		

**EVALUATION AND RATING**

Price envelopes will remain sealed and only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC evaluation board in accordance with the following to establish technical ratings:

**A. Technical**

ITEM	Criterion	Weight Factor	Rating	Criterion Pass Mark	Weighted Rating
<b>1.0</b>	<b>Technical Bid</b>			<b>150</b>	<b>0-250</b>
1.1	Schedule	4.0	0-10	N/A	0-40
1.2	Project Understanding	1.0	0-10	N/A	0-10
1.3	Health and Safety	2.5	0-10	N/A	0-25
1.4	Remediation Equipment and Supplies	3.0	0-10	N/A	0-30
1.5	Mobilization/ Demobilization and Logistical considerations	2.0	0-10	N/A	0-20
1.6	Supply, Operation and Maintenance of Camp Facilities	2.0	0-10	N/A	0-20
1.7	Geosynthetic Products	1.5	0-10	N/A	0-15
1.8	Earthwork	1.0	0-10	N/A	0-10
1.9	Borrow Source	1.0	0-10	N/A	0-10
1.10	Landfill Cell A	3.0	0-10	N/A	0-30
1.11	Excavation, Transport and Remediation of Old Dump Waste Sites	1.5	0-10	N/A	0-15
1.12	Packaging, Transport, and Disposal of Potential Hazardous Waste	1.5	0-10	N/A	0-15
1.13	Clear, Concise and Complete Proposal	1.0	0-10	N/A	0-10
<b>2.0</b>	<b>Management and Organization Bid</b>			<b>84</b>	<b>0-140</b>
2.1	Company/Joint Venture/Consortium Qualifications and Experience	2.0	0-10	N/A	0-20
2.2	Client References	3.0	0-10	N/A	0-30
2.3	Qualifications of Key Individuals	7.0	0-10	N/A	0-70
2.4	Staffing Contingency Plan	1.0	0-10	N/A	0-10
2.5	Organization Chart	1.0	0-10	N/A	0-10

**B. Aboriginal Opportunities Consideration**

ITEM	Criterion	Weight Factor	Rating	Criterion Pass Mark	Weighted Rating
<b>3.0</b>	<b>Aboriginal Opportunities Consideration Bid</b>			<b>N/A</b>	<b>0-40</b>
3.1	Aboriginal Sub-contractors/Suppliers	-	0-40	N/A	0-40

**Generic Evaluation Table**

PWGSC Evaluation Board members will individually evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below. At the time of evaluating proposals, the PWGSC Evaluation Board may award an odd number for evaluation criterion once consensus has been reached.

<b>Non Responsive</b>	<b>Inadequate</b>	<b>Weak</b>	<b>Adequate</b>	<b>Fully Satisfactory</b>	<b>Strong</b>
<b>0 Points</b>	<b>2 Points</b>	<b>4 Points</b>	<b>6 Points</b>	<b>8 Points</b>	<b>10 Points</b>
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements	Some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the requirements
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent does not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

The table below illustrates an example where three of the five bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 390 and the lowest evaluated price is \$45,000 (45).

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

		<b>Bidder A</b>	<b>Bidder B</b>	<b>Bidder C</b>	<b>Bidder D</b>
<b>Technical Proposal Score (234 Overall Pass Mark)</b>		350/390	335/390	275/390	200/390 Non-compliant
<b>Aboriginal Opportunities Consideration Score (No Pass Mark)</b>		30/40	20/40	25/40	N/A
<b>Overall Technical Score</b>		390/430	320/430	300/430	N/A
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00	N/A
<b>Calculations</b>	<b>Technical Merit Score</b>	$390/430 \times 60 = 54.42$	$320/430 \times 60 = 51.54$	$300/430 \times 60 = 41.86$	N/A
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$	N/A
<b>Combined Rating</b>		87.15	87.54	81.86	N/A
<b>Overall Rating</b>		2 <sup>nd</sup>	1 <sup>st</sup>	3 <sup>rd</sup>	N/A

Bidder D did not achieve the minimum pass mark for the technical proposal and was not considered any further.

Bidder B was deemed the Best Overall Proposal.

## APPENDIX 6 - IDENTIFICATION OF THE PROPONENT

<b>Legal Operating name of Proponent</b>	
<b>Contact Name</b>  The contract name provided in this section will be used for all correspondence during the solicitation.	
<b>Mailing Address</b>	
<b>Telephone No.</b>	
<b>Facsimile No.</b>	
<b>E-mail Address</b>  The email address provided in this section will be used for all correspondence during the solicitation.	

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

**CERTIFICATE OF INSURANCE**

Description and Location of Work  Remediation of the Garden River Old Dump Site, Wood Buffalo National Park, AB	Contract No.
	Project No. R.081602.001

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  <i>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</i>				

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				\$	\$	\$
				\$	\$	\$
<b>Pollution Liability</b>				\$ <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.

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.

### Contractors Pollution Liability

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



### ANNEX C - LISTING OF SUBCONTRACTORS

- 1) In accordance with GI07 - Listing of Subcontractors and Suppliers of R2710T- General Instructions - Construction Services - Bid Security Requirements, the Bidder should provide a list of Subcontractors with his Bid.
- 2) The Bidder should submit the list of Subcontractors and for any portion of the Work valued at 20% or greater of the submitted Bid Price.

	Subcontractor	Division	Estimated value of work
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

## ANNEX D - ABORIGINAL OPPORTUNITIES CONSIDERATIONS REPORTING AND INCENTIVE/PENALTY CONDITIONS

### CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

1. For successful Contractor only - If an AOC guarantee is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the guarantees made as part of the AOC portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor prior to final payment.
2. Information provided may be subject to verification.
3. The AOC Certification and AOC Achievement Reports must be submitted prior to final payment with details how the Contractors met its' AOC guarantee.
4. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 1% penalty.

Return Reports to:

Contracting Authority Name: Isabelle Bilous  
Email: isabelle.bilous@pwgsc-tpsgc.gc.ca

TABLE 1 – Achievement of Aboriginal Content for Sub-Contracting/Suppliers Content:

Total Cost For Supplies/Materials, Equipment and Services Procured From Aboriginal Companies for This Contract  
Final Contract Value:

= \_\_\_\_\_ %

Company Name	Aboriginal Company	Non- Aboriginal Company
Contractor to include the value of Sub-Contracted work		

Contractor Certification

<b>ABORIGINAL OPPORTUNITIES CONSIDERATION ACHIEVEMENT CERTIFICATION:</b>		
_____	_____	_____
<b>PRINT NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.</b>		

## **ABORIGINAL INCENTIVE AND PENALTY CONDITIONS**

1. Under the provisions of the proposed contract, where the contractor meets the guarantees specified and certified in his bid, the contractor will be paid the agreed contract price.
2. If the contractor does not meet the certified percentage of Aboriginal Sub-contractors/Suppliers, and fails to fulfill their Aboriginal sub-contractors/suppliers guarantees, an amount of up to 1% of the final contract value may be deducted from the final payment or hold back provisions. (Table 1B)
3. If the contractor exceeds the percentage of Aboriginal Sub-contractors/Suppliers guarantees 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 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 1A)
4. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any penalties owing and unpaid under this section.
5. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
6. Canada reserves the right, at their sole discretion, to reduce or eliminate penalties if it can be clearly demonstrated that significant efforts were made to meet the AOC guarantee and the minimum requirements could not be met due to circumstances out of the Contractor's control.

NOTE: "FINAL CONTRACT VALUE" for the purposes of the incentive and penalty calculation the final contract value includes all amendments to the original award amount unless identified as being excluded from the AOC calculation at the time of change order or amendment negotiation.

**ABORIGINAL EMPLOYMENT INCENTIVE AND PENALTY  
CHECKLIST**

**CONTRACTOR:** \_\_\_\_\_

STEP#	FINAL STATISTICS	% PROPOSED	% ACHIEVED
1	Percentage of Aboriginal Sub-Contracting/Supplier costs		
2	Final Contract Value (no gst)	\$	
3	<p><b>Certified Aboriginal Sub-contracting/Supplier guarantee met, exceeded or fell short?</b></p> <p><b>Met</b> - No applicable penalty or bonus.</p> <p><b>Exceeded</b> - Contractor may be eligible to request an incentive bonus of up to 1% of the final contract value that may be paid to the contractor at the end of the project; <b>Proceed to Table 1A</b></p> <p><b>Shortfall</b> - Contractor may be penalized up to 1% of the final contract value <b>Proceed to Table 1B</b></p>		
4	<b>COMMENTS:</b>		

**TABLE 1A - ASSESSMENT OF ABORIGINAL  
SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS**

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>INCREASED ABORIGINAL SUB-CONTRACTING/SUPPLIER GUARANTEE:</b></p> <p>Calculate the percentage increase of Aboriginal Sub-Contracting/Supplier costs for the Contract based on the following:</p> <p>% Increase = <math>\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed}\%} * 60\%</math></p>	60	
2	<p><b>CONTRACTOR DUE DILIGENCE:</b> Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to increase sub-contracting/supplier guarantees.</p> <p><b>Points awarded for contractor due diligence based on the following scale:</b></p> <p>0-13 points - Contractor demonstrated little to no effort and made no attempt to increase the guarantees.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to increase the Aboriginal guarantees.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Aboriginal guarantees</p>	40	
3	<b>TOTAL ASSESSED SCORE</b>	100	
4	<p><b>RECOMMENDED ABORIGINAL SUB-CONTRACTING/SUPPLIER INCENTIVE BONUS</b> (final contract value) x 1% x (total assessed score/100)</p>	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative:</b> _____</p> <p><b>Project Authority:</b> _____</p> <p><b>Contracting Officer (PWGSC):</b> _____</p>		

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Buyer ID – ID de l'acheteur  
ncs003

Client Ref No. – N° de réf/ du client  
PARKS EW699-171528

File No. – N° du dossier  
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**TABLE 1B - ASSESSMENT OF ABORIGINAL  
SUB-CONTRACTING/SUPPLIER PENALTY**

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

Solicitation No. – N° de l'invitation  
EW699-171528/A

Amd. No. – N° de la modif

Buyer ID – ID de l'acheteur  
ncs003

Client Ref No. – N° de réf/ du client  
PARKS EW699-171528

File No. – N° du dossier  
NCS-6-39181

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## **ANNEX E - SPECIFICATIONS**

Refer to attached PDF documents.