



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada

Room 100

167 Lombard Ave.

Winnipeg

Manitoba

R3B 0T6

Bid Fax: (204) 983-0338

## INVITATION TO TENDER

## APPEL D'OFFRES

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

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

### Soumission aux: Travaux Publics et Services Gouvernementaux Canada

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

### Comments - Commentaires

### Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Public Works and Government Services Canada

Northern Contaminated Site Program

ATB Place North Tower

10025 Jasper Avenue

Edmonton

Alberta

T5J 1S6

<b>Title - Sujet</b> Resolution Island Remediation	
<b>Solicitation No. - N° de l'invitation</b> EW699-181727/A	<b>Date</b> 2017-12-13
<b>Client Reference No. - N° de référence du client</b> INAC EW699-181727	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$NCS-010-11273
<b>File No. - N° de dossier</b> NCS-7-40181 (010)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-01-18</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Olson (NCS), Teresa	<b>Buyer Id - Id de l'acheteur</b> ncs010
<b>Telephone No. - N° de téléphone</b> (204) 230-4558 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Nunavut - RPS/OGD Iqaluit NU X0A 0H0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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EW699-181727/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
NCS010

Client Ref. No. - N° de réf. du client  
EW699-181727/A

File No. - N° du dossier  
NCS-6-39307

CCC No./N° CCC - FMS No./N° VME

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**RETURN BIDS TO:**  
**Public Works and Government Services Canada**  
**Room 100, 167 Lombard Ave.**  
**Winnipeg, Manitoba**  
**R3B 0T6**

*Firms intending to submit bids on this project should obtain bid documents through the GETS service provider on the Government of Canada Web site at <http://buyandsell.gc.ca/procurement-data/tenders>.*

*Firms that obtain bid documents from a source other than the official site run the risk of not receiving a complete package.*

**INVITATION TO TENDER**  
**Resolution Island Remediation**  
**Resolution Island, Nunavut**

**IMPORTANT NOTICE TO BIDDERS**

**TWO-ENVELOPE BID**

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI05 of the Special Instructions to Bidders.

**PROMPT PAYMENT IN THE CONSTRUCTION INDUSTRY**

**Prompt Payment Principles**

Public Services and Procurement Canada advocates that construction-related payments should follow these three principles:

- Promptness: The department will review and process invoices promptly. If disputes arise, Public Services and Procurement Canada will pay for items not in dispute, while working to resolve the disputed amount quickly and fairly
- Transparency: The department will make construction payment information such as payment dates, company names, contract and project numbers, publicly available; likewise, contractors are expected to share this information with their lower tiers
- Shared responsibility: Payers and payees are responsible for fulfilling their contract terms including their obligations to make and receive payment, and to adhere to industry best practices.

For more information: <http://www.tpsgc-pwgsc.gc.ca/biens-property/divulgate-disclosure/psdic-ppci-eng.html>

**SUPPORT THE USE OF APPRENTICES**

The Government of Canada proposes to support the employment of apprentices in federal construction and maintenance projects. To support this initiative, a voluntary certification signaling the Bidder's commitment to hire and train apprentices is available on Appendix 4.

**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 TERMINOLOGY**

Take note of the additional paragraph included in clause R2810D identified in SC05.

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### R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2017-09-21)

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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SC01 Industrial Security Related Requirements, Document Safeguarding  
SC02 Insurance Terms  
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SC04 Interpretation  
SC05 Replacement of Specific Individuals  
SC06 Workplace Safety and Health

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**BID AND ACCEPTANCE FORM (BA)**

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BA02 Business Name and Address of Bidder  
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**ANNEX C VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT**

## **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 SI05 'Submission of Bid'.

### **SI02 BID DOCUMENTS**

1. The following are the Bid Documents:
  - a. Invitation to Tender - Page 1;
  - b. Special Instructions to Bidders;
  - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2017-04-27)
  - 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 Authority named on the Invitation to Tender - Page 1 or at e-mail address [teresa.olson@tpsgc-pwgsc.gc.ca](mailto:teresa.olson@tpsgc-pwgsc.gc.ca) 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 business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer NOT being provided.
2. To ensure consistency and quality of the information provided to Bidders, the Contracting Authority will 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 must be directed ONLY to the Contracting Authority named in paragraph 1 above. Failure to comply with this requirement may result in the bid being declared non-compliant.

### **SI04 SITE VISIT**

A preliminary site visit was held on August 13, 2015. All questions and answers asked during that time will be posted on the [buyandsell.gc.ca](http://buyandsell.gc.ca) website. Relevant pictures and video from the site visit will be presented during the bidders conference and/or have been included into this solicitation.

## **SI05 BIDDERS CONFERENCE**

A bidders' conference will be held by Web-Ex on January 4, 2018. The conference will begin at 10:00am CT. 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 attend or send a representative.

**Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance and obtain call in information by email: [teresa.olson@pwgsc.gc.ca](mailto:teresa.olson@pwgsc.gc.ca) or telephone: 204-230-4558.** Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than January 2, 2018.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

## **SI06 SUBMISSION OF BID**

Section GI09 of R2710T is replaced by the following:

1. The bid shall be submitted following a "two-envelope" procedure 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. 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;
  - c. Name of Bidder; and
  - 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 Benefits Plan (4 hard copies, which includes 1 original and 3 copies).
4. The Bid and Acceptance Form (BA), and Bid Security if applicable, 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**

Paragraphs 1 and 3 of GI10 of R2710T are replaced by the following;

A bid submitted in accordance with these instructions may be revised by physically delivering a new price envelope, provided the revision is received at the office designated for the receipt of bids on or before the date and time set for the closing of the solicitation. It shall be enclosed and sealed in an envelope with the following information clearly printed or typed on the face of the envelope:

- a. REVISED ENVELOPPE 1- QUALIFICATION and/or REVISED ENVELOPPE 2 – PRICE,
- b. Solicitation Number, and
- c. Name of Bidder

## **SI08 PHASED BID COMPLIANCE PROCESS**

### **1.0 General**

- a) Canada is conducting the Phased Bid Compliance Process described below for this requirement.
- b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PHASED BID COMPLIANCE PROCESS ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR CAR (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c) Without prejudice to its other rights, Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.



- d) The PBCP does not limit Canada's rights under General Instructions - Construction Services - Bid Security Requirements R2710T (2017-09-21) nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the NOTICE or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

## 2.0 Phase I: Financial Bid

- a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of Public Services and Procurement Canada.
- c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder who's Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance

with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

- i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

### **3.0 Phase II: Technical Bid**

- a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the

Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

- h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.0 Phase III: Final Evaluation of the Bid**

- a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II.  
Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1. Technical Evaluation**

##### **4.1.1 Mandatory Technical Criteria**

**The Phased Bid Compliance Process will apply only to mandatory technical criteria identified by the superscript (<sup>PB</sup>).**

**Mandatory technical criteria not identified by the superscript (<sup>PB</sup>) will not be subject to the Phased Bid Compliance Process.**

M1<sup>PB</sup> 1.1 - 100 points available with a 50% pass mark = minimum pass mark of 50 points.

M2<sup>PB</sup> 1.9 - 100 points available with a 50% pass mark = minimum pass mark 50 points.

M3<sup>PB</sup> 2.6 – 40 points available with a 50% pass mark = minimum pass mark of 20 points.

M4 Section 1 – Technical Proposal 600 points available with a 60% pass mark = minimum pass mark of 360 points.

M5 Section 2 – Management and Organization Proposal 270 points available with a 60% pass mark = minimum pass mark of 162 points.

#### **SI09 OPENING OF BIDS / EVALUATION**

There will be no public opening at bid deposit time.

#### **SI10 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.

## **SI11 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.

## **SI12 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.

## **SI13 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 will have the option to either accept or reject the proposed extension.
2. If the extension referred to in paragraph 1. above 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. above is not accepted in writing by all those who submitted bids then Canada will, 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.

## **SI14 CONSTRUCTION DOCUMENTS**

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

## **SI15 LIMITATION OF SUBMISSIONS**

- 1) While there is no requirement for firms to participate in this procurement in joint venture, they may elect to do so if they see fit. However, only one submission per bidder will be accepted, whether it is submitted by a firm as an individual Bidder or by that firm as part of a joint venture Bidder. If more than one submission is received from a firm acting either individually or in joint venture, all such submissions shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the firm forms part.
- 2) A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.

- 3) An arrangement whereby Canada contracts directly with a Contractor who may retain sub-contractors to perform portions of the work is not a joint venture arrangement. A sub-contractor may be proposed as part of the Contractors Team by more than one Bidder.
- 4) Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no firm acting as an individual Bidder or as part of a joint venture Bidder, shall be proposed as a member of another Bidder's Team, either as a sub-contractor or as part of another joint venture Bidder. Failure to comply with this limitation will result in all submissions so involved being rejected.
- 5) Any joint venture must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

## **SI16 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\\_eng.pdf](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf)

Labour and Material Payment Bond (form PWGSC-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>

Trade agreements

<https://buyandsell.gc.ca/policy-and-guidelines/Policy-and-Legal-Framework/Trade-Agreements>

## SI17 WCB AND SAFETY PROGRAM

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

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

## SI18 STATUS AND AVAILABILITY OF RESOURCES

In order to ensure that the team **of key personnel proposed** by the bidder is available to perform the work upon award the Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control only, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience for Canada's written approval. The Bidder must provide the Contracting Authority of the reason and evidence for the substitution and provide the name, qualifications and experience of the proposed replacement. 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.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request, provide a written confirmation, signed by the individual, of the permission given to the Bidder of his/her availability.

Failure to comply with these obligations, or failure to obtain Canada's approval for a substitution, may result in the bid being declared non-responsive or the contract terminated for default.

For greater certainty the Bidder recommended for award will be asked to confirm, within 2 business days from receipt of notification, that the team of Key Personnel proposed is available to perform the work. Subject to the above, if the personnel team proposed is not available, **for reasons deemed within the bidder's control**, the bidder will be ineligible for award. The bidder ranked second will then be recommended for award and the same process will apply.

## 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	(2017-08-17);
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	R2882D	(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);
Supplementary Conditions		
  - 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;
  - h. The Contractor's technical proposal.
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.

## **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 contract award, 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.

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

- 1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.



2. The form [PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is used to record the performance. "The form [PWGSC-TPSGC 2913](#), SELECT - Contractor Performance Evaluation Report Form, is generally used to record the performance. However, should the actions of the contractor require the initiation of a conditional amendment and/or a Termination by Default, PWGSC may proceed with a Vendor Performance Corrective Measure assessment. Additional information about Conditional Amendments and the Vendor Performance Corrective Measure Policy may be found at: <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>."

#### **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 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.
3. 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.

#### **SC06 WORKPLACE SAFETY AND HEALTH**

##### **1. EMPLOYER/PRINCIPAL CONTRACTOR**

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

- 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
- 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
- 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:
  - 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

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Buyer ID - Id de l'acheteur  
NCS010

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CCC No./N° CCC - FMS No./N° VME

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### 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

## **SC07 NUNAVUT AGREEMENT**

In this requirement, it is not mandatory for Bidders to include the Inuit Benefit Plan (IBP) as part of their proposal. This procurement is subject to the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada. Bidders are requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve local, regional and Inuit businesses, in carrying out the work under this project. The Nunavut Agreement contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Inuit Benefits Criteria, and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan.

The provisions that apply to this procurement are contained in Part 6 – Bid Criteria of Article 24 – Government Contracts of the Nunavut Agreement. <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. of the Agreement Between The Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

## **SC08 MEDIA INQUIRIES**

*R2810D - General Condition (GC) 1 - General Provisions - Construction Services GC1.2.3 Security and protection of documents and Work* is modified to include the following:

- 6. Due to the sensitive nature of the contract the Contractor will not respond directly to any media inquiry in respect of the work. The Contractor will direct all media inquiries and requests to the Departmental Representative for response.

## **SC09 ORDER OF PRECEDENCE**

*R2810D – General Condition (GC) 1 – General Provisions – Construction Services GC1.2.2.1* is modified to include the following:

- g. The Contractor's technical proposal

## **SC10      MODIFICATION OF GC6.4 DETERMINATION OF PRICE**

*GC6.4.1.4 Price Determination Prior to Undertaking Changes* is modified to include the following:

All labour and equipment rates listed under *Appendix 1 – Additional Personnel and/Or Equipment* table shall be accepted as fixed price rates under the contract for determining the price of the change in the Work.

*GC6.4.2.2(b) Price Determination Following Completion of Changes* is modified to include the following:

All labour and equipment rates listed under *Appendix 1 – Additional Personnel and/Or Equipment* table shall be accepted as fixed price rates under the contract for determining the price of the change in the Work.

## BID AND ACCEPTANCE FORM (BA)

### BA01 IDENTIFICATION

Resolution Island Remediation, Resolution Island, Nunavut

### BA02 BUSINESS NAME AND ADDRESS OF BIDDER

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

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

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

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

Industrial Security Program Organisation Number (ISP ORG#) \_\_\_\_\_  
(when required)

### 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 must not be withdrawn for a period of sixty days following the date of solicitation closing.

### BA05 ACCEPTANCE AND CONTRACT

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

### BA06 CONSTRUCTION TIME

The Contractor must perform and complete the Work within 24 months from the date of notification of acceptance of the offer. The completion date is March 31, 2020.

### BA07 BID SECURITY

The Bidder must enclose 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) The prices per unit will 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.

**A. 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>LUMP SUM AMOUNT (LSA)</b> Excluding applicable tax(es)	
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**B. 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 Analytical Laboratory Depot in Ottawa, ON	Kg	200	\$_____	\$_____
2	01 35 32-2	Wildlife Monitors, Including ATVs	Days	100	\$_____	\$_____
3	01 54 00-2	Operation and Maintenance of Camp Services	Week	15	\$_____	\$_____
4	01 54 00-3	Departmental Representative and Authorized Personnel Room and Board	Person-day	250	\$_____	\$_____
5	01 54 00-4	Casual Meals - Departmental Representative's Authorized Personnel	Each	20	\$_____	\$_____
6	01 54 00-5	Return Transportation - Contractor's Charter Base to BAF-5, Resolution Island	Person-return trip	30	\$_____	\$_____
7	02 55 13-1	Supply of Contaminated Soil Containers	Cubic metre	80	\$_____	\$_____
8	02 55 13-3	Re-Containerization and On-Site Transport of Tier I Contaminated Soil	Cubic metre placed in a container	19	\$_____	\$_____
9	02 55 13-4	Tier II Contaminated Soil Excavation - Site Areas	Cubic metre	5	\$_____	\$_____
10	02 55 13-5	Re-Containerization and On-Site Transport of Tier II Contaminated Soil	Cubic metre placed in a container	5	\$_____	\$_____

	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
11	02 55 13-7	Re-Containerization and On-Site Transport of Hazardous Contaminated Soil	Cubic metre placed in a container	2	\$_____	\$_____
12	02 55 13-8	Off-Site Transport and Disposal of Containerized Tier I and Tier II Contaminated Soil	Cubic metre	80	\$_____	\$_____
13	02 61 33-1	Supply of Hazardous Material Containers	Cubic metre	30	\$_____	\$_____
14	02 61 33-3	Off-site Disposal of Hazardous Waste at the Contractor's Designated Hazardous Waste Disposal Facility	Provisional cost sum	--	--	\$70,000.00
15	31 22 15-1	Reshaping	Square metre	5000	\$_____	\$_____
16	31 22 15-2	Type 3 Granular Fill	Cubic metre	500	\$_____	\$_____
17	31 22 15-3	Unclassified Excavation	Cubic metre	500	\$_____	\$_____
18	31 22 15-5	Supply and Installation of Steel Corrugated Culverts	Lineal metre	30	\$_____	\$_____
<b>TOTAL EXTENDED AMOUNT (TEA)</b> Excluding applicable tax(es)						\$_____

### C. POTENTIAL 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. Items and prices must be pre-approved and will be incorporated via Change Order.

- For additional personnel requested by Canada, the Bidder will be reimbursed in accordance with the firm all inclusive hourly rates (including payroll costs, overhead and profit) quoted below for the identified categories of personnel. For personnel not pre-identified below, the Contractor will be reimbursed in accordance with the rates which will be negotiated and mutually agreed to between Canada and the Bidder after Contract award.
- The unit price for equipment must be all-inclusive (to include all ownership, operating and supervisory costs including costs for the equipment operator, lubricants, labour, and parts necessary to maintain the equipment.). The Contractor will not be reimbursed for any additional costs.
- Unit rates must include all costs, both direct and indirect. Overtime, if any, will be paid out at the unit rates above.
- Estimated quantities are provided for evaluation purposes only.



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Buyer ID - Id de l'acheteur  
NCS010

Client Ref. No. - N° de réf. du client  
EW699-181727/A

File No. - N° du dossier  
NCS-6-39307

CCC No./N° CCC - FMS No./N° VME

No.	Description	Unit	Estimated Quantity	Unit Price	Extended Total
<b>P1</b>	<b>Labour</b>				
1	Superintendent	Hours	100	\$ _____	\$ _____
2	Mechanic	Hours	150	\$ _____	\$ _____
3	Labourer	Hours	150	\$ _____	\$ _____
4	Foreman	Hours	200	\$ _____	\$ _____
5	Journeyman	Hours	250	\$ _____	\$ _____
6	Wildlife Monitors c/w ATV	Hours	250	\$ _____	\$ _____
7	Site Clerk	Hours	225	\$ _____	\$ _____
8	EMT	Hours	150	\$ _____	\$ _____
9	Hazmat Specialist	Hours	150	\$ _____	\$ _____
10	Health and Safety Specialist	Hours	150	\$ _____	\$ _____
11	Surveyor	Hours	100	\$ _____	\$ _____
<b>Subtotal Labour</b>					\$ _____
<b>P2</b>	<b>Equipment (c/w operator)</b> All hourly rates for equipment are to be consistent with the latest edition of the Alberta Roadbuilders and Heavy Construction Association (ARHCA) Equipment Rental Rates Guide. A firm fixed markup is allowed for all equipment rates.				
<b>Subtotal Equipment Estimate</b>					\$200,000.00
<b>Equipment Markup</b>					_____%
<b>Total Evaluated Equipment [(\$200,000 x ____%) + \$200,000]</b>					\$ _____
<b>P3</b>	<b>Materials</b> Emergency Aircraft Flight, Materials, Supplies, Etc. A firm fixed markup is allowed for all materials.				
<b>Subtotal Materials</b>					\$40,000.00
<b>Materials Markup</b>					_____%
<b>Total Evaluated Materials [(\$40,000 x ____%) + \$40,000]</b>					\$ _____
<b>TOTAL EXTENDED POTENTIAL ADDITIONAL WORK (PAW) (P1 + P2 + P3)</b>					\$ _____

<b>TOTAL BID AMOUNT (A+B+C)</b> Excluding applicable tax(es)		\$ _____
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**D. LUMP SUM BREAKDOWN**

1. The table below is for information purposes only.
2. The Lump Sum Breakdown is not required at time of bid closing. Prior to contract award, the assessed best value bidder will be required to complete the table below.
3. The total of the tables below must equal the LUMP SUM Amount (LSA) from the Bid and Acceptance Form total submitted at the time of solicitation closing.

Further breakdown may be requested where applicable.

Item #	Description	Unit	Qty	Unit Price	Extended Total
BOPC-1	Balance of Project Costs including but not limited to: - Any variable indirect costs for Overhead and Admin - Profit - Costs for Expeditors, - CGL Insurance, - All Risk Insurance, - WCB costs, - Business Expenses, - Contractor's portion of Training Expenses, EMT, - Ancillary Equipment, - Service Vehicles, - Supervision, - Equipment repairs and parts supply & transport.	Lump Sum	1	\$ _____	\$ _____
01 11 00-1	Worker Orientation Seminar	Lump Sum	1	\$ _____	\$ _____
01 29 83-2	Contractor's Testing Requirements Including Sampling, Transportation and Analysis at an Accredited Laboratory	Lump Sum	1	\$ _____	\$ _____
01 31 19-1	Pre-Construction Meeting at Location of Contractor's Choice Including Meeting Facilities and Travel/Accommodation Costs for Contractor's Personnel	Lump Sum	1	\$ _____	\$ _____
01 31 19-2	Pre-Mobilization Site Visit Including Transportation to site for all Participants and Accommodation Costs for Contractor's Personnel	Lump Sum	1	\$ _____	\$ _____
01 31 19-3	Post-Construction Meeting at Location of Contractor's Choice Including Meeting Facilities and Travel/Accommodation Costs for Contractor's Personnel	Lump Sum	1	\$ _____	\$ _____
01 33 00-1	Project Photographs	Lump Sum	1	\$ _____	\$ _____
01 35 32-1	Site-Specific Health and Safety Plan	Lump	1	\$ _____	\$ _____

		Sum			
01 35 43-1	Environmental Protection Supplies	Lump Sum	1	\$ _____	\$ _____
01 53 00-1	Mobilization	Lump Sum	1	\$ _____	\$ _____
01 53 00-2	Demobilization	Lump Sum	1	\$ _____	\$ _____
01 54 00-1	Camp Supply and Start-Up	Lump Sum	1	\$ _____	\$ _____
01 54 00-6	Departmental Representative's Communication Links	Lump Sum	1	\$ _____	\$ _____
01 71 01-1	Survey	Lump Sum	1	\$ _____	\$ _____
01 78 00-1	Project Record Documents	Lump Sum	1	\$ _____	\$ _____
02 41 16-1	Demolition and Disposal: Furniture Dump Permeable Reactive Barrier	Lump Sum	1	\$ _____	\$ _____
02 41 16-2	Demolition and Disposal: S1/S4 Valley Permeable Reactive Barrier	Lump Sum	1	\$ _____	\$ _____
02 41 16-3	Demolition and Disposal: S1/S4 Beach Permeable Reactive Barrier	Lump Sum	1	\$ _____	\$ _____
02 41 16-4	Permanent Withdrawal From Service: Camp Tank (1x 60,000L) and Associated Piping	Lump Sum	1	\$ _____	\$ _____
02 41 16-5	Permanent Withdrawal From Service: Helipad Tank (1 x 32,000L) and Associated Piping	Lump Sum	1	\$ _____	\$ _____
02 41 16-6	Permanent Withdrawal from Service: Beach Tanks (8 x 32,000L) and Associated Piping	Lump Sum	1	\$ _____	\$ _____
02 41 23-1	Known Debris Collection and Disposal	Lump Sum	1	\$ _____	\$ _____
02 55 13-2	Tier I Contaminated Soil Excavation – Permeable Reactive Barriers	Lump Sum	1	\$ _____	\$ _____
02 55 13-6	Hazardous Contaminated Soil Excavation - Permeable Reactive Barriers	Lump Sum	1	\$ _____	\$ _____
02 61 33-2	Off-site Transport of Hazardous Waste Materials and Hazardous Soil to the Contractor's Designated Hazardous Waste Disposal Facility	Lump Sum	1	\$ _____	\$ _____
02 61 33-4	Incineration of Waste Fuel and Fuel Residual Products	Lump Sum	1	\$ _____	\$ _____
31 22 15-4	Access Road and Airstrip Upgrading and Maintenance	Lump Sum	1	\$ _____	\$ _____
31 32 22-1	Supply and Installation of GCL	Lump	1	\$ _____	\$ _____

Solicitation No. - N° de l'invitation  
EW699-181727/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
NCS010

Client Ref. No. - N° de réf. du client  
EW699-181727/A

File No. - N° du dossier  
NCS-6-39307

CCC No./N° CCC - FMS No./N° VME

		Sum			
31 32 22-2	Supply and Installation of Reinforced Geomembrane	Lump Sum	1	\$ _____	\$ _____
31 35 26-1	Furniture Dump Permeable Reactive Barrier Reconstruction	Lump Sum	1	\$ _____	\$ _____
31 35 26-2	S1/S4 Valley Permeable Reactive Barrier Installation	Lump Sum	1	\$ _____	\$ _____
31 35 26-3	S1/S4 Beach Permeable Reactive Barrier Installation	Lump Sum	1	\$ _____	\$ _____
<b>Total for Lump Sum Amount Breakdown</b> <b>This dollar amount should be equal to that which is provided in the Combined Price Form for A. LSA, Lump Sum Amount</b>					\$ _____



## APPENDIX 3 - 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			

## APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

### PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders 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 on page 2 of 2 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 on page 2 of 2.

If you accept fill out and sign page 2 of 2

*\* 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.*

### Voluntary Certification

(To be filled out and returned with bid on a voluntary basis)

(page 2 of 2)

*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:

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## 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 Benefits Plan and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

### Basis of Selection - Highest Combined Rating of Technical Merit and Price

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:
    1. Criteria 1.1: 100 points available with 50% pass mark = minimum pass mark of **50** points;
    2. Criteria 1.9: 100 points available with 50% pass mark = minimum pass mark of **50** points;
    3. Criteria 2.6: 40 points available with 50% pass mark = minimum pass mark of **20** points;
  - d. obtain the required minimum points specified for the technical evaluation:
    1. Section I: Technical proposal **600** points available with a 60% mark = minimum pass mark of **360** points
    2. Section II: Management proposal **270** points available with a 60% mark = minimum pass mark of **162** points
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 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 points obtained / maximum number of 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.

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 660 and the lowest evaluated price is \$45,000 (45).

		Bidder A	Bidder B	Bidder C	Bidder D	Bidder E
<b>Technical Proposal Score (420 Overall Pass Mark)</b>		550/600	530/600	475/600	515/600	418/600 Non-compliant
<b>Aboriginal Opportunities Consideration / Inuit Benefit Plan Score (No Pass Mark)</b>		50/60	30/60	40/60	35/60	N/A
<b>Overall Technical Score</b>		600/660	560/660	515/660	550/660	N/A
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00	\$70,000.00	N/A
<b>Calculations</b>	<b>Technical Merit Score</b>	$600/660 \times 60 = 54.55$	$560/660 \times 60 = 50.91$	$515/660 \times 60 = 46.82$	$550/660 \times 60 = 50$	N/A
	<b>Pricing Score</b>	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$	$45/70 \times 40 = 25.71$	N/A
<b>Combined Rating</b>		87.28	86.91	86.82	75.71	N/A
<b>Overall Rating</b>		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>	4 <sup>th</sup>	N/A

## TECHNICAL PROPOSAL (or BID)

### Section I: Technical Criteria

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.

Scope of Work	Criteria	Maximum Points	Pass Mark
<b>1.0</b>	<b>Technical</b>		
<b>1.1 Mobilization, Demobilization and Logistical Considerations</b>	<p>Provide a detailed description of the methodology for the transport of all equipment, fuel, materials, waste containers, supplies and personnel to and from the site. Proposals should include the following:</p> <ul style="list-style-type: none"> <li>a. A list of equipment and supplies to be brought to the site supported by photos, size, condition and age/hours of heavy equipment, and a description of the Preventive Maintenance Plan. Provide details of the methodology for mobilization and demobilization of equipment, fuel, materials, etc. to and from site. Include details of crew, equipment and resupply transportation during active remediation. <b>(55pts)</b></li> <li>b. A back-up plan for mobilization/demobilization with decision framework for when back-up plan would be implemented and if proposed plan has limitations. The back-up plan is still subject to regulatory restrictions including those defined within project specific permits. The back-up plan is included in the bid price. <b>(20 pts)</b></li> <li>c. Details of fuel management, including expected volumes, types of fuel, transportation, storage and transfer. Demonstrate knowledge of how proposed fuel management satisfies applicable legislation. <b>(10 pts)</b></li> <li>d. Demonstrate understanding of and compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures as they relate to this task. Identification of health, safety and technical risks and mitigative measures associated with this task. Health and safety risks may include chemical, physical and environmental risks. Technical risks may include but are not limited to risks related to schedule, logistics or execution. <b>(15 pts)</b></li> </ul>	<b>100 Points</b>	<b>Pass Mark 50% (or 50 pts)</b>

<b>1.2 Supply, Operations and Maintenance of Camp Facilities</b>	<p>Provide a detailed description of the supply, operation and maintenance of camp facilities and services. Proposals should include the following:</p> <ul style="list-style-type: none"> <li>a. A description, location and conceptual layout of camp facility. Include details on the capacity at the camp, number of personnel, working hours, crew rotations, and crew transportation. Provide details on the communication system, provisions for the Departmental Representatives, wildlife management plan, and camp decommissioning and shut down procedures. <b>(25 pts)</b></li> <li>b. Source(s) of domestic water and proposed treatment process if needed during operating season and during startup/shutdown. Include estimated daily consumption and total volume of water needed from each source per year of remediation. Provide details of wastewater management plan and solid waste management plan, including estimated daily blackwater, greywater volume estimates per week. <b>(10 pts)</b></li> <li>c. Demonstrated understanding of and compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures as they relate to this task. Identification of health, safety and technical risks and mitigative measures associated with this task. Health and safety risks may include chemical, physical and environmental risks. Technical risks may include but are not limited to risks related to schedule, logistics or execution. <b>(15 pts)</b></li> </ul>	<p><b>50</b></p>	<p>n/a</p>
<b>1.3 Borrow Source Management</b>	<p>Provide a detailed description of the methodology for completion of the scope of work. Proposals should include the following:</p> <ul style="list-style-type: none"> <li>a. Details of borrow source development for all borrow types and borrow locations. Identify specific borrow sources that will be developed during remediation activities. Provide a detailed methodology of the construction and decommissioning of any proposed access routes into borrow areas. Description of erosion and sediment control management during operation. Details of borrow transportation, staging and management. Details of borrow source reclamation. <b>(35 pts)</b></li> <li>b. Demonstrated understanding of and compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures as they relate to this task. Identification of health, safety and technical risks and mitigative measures associated with this task. Health and safety risks may include chemical, physical and environmental risks. Technical risks may include but are not limited to risks related to schedule, logistics or execution. <b>(15 pts)</b></li> </ul>	<p><b>50</b></p>	<p>n/a</p>

<b>1.4 Infrastructure Improvements</b>	<p>Provide a detailed description of the methodology for completion of infrastructure improvements. Proposals should include the following:</p> <ul style="list-style-type: none"> <li>a. Details on the methodology for upgrade and maintenance of the site roads (including the installation of culverts at the Old Freshwater Lake), airstrip, and barge landing area <b>(35 pts)</b></li> <li>b. Demonstrated understanding of and compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures as they relate to this task. Identification of health, safety and technical risks and mitigative measures associated with this task. Health and safety risks may include chemical, physical and environmental risks. Technical risks may include but are not limited to risks related to schedule, logistics or execution. <b>(15 pts)</b></li> </ul>	<b>50</b>	<b>n/a</b>
<b>1.5 Remediation of Contaminated Soil</b>	<p>Provide a detailed description of the methodology for completion of the scope of work. Proposals should include the following:</p> <ul style="list-style-type: none"> <li>a. Details on the methodology for remediation of contaminated soils including but not limited to Tier I, Tier II and Hazardous contaminated soil. Include methodology details for the following: <ul style="list-style-type: none"> <li>i. Remediation of contaminated soil from site areas</li> <li>ii. Remediation of contaminated soil associated with Permeable Reactive Barriers</li> <li>iii. Re-containerization of designated containerized contaminated soil <b>(45 pts)</b></li> </ul> </li> <li>b. Demonstrated understanding of and compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures as they relate to this task including but not limited to the storage and management of PCB contaminated soil. Identification of health, safety and technical risks and mitigative measures associated with this task. Health and safety risks may include chemical, physical and environmental risks. Technical risks may include but are not limited to risks related to schedule, logistics or execution. <b>(15 pts)</b></li> </ul>	<b>60</b>	<b>n/a</b>
<b>1.6 Permeable Reactive Barrier Demolition/Re-Construction</b>	<p>Provide a detailed description of the methodology for completion of the scope of work. Proposals should include the following:</p> <ul style="list-style-type: none"> <li>a. Details on the methodology for work activities at the Permeable Reactive Barriers. Include methodology details for the following: <ul style="list-style-type: none"> <li>i. Furniture Dump Permeable Reactive Barrier</li> <li>ii. S1/S4 Valley Permeable Reactive Barrier</li> <li>iii. S1/S4 Beach Permeable Reactive Barrier <b>(45 pts)</b></li> </ul> </li> <li>b. Demonstrated understanding of and compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures. Identification of health, safety and technical risks and mitigative measures associated with this task. Health and safety risks may include chemical, physical and environmental risks. Technical risks may include but are not limited to risks related to schedule, logistics or execution. <b>(15 pts)</b></li> </ul>	<b>60</b>	<b>n/a</b>

<b>1.7 Fuel Tanks and Residual Fuel</b>	<p>Provide a detailed description of the methodology for completion of the scope of work. Proposals should include the following:</p> <ul style="list-style-type: none"> <li>a. Details on the methodology for incineration of waste fuel from existing fuel tanks. <b>(20 pts)</b></li> <li>b. Details on the methodology for permanently withdrawing the existing fuel tanks from service <b>(25 pts)</b></li> <li>c. Demonstrated understanding of and compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures. Details of health, safety and technical risks and mitigative measures associated with this task. Health and safety risks may include chemical, physical and environmental risks. Technical risks may include but are not limited to risks related to schedule, logistics or execution. <b>(15 pts)</b></li> </ul>	<p><b>60</b></p>	<p>n/a</p>
<b>1.8 Consolidation, Transport and Disposal of Hazardous and Non-Hazardous Waste Material</b>	<p>Provide a detailed description of the methodology for the collection, consolidation transport and disposal of hazardous and non-hazardous waste as per the specifications. Proposals should include the following:</p> <ul style="list-style-type: none"> <li>a. Methodology details for the following: <ul style="list-style-type: none"> <li>i. Collection and separation of waste streams.</li> <li>ii. Transport</li> <li>iii. Temporary storage</li> <li>iv. Disposal</li> <li>v. Site restoration</li> </ul> <b>(45 pts)</b> </li> <li>b. Demonstrated understanding of and compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures. Details of health, safety and technical risks and mitigative measures associated with this task. Health and safety risks may include chemical, physical and environmental risks. Technical risks may include but are not limited to risks related to schedule, logistics or execution. Technical risks should include but not be limited to: <ul style="list-style-type: none"> <li>i. Discovery of additional hazardous waste material</li> <li>ii. Discovery of additional non-hazardous waste material <b>(15 pts)</b></li> </ul> </li> </ul>	<p><b>60 points</b></p>	<p>n/a</p>

<b>1.9 Schedule</b>	<ol style="list-style-type: none"> <li>1. Prepare a Gantt schedule of activities which illustrates the duration of each of the major tasks. The schedule is to meet the following criteria: <ol style="list-style-type: none"> <li>a. Each task is broken down into sufficient sub tasks so that the project progress can be easily monitored, tracked and reported on by the Departmental Representative.</li> <li>b. The critical path of activities is clearly identified within the schedule and available "float" is included within the duration of the specified activities.</li> <li>c. The schedule clearly indicates the sequence of work activities.</li> <li>d. Guaranteed milestones are provided for each season.</li> <li>e. Schedule demonstrates the contract will be completed on or before March 31, 2020. <b>(40 pts)</b></li> </ol> </li> <li>2. Provide a written discussion to accompany the schedule that addresses the following items: <ol style="list-style-type: none"> <li>a. Assumptions used in creating the schedule.</li> <li>b. Methods of managing the schedule with clearly identified risks. Include mitigations for the identified risks and circumstances that will trigger implementation of the mitigation strategies.</li> <li>c. Assurance that the proposed Milestones (including the proposed status of each site at the end of each season) will be met and the understanding that time required in addition to the proposed schedule is at the contractor's cost.</li> <li>d. Mitigation measures to minimize the impact of weather and difficult site conditions on the proposed schedule.</li> <li>e. Methodology for returning work to the proposed schedule if delays are experienced <b>(60 pts)</b></li> </ol> </li> </ol>	<b>100 points</b>	<b>Pass Mark 50% (or 50 pts)</b>
<b>1.10 Clear Concise and Complete Proposal</b>	Provide a clear, concise and complete proposal that is well organized. The proposal will be evaluated on the readability of the document with respect to grammar, flow and overall clarity. <b>(10 pts)</b>	<b>10 points</b>	n/a
	<b>Maximum Total Points for Technical Criteria :</b>		<b>600</b>
	<b>Pass Mark for Item 1.1 = 50 (50% of 100 available points)</b> <b>Pass Mark for Item 1.9 = 50 (50% of 100 available Points)</b> <b>Minimum Acceptable Points for Technical Criteria = 360 (60%):</b>		

## 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.

### Definitions:

**Similar Remediation Projects/Similar in Scale/Similar in Scope** are defined as "northern", remote and involving mobilization by sealift, collection of debris, remediation of soils, construction of soil treatment facilities, etc.

**Remote** is defined as having no road access connected to major centers.

**Northern** is defined as North of 60 degrees latitude (Yukon, NWT, Nunavut).

	Criteria	Available Points	Pass Mark
<b>2.0</b>	<b>Management and Organization Criteria</b>		
<b>2.1 Company/Joint Venture Qualifications and Experience</b>	<p>Provide details on the qualifications and previous experience of the company/joint venture. Joint ventures should identify entities which form the joint venture. If work experience described in this section was completed under a previous or alternate operating name, provide details on the relationship to the current operating name. Experience of subcontractors will not be considered in this section.</p> <p>At a minimum, include discussion on the following topics:</p> <ol style="list-style-type: none"> <li>Details on internal Quality Control and Quality Assurance management and explain how the QA/QC program will be applied throughout the project <b>(10 pts)</b></li> <li>Details of company's Health and Safety Management System and proof of a Certificate of Recognition or equivalent <b>(10 pts)</b></li> <li>Past experience on similar remediation projects in remote northern locations. <b>(15 pts)</b></li> </ol>	<b>35</b>	<b>n/a</b>



<b>2.2 Project Examples and Client References</b>	<p>Provide evidence of three (3) similar remediation projects successfully undertaken by the company, the joint venture, or either company of the joint venture. Projects completed by sub-contractors will not be considered in this section.</p> <p>Clearly identify the project team and indicate personnel that are part of the proposed project team in this proposal, their roles, the project objectives, location (indicate if northern and/or remote), scope of services, constraints, budget, completion date and deliverables.</p> <p>Provide client letters of reference for each of the projects identified. Provide reference letters that are signed and dated by the Client. The letters should indicate:</p> <ul style="list-style-type: none"><li>a. Extent to which Contractor delivered services on time</li><li>b. Extent to which Contractor delivered services on budget</li><li>c. Extent to which Contractor met objective of the project</li></ul> <p>Letters must be dated within the last 2 years, and projects completed within the last 7 years.</p> <p>Note that references may be contacted to confirm the information provided in the proposal. If Canada is unable to confirm, the reference letter will not be considered.</p>	<b>15</b>	<b>n/a</b>
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<b>2.3 Qualifications of Key Individuals</b>	<p>Provide resumes for the following positions. <b>Resumes are to be a maximum of two pages in length each.</b> Resumes should include experience on similar projects, experience working in remote Northern environments and experience in the proposed project role, and details of responsibilities associated with identified projects. The Contractor will be evaluated in accordance with the following:</p> <p><b>**Back-up personnel</b> 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> <p>Note: One Person can hold up to 2 positions of 2.3a through 2.3g (eg. Onsite Health &amp; Safety Coordinator and Onsite Hazardous Waste Specialist can be the same person).</p>		
2.3a	<p><b><u>Project Manager</u></b></p> <ol style="list-style-type: none"> <li>1. Demonstrate experience managing remediation projects similar in scale and scope to the proposed project.</li> <li>2. Demonstrate experience included financial and schedule control, liaison with client.</li> </ol>	20	n/a
2.3b	<p><b><u>Project Manager back-up</u></b></p> <ol style="list-style-type: none"> <li>1. Demonstrate experience managing remediation projects similar in scale and scope to the proposed project.</li> <li>2. Demonstrate experience included financial and schedule control, liaison with client.</li> </ol>	10	n/a
2.3c	<p><b><u>Site Superintendent</u></b></p> <ol style="list-style-type: none"> <li>1. Demonstrate experience including: <ol style="list-style-type: none"> <li>a. Managing personnel in a remote camp setting.</li> <li>b. Work on remediation projects similar in scope to the proposed project.</li> <li>c. Ensuring compliance with health and safety policies, regulations and acts</li> <li>d. Demonstrating leadership to all parties on site including managing field resources and all sub- trades to complete their portion of work safely, on-time and to an acceptable standard of quality</li> <li>e. Developing site work schedules</li> <li>f. Organizing and presiding over regular safety meetings</li> <li>g. Maintaining a safe, organized and clean site</li> </ol> </li> </ol>	30	n/a
2.3d	<p><b><u>Site Superintendent Cross-Shift</u></b></p> <ol style="list-style-type: none"> <li>1. Demonstrate experience including: <ol style="list-style-type: none"> <li>a. Managing personnel in a remote camp setting.</li> <li>b. Work on remediation projects similar in scope to the proposed project.</li> <li>c. Ensuring compliance with health and safety policies, regulations and acts</li> <li>d. Demonstrating leadership to all parties on site including managing field resources and all sub- trades to complete their portion of work safely, on-time and to an acceptable standard of quality</li> <li>e. Developing site work schedules</li> <li>f. Organizing and presiding over regular safety meetings</li> <li>g. Maintaining a safe, organized and clean site</li> </ol> </li> </ol>	20	n/a
2.3e	<p><b><u>Onsite Health &amp; Safety Coordinator</u></b></p> <ol style="list-style-type: none"> <li>1. Demonstrate experience working in remote areas on remediation projects similar in scope to the proposed project.</li> <li>2. Demonstrate experienced in developing, implementing and enforcing site specific health and safety programs for remediation projects</li> </ol>	10	n/a

2.3f	<b><u>Offsite Health &amp; Safety Coordinator</u></b> 1. Demonstrate experience working in and supporting work in remote areas on remediation projects similar in scope to the proposed project. 2. Demonstrate experienced in developing and implementing site specific health and safety programs for remediation projects.	10	n/a
2.3g	<b><u>Onsite Hazardous Waste Specialist</u></b> 1. Demonstrate field experience on remediation projects similar in scope to the proposed project. 2. Demonstrate experience included the identification, sampling, characterization, containerization, transportation and disposal of hazardous materials.	20	n/a
<b>2.4 Corporate Depth</b>	Demonstrate the company/joint venture has the ability to provide and maintain adequate staffing of core positions (identified in Section 2.3) throughout the contract. Clearly identify measures taken to ensure the key individuals identified in the core positions are available for the duration of the contract. Identify measures that will be taken to ensure personnel with equivalent skills are available, should a replacement be required.	10	n/a
<b>2.5 Organization Chart</b>	Submit a detailed Organization Chart of the Project Team showing INAC, PWGSC, Departmental Representative, Contractor's Staff, Sub-Contractors. 1. Included all of the resource elements including Contractor personnel and subcontractors. 2. Identified who will be responsible for overall control and for the provisions for controlling costs, schedule and conformance to the Specifications. 3. Clearly identified lines of communication for all parties. 4. Clearly identified onsite and offsite staff.	20	n/a
<b>2.6 Working with Local and Inuit Communities</b>	Demonstrate an understanding and appreciation for the unique nature of the project and the socio-economic benefits the contract can provide for the Nunavut region. Bidder to provide: 1. A Human Resources staffing strategy that describes how the Bidder intends to maximize employment of Nunavut Inuit enrolled under the Nunavut Agreement. 2. A Skills Development strategy to maximize the training and skills development opportunities for Nunavut Inuit enrolled under the Nunavut Agreement hired to support the project. 3. An Inuit Business Strategy that outlines how the Bidder will maximize the use of Inuit firms from the Nunavut Settlement Area to support the project. 4. A description of other measures the Bidder considers relevant such as, but not limited to specialized training, community engagements, community outreach projects, scholarships, etc.	40	Pass Mark 20

<b>2.7 Inuit Training</b>	<p>Bidder will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Inuit from the 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.</p> <p>Describe the overall objectives of the training and include a detailed explanation of the following:</p> <ul style="list-style-type: none"> <li>• State the time commitment and duration of the training.</li> <li>• What type and level of accreditation is being targeted?</li> <li>• What will the "on-the-job-training" consist of?</li> </ul>	<p><b>30</b></p>	<p><b>n/a</b></p>
	<p><b>Maximum Total Points Available for Management and Organization Criteria:</b></p>	<p><b>270</b></p>	
	<p><b>Pass Mark for Item 2.6 = 20 (50% of 40 available points)</b>  <b>Minimum Acceptable Points for Management and Organization Criteria = 162 (60% of 270)</b></p>		

## **INUIT BENEFITS PLAN (IBP)**

### **Evaluation and Assessment of IBP Guarantee**

For a bid to be assigned points for guarantees made in respect of any IBP 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 IBP 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 IBP 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 WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** 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 websites will not be considered.

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

### **Section III: Inuit Benefits Criteria**

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 Agreement and INAC's mandate to support and provide opportunities to the local Inuit communities under Federal government contracts within a land claims area.

	Criteria	Available Points
<b>3.0</b>	<b>Inuit Opportunities Considerations</b>	
<b>3.1 Nunavut Offices</b>	Demonstrate that the bidder has head offices, staffed administration offices or other facilities in the Nunavut Settlement Area.	<b>10</b>
<b>3.2 Inuit Labour</b>	<p><b>LABOUR:</b> The employment of onsite Nunavut Inuit in carrying out the work of the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use onsite Inuit from the Nunavut Settlement Area in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.</p> <p>Percentages should be supported by a list of specific positions that may or will be staffed by onsite Nunavut Inuit. Onsite Nunavut Inuit employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.</p> <p>0-100% of total labour hours = 0-60 points. Points will be assigned based on a percentage % of the total Points available:          ____ % x total points available</p> <p>Example:          Bidder guarantees 65% of labor hours will be onsite Nunavut Inuit = 65% of total points (60)</p> <p>65 % x 60 = 39 points</p> <p><b>NOTE:</b>          Bidder must demonstrate how they will meet their Labor %. Simply indicating a “%” commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.</p> <p>*** Penalties and Incentives Conditions will apply to this criterion</p>	<b>60</b>

3.3 Sub-contractors/Suppliers	<p>The use of sub-contractors or suppliers that are Inuit in carrying out the contract. Bidder will be evaluated on their firm guarantee to use Inuit Sub-Contractors for services or the procurement of supplies and equipment from Inuit from the Nunavut Settlement Area associated with the Contract.</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 contract.</p> <p>Bidders should provide their guarantee of Aboriginal / Inuit Subcontractors in accordance with the following:</p> <table><tr><td>Estimated value of Contract:</td><td>\$ _____</td></tr><tr><td>- Less Non-Inuit subcontracting:</td><td>\$ _____ =</td></tr><tr><td>Total guaranteed for Inuit Subcontractors/Suppliers:</td><td>\$ _____</td></tr></table> <p>Points will be assigned to bidder as follows: Total guaranteed / Estimated value of contracting = <u>  a  </u> %</p> <p>Points will be assigned based on a percentage % of the total points available: <math>\frac{a}{100} \% \times \text{total points} = \text{assigned points}</math></p> <p>Example:</p> <table><tr><td>Estimated value of Contract:</td><td>\$100,000</td></tr><tr><td>- Less Non-Inuit subcontracting:</td><td><u>\$ 45,000 =</u></td></tr><tr><td>Total guaranteed for Inuit Subcontractors/Suppliers:</td><td>\$ 55,000</td></tr></table> <p><math>\\$55,000 / \\$100,000 = 0.55 \times 100 = 55\%</math></p> <p><u>55 % x 40 = 22 points</u></p> <p>100 %</p> <p>NOTE:</p> <p>Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Aboriginal/Inuit subcontractors. Verification of Aboriginal businesses will be made through:</p> <ul style="list-style-type: none"><li>• In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists.</li></ul> <p>Or</p> <ul style="list-style-type: none"><li>• The Inuit Firm Registry Database <a href="http://inuitfirm.tunngavik.com/">http://inuitfirm.tunngavik.com/</a></li></ul>	Estimated value of Contract:	\$ _____	- Less Non-Inuit subcontracting:	\$ _____ =	Total guaranteed for Inuit Subcontractors/Suppliers:	\$ _____	Estimated value of Contract:	\$100,000	- Less Non-Inuit subcontracting:	<u>\$ 45,000 =</u>	Total guaranteed for Inuit Subcontractors/Suppliers:	\$ 55,000	60
Estimated value of Contract:	\$ _____													
- Less Non-Inuit subcontracting:	\$ _____ =													
Total guaranteed for Inuit Subcontractors/Suppliers:	\$ _____													
Estimated value of Contract:	\$100,000													
- Less Non-Inuit subcontracting:	<u>\$ 45,000 =</u>													
Total guaranteed for Inuit Subcontractors/Suppliers:	\$ 55,000													
	Maximum Points Available for Inuit Opportunities Considerations	130												
	Minimum Acceptable Points for Inuit Opportunities Considerations = No Pass/Fail													

## Evaluation Summary

Item	Category	Weight Factor	Rating	Technical Points Rating	Minimum pass mark	Maximum points
<b>Section 1 – Technical Criteria</b>						
<b>1.1</b>	<b>Mobilization, Demobilization and Logistical Considerations</b>				<b>50</b>	<b>100</b>
	1.1 a.	6.5	0-10	0-65	n/a	
	1.1 b.	1.0	0-10	0-10	n/a	
	1.1 c.	1.0	0-10	0-10	n/a	
	1.1 d.	1.5	0-10	0-15	n/a	
<b>1.2</b>	<b>Camp Operations and Maintenance</b>				n/a	<b>50</b>
	1.2 a.	2.5	0-10	0-25	n/a	
	1.2 b.	1.0	0-10	0-10	n/a	
	1.2 c.	1.5	0-10	0-15	n/a	
<b>1.3</b>	<b>Borrow Source Management</b>				n/a	<b>50</b>
	1.3 a.	3.5	0-10	0-35	n/a	
	1.3 b.	1.5	0-10	0-15	n/a	
<b>1.4</b>	<b>Infrastructure Improvements</b>				n/a	<b>50</b>
	1.4 a.	3.5	0-10	0-35	n/a	
	1.4 b.	1.5	0-10	0-15	n/a	
<b>1.5</b>	<b>Remediation of Contaminated Soil</b>				n/a	<b>60</b>
	1.5 a.	4.5	0-10	0-45	n/a	
	1.5 b.	1.5	0-10	0-15	n/a	
<b>1.6</b>	<b>Permeable Reactive Barrier Demolition/Re-Construction</b>				n/a	<b>60</b>
	1.6 a.	4.5	0-10	0-45	n/a	
	1.6 a.ii.	1.5	0-10	0-15	n/a	
<b>1.7</b>	<b>Fuel Tanks and Residual Fuel</b>					<b>60</b>
	1.7 a.	2.0	0-10	0-20	n/a	
	1.7 b.	2.5	0-10	0-25	n/a	
	1.7 c.	1.5	0-10	0-15	n/a	
<b>1.8</b>	<b>Consolidation, Transport and Disposal of Hazardous and Non-Hazardous Waste Material</b>				n/a	<b>60</b>
	1.8 a.	4.5	0-10	0-45	n/a	
	1.8 b.	1.5	0-10	0-15	n/a	
<b>1.9</b>	<b>Schedule</b>				50	<b>100</b>
	1.	4.0	0-10	0-40	n/a	
	2.	6.0	0-10	0-60	n/a	
<b>1.10</b>	<b>Clear Concise and Complete Proposal</b>				n/a	<b>10</b>
		1.0	0-10	0-10	n/a	
<b>TOTAL</b>					<b>360</b>	<b>600</b>



Item	Category	Weight Factor	Rating	Technical Points Rating	Minimum pass mark	Maximum points
<b>Section 2 - Management and Organization Criteria</b>						
2.1	Qualifications of Company/Joint Venture	3.5	0-10	0-35	n/a	35
2.2	Project Examples and Client References	1.5	0-10	0-15	n/a	15
2.3	Qualifications and Key Individuals					
2.3a	Project Manager	2.0	0-10	0-20	n/a	20
2.3b	Project Manager Back-up	1.0	0-10	0-10	n/a	10
2.3c	Site Superintendent	3.0	0-10	0-30	n/a	30
2.3d	Site Superintendent Cross-Shift	2.0	0-10	0-20	n/a	20
2.3e	Onsite Health and Safety Coordinator	1.0	0-10	0-10	n/a	10
2.3f	Offsite Health and Safety Coordinator	1.0	0-10	0-10	n/a	10
2.3g	Hazardous Waste Specialist	2.0	0-10	0-20	n/a	20
2.4	Corporate Depth	1.0	0-10	0-10	n/a	10
2.5	Organization Chart	2.0	0-10	0-20	n/a	20
2.6	Working with Local and Inuit Communities	4.0	0-10	0-40	20	40
2.7	Inuit Training	3.0	0-10	0-30	n/a	30
<b>Total</b>				<b>0-270</b>	<b>162</b>	<b>270</b>
<b>Section 3 - Inuit Opportunities Considerations Criteria</b>						
3.1	Nunavut Offices	1.0	0-10	0-10	n/a	10
3.2	Inuit Labour	Points to be assigned as described in criterion			n/a	60
3.3	Inuit Sub-Contractor Content	Points to be assigned as described in criterion			n/a	60
<b>Total</b>					<b>n/a</b>	<b>130</b>
<b>Total Technical Proposal</b>					<b>522</b>	<b>1000</b>

**GENERIC EVALUATION TABLE****(To be used in the evaluation of bidders Technical and Management proposals only)**

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 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.

Once a score out of 10 has been determined, the appropriate weight factor will be applied to calculate the bidders' final score. For example, if a criterion is listed with a total available points of 30, the bidders' score out of 10 will be multiplied by 3 to achieve the bidder's final score on that criterion.

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
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
	Bidder does not possess qualifications and experience	Bidder lacks qualifications and experience	Bidder has an acceptable level of qualifications and experience	Bidder is Qualified and experienced	Bidder 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

## APPENDIX 6 - INUIT BENEFITS PLAN REPORTING AND INCENTIVE/PENALTY CALCULATIONS

### 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 – Head Office**

Provide Current Business address
Bidders MUST demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the Nunavut Settlement Area.

**TABLE 2 – Guarantee of Onsite Inuit Labour Content**

Total No. Of onsite Inuit Employee Hours for This Contract = \_\_\_\_\_ %  
Total No. Of onsite Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Non-Inuit Employee Hours
Bidders to include the # of hours to be worked.		

**TABLE 3 – Guarantee of Inuit Content for Sub-Contracting/Suppliers Content:**

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

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

Name & Position Title (Provide name(s) where possible)	Inuit Company	Non- Inuit Company
Bidder to include the value of work to be Sub-Contracted.  NOTE: only subcontractors and suppliers that can be confirmed as Inuit businesses will be included in the calculations. Verification of Inuit businesses will be made in accordance with 3.3 Subcontractors / Suppliers.		

### Bidder Certification

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

#### INUIT BENEFITS PLAN CERTIFICATION:

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

The bidder certifies its IBP guarantee for contracting submitted with its bid is accurate and complete.

**CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION**

1. For the successful Contractor only - If an IBP 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 IBP portion of their bid. The following table must be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the contractor on a prior to final payment.
2. The contractor must indicate if any objectives were not met *and* identify why not.
3. Information provided may be subject to verification.
4. The AOC / IBP Certification and AOC / IBP Achievement Reports must be submitted prior to final payment with details how the Contractors met its' AOC / IBP guarantee.
5. Failure to comply with the request to submit the certification and report within 15 business days may result in a full 2% penalty.

**Return Reports to:**

Contracting Authority Name: Teresa Olson  
Email: teresa.olson@pwgsc.gc.ca

**TABLE 1 – Head Office**

Provide Current Business address
Contractors must demonstrate the existence of head offices, staffed administrative offices or other staffed facilities in the area of the Nunavut Settlement Area.

**TABLE 2 – Achievement of onsite Inuit Labour Content**

Total No. Of onsite Inuit Employee Hours for This Contract = \_\_\_\_\_ %  
Total No. Of Employee Hours for This Contract

Name & Position Title (Provide name(s) where possible)	Onsite Inuit Employee Hours	Onsite Non – Inuit Employee Hours
Contractor to include the # of hours worked		

**TABLE 3 – Achievement of Inuit Content for Sub-Contracting/Suppliers Content:**

Total Cost For Supplies/Materials, Equipment and Services Procured From Inuit Companies for This Contract  
Final Contract Value:  
= \_\_\_\_\_ %

Company Name	Inuit Company	Non- Inuit Company
Contractor must include the value of Sub-Contracted work		

**Contractor Certification**

Solicitation No. - N° de l'invitation  
EW699-181727/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
NCS010

Client Ref. No. - N° de réf. du client  
EW699-181727/A

File No. - N° du dossier  
NCS-6-39307

CCC No./N° CCC - FMS No./N° VME

**INUIT BENEFIT PLAN ACHIEVEMENT CERTIFICATION:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**The Contractor certifies the information contained in the ACHIEVEMENT TABLES is accurate and complete.**

## **INUIT BENEFITS PLAN 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 onsite Inuit employee hours worked on the Contract and fails to fulfill their onsite Inuit employment guarantees, an amount of up to 1% of the final contract value may be deducted from the final payment or hold back provisions. (Table 2A)
3. If the contractor does not meet the certified percentage of Inuit Sub-contractors/Suppliers, and fails to fulfill their Inuit 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 2B)
4. If the contractor hires additional onsite Inuit resources above the established employment guarantees that were certified in the bid, which results in Inuit employment, 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)
5. If the contractor exceeds the percentage of Inuit 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 1B)
6. Contractors who exceed the IBP guarantee under one criterion but fall short on the other may be evaluated for a penalty and an incentive. The Inuit Incentive and Penalty Conditions as specified above will be assessed based on the formulas identified herein.
7. 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.
8. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
9. 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 / IBP 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 / IBP calculation at the time of change order or amendment negotiation.

<b>INUIT EMPLOYMENT INCENTIVE AND PENALTY</b> <b>CHECKLIST</b> <b>CONTRACTOR: _____</b>			
STEP#	FINAL STATISTICS	% PROPOSE D	% ACHIEV ED
1	Percentage of On-site Inuit Labour Person Hours		
2	Percentage of Inuit Sub-Contracting/Supplier costs		
3	Final Contract Value (no gst)	\$	
4	<p><b>Certified Onsite Inuit employment 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 2A</b></p>		
5	<p><b>Certified Inuit 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 1B</b></p> <p><b>Shortfall</b> - Contractor may be penalized up to 1% of the final contract value <b>Proceed to Table 2B</b></p>		
6	COMMENTS:		



**TABLE 1A - ASSESSMENT OF ONSITE INUIT  
LABOUR INCENTIVE BONUS**

ITEM#	REQUIREMENT	WEIGH	SCORE
1	<p><b>INCREASED ONSITE INUIT LABOUR:</b></p> <p><b>Note:</b> 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 Contract based on the following:</p> <p>% Increase = <math>\frac{\text{Actual} - \text{Proposed}}{100\% - \text{Proposed\%}}</math> * 60%</p> <p>Explanation of "100% - Proposed%"          - The first part (top line) of the calculation is based on the bidder's achievements in excess of the amount guaranteed.          The second calculation (bottom line) does not assess the achievements against what was proposed, but rather the remaining percentage available to increase less the % proposed</p> <p>Example:          A bidder proposed 52% and achieved 64% = 12%  <math>100 - 52 = 48\%</math> = 25%          Straight calculation method: <math>12 / 52 = 23\%</math></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 increase the onsite Inuit labour 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.          14-27 points - Contractor demonstrated moderate effort while attempting to increase the Inuit guarantees.          28-40 points - Contractor demonstrated outstanding effort while attempting to increase the Inuit guarantees.</p>	40	
503	<b>TOTAL ASSESSED SCORE</b>	100	
4	<b>RECOMMENDED INUIT LABOUR INCENTIVE BONUS</b> (final contract value) x 1% x (total assessed score/100)	\$	
5	<b>COMMENTS/JUSTIFICATIONS:</b>		
6	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative:</b> _____  <b>Project Authority:</b> _____  <b>Contracting Officer (PSPC):</b> _____</p>		

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

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

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

ITEM#	REQUIREMENT	WEIGHT	SCORE
1	<p><b>Calculate the percentage of guarantee achieved for Onsite Inuit 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>Notes:</b> 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 Onsite <b>Inuit</b> employment 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 IBP employment guarantee.  14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP employment guarantee.  28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP employment guarantee.</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><b>Departmental Representative:</b> _____</p> <p><b>Project Authority:</b> _____</p> <p><b>Contracting Officer (PSPC):</b> _____</p>		

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

ITEM#	REQUIREMENT	WEIGHT	SCORE
<b>1</b>	<p><b>Calculate the percentage of guarantee achieved for Inuit content based on the following formula, where:</b></p> <p>Guarantee percentage = <math>\frac{\text{Achieved}}{\text{Proposed}} = \frac{\quad}{\quad} \% \quad * 60\%</math></p> <p><b>Note:</b> Guarantee percentage of 50% or less receives zero points.</p>	<b>60</b>	
<b>2</b>	<p><b>CONTRACTOR DUE DILIGENCE:</b></p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Inuit 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 IBP sub-contracting/supplier guarantees.</p> <p>14-27 points - Contractor demonstrated moderate effort while attempting to meet the IBP sub-contracting/supplier guarantees.</p> <p>28-40 points - Contractor demonstrated outstanding effort while attempting to meet the IBP sub-contracting/supplier guarantees.</p>	<b>40</b>	
<b>3</b>	<b>TOTAL ASSESSED SCORE</b>	<b>100</b>	
<b>4</b>	<p><b>TOTAL CALCULATED PENALTY:</b> (100 - total assessed score)% x (Final contract value) x 1%</p>	\$	
<b>5</b>	<b>COMMENTS/JUSTIFICATIONS:</b>		
<b>6</b>	<p><b>SIGNATURE OF EVALUATION PANEL:</b></p> <p><b>Departmental Representative:</b> _____</p> <p><b>Project Authority:</b> _____</p> <p><b>Contracting Officer (PSPC):</b> _____</p>		

**ANNEX B - CERTIFICATE OF INSURANCE** (Not required at solicitation closing)**Page 1 of 2**

Description and Location of Work BAF-5 Resolution Island, Nunavut	Contract No. EW699-181727
	Project No.

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		
<b>Commercial General Liability</b> <b>Umbrella/Excess Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
				\$	\$	\$
<b>Pollution Liability</b>				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
<b>Marine Liability</b>				\$		
<b>Environmental 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 Policy shall be endorsed to provide the Owner with not less than 30 day notice in writing in advance of any cancellation or change or amendment restricting 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.

### Marine Liability

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

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

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

### Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 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 Contractors Pollution 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. 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.
- g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

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

## **ANNEX C - VOLUNTARY REPORT FOR APPRENTICES EMPLOYED DURING THE CONTRACT (Sample)**

*(This report is not required at bid deposit)*

The Contractor should compile and maintain records on the number of apprentices and their trade that were hired to work on the contract.

The Contractor should provide this data in accordance with the format below. If no apprentices were hired during the contract period, the Contractor should still provide a "nil" report.

The data should be submitted six months after the Contract award or at the end of the Contract, whichever comes first to the Contracting Authority.

Number of apprentices hired	Trade