



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet Caractérisation/Réhabilit. Kuujjuaq	
Solicitation No. - N° de l'invitation EF928-190074/A	Date 2018-05-29
Client Reference No. - N° de référence du client R.002878.001	GETS Ref. No. - N° de réf. de SEAG PW-\$MTC-360-14900
File No. - N° de dossier MTC-8-41020 (360)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-07-09	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
F.O.B. - F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Abidar, Samia	Buyer Id - Id de l'acheteur mtc360
Telephone No. - N° de téléphone (514) 212-4965 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA PL.BONAVENTURE,PORTAIL S-E,BUR.7300 800 RUE DE LA GAUCHETIERE O. MONTREAL Québec H5A1L6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

INVITATION TO TENDER
Environmental remediation work and environmental characterization work
Kuujuuaq, Quebec

IMPORTANT NOTICE TO BIDDERS

This requirement is subject to the Comprehensive Land Claims Agreements (CLCA) entitled the Convention of the James Bay and Northern Quebec Agreement (JBNQA)

This procurement initiative is reserved for beneficiaries of the following Comprehensive Land Claims Agreement (CLCA) titled the James Bay and Northern Quebec Agreement (JBNQA) as defined in chapter 28, clauses 28.10.3 and chapter 29, clauses 29.0.31 of this Agreement.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), the CFTA does not apply to this procurement process.

This requirement is reserved for individuals defined as "Inuits", as defined in chapter 3 of the JBNQA (paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6). In respect to aboriginal Inuit business, they must be located to the north of the 55th parallel, as described in chapter 6 of the JBNQA.

Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see Appendix «C» of the present document), understood here as «Inuit» and beneficiaries of the JBNQA.

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>

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 SC02.

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

The following GI's are included by reference and are available at the following Web Site

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

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

SI01 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 (2017-09-21)
 - d. Clauses & Conditions identified in "Contract Documents";
 - e. Drawings and Statement Of Work;
 - 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>

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

Enquiries regarding this bid must be submitted in writing to the Contracting Authority named on the Invitation to Tender - Page 1 at samia.abidar@tpsgc-pwgsc.gc.ca. Except for the approval of alternative materials as described in G115 of R2710T, enquiries should be received no later than **7 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, PWGSC will examine the content of the enquiry and will 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.

SI03 REVISION OF BID

A bid may be revised by letter or facsimile in accordance with G110 of R2710T. The facsimile number for receipt of revisions is (514) 496-3822

SI04 BID RESULTS

1. The responsive bid carrying the lowest price will be recommended for contract award.
2. **Debriefings:** Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

SI05 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.

SI06 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 will 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.

SI07 WEB SITES

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

Treasury Board Appendix L, Acceptable Bonding Companies

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

Buy and Sell

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

Canadian economic sanctions

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

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)

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

Bid Bond (form PWGSC-TPSGC 504)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)

http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505_eng.pdf

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

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

Standard Acquisition Clauses and Conditions (SACC) Manual

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

PWGSC, Industrial Security Services

<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>

PWGSC, Code of Conduct and Certifications

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

Construction and Consultant Services Contract Administration Forms Real Property Contracting

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

Declaration Form

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

Trade agreements

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

SI08 FINANCIAL BID

The total amount of the bid excludes taxes.

SI09 BID PREPARATION INSTRUCTIONS

Canada requests that the Bidder must provide their bid in a single transmission.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

SI10 EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation procedures

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

2. Technical Evaluation

2.1 Mandatory Technical Criteria

2.1.1 The Firm's Execution of Comparable Projects

The Tenderer must have completed at least six (6) recent projects (i.e. in the past eight (8) years), in Canada, pertaining to environmental site assessments and remediation works in contaminated sites related to the statement of work.

The Tenderer must provide a brief description of the six (6) projects based on the previous Model Project Form (Annexe "D" Project form).

The submitted projects must include at least:

- ✓ One Phase I Environmental Site Assessment (ESA) in the range of 5 000\$ and more;
- ✓ One Phase II or III Environmental Site Assessment (ESA) realized in remote areas (Inuit communities) in the range of 20 000\$ and more;
- ✓ Two environmental site remediation realized in remote areas (Inuit communities) in the range of 100 000\$ and more.

The subjects of the other projects is left to the choice of the bidder.

PWGSC reserves the right to verify the information provided in project description.

2.1.2 Key People on the Tenderer's Team

The Tenderer must submit the names of three (3) required key people from the Team assigned to project execution, with the expected years of relevant experience, who are employed by its company.

Thus, the Tenderer must identify one person for each of the key positions defined below:

- ✓ One (1) Project Manager (senior professional) with at least ten (10) years of relevant experience in contaminated sites and having participated in at least two (2) remote remediation projects (Inuit Communities);
- ✓ One (1) Intermediate Technician (responsible for field activities) with at least eight (8) years of relevant experience in contaminated sites and having participated in at least two (2) remote remediation projects (Inuit communities);
- ✓ One (1) Junior Technician (support for field activities) with at least (2) years of relevant experience in contaminated sites

¹ "Relevant experience" is understood as being in the services and additional services listed in the Statement Of Work.

3. Basis of Selection

3.1 SACC Manual Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria.

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

SI11 CERTIFICATIONS AND ADDITIONAL INFORMATION

1. SACC Manual Clause A3010T (2010-08-16), Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

2. SACC Manual Clause A3015C (2014-06-26), Certifications – Contract

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

3. SACC Manual Clause A3005T (2010-08-16), Status and Availability of Resources

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, 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. The Bidder must advise the Contracting Authority of the reason 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 of an agreement 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 from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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 Statement of Work;
 - d. General Conditions and clauses

GC1	General Provisions – Construction Services	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	R2880D	(2016-01-28);
GC9	Contract Security	R2890D	(2014-06-26);
GC10	Insurance	R2900D	(2008-05-12);
	Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2015-02-25);
 - e. Supplementary Conditions
 - f. Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - g. Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 INSURANCE TERMS

1) Insurance Contracts

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

2) Period of Insurance

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

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after 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.

SC02 INTERPRETATION

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

“Architectural and Engineering Services”:

Mean's 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.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Environmental remediation work and environmental characterization work, Kuujuaq, Quebec

BA02 BUSINESS NAME AND ADDRESS OF BIDDER

Name: _____

Address: _____

Telephone: _____ Fax: _____ PBN: _____

E-mail address: _____

BA03 THE OFFER

The Bidder offers to Canada to perform and complete the Work for the above named project in accordance with the Bid Documents for the **TOTAL BID AMOUNT INDICATED IN APPENDIX 1**.

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 60 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 by September 30, 2018.

BA07 BID SECURITY

The Bidder must enclose bid security with its bid in accordance with G108 - Bid Security Requirements of R2710T - General Instructions - Construction Services - Bid Security Requirements.

BA08 SIGNATURE

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

Signature

Date

APPENDIX 1 - COMBINED PRICE FORM

- 1) 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.

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.

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 Statement Of Work section.
- (b) The Price per Unit shall not include any amounts for Work that is not included in that unit price Item.

ANNEX B1

BID FORM

ARTICLE B1-1. Firm prices:

Item	DESCRIPTION	Firm price (excluding applicable taxes)
CHARACTERIZATION / ENVIRONMENTAL REHABILITATION WORK		
B1-1.1	Firm price for project management, preparation, organization of the work site and monitoring of the work (including a start-up meeting) concerning rehabilitation, characterization and environmental monitoring work in plots R-14, R-1-3 and R-6-1, inspection of building in plot R-8-1, inspection of tanks and characterization in plot R-11-8, including all associated expenses. This firm price excludes unit costs related to field work (technician, subcontractors, equipment and materials) and costs of chemical analyses the details of which are presented in articles B1-2 and B1-3, as well as expenses related to travel costs (flight, vehicle rental, fuel, accommodation expenses and meals) the details of which are presented in article B1-4.	\$ _____
B1-1.2	Firm price for data interpretation and drafting of reports concerning rehabilitation, characterization and environmental monitoring work in plots R-14, R-1-3 and R-6-1, inspection of building in plot R-8-1, inspection of tanks and characterization in plot R-11-8, including all associated expenses. This firm price excludes unit costs related to field work (technician, subcontractors, equipment and materials) and costs of chemical analyses the details of which are presented in articles B1-2 and B1-3, as well as expenses related to travel costs (flight, vehicle rental, fuel, accommodation expenses and meals) the details of which are presented in article B1-4.	\$ _____
B1-1.3	Firm price for execution of work related to temporary dismantling of tanks concerning rehabilitation work in plots R-1-3 and R-6-1, including all associated expenses. This firm price excludes unit costs related to field work (technician, subcontractors, equipment and materials) and costs of chemical analyses the details of which are presented in articles B1-2 and B1-3, as well as expenses related to travel costs (flight, vehicle rental, fuel, accommodation expenses and meals) the details of which are presented in article B1-4.	\$ _____
B1-1.4	Firm price for execution of work related to water management, including water accumulated in excavations. This firm price excludes unit costs related to field work (technician, subcontractors, equipment and materials) and costs of chemical analyses the details of which are presented in articles B1-2 and B1-3, as well as expenses related to travel costs (flight, vehicle rental, fuel, accommodation expenses and meals) the details of which are presented in article B1-4.	\$ _____
TOTAL - ARTICLE B1-1		\$ _____

Breakdown of firm-price fees: the bidder must complete the Firm Prices Spread Sheet attached after Annex B.

ARTICLE B1-2. Firm hourly rates

Item	Description	Unit	Estimated quantity (Note 1)	Firm unit prices	Total estimated cost
FIELD WORK FEES					
B1-2.1a	Officer in charge of field activities (intermediate technician)	hours	224	\$ _____	\$ _____
B1-2.1b	Overtime - Officer in charge of field activities	hours	40	\$ _____	\$ _____
B1-2.2a	Support for field activities (junior technician)	hours	112	\$ _____	\$ _____
B1-2.2b	Overtime - Support for field activities	hours	20	\$ _____	\$ _____
TOTAL - ARTICLE B1-2			Total estimated price for field work fees (excluding applicable taxes)		\$ _____

Note 1: Estimated quantity for bidding purposes. This quantity will be adjusted according to field observations. Quantities must be approved in advance by PWGSC.

ARTICLE B1-3. Firm unit prices

Item	Description	Unit	Estimated quantity (Note 1)	Firm unit prices	Total estimated cost
FIELD WORK DISBURSEMENTS					
B1-3.1	Excavation equipment (mobilization/demobilization)	aggregate	1	\$ _____	\$ _____

B1-3.2	Power shovel operation time (trenches, excavation, backfilling, tamping, levelling)	hours	120	\$ _____	\$ _____
B1-3.3	Truck operation time (loading, transport, unloading of contaminated soil and fill)	hours	60	\$ _____	\$ _____
B1-3.4	Disposal of contaminated soil in a local authorized centre	t.	875	\$ _____	\$ _____
B1-3.5	Transport of contaminated soil by boat and disposal in an authorized centre	t.	25	\$ _____	\$ _____
B1-3.6	Supply of clean materials	m3	425	\$ _____	\$ _____
B1-3.7	Supply of monitoring wells	well	2	\$ _____	\$ _____
B1-3.8	Field, sampling and measurement equipment (soil, water)	aggregate	1	\$ _____	\$ _____
B1-3.9	Shipping of samples to laboratory	shipment	6	\$ _____	\$ _____
B1-3.10	Transport and disposal of blowdown and sour water in an authorized site	litre	10	\$ _____	\$ _____
CHEMICAL ANALYSES - SOIL - REGULAR TIME FRAME					
B1-3.11	Metals (As, Ag, Ba, Cd, Co, Cr, Cu, Sn, Mn, Mo, Ni, Se, Pb & Zn)	unit	6	\$ _____	\$ _____
B1-3.12	Petroleum hydrocarbons - fraction F1-F4	unit	14	\$ _____	\$ _____
B1-3.13	Petroleum hydrocarbons C10-C50	unit	14	\$ _____	\$ _____
B1-3.14	Polycyclic aromatic hydrocarbons (PAH)	unit	14	\$ _____	\$ _____
B1-3.15	Monocyclic aromatic hydrocarbons (MAH)	unit	14	\$ _____	\$ _____
CHEMICAL ANALYSES - SOIL - IN 24 HOURS					
B1-3.16	Metals (As, Ag, Ba, Cd, Co, Cr, Cu, Sn, Mn, Mo, Ni, Se, Pb & Zn)	unit	6	\$ _____	\$ _____
B1-3.17	Petroleum hydrocarbons - fraction F1-F4	unit	40	\$ _____	\$ _____
B1-3.18	Petroleum hydrocarbons C10-C50	unit	40	\$ _____	\$ _____
B1-3.19	Polycyclic aromatic hydrocarbons (PAH)	unit	26	\$ _____	\$ _____
B1-3.20	Monocyclic aromatic hydrocarbons (MAH)	unit	19	\$ _____	\$ _____
CHEMICAL ANALYSES - GROUNDWATER - REGULAR TIME FRAME					
B1-3.21	Metals (As, Ag, Ba, Cd, Co, Cr, Cu, Sn, Mn, Mo, Ni, Se, Pb & Zn)	unit	4	\$ _____	\$ _____
B1-3.22	Petroleum hydrocarbons - fraction F1-F2	unit	4	\$ _____	\$ _____
B1-3.23	Petroleum hydrocarbons C10-C50	unit	4	\$ _____	\$ _____
B1-3.24	Polycyclic aromatic hydrocarbons (PAH)	unit	4	\$ _____	\$ _____
B1-3.25	Monocyclic aromatic hydrocarbons (MAH)	unit	4	\$ _____	\$ _____
TOTAL - ARTICLE B1-3		Total estimated price for work subject to firm unit prices (excluding applicable taxes)			\$ _____

Note 1: Estimated quantity for bidding purposes. This quantity will be adjusted according to field observations. Quantities must be approved in advance by PWGSC.

ARTICLE B1-4. Travel and living expenses (actual expenses - on submission of invoices)

Travel and living expenses will be reimbursed (with the prior approval of the departmental representative) in accordance with the Treasury Board policy in effect, up to a maximum of \$20,000.

TOTAL - ARTICLE B1-4		Total estimated price (excluding applicable taxes)	\$ <u>20,000</u>
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TOTAL ESTIMATED COST - ANNEX B1:

Sum of amounts from articles B1-1, B1-2, B1-3 and B1-4

\$ _____

(excluding GST/HST)

**ANNEX B2 - OPTIONAL WORK
BID FORM**

ARTICLE B2-1, Firm prices:

Item	DESCRIPTION	Firm price (excluding applicable taxes)
CHARACTERIZATION/ ENVIRONMENTAL REHABILITATION WORK		
B2-1.1	Firm price for execution of work related to project management, preparation of work, organization of work site, monitoring of project and drafting of report on work at the old freighter training site, including all associated expenses. This project activity is optional. This firm price excludes unit costs related to field work (technician, subcontractors, equipment and materials) and costs of chemical analyses the details of which are presented in articles B2-2 and B2-3, as well as expenses related to travel costs (flight, vehicle rental, fuel, accommodation expenses and meals) the details of which are presented in article B2-4.	\$ _____
B2-1.2	Firm price for execution of work related to project management, preparation of work, organization of work site, monitoring of project and drafting of the Phase 1 SEA report at the airport site, including all associated expenses. This project activity is optional. This firm price excludes unit costs related to field work (technician, subcontractors, equipment and materials) and costs of chemical analyses the details of which are presented in articles B2-2 and B2-3, as well as expenses related to travel costs (flight, vehicle rental, fuel, accommodation expenses and meals, the details of which are presented in article B2-4.	\$ _____
B2-1.3	Firm price for execution of work related to project management, preparation of work, organization of work site, monitoring of project and drafting of environmental monitoring report for the remediation sector of the airport site, including all associated expenses. This project activity is optional. This firm price excludes unit costs related to field work (technician, subcontractors, equipment and materials) and costs of chemical analyses the details of which are presented in articles B2-2 and B2-3, as well as expenses related to travel costs (flight, vehicle rental, fuel, accommodation expenses and meals, the details of which are presented in article B2-4.	\$ _____
B2-1.4	Firm price for execution of work related to project management, preparation of work, organization of work site, monitoring of project and drafting of report for complementary characterization in plot R-8-1, including all associated expenses. This project activity is optional. This firm price excludes unit costs related to field work (technician, subcontractors, equipment and materials) and costs of chemical analyses the details of which are presented in articles B2-2 and B2-3, as well as expenses related to travel costs (flight, vehicle rental, fuel, accommodation expenses and meals, the details of which are presented in article B2-4.	\$ _____
B2-1.5	Firm price for execution of work related to project management, preparation of work, organization of work site, monitoring of project and drafting of report for complementary characterization in plot R-1-8, including all associated expenses. This project activity is optional. This firm price excludes unit costs related to field work (technician, subcontractors, equipment and materials) and costs of chemical analyses the details of which are presented in articles B2-2 and B2-3, as well as expenses related to travel costs (flight, vehicle rental, fuel, accommodation expenses and meals, the details of which are presented in article B2-4.	\$ _____
TOTAL - ARTICLE B2-1		\$ _____

Breakdown of firm-price fees: the bidder must complete the Firm Prices Spread Sheet attached after Annex B.

ARTICLE B2-2, Firm hourly rates

Item	Description	Unit	Estimated quantity (Note 1)	Firm unit prices	Total estimated cost
FIELD WORK FEES					
B2-2.1a	Officer in charge of field activities (intermediate technician)	hours	40	\$ _____	\$ _____
B2-2.1b	Overtime - Officer in charge of field activities	hours	10	\$ _____	\$ _____
B2-2.2a	Support for field activities (junior technician)	hours	20	\$ _____	\$ _____
B2-2.2b	Overtime - Support for field activities	hours	5	\$ _____	\$ _____
TOTAL - ARTICLE B2-2					Total estimated price for field work fees (excluding applicable taxes)
					\$ _____

Note 1: Estimated quantity for bidding purposes. This quantity will be adjusted according to field observations. Quantities must be approved in advance by the project authority.

ARTICLE B2-3, Firm unit prices

Item	Description	Unit	Estimated quantity (Note 1)	Firm unit prices	Total estimated cost
FIELD WORK DISBURSEMENTS					

B2-3.1	Excavation equipment (mobilization/demobilization)	aggregate	1	\$	\$
B2-3.2	Power shovel operation time (trenches, excavation, backfilling, ramping, leveling)	hours	40	\$	\$
B2-3.3	Truck operation time (loading, transport, unloading of soil)	hours	4	\$	\$
B2-3.4	Disposal of contaminated soil accepted in a local authorized site	t.	20	\$	\$
B2-3.5	Supply of clean materials	t.	20	\$	\$
B2-3.6	Supply of observation wells	well	3	\$	\$
B2-3.7	Shipping of samples to laboratory	shipment	1	\$	\$
B2-3.8	Transport and disposal of blowdown and four vials in an authorized site	litre	50	\$	\$
CHEMICAL ANALYSES - SOIL - REGULAR TIME FRAME					
B2-3.9	Metals (As, Ag, Ba, Cd, Co, Cr, Cu, Sn, Mn, Mo, Ni, Se, Pb, & Zn)	unit	1	\$	\$
B2-3.10	Petroleum hydrocarbons - fraction F1-F4	unit	24	\$	\$
B2-3.11	Petroleum hydrocarbons C10-C50	unit	24	\$	\$
B2-3.12	Polycyclic aromatic hydrocarbons (PAH)	unit	24	\$	\$
B2-3.13	Monocyclic aromatic hydrocarbons (MAH)	unit	24	\$	\$
B2-3.14	PFAS (long list of 23 compounds)	unit	20	\$	\$
CHEMICAL ANALYSES - SOIL - IN-24 HOURS					
B2-3.15	Metals (As, Ag, Ba, Cd, Co, Cr, Cu, Sn, Mn, Mo, Ni, Se, Pb, & Zn)	unit	1	\$	\$
B2-3.16	Petroleum hydrocarbons - fraction F1-F4	unit	6	\$	\$
B2-3.17	Petroleum hydrocarbons C10-C50	unit	6	\$	\$
B2-3.18	Polycyclic aromatic hydrocarbons (PAH)	unit	6	\$	\$
B2-3.19	Monocyclic aromatic hydrocarbons (MAH)	unit	6	\$	\$
CHEMICAL ANALYSES - GROUNDWATER - REGULAR TIME FRAME					
B1-3.20	Metals (As, Ag, Ba, Cd, Co, Cr, Cu, Sn, Mn, Mo, Ni, Se, Pb, & Zn)	unit	1	\$	\$
B1-3.21	Petroleum hydrocarbons - fraction F1-F2	unit	18	\$	\$
B1-3.22	Petroleum hydrocarbons C10-C50	unit	18	\$	\$
B1-3.23	Polycyclic aromatic hydrocarbons (PAH)	unit	18	\$	\$
B1-3.24	Monocyclic aromatic hydrocarbons (MAH)	unit	18	\$	\$
B1-3.25	PFAS (long list of 23 compounds)	unit	9	\$	\$
B1-3.26	Total and dissolved organic carbon, alkalinity, nitrate, sulfate, iron and manganese	unit	9	\$	\$
TOTAL - ARTICLE B2-3				Total estimated price for work subject to firm unit prices (excluding applicable taxes)	\$

Note 1: Estimated quantity for bidding purposes. This quantity will be adjusted according to field observations. Quantities must be approved in advance by the project authority.

ARTICLE B2-4. Travel and living expenses (actual expenses - on submission of invoices)

Travel and living expenses will be reimbursed (with the prior approval of the departmental representative) in accordance with the Treasury Board policy in effect, up to a maximum of \$8,000.

TOTAL - ARTICLE B2-4	Total estimated price (excluding applicable taxes)	\$ 8,000
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TOTAL ESTIMATED COST - ANNEX B2:

Sum of amounts from articles B2-1, B2-2, B2-3 and B2-4

\$ _____
(excluding GST/HST)

**ANNEX B3
BID FORM**

FIRM PRICES SPREAD SHEET

(Note that this section will not appear in the final version of the contract)

Breakdown						
The bidder should provide, for information only, a breakdown of the firm prices in its bid.						
Reference	Article B1-1.1	Article B1-1.2	Article B1-1.3	Article B1-1.3	Article B1-1.3	Article B1-1.3
Description	Organization of work site and project management	Interpretation of results and deliverables	Temporary dismantling of tanks	Water management	Water management	Water management
All-inclusive firm hourly rates	Approximate number of hours ¹					
Fee 1 Project manager	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____
Fee 2 Senior project leader	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____
Fee 3 Junior professional	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____
Fee 4 Draftsperson	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____
Fee 5 Administrative staff	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____
Fee 6 Other: _____	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____
Fee 7 Other: _____	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____	hrs _____
Disb. 1 Inclusive disbursement (communication, reporting, associated expenses)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Disb. 2 Disbursement for displacement and replacement of tanks	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
SUBTOTAL PER ACTIVITY (bring forward to article 1)						
TOTAL - Breakdown of article 1 items						
\$ _____						

Note :

¹. Depending on the activities involved, certain professionals could be assigned a nil number of hours.

**ANNEX B4
BID FORM**

FIRM PRICES SPREAD SHEET - OPTIONAL WORK

(Note that this section will not appear in the final version of the contract)

Breakdown

The bidder should provide, for information only, a breakdown of the firm prices in its bid.

Reference		Article B2-1.1	Article B2-1.2	Article B2-1.3	Article B2-1.4
Description		Firefighter training site	Phase I SEA at airport site	Groundwater monitoring, Northeast Sector	Complementary characterization R-8-1
All-inclusive firm hourly rates		Approximate number of hours ¹			
Fee 1	Project manager	hrs_____	hrs_____	hrs_____	hrs_____
Fee 2	Senior project leader	hrs_____	hrs_____	hrs_____	hrs_____
Fee 3	Junior professional	hrs_____	hrs_____	hrs_____	hrs_____
Fee 4	Draftsperson	hrs_____	hrs_____	hrs_____	hrs_____
Fee 5	Administrative staff	hrs_____	hrs_____	hrs_____	hrs_____
Fee 6	Other: _____	hrs_____	hrs_____	hrs_____	hrs_____
Fee 7	Other: _____	hrs_____	hrs_____	hrs_____	hrs_____
Disb. 1	All-inclusive disbursement (communication, reporting, associated expenses)	\$_____	\$_____	\$_____	\$_____
Disb.2	Tank removal and replacement	\$_____	\$_____	\$_____	\$_____
SUBTOTALS PER ACTIVITY (bring forward to article 1)		\$_____	\$_____	\$_____	\$_____
TOTAL - Breakdown of article 1 items		\$_____	\$_____	\$_____	\$_____

Note:

1. Depending on the activities involved, certain professionals could be assigned a nil number of hours.

ANNEX B

BID FORM - COST BALANCE SHEET

Item	Description	ANNEX B1	ANNEX B2 - OPTIONAL WORK
Art. 1	Firm price (project management)	B1-1: \$ _____	B2-1: \$ _____
Art. 2	Firm hourly rates (work site personnel)	B1-2: \$ _____	B2-2: \$ _____
Art. 3	Firm unit prices for field work and other work	B1-3: \$ _____	B2-3: \$ _____
Art. 4	Travel and living expenses	B1-4: \$ <u>20,000</u>	B2-4: \$ <u>8,000</u>
TOTAL PER ANNEX (excluding taxes) *Only the total amount for Annex B1 will be considered. Optional work (Annex B2) will not be part of the contract amount.		B1*: \$ _____	B2: \$ _____
GRAND TOTAL (excluding taxes)		\$ _____	

APPENDIX 2 - INTEGRITY PROVISIONS

(Text copied from the Ineligibility and Suspension Policy <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All Bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- Bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- Bidders Bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- Bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of Bids or Offers is completed, or has not been received in a procurement process or real property transaction where no Bid/Offer will be submitted, the Contracting Authority will inform the Bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a Bid or Offer non-responsive, or the Bidder otherwise disqualified for award of a contract or real property agreement.

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
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. 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 at 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 B.

Name: _____

Signature: _____

Company Name: _____

Company Legal Name: _____

Solicitation Number: _____

Number of company employees: _____

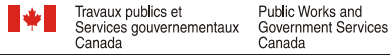
Number of apprentices planned to be working on this contract: _____

Trades of those apprentices:

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

CERTIFICATE OF INSURANCE

Page 1 of 2



Description and Location of Work Environmental remediation work and environmental characterization work Kuujuaq, Quebec	Contract No. EF928-190074
	Project No. R.002878.001

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
------------------------------	-----------------------	------	----------	-------------

Additional Insured
Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
Builder's Risk / Installation Floater				\$		
Pollution Liability				\$		Aggregate
				<input type="checkbox"/> Per Incident		\$
				<input type="checkbox"/> Per Occurrence		

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 days' 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.

Builder's Risk / Installation Floater

The insurance coverage provided must not be less than that provided by the latest edition of IBC Forms 4042 and 4047.

The policy must permit use and occupancy of any of the projects, or any part thereof, where such use and occupancy is for the purposes for which a project is intended upon completion.

The policy may exclude or be endorsed to exclude coverage for loss or damage caused by asbestos, fungi or spores, cyber and terrorism.

The policy must have a limit that is **not less than the sum of the contract value** plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by Canada at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy must be changed to reflect the revised contract value.

The policy must provide that the proceeds thereof are payable to Canada or as Canada may direct in accordance with GC10.2, "Insurance Proceeds" (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>).

Contractors Pollution Liability

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

ANNEX C – SET-ASIDE UNDER THE FEDERAL GOVERNMENT’S PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS (PSAB)

This procurement initiative is reserved for beneficiaries of the following Comprehensive Land Claims Agreement (CLCA) titled the James Bay and Northern Quebec Agreement (JBNQA) as defined in chapter 28, clauses 28.10.3 and chapter 29, clause 29.0.31 of this Agreement.

This procurement initiative is excluded from international trade agreements under the provisions each agreement has set for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement on Internal Trade (CFTA), the CFTA does not apply to this procurement process.

This procurement initiative is reserved for individuals defined as "Inuit", as defined in chapter 3 of the JBNQA (paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6). In respect to aboriginal Inuit business, they must be located to the north of the 55th parallel, as described in chapter 6 of the JBNQA. Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see annex C of the present document), understood here as aboriginal Inuit businesses.

The request conforms to Contracting policy 2008-4 of the Treasury Board which states that it is required, in the case of projects in the specified areas, to make use of invitation to tender with an integral respect to Canada's obligations, namely conducting acquisitions in a way that creates opportunities for the aboriginal groups represented within the framework of the JBNQA.

However, if it occurred that the offer submitted by a targeted group did not adequately respond to the requirements of the request or was deemed to be above the estimated cost of the project according to a judicious evaluation of the budget, a generalized call for tenders might be required.

The "Certification Requirements for the Set-Aside Program for Aboriginal Business" is contained in Appendix "C" entitled "Requirements for the Set-Aside Program for Aboriginal Business", and this certification shall be submitted with the proposal. It is a precondition for the submission to be declared valid that this certification be accurately completed. Failure to complete and submit the Certification with the proposal shall render the proposal non-compliant.

By executing the certification, the Bidder represents and warrants that it is an Aboriginal business as defined in the Set-Aside Program for Aboriginal Business.

The Bidder acknowledges that the PWGSC relies upon such representation and warranty to evaluate bids and shall rely upon such representation and warranty to enter into any contract resulting from this request. Such representation and warranty of the certification may be verified in such manner as PWGSC may reasonably require.

Should a verification by PWGSC disclose a breach of such representation and warranty, PWGSC shall have the right to disqualify the bid or to treat any contract resulting from this bid as being in default and render it subject

SET-ASIDE UNDER THE PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS / CERTIFICATION

Bidders must submit the following duly completed certifications as part of their proposal.

Aboriginal Business Certification

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. The Aboriginal business has fewer than six full-time employees.
OR
 - ii. The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

The term «Aboriginal» in the context of this tender call is interpreted as «Inuit»

Requirements for the Set-aside Program for Aboriginal Business (Supply manual Annex .4)

1. Who is eligible?
 - a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organizationin which Aboriginal persons have at least 51 percent ownership and control,
OR
 - b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.
2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?
Yes
 - a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.

- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
- i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii. will, upon request, provide evidence that it meets the eligibility criteria;
 - iii. is willing to be audited regarding the certification; and
 - iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.
- See Standard Acquisition Clauses and Conditions (SACC) Manual clauses [A3000T](#) , [M9030T](#) or [S3035T](#), as appropriate.
3. How must the business prove that it meets the requirements?
- a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
 - b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.
4. What evidence may be required from the business?
- a. Ownership and control
 - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
 - ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
 - b. Employment and employees
 - i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses [A3001T](#), [M3030T](#) or [S3036T](#), as appropriate.
 - ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
 - iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

- iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.
5. Subcontracts
 - a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
 - b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.
6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?
 - a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
 - b. Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;
- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;
- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements.

ANNEX "D" PROJECT FORM**TYPE FORM FOR PRESENTATION OF PRIOR PROJECTS**

Previous project number :				
Project applicable to Field(s) of Expertise :	<input type="checkbox"/> Phase I ESA study	<input type="checkbox"/> Phase II or II ESA study	<input type="checkbox"/> Environmental remediation works	
Name of project :				
Location of project :				
Name of firm :				
The firm was :			<input type="checkbox"/> Main Firm	<input type="checkbox"/> Part of a Joint-Venture
If part of a Joint-Venture :	Name of partner(s) :			
	Responsibilities of firm (must be sufficiently detailed to provide understanding of the relationship between the description of the previous project and the extent of the firm's involvement, as well as the relationship to this project)			
Description of project (must be sufficiently detailed to provide an understanding of the exact nature of the project and the services to be performed) :				
Service performance: the Proponent must specify whether the services for which it is or was responsible were performed or whether they have not yet been performed, and why :				
Initial budget :			Final Budget :	
Reason for difference in final budget :				
Project start date (month/year) :	Project end date (month/year) :	If an incomplete multi-year project, date of first year completed (month/year) :		
Reason for not meeting deadline :				

Relevance of project to this project (must be sufficiently detailed to provide an understanding of the relationship to the services required in this project) :

Name(s) of mandatory key personnel proposed for this project who were also part of the team assigned to the previous project, including their duties and responsibilities (must be sufficiently detailed to provide an understanding of the relationships to the positions and responsibilities assigned to these individuals for this project) :

Client name, address and daytime telephone number (updated) :

Note: PWGSC reserves the right to verify the information provided in project description