



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

Alberta

NA

Bid Fax: (418) 566-6167

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

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
Canada Place/Place du Canada
10th Floor/10e étage
9700 Jasper Ave/9700 ave Jasper
Edmonton
Alberta
T5J 4C3

Title - Sujet Rayrock Remediation Project Rayrock Remediation Project	
Solicitation No. - N° de l'invitation EW699-220778/B	Date 2021-09-22
Client Reference No. - N° de référence du client PCC-EW699-220778	
GETS Reference No. - N° de référence de SEAG PW-\$NCS-003-12159	
File No. - N° de dossier NCS-1-44063 (003)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Mountain Daylight Saving Time MDT on - le 2021-11-02 Heure Avancée des Rocheuses HAR	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bilous, Isabelle	Buyer Id - Id de l'acheteur ncs003
Telephone No. - N° de téléphone (780) 782-8714 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5101-50TH AVENUE PO BOX 518 YELLOWKNIFE Northwest Territories X1A2N4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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

RETURN BIDS TO:

**Bid Receiving - Public Services and Procurement Canada
Canada Place
10th Floor, 9700 Jasper Ave
Edmonton, Alberta
T5J 4C3**

Due to the impacts of the COVID-19 pandemic and to encourage physical distancing, the bid receiving unit in Edmonton will remain open but with limited staff and limited hours: Monday and Thursday 9 am to 11 am and Tuesday 9 am to 2 pm (local time).

Due to limited staff available, bidders are strongly encouraged to transmit their bids electronically using the epost Connect service instead of any of the other methods of bid delivery that are available should the solicitation allow.

Please monitor Buyandsell.gc.ca closely as changes to bid closing dates may be necessary.

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 site indicated above run the risk of not receiving a complete package.

REQUEST FOR PROPOSAL (RFP)

Rayrock Remediation Project
Rayrock Mine, NT
Project No: R.057572.025

IMPORTANT NOTICE TO BIDDERS

THIS PROCUREMENT IS SUBJECT TO THE TLICHO LAND CLAIMS AND SELF-GOVERNMENT AGREEMENT.

THIS PROCUREMENT CONTAINS MANDATORY REQUIREMENTS, INCLUDING TECHNICAL AND INDIGENOUS OPPORTUNITY CONSIDERATIONS (IOC) CRITERIA.

THE PHASED BID COMPLIANCE PROCESS (PBCP) APPLIES TO THIS REQUIREMENT.

A Fairness Monitor has been engaged as part of the procurement process.

SI08 Late submissions has been added

SI16 Rights of Canada has been added

GI08 of R2710T has changed, see SI06 Bid Security Requirements.

GI09 of R2710T has changed, see SI07 Submission of Bid

GC9.2.2 of R2890D has changed, see SC03 Types and Amounts of Contract Security

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI07 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>

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>

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Solicitation No. - N° de l'invitation
EW699-220778/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS

Client Ref. No. - N° de réf. du client
PCC-EW699-220778

File No. - N° du dossier
NCS-1-44063

CCC No./N° CCC - FMS No./N° VME

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SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01 INTRODUCTION

1. Public Works and Government Services Canada (PWGSC) intends to retain a Contractor to provide construction services for the project as set out in this Request for Proposal (RFP).
2. Bidders responding to this RFP are requested to submit a full and complete quotation refer to SI07 'Submission of Bid'.

SI02 BID DOCUMENTS

1. The following are the Bid Documents:
 - a. Request for Proposal - Page 1;
 - b. Special Instructions to Bidders;
 - c. General Instructions - Construction Services - Bid Security Requirements R2710T (2020-05-28)
 - 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 Request for Proposal - Page 1 or at e-mail address isabelle.bilous@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 **ten** calendar 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 OPTIONAL SITE VISIT

1. There will be a site visit on October 7, 2021 at 07:00. Interested bidders are to meet at Air Tindi Float Base, 23 Mitchell Drive, Yellowknife, NT.

Bidders must communicate with the Contracting Authority by 2:00 PM MT on September 29, 2021 to confirm attendance and provide the names of the person who will attend. Please e-mail isabelle.bilous@pwgsc-tpsgc.gc.ca or call 780-782-8714 to register.

2. **Due to limited space, each bidder attending will be limited to one (1) representative for the site visit. ONCE THE MAXIMUM CAPACITY OF 14 HAS BEEN REACHED, ADDITIONAL BIDDER REGISTRATION WILL NOT BE ACCEPTED.**

Non-registered bidders may not be eligible for the site visit.

3. Bidders are responsible for knowing and following provincial and territorial public health orders.
4. **Safety Attire** - It is mandatory that all persons attending the site visit have the proper personal protection equipment (CSA approved eye protection, CSA approved footwear with sufficient ankle height to provide lateral support for walking over uneven terrain, and high visibility vests etc.). Contractor's personnel/individuals who do not have the proper safety attire may be denied access to the site.

All travel and living costs associated with travel to the site for the purpose of attending the Site Visit will be borne by the Contractor or their representative.
5. There is a possibility that due to unforeseen circumstances, such as weather conditions or changing public health orders, the site visit may be cancelled.
6. It is the responsibility of the attendees to bring their own food and water on the site visit, food and water will NOT be provided.

SI05 MANDATORY BIDDERS' CONFERENCE

A MANDATORY bidders' conference will be held via Microsoft Teams and teleconference on October 12, 2021. The conference will begin at 10:00 AM MT and will be approximately 2 hours in length. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered.

The bidders' conference for this project is **MANDATORY**. Due to the complex nature of the requirement and some of the unique aspects that bidders must take into consideration, the bidders' conference is mandatory.

Attendance will be taken and Bids submitted by Bidders who were not in attendance will be rejected.

Bidders may send more than one representative to attend the bidders' conference.

Bidders are requested to communicate with the Contracting Authority at isabelle.bilous@pwgsc-tpsgc.gc.ca before the conference to confirm attendance and to obtain the meeting details. 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 2:00 PM MT October 5, 2021.

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 BE PRECLUDED from submitting a bid.**

SI06 BID SECURITY REQUIREMENTS

R2710T - General Instructions - Construction Services - Bid Security Requirements is modified as follow:

Delete GI08.2 and replace with the following:

2. A bid bond (form PWGSC-TPSGC 504) shall be in an approved form, properly completed, with valid and enforceable signatures and sealed by the approved bonding company whose bonds are acceptable to Canada either at the time of solicitation closing or as identified in Treasury Board Appendix L, Acceptable Bonding Companies.
 - 2.1 A bid bond may be submitted in an electronic format (Electronic Bonding (E-Bond)) if it meets the following criteria:
 - a. The version submitted by the Bidder must be an electronic encrypted file with embedded digital certificate verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
 - c. The verification may be conducted by Canada immediately or at any time during the life of the Bond and at the discretion of Canada.

- d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 2.1.a.
- e. Submitting copies (**non-original or non-verifiable**) of signed and sealed bid bond are not acceptable. Failure to submit an original or verifiable bond will render the bid non-compliant. Non-compliant bids will be given no further consideration. A scanned copy of a bond does not constitute a digital bond.

2.2 Bonds failing the verification process will NOT be considered to be valid.

2.3 Bonds passing the verification process will be treated as original and authentic.

SI07 SUBMISSION OF BID

Section GI09 of R2710T is replaced by the following:

1. Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder.
 2. It is the Bidder's responsibility to:
 - a. submit a bid, duly completed, in the format requested, on or before the solicitation closing date and time set;
 - b. in the case of submission by epost Connect, see instructions in SI07.2.ii below.
 - c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
 - d. ensure that the Bidder's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the submission containing the Bid; and
 - e. provide a comprehensive and sufficiently detailed bid that will permit a complete evaluation in accordance with the criteria set out in this RFP.
 - f. send bid only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation, either by delivering a hard copy or electronic ePost Connect submission as follows:
 - i. **HARD COPY Bid Submission**
In the case of submission of a hard copy proposal, send its proposal only to:

Bid Receiving Public Services and Procurement Canada
Canada Place
10th Floor, 9700 Jasper Ave
Edmonton, Alberta
T5J 4C3
 - ii. **ELECTRONIC Bid Submission by epost Connect service**
 - a. Unless specified otherwise in the solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - b. The only acceptable email address to use with epost Connect for responses to solicitation issued by PWGSC is:

ROReceptionSoumissions.WRBidReceiving@tpsgc-PSPC.gc.ca
- Note:** Bids emailed directly to this email address will be rejected and deemed non-compliant. This email address is to be used to open an epost Connect conversation, as detailed in c., or to send proposals through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.
- c. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or

-
- ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
 - d. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
 - e. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least thirty (30) business days after the solicitation closing date and time.
 - f. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
 - g. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
 - h. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
 - i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the Bidder using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - j. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
 - k. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder.
3. The technical, IOC and price components of the bid must be submitted in separate sections as follows:
- a. The bid should be submitted following a "two-section" procedure of which is to include a technical and IOC bid and financial bid.
 - b. The Technical and IOC Bid, and any associated document(s), should be provided in a separate section with the following information clearly provided:
 - Section One – Technical and IOC Bid;
 - Solicitation Number; and
 - Name of Bidder.
 - Canada requests that bidders provide their Technical and IOC Bid in separate sections as follows:
 - Section I: Technical Bid (5 hard copies, which includes 1 original and 4 copies);
 - Section II: Management Organizational Bid (5 hard copies, which includes 1 original and 4 copies); and

- Section III: Indigenous Opportunity Consideration (5 hard copies, which includes 1 original and 4 copies)
- c. The Bid and Acceptance Form (BA), Bid Security and associated document(s), the Financial Bid, should be provided in a separate section with the following information clearly provided:
 - Section Two - Financial Bid;
 - Solicitation Number; and
 - Name of Bidder.
- 4. Timely and correct delivery of bids to the office designated for receipt of bids is the sole responsibility of the Bidder. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of bids are the responsibility of the Bidder.
- 5. Bids and supporting information may be submitted in either English or French.
- 6. Unless otherwise specified in the Special Instructions to Bidders:
 - a. the bid shall be in Canadian currency; and
 - b. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
- 7. The maximum number of pages (including text and graphics) for the Technical Bid (combined Section I: Technical Bid and Section II: Management and Organizational Bid) is one hundred (100) pages. One (1) page means one side of a 216mm x 279mm (8.5"x11") sheet of paper. 279mm x 432mm (11"x17") fold-out sheets for spreadsheets, schedules, organization charts, etc. will be counted as two pages.

The following format should be implemented when preparing the bid:

- Font size – minimum 10 pt. Times New Roman or equivalent size on all documents including spreadsheets, schedules, organization charts, etc.
- Margin widths – minimum 12 mm

The following are not part of the page limitation mentioned herein:

- Covering letter
- Table of Contents
- Front page of the RFP
- Front page of revision(s) to the RFP
- Section dividers
- Schedule (Gantt Chart) requested in Section I: Technical Criteria Item 1.5
- Resumes requested in Section II: Management and Organization Criteria Item 2.3
- Organizational Chart requested in Section II: Management and Organizational Criteria Item 2.4
- Section III: Indigenous Opportunities Considerations Bid
- Financial Bid including Bid and Acceptance Form (BA), Combined Price Form, Bid Security and associated document(s)

Consequence of non-compliance: any pages which extend beyond the page limitation and any other attachments will be extracted from the bid and will not be forwarded to the Evaluation Board for evaluation.

- 8. 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.

SI08 LATE SUBMISSIONS

1. PWGSC will return or delete bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in SI07.2. For late bids submitted using means other than the Canada Post Corporation's epost Connect service, the physical bid will be returned. For bids submitted electronically, the late bid will be deleted. As an example, bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using epost Connect.
2. A bid delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the Bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed bids.
 - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;that clearly indicates that the bid was sent the day before the solicitation closing date.
 - b. The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the bid was sent before the solicitation closing date and time.
3. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by PWGSC.
4. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

SI09 REVISION OF BID

A bid may be revised by letter, epost Connect or facsimile in accordance with GI10 of R2710T.

The facsimile number for receipt of revisions is (418) 566-6167.

Revisions shall be enclosed and sealed in an envelope (if applicable) with the following information clearly printed or typed on the face of the envelope:

- a. REVISED Section One – Technical and IOC Bid and/or REVISED Section Two - Financial Bid,
- b. Solicitation Number, and
- c. Name of Bidder

SI10 PHASED BID COMPLIANCE PROCESS

1. (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, 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 PBCP 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 A COMPLIANCE ASSESSMENT REPORT (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) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. 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. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2020-05-28) 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 Notice or 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. (2018-03-13) 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 the Department of Public Works and Government Services.
- (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, whose 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. (2018-03-13) Phase II: Technical and IOC Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical and IOC Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical and IOC Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical and IOC criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical and IOC criteria that are not identified in the solicitation as being subject to the PBCP, 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) The revisions should be clearly identified in track changes mode to clearly identify the revisions to the original submission. The deleted portions of the track changes will not count towards the overall page limit. However, the page limit is still applicable.
- (h) 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 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.
- (i) 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.
- (j) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4. (2018-03-13) 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.

5. (2017-07-31) Mandatory Technical and IOC Criteria**Technical**

ITEM	Criterion	Available Points	Pass Mark	PBCP
1.0	Technical Bid	200		
1.1	Project Understanding	20	12 (60%)	PB
1.2	Mobilization, Demobilization, Equipment and Logistical Considerations	10	5 (50%)	PB
1.3	Work Plan	130	91 (70%)	PB
1.4	Health, Safety and Environment	20	12 (60%)	PB
1.5	Schedule	20	10 (50%)	PB
2.0	Management and Organization Bid	200		
2.1	Company/Joint Venture Qualifications and Experience	15	7.5 (50%)	PB
2.2	Project Examples and Client References	30	15 (50%)	PB
2.3	Qualifications of Key Individuals	135	94.5 (70%)	PB
2.4	Organization Chart	20	10 (50%)	PB

Indigenous Opportunities Considerations

ITEM	Criterion	Available Points	Pass Mark	PBCP
3.0	Indigenous Opportunities Considerations Bid	100	30	PB
3.1	Office Presence	10	-	
3.2	Tłjchq General Labour	10	6 (30%)	
3.3	Tłjchq Skilled Labour	10		
3.4	Tłjchq Labour – Supporting Documentation	10	-	
3.5	Tłjchq Contracting	25	5 (20%)	
3.6	Tłjchq Contracting – Supporting Documentation	15	-	
3.7	Tłjchq Short-Term Training and Skills Development	5	-	
3.8	Tłjchq Long-Term Training and Skills Development	5	-	
3.9	Tłjchq Training and Skills Development – Supporting Documentation	10	-	
3.10	Record of Engagement Log	Pass/Fail		PB

The Phased Bid Compliance Process will apply only to mandatory Technical and Indigenous Opportunity Considerations criteria identified by the superscript ^(PB). Mandatory Technical and Indigenous Opportunity Considerations criteria not identified by the superscript ^(PB) will not be subject to the Phased Bid Compliance Process.

6. Point Rated Technical and IOC Criteria

Refer to Appendix 4 – Qualification Form.

SI11 OVERVIEW OF OPENING OF BIDS / BID SELECTION AND EVALUATION PROCEDURES

The following is an overview of the opening of the bids and the selection and evaluation procedures.

A. BID

- Bidders submit the "technical" component of their proposal in one section and the proposed price of the services (price proposal) in a second section in accordance with the instructions contained in the proposal documents.
- The information that Bidders are required to provide is set out in detail elsewhere in the RFP.

B. Bid Opening, Selection and Evaluation Procedure:

1. There will be no Public opening.
2. Bid Opening, Selection and Evaluation Procedure;
 - a. Section Two - Financial Bid will be opened by PSPC only and evaluated for completeness. The steps indicated as per Phase 1 of the Phased Bid Compliance Process will be followed.
 - b. Section One - Technical and IOC Bid will be opened privately. This envelope will be opened first to evaluate the submittal requirements. Requirements will be evaluated on a pass or fail basis and points rated basis. The steps indicated as per Phases II and III of the Phased Bid Compliance Process will be followed. Failure to meet any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
 - c. Section Two - Financial Bid: The Financial Bid will be a two part submission. Only those envelopes from Bidders that meet the mandatory requirements of the Technical and IOC Bid following the Phased Bid Compliance Process shall be evaluated. The bid security component of the Financial Bid will be evaluated against the mandatory requirements, failure to comply with any or all of the mandatory requirement(s) will render the bid non-compliant and no other consideration will be given to the bid.
3. The responsive bid carrying the highest ranking of technical, IOC, and financial merit will be recommended for contract award.
4. Bid results may be obtained from the Contracting Authority named on the cover page of the Request for Proposal following completed evaluation.

SI12 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.

SI13 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 highest ranking of technical, IOC, and financial merit.

SI14 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.

SI15 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 solicitation.

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

SI16 RIGHTS OF CANADA

1. Canada reserves the right to:
 - a. Reject any or all bids received in response to the bid solicitation;
 - b. Enter into negotiations with bidders on any or all aspects of their bids;
 - c. Accept any bid in whole or in part without negotiations;
 - d. Cancel the bid solicitation at any time;
 - e. Reissue the bid solicitation;
 - f. If no compliant bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and
 - g. Negotiate with the sole compliant Bidder to ensure best value to Canada.

SI17 CONSTRUCTION DOCUMENTS

The successful Contractor will be provided with one electronic copy 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.

SI18 WSCC AND SAFETY PROGRAM

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1. a Workers' Safety and Compensation Commission Claims Cost Summary - *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
 - 1.2. a Workers' Safety and Compensation Commission Claims Experience Report – *Northwest Territories & Nunavut*, or equivalent documentation from another jurisdiction;
 - 1.3. 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
 - 1.4. 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.

SI19 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCA)

This procurement is subject to the Tłıchq Land Claims and Self-Government Agreement.

In this requirement, it is mandatory for Bidders to include the Indigenous Opportunity Considerations (IOC) as part of their proposal. See Appendix 5 – Qualification Form for more information.

Bidders are requested to maximize Tłıchq employment, subcontracting and on-the-job training opportunities, and involve Tłıchq citizens and businesses, in carrying out the work under this project.

The CLCA 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 Indigenous Opportunity Considerations (IOC), and bidders propose Indigenous opportunities in their bid submission.

The proposed requirement is subject to the Tłıchq Land Claims and Self-Government Agreement. The requirements of the Tłıchq Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tłıchq Land Claims and Self-Government Agreement, clauses 26.3, 26.3.1 (a).

<https://www.rcaanc-cirnac.gc.ca/eng/1292948193972/1543262085000#chp26>

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mq̓whì Gogha Dè Nı̄łtłèè (MGD) (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

“Tłıchq entity” means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

- a) a corporation with more than 50 percent of the corporation’s voting shares beneficially owned by Tłıchq Citizens or the Tłıchq Government;
- b) a co-operative controlled by Tłıchq Citizens or the Tłıchq Government;
- c) a sole proprietorship operated by a Tłıchq Citizen; or
- d) a partnership in which at least 50 percent of the partners are Tłıchq Citizens or the Tłıchq Government

A “Tłıchq Citizen” is a beneficiary to the Tłıchq Agreement, whose name is on the Tłıchq Citizens Register, and is defined in the Agreement to be a person who is:

- a) A “Tłıchq person” or meets the conditions of the “community acceptance” process set out in the Tłıchq constitution;
- b) A Canadian citizen, or a permanent resident of Canada, or is Tłıchq and as a result of adoption became a citizen of a country other than Canada;
- c) Is not enrolled under a different land claims agreement.

SI20 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, in which case they are requested to complete Appendix 6. 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. 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.

SI21 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.

SI22 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 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>

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>

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	(2019-11-28);
GC4	Protective Measures	R2840D	(2008-05-12);
GC5	Terms of Payment	R2850D	(2019-11-28);
GC6	Delays and Changes in the Work	R2860D	(2019-05-30);
GC7	Default, Suspension or Termination of Contract	R2870D	(2018-06-21);
GC8	Dispute Resolution	R2882D	(2019-11-28);
GC9	Contract Security	R2890D	(2018-06-21);
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 acceptance of the bid;
 - h. Any amendment or variation of the contract documents that is made in accordance with the General Conditions; and
 - i. The Contractor's technical and IOC proposals.
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 TYPES AND AMOUNTS OF CONTRACT SECURITY

GC9.2.2 is deleted and replaced with the following:

A performance bond (form PWGSC-TPSGC 505) and a labour and material payment bond (form PWGSC-TPSGC 506) referred to in subparagraph 1)(a) of GC9.2 shall be in a form and be issued by a bonding or surety company (see Treasury Board Appendix L, Acceptable Bonding Companies) that is approved by Canada. They can be in the form of Signed and Sealed paper version OR electronic digital version.

Electronic digital versions must meet the following;

- 1. A performance bond and a labour and material payment bond may be submitted in an electronic or digital format if it meets the following criteria:

- 1.1. The versions submitted by the Contractor must be verifiable by Canada with respect to the totality and wholeness of the bonds form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
 - 1.2. The versions submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file. Allowable formats include pdf.
 - 1.3. The verification may be conducted by Canada immediately or at any time during the life of the bonds and at the discretion of Canada with no requirement for passwords or fees.
 - 1.4. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 1.1.
2. Bonds failing the verification process will NOT be considered to be valid.

SC04 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.

SC05 WORKPLACE HEALTH AND SAFETY

1. EMPLOYER/PRINCIPAL CONTRACTOR
 - 1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories and 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 WSCC or WSCC Clearances. Those queries must be directed specifically to the WSCC, and where the WSCC has both a Labour and Compensation component, WSCC issues must be directed to the Compensation/Employer Services sections.

NORTHWEST TERRITORIES

Workers' Safety and Compensation Commission
Northwest Territories and Nunavut
Prevention Services
Box 8888
Yellowknife, NT, X1A 2R3
Attention: Chief Industrial Safety Officer
Telephone: (867) 669- 4403
Facsimile: (867) 873- 0262

DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

SC06 COMPREHENSIVE LAND CLAIMS AGREEMENT

This procurement is subject to the Tłıchq Land Claims and Self-Government Agreement.

Contractors are requested to maximize Tłıchq employment, subcontracting and on-the-job training opportunities, and involve Tłıchq citizens and businesses, in carrying out the work under this project.

The CLCA 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 Indigenous Opportunity Considerations (IOC), and bidders propose Indigenous opportunities in their bid submission.

The proposed requirement is subject to the Tłıchq Land Claims and Self-Government Agreement. The requirements of the Tłıchq Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tłıchq Land Claims and Self-Government Agreement, clauses 26.3, 26.3.1 (a).

<https://www.rcaanc-cirnac.gc.ca/eng/1292948193972/1543262085000#chp26>

26.3 GOVERNMENT EMPLOYMENT AND CONTRACTS

26.3.1 Where government carries out public activities wholly or partly in Mqwhì Gogha Dè Nı̨łtłèè (MGD) (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities, (a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems

For purposes of interpretation:

"Tłıchq entity" means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

- a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tłıchq Citizens or the Tłıchq Government;
- b) a co-operative controlled by Tłıchq Citizens or the Tłıchq Government;
- c) a sole proprietorship operated by a Tłıchq Citizen; or
- d) a partnership in which at least 50 percent of the partners are Tłıchq Citizens or the Tłıchq Government

A "Tłıchq Citizen" is a beneficiary to the Tłıchq Agreement, whose name is on the Tłıchq Citizens Register, and is defined in the Agreement to be a person who is:

- a) A "Tłıchq person" or meets the conditions of the "community acceptance" process set out in the Tłıchq constitution;
- b) A Canadian citizen, or a permanent resident of Canada, or is Tłıchq and as a result of adoption became a citizen of a country other than Canada;
- c) Is not enrolled under a different land claims agreement.

SC07 PERFORMANCE EVALUATION - CONTRACT

R2810D – General Condition (GC) 1 – General Provisions – Construction Services GC1.22 is modified to include the following:

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>

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:

- i. The Contractor's technical and IOC proposals.

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.

SC11 CONTAMINATED SITE CONDITIONS

R2840D GC4.4 is deleted and replaced with the following:

1. For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
2. For the purposes of applicable legislation including that related to toxic and hazardous substances, Canada shall be deemed to be the Owner of the site with respect to existing conditions.
3. To the extent of the site contamination and methods of remediation are/or will be specifically outlined in the contract or construction work packages. The Contractor shall conduct its operations in a safe and diligent manner.
4. Should site conditions vary from what could be reasonably expected or the remediation methods specified and reasonably undertaken, not produce the desired results and if the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall
 - a. take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
 - b. immediately notify Canada of the circumstances in writing; and
 - c. take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
5. Upon receipt of a notification from the Contractor, Canada shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of Canada's determination.
6. If the Contractor's services are required by Canada, the Contractor shall follow the direction of Canada with regard to any excavation, treatment, removal and disposal of any polluting substance or material.

7. Canada, at Canada's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
8. Except as may be otherwise provided for in the Contract, the provisions of GC6.4, "Determination of Price", shall apply to any additional work made necessary because of a contaminated site condition.

SC12 PROGRESS PAYMENT DOCUMENTATION

R2850D General Condition 5 – Terms of Payment, GC5.4.1 is deleted and replaced with the following:

1. On the expiration of a monthly payment period, the Contractor shall deliver to Canada
 - a. A written progress claim in a form acceptable to Canada that fully describes the Contractor's Indigenous Opportunity Considerations achievements, including supporting documentation as described in Annex "C" IOC Reporting and Incentive/Penalty Conditions, any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period, and
 - b. A completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Rayrock Remediation Project
Rayrock Mine, NT
Project No: R.057572.025

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:					
Operating Name (if any):					
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 no later than March 15, 2025.

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

- The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
- 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.
- The successful bidder will be required to complete the Lump Sum Breakdown table and Balance of Project cost table in Appendices 1A and 1B upon request of the Contracting Authority. The submission will be a condition precedent to award.

LUMP SUM

The Lump Sum Amount designates Work to which a Lump Sum Arrangement applies.

- Work included in the Lump Sum Amount represents all work not included in the unit price table.
- Prior to contract award the assessed best value proponent will be required to complete the Lump Sum Cost Breakdown Tables in Appendices 1A and 1B.

LUMP SUM AMOUNT (LSA) Excluding applicable tax(s)	\$ _____
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UNIT PRICE TABLE

The Unit Price Table designates Work to which a Unit Price Arrangement applies.

- Work included in each item is as described in the referenced specification section.
- The Price per Unit shall not include any amounts for Work that is not included in that unit price item.

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(s) extra (PU)	Extended amount (EQ x PU) applicable tax(s) extra
01 29 83-1	01 29 83	Packaging, Handling and Transport of Departmental Representative's Samples to an Analytical Laboratory Depot in Yellowknife	kg	1 500	\$ _____ /kg	\$ _____
01 31 19-3	01 31 19	Inter-Season Meeting	Ea.	3	\$ _____ /ea	\$ _____
01 31 19-5	01 31 19	Monthly Progress Meetings	Ea.	40	\$ _____ /ea	\$ _____
01 3 19-6	01 31 19	Community Meetings - Behchokò	Ea.	4	\$ _____ /ea	\$ _____
01 35 29.13-2	01 35 29.13	Wildlife Monitors	Day	710	\$ _____ /day	\$ _____
01 52 00-2	01 52 00	Operation and Maintenance of Camp Services	Week	101	\$ _____ /week	\$ _____
01 52 00-3	01 52 00	Departmental Representative and Authorized Personnel Room and Board	Person-day	1 414	\$ _____ /person-day	\$ _____
01 52 00-4	01 52 00	Casual Meals – Authorized Visitors	Ea.	75	\$ _____ /ea	\$ _____

01 52 00-5	01 52 00	Departmental Representative Return Transportation to Site	Person-return trip	140	\$ _____ /person-return trip	\$ _____
01 52 00-6	01 52 00	Communication Links	Week	101	\$ _____ /week	\$ _____
01 52 00-7	01 52 00	Departmental Representative's Field Lab	Week	101	\$ _____ /week	\$ _____
01 71 00-2	01 71 00	Supply and Installation of Survey Monuments	Ea.	3	\$ _____ /ea	\$ _____
01 71 13-3	01 71 13	Camp Start Up	Ea.	4	\$ _____ /ea	\$ _____
01 71 13-4	01 71 13	Camp Winterization	Ea.	4	\$ _____ /ea	\$ _____
02 41 23-1	02 41 23	Surface Debris Removal – Rayrock	t	55	\$ _____ /t	\$ _____
02 41 23-2	02 41 23	Surface Debris Removal – Sun Main	t	50	\$ _____ /t	\$ _____
02 41 23-3	02 41 23	Surface Debris Removal – Barge Landing	t	6	\$ _____ /t	\$ _____
02 41 23-4	02 41 23	Surface Debris Removal – Powerline	t	3	\$ _____ /t	\$ _____
02 41 23-5	02 41 23	Power Pole Removal - Powerline	Per Pole	55	\$ _____ /pole	\$ _____
02 50 00-1	02 50 00	Excavation and Relocation of Contaminated Material – Barge Landing	m ³	35	\$ _____ /m ³	\$ _____
02 50 00-2	02 50 00	Excavation and Relocation of Contaminated Material – Rayrock	m ³	36 100	\$ _____ /m ³	\$ _____
02 50 00-3	02 50 00	Excavation and Relocation of Contaminated Material – Sun Main (BP1, BP2, BP3, BP4, WR2, WR3 and MISC.)	m ³	20	\$ _____ /m ³	\$ _____
02 50 00-4	02 50 00	Excavation and Compaction of Contaminated Material - Sun Main (WR1 Stockpile)	m ³	1 500	\$ _____ /m ³	\$ _____
02 50 00-6	02 50 00	Supply of Contaminated Material Containers	m ³	45	\$ _____ /m ³	\$ _____
02 81 00-1	02 81 00	Hazardous Material Removal – Rayrock	t	50	\$ _____ /t	\$ _____
02 81 00-3	02 81 00	Supply of Hazardous Material Containers	m ³	5	\$ _____ /m ³	\$ _____

03 05 11-1	03 05 11	Engineered Caps – Rayrock – Vents	Ea.	5	\$ _____ /ea	\$ _____
03 05 11-2	03 05 11	Engineered Caps – Sun Main – Shaft	Ea.	1	\$ _____ /ea	\$ _____
03 05 11-3	03 05 11	Engineered Site Protection Slab – REX	m ²	11	\$ _____ /m ²	\$ _____
03 05 11-4	03 05 11	Engineered Site Protection Slabs - Sun Main Site - BP1, BP2, and BP3	m ²	90	\$ _____ /m ²	\$ _____
31 05 19.11-1	31 05 19.11	Supply and Installation of Geocomposites	m ²	26 700	\$ _____ /m ²	\$ _____
31 05 19.14-1	31 05 19.14	Supply of Geotextile Tubes	Ea.	22	\$ _____ /ea	\$ _____
31 05 19.14-2	31 05 19.14	Installation of Geotextile Tubes	Ea.	19	\$ _____ /ea	\$ _____
31 22 13-1	31 22 13	Excavation – Rayrock - Mill Lake Basin Till	m ³	3 400	\$ _____ /m ³	\$ _____
31 22 13-2	31 22 13	Type A Granular Fill - Supply and Placement – Rayrock: CDF Construction	m ³	8 300	\$ _____ /m ³	\$ _____
31 22 13-3	31 22 13	Type B Granular Fill - Supply and Placement – Rayrock: CDF Construction	m ³	14 600	\$ _____ /m ³	\$ _____
31 22 13-4	31 22 13	Type C Granular Fill - Supply and Placement – Rayrock: CDF Construction	m ³	4 500	\$ _____ /m ³	\$ _____
31 22 13-5	31 22 13	Cohesive Soil - Supply and Placement - Rayrock: CDF Adjacent Slope Cover	m ³	1 400	\$ _____ /m ³	\$ _____
31 22 13-6	31 22 13	Type A Granular Fill – Supply and Placement – Rayrock; TCA Repairs and Ditching	m ³	200	\$ _____ /m ³	\$ _____
31 22 13-7	31 22 13	Cohesive Soil – Supply and Placement – Rayrock: TCA Repairs	m ³	2 900	\$ _____ /m ³	\$ _____
31 22 13-8	31 22 13	Cohesive Soil Stockpile - Supply and Placement - Rayrock: Stockpiles (for future repairs)	m ³	60	\$ _____ /m ³	\$ _____
31 22 13-9	31 22 13	Type A Granular Stockpile – Supply and Placement – Rayrock: Stockpiles (for future repairs)	m ³	20	\$ _____ /m ³	\$ _____

31 22 13-10	31 22 13	Type A Granular Fill - Supply and Placement – Sun Main: Waste Rock (WR1) Cover	m ³	1 600	\$ _____ /m ³	\$ _____
31 22 13-11	31 22 13	Type C Granular Fill - Supply and Placement – Sun Main: Waste Rock (WR1) Cover	m ³	700	\$ _____ /m ³	\$ _____
31 22 13-14	31 22 13	Riprap – Supply and Install - Rayrock	m ³	15	\$ _____ /m ³	\$ _____
31 23 16.26-1	31 23 16.26	Rock Excavation and Blasting - Rayrock - Mill Lake Drainage Channel	m ³	4 600	\$ _____ /m ³	\$ _____
31 23 16.26-2	31 23 16.26	Rock Excavation and Blasting - Rayrock – CDF Construction Area	m ³	30 700	\$ _____ /m ³	\$ _____
31 32 19.10-1	31 32 19.10	Non-Woven Geotextiles - Supply and Installation - Rayrock and Sun Main	m ²	28 200	\$ _____ /m ²	\$ _____
31 32 19.10-2	31 32 19.10	Erosion Control Blanket - Supply and Installation - Rayrock - Mill Lake Reclamation and TCA Repairs	m ²	79 100	\$ _____ /m ²	\$ _____
31 32 19.15-1	31 32 19.15	Geosynthetic Clay Liners (GCL) - Supply and Install - Rayrock, CDF Base Sump and Trench	m ²	800	\$ _____ /m ²	\$ _____
31 32 19.20-1	31 32 19.20	Bituminous Geomembrane (BGM) - Supply and Install-Rayrock, CDF Base, WTP Pad and Cover Liner	m ²	26 000	\$ _____ /m ²	\$ _____
31 32 19.20-2	31 32 19.20	Bituminous Geomembrane (BGM) - Supply and Install - Sun Main - Waste Rock Cover	m ²	1 500	\$ _____ /m ²	\$ _____
31 32 19.20-3	31 32 19.20	HDPE Passive Vent Pipes - Supply and Install - Rayrock - CDF Cover	Ea.	6	\$ _____ /ea	\$ _____
31 32 19.20-4	31 32 19.20	HDPE Passive Vent Pipes - Supply and Install – Sun Main - Waste Rock Cover	Ea.	3	\$ _____ /ea	\$ _____
32 92 19.16-1	32 92 19	Biotic Soil Media - Supply and Placement - Rayrock	m ²	78 100	\$ _____ /m ²	\$ _____
32 92 19.16-2	32 92 19	Wet Seed Mix - Supply and Placement - Rayrock	m ²	7 200	\$ _____ /m ²	\$ _____
32 92 19.16-3	32 92 19	Dry Seed Mix - Supply and Placement - Rayrock	m ²	71 400	\$ _____ /m ²	\$ _____

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS

Client Ref. No. - N° de réf. du client
PCC-EW699-220778

File No. - N° du dossier
NCS-1-44063

CCC No./N° CCC - FMS No./N° VME

33 46 16.10-1	33 46 16.10	HDPE Piping – Inspection and Withdrawal Riser Rayrock - CDF	m	46	\$ _____ /m	\$ _____
33 46 16.10-2	33 46 16.10	HDPE Piping – Cleanout Riser Rayrock - CDF	m	28	\$ _____ /m	\$ _____
33 46 16.10-3	33 46 16.10	HDPE Piping – Perforated Collection and Conveyance Piping Rayrock - CDF	m	84	\$ _____ /m	\$ _____
35 20 24.01-1	35 20 24.01	Sediment Removal	m ³	87 200	\$ _____ /m ³	\$ _____
44 41 13-4	44 41 13	Process Water Treatment	m ³	320 000	\$ _____ /m ³	\$ _____
TOTAL EXTENDED AMOUNT (TEA (A)) Excluding applicable taxe(s)						\$ _____

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.

- (a) 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.
- (b) Unit prices and mark-ups 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). Bidders mark-up must include any additional costs for remote work/work in the North. The Contractor will not be reimbursed for any additional costs.
- (c) Unit prices must include all costs, both direct and indirect. Overtime, if any, will be paid out at the identified unit rates.
- (d) Estimated quantities are provided for evaluation purposes only.

Item	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
P1	Labour				
1	Project Manager	hours	1000	\$ _____	\$ _____
2	Superintendent	hours	3000	\$ _____	\$ _____
3	Foreman	hours	3000	\$ _____	\$ _____
4	Radiation Safety Officer	hours	500	\$ _____	\$ _____
5	Water Treatment Specialist	hours	500	\$ _____	\$ _____
6	Health and Safety Specialist	hours	500	\$ _____	\$ _____
7	Professional Engineer	hours	500	\$ _____	\$ _____
8	Registered Occupational Hygienist	hours	500	\$ _____	\$ _____
9	EMT	hours	800	\$ _____	\$ _____
10	Heavy Equipment Operator	hours	800	\$ _____	\$ _____
11	Surveyor	hours	500	\$ _____	\$ _____
12	Mechanic	hours	1000	\$ _____	\$ _____
13	Blaster	hours	500	\$ _____	\$ _____
14	Water Treatment Plant Operator	hours	2000	\$ _____	\$ _____
15	Journeyman Tradesperson	hours	2000	\$ _____	\$ _____
16	Apprentice Tradesperson	hours	1000	\$ _____	\$ _____
17	Wildlife Monitor (c/w ATV)	hours	3000	\$ _____	\$ _____
18	Labourer	hours	6000	\$ _____	\$ _____
Total P1 Labour					\$ _____
P2	Equipment (c/w operator) 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.				
Estimated Subtotal Equipment					\$1 500 000.00
Contractor's Equipment Markup (% markup x \$1 500 000.00)				_____%	\$ _____
Total P2 Equipment					\$ _____
P3	Materials and Services Emergency Aircraft Flights, Materials, Supplies, etc. A firm fixed markup is allowed for all materials and services costs. Contractor will be reimbursed based on actual costs expended plus firm fixed markup. Contractor to retain and submit all receipts.				
Estimated Subtotal Materials and Services					\$500 000.00
Materials and Services Markup (% markup x \$500 000.00)				_____%	\$ _____
Total P3 Additional Materials					\$ _____
TOTAL EXTENDED AMOUNT (TEA (B)) Excluding applicable tax(es)					\$ _____

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PCC-EW699-220778

File No. - N° du dossier
NCS-1-44063

CCC No./N° CCC - FMS No./N° VME

LUMP SUM AMOUNT (LSA)	\$ _____
UNIT PRICE TABLE (TEA (A))	\$ _____
ADDITIONAL PERSONNEL AND/OR EQUIPMENT (TEA (B))	\$ _____
TOTAL BID AMOUNT (LSA +TEA (A) + TEA (B)) Excluding applicable taxe(s)	\$ _____

APPENDIX 1A COST BREAKDOWN TABLE

The table below is for information purposes only.

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

Item	Specification section(s)	Description	Unit	Total
BOPC-1	-	Balance of Project Costs including but not limited to: <ul style="list-style-type: none"> - Any variable Indirect costs for Overhead and Admin. - Profit - Costs for Expeditors - CGL Insurance - All Risk Insurance - WSCC costs - Business Expenses - Contractor's portion of Training Expenses - EMT - Ancillary Equipment - Service Vehicles - Supervision - Camp Support Labour - Equipment repairs and parts supply & transport 	Lump Sum	\$ _____
01 11 00-1	01 11 00	Workers Orientation Seminar	Lump Sum	\$ _____
01 11 00-2	01 11 00	Confined Disposal Facility (CDF) Construction Plan	Lump Sum	\$ _____
01 11 00-3	01 11 00	Sun Main Waste Rock Cover Construction Plan	Lump Sum	\$ _____
01 29 83-2	01 29 83	Contractor's Testing Requirements including Sampling, Transportation and Analysis at an Accredited Laboratory	Lump Sum	\$ _____
01 31 19-1	01 31 19	Pre-Construction Meeting	Lump Sum	\$ _____
01 31 19-2	01 31 19	Pre-Mobilization Site Visit	Lump Sum	\$ _____
01 31 19-4	01 31 19	Post Construction Meeting	Lump Sum	\$ _____
01 35 29.13-1	01 35 19.13	Site Specific Health and Safety Plan (SSHSP)	Lump Sum	\$ _____
01 35 43-1	01 35 43	Wildlife and Wildlife Habitat Management and Monitoring Plan	Lump Sum	\$ _____
01 35 43-2	01 35 43	Sediment and Erosion Control Plan	Lump Sum	\$ _____
01 35 43-3	01 35 43	Spill Contingency Plan	Lump Sum	\$ _____
01 35 43-4	01 35 43	Waste Management Plan	Lump Sum	\$ _____
01 35 43-5	01 35 43	Quarry Management Plan	Lump Sum	\$ _____
01 35 43-6	01 35 43	Environmental Protection Supplies	Lump Sum	\$ _____
01 52 00-1	01 52 00	Camp Supply and Start-up	Lump Sum	\$ _____
01 71 00-1	01 71 00	Survey	Lump Sum	\$ _____
01 71 00-1	01 71 13	Mobilization and Demobilization Plan	Lump Sum	\$ _____
01 71 13-2	01 71 13	Mobilization - Rayrock	Lump Sum	\$ _____
01 71 13-3	01 71 13	Mobilization – Sun Main	Lump Sum	\$ _____
01 71 13-6	01 71 13	Demobilization - Rayrock	Lump Sum	\$ _____
01 71 13-7	01 71 13	Demobilization – Sun Main	Lump Sum	\$ _____

01 71 13-8	01 71 13	Mobilization and Demobilization – REX and Barge Landing	Lump Sum	\$ _____
01 77 00-1	01 77 00	Post-Demobilization Inspection	Lump Sum	\$ _____
01 78 00-1	01 78 00	Project Record Documents	Lump Sum	\$ _____
02 00 00-1	02 00 00	Winter Road Track Survey	Lump Sum	\$ _____
02 00 00-2	02 00 00	Upgrade of Legacy Winter Road	Lump Sum	\$ _____
02 00 00-3	02 00 00	Winter Road Construction	Lump Sum	\$ _____
02 00 00-4	02 00 00	Winter Road Maintenance	Lump Sum	\$ _____
02 00 00-5	02 00 00	Installation and Maintenance of River Crossing	Lump Sum	\$ _____
02 00 00-6	02 00 00	Decommissioning of River Crossing	Lump Sum	\$ _____
02 41 16-1	02 41 16	Removal and Onsite Disposal of Concrete Foundations	Lump Sum	\$ _____
02 41 23-6	02 41 23	Unknown Debris Area Sweep	Lump Sum	\$ _____
02 50 00-5	02 50 00	Excavation and Relocation of Contaminated Material – REX (Drill Cores)	Lump Sum	\$ _____
02 81 00-2	02 81 00	Hazardous Material Removal – Barge Landing	Lump Sum	\$ _____
31 11 00-1	31 11 00	Clearing and Grubbing - Rayrock – Cohesive Soil Borrow Areas	Lump Sum	\$ _____
31 11 00-2	31 11 00	Clearing and Grubbing - Rayrock – Mill Lake	Lump Sum	\$ _____
31 11 00-3	31 11 00	Clearing – Sun Main – WR1 Waste Rock Cover	Lump Sum	\$ _____
31 11 00-4	31 11 00	Clearing and Grubbing - Miscellaneous	Lump Sum	\$ _____
31 22 13-12	31 22 13	Reclamation of Borrow Area	Lump Sum	\$ _____
31 22 13-13	31 22 13	Access Road Construction, Maintenance, Removal and Closure	Lump Sum	\$ _____
44 41 13-1	44 41 13	PWTP Design and Construction Plan	Lump Sum	\$ _____
44 41 13-2	44 41 13	PWTP Operations and Maintenance Plan	Lump Sum	\$ _____
44 41 13-3	44 41 13	PWTP Commissioning, Maintenance and Decommissioning	Lump Sum	\$ _____
		Total for Lump Sum Amount Breakdown: This dollar amount shall equal the amount provided for the Lump Sum Amount (LSA) in Appendix 1 – Combined Price Form		\$ _____

APPENDIX 1B BOPC-1 BREAKDOWN TABLE

The table below is for information purposes only.

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

Specification section(s)	Provision of Item Breakdown(s) This form is intended to provide the Contracting Authority with a breakdown of the costs included in the BOPC. It will assist in determining if the cost represents value for money and are considered "fair and reasonable". Note: Further breakdown may be requested where applicable.	Total
01 11 00	Profit General & Admin Overhead CGL insurance WSCC Contractor's portion of Training Program Miscellaneous	\$ \$ \$ \$ \$ \$
01 29 83		\$
01 31 19		\$
01 32 16.19		\$
01 33 00		\$
01 35 13.43		\$
01 35 29.13		\$
01 35 29.14		\$
01 35 43		\$
01 41 00		\$
01 45 00		\$
01 51 00		\$
01 52 00		\$
01 61 00		\$
01 71 00		\$
01 71 13		\$
01 77 00		\$
01 78 00		\$
02 00 00		\$
02 41 16		\$
02 41 23		\$
02 50 00		\$
02 81 00		\$
02 82 00.01		\$
02 83 10		\$
03 05 11		\$
31 05 16		\$
31 05 19.11		\$
31 05 19.14		\$
31 11 00		\$
31 22 13		\$
31 23 16.26		\$
31 32 19.10		\$
31 32 19.15		\$

Solicitation No. - N° de l'invitation
EW699-220778/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS

Client Ref. No. - N° de réf. du client
PCC-EW699-220778

File No. - N° du dossier
NCS-1-44063

CCC No./N° CCC - FMS No./N° VME

31 32 19.20		\$
31 52 00		\$
32 92 19.16		\$
33 46 16.10		\$
35 20 24.01		\$
44 41 13		\$
	Total for BOPC-1 Cost Breakdown This dollar amount shall equal the amount for BOPC-1 provided in Appendix 1A – Cost Breakdown Table	\$

APPENDIX 3 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 on page 2 of 2.

If you accept fill out and sign page 2 of 2

** The journeyperson-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:

APPENDIX 4 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, Indigenous Opportunity Considerations, and financial evaluation criteria.

(b) An evaluation team (PWGSC Evaluation Board) composed of representatives of Canada and a third party representative from "DXB Projects Inc.", a consultant currently providing project management support on the project, will evaluate the Technical and IOC bids. An additional third party subject matter expert from the Tłıchq community will participate in the evaluation of the IOC bids as a non-voting member.

Basis of Selection – Highest Combined Rating of Indigenous Opportunity Considerations (IOC), Technical Merit, and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for each criteria which are subject to point rating.

The rating is performed on a scale of 500 points.

2. Bids not meeting (a) or (b) and (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of IOC, technical merit, and price. The ratio will be **35%** for the IOC, **40%** for the technical merit (including Technical and Management and Organizational), and **25%** for the price.
4. To establish the IOC score, the overall IOC score for each responsive bid will be determined as follows:
 - a. Office Presence (10%)
 - b. Tłıchq Labour (General and Skilled) (30%)
 - c. Tłıchq Contracting (Prime Contractor and/or Subcontractors/Suppliers) (40%)
 - d. Tłıchq Training and Skills Development (20%)

The total number of points obtained/maximum number of points available multiplied by the percentage ratio per each of the four criterion, for a maximum total of **35%** for IOC score.

5. 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 **40%**.
6. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price multiplied by the ratio of **25%**.
7. For each responsive bid, the IOC score, the technical merit score and the pricing score will be added to determine its combined rating.
8. 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 IOC, technical merit and price will be recommended for award of a contract. In the case of a tie, the proponent submitting the lower price for the services will be selected.

The following definitions apply to all evaluation criteria:

Similar Projects/Similar in Scale/Similar in Scope are defined as having at least five (5) of the following characteristics: "Northern", remote and involving winter road construction, containment facility construction, sediment remediation, water treatment, quarrying, closure of mine openings, and non-hazardous/hazardous waste material management.

Remote is defined as having no all-season road access connected to major centers.

Northern is defined as North of 60 degrees latitude (Yukon, Northwest Territories, Nunavut).

The table below illustrates an example where three of the five bids are responsive and the selection of the contractor is determined by a ratio of 35% IOC, 40% technical merit and 25% price, respectively. The total available points equals 500 and the lowest evaluated price is \$45,000 (45).

		Bidder A	Bidder B	Bidder C	Bidder D	Bidder E
Technical Proposal Score (257 Overall Pass Mark)		320/400	275/400	300/400	350/400	250/400 Non-compliant
IOC Score (30 Overall Pass Mark)		75/100	30/100	60/100	25/100	20/100
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00	N/A	N/A
Calculations	Technical Score	$320/400 \times 40 = 32.00$	$275/400 \times 40 = 27.50$	$300/400 \times 40 = 30.00$	$350/400 \times 40 = 35.00$	$250/400 \times 40 = 25.00$
	IOC Score	$75/100 \times 35 = 26.25$	$30/100 \times 35 = 10.50$	$60/100 \times 35 = 21.00$	$25/100 \times 35 = 8.75$	$20/100 \times 35 = 7.00$
	Pricing Score	$45/55 \times 25 = 20.45$	$45/50 \times 25 = 22.50$	$45/45 \times 25 = 25.00$	N/A	N/A
Combined Rating		78.70	60.50	76.00	N/A	N/A
Overall Rating		1 st	3 rd	2 nd	N/A	N/A

Bidders D and E did not achieve the minimum pass mark for the technical proposal and were not considered any further.

Bidder A was deemed the Best Overall Proposal.

TECHNICAL PROPOSAL**Section I: Technical Criteria**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the 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.

ITEM	CATEGORY	AVAIL- ABLE POINTS	MIN. PASS MARK
1.1	<p>Project Understanding</p> <p>Describe the Bidder's interpretation of the top five success factors for the completion of the Rayrock Remediation Project.</p> <p>Describe the Bidder's interpretation of the top five risks and proposed mitigations for the Rayrock Remediation Project.</p> <p>Demonstrate an understanding of the project submission requirements following award of contract, through each stage of project delivery, as required throughout the project, and as to satisfy Authorities Having Jurisdiction. Provide a checklist, including anticipated completion dates detailing all submission requirements for the project. Reference Section 01 33 00 Submittal Procedures.</p>	20	12 (60%)
1.2	<p>Mobilization, Demobilization, Equipment and Logistical Considerations</p> <p>Demonstrate the approach for how all equipment, fuel, materials, supplies and personnel proposed for use at the sites will be transported to and from the sites. Proposals should include the following:</p> <ol style="list-style-type: none">A detailed list of equipment and supplies that will be mobilized to site, supported by photos, condition and age/hours of heavy equipment. Include details on the purposes of the equipment and the anticipated duration of its use. Include a maintenance plan for the proposed equipment and identify redundancies included in the proposed fleet.A detailed description of all air and/or overland transportation to and from the site including mobilization, demobilization, inter-site transportation and resupply transportation during active remediation. Demonstrate knowledge of winter road construction methodology.A back-up plan for mobilization/demobilization if proposed plan has limitations, with a decision framework for when back-up plan would be implemented. The back-up plan should be reasonable and minimize impact to schedule and cost.A description of fuel management, including expected volumes, types of fuel, storage and transfer, and transportation, including final demobilization. Demonstrate knowledge of how proposed fuel management satisfies applicable legislation. <p>A description of major risks/potential problems with respect to mobilization and demobilization and associated mitigations. Include the risk of a potential late start/early end to the winter road season and the associated mitigation measures.</p>	10	5 (50%)

1.3	<p>Work Plan</p> <p>Provide a detailed Work Plan to demonstrate the Bidder's approach to the project. The work plan is to describe, for each scope item, the methodology, equipment, timing/sequencing/schedule of construction (or specific reference to the Schedule provided in response to Section 1.5), operational constraints, activity-specific monitoring and mitigation details for the construction period, the contractor's quality control plan, and major risks/potential problems and associated mitigations. Reference all technical specification sections when developing the Work Plan to ensure all required items are addressed.</p> <p>The Work Plan is to include but is not limited to:</p> <ol style="list-style-type: none"> Supply, Operation and Maintenance of Camp Facilities Mill Lake CDF Construction (incl. Site Preparation and CDF Construction) Mill Lake Sediment Remediation Mill Lake Dewatering and Water Treatment Mill Lake Reclamation and Vegetation Borrow Source Development, Management and Reclamation Access Improvements Remediation of Mine Openings and Exploration Workings Remediation of Contaminated Material (incl. Waste Rock, Spilled Tailings and Other Contaminated Soil) Tailings Containment Area (TCA) and Waste Dump Repairs Sun Main Waste Rock Cover Non-Hazardous and Hazardous Waste Material Management 	130	91 (70%)
1.4	<p>Health, Safety and Environment</p> <p>Provide a Preliminary Site-Specific Health and Safety Plan to demonstrate the Bidder's understanding of the physical, chemical, radiological and environmental risks associated with the project and the health, safety and environmental considerations to be undertaken with respect to the project work.</p> <p>The Preliminary Site Specific Health and Safety Plan is to include but is not limited to:</p> <ol style="list-style-type: none"> Contractor's responsibility and authority Summary of Authorities Having Jurisdiction Site hazard inventory List of Safe Work Practices and/or Job Procedures applicable to the project work Health and safety training requirements Incident reporting (internal and external), notifications and investigation Radiation safety plan Procedures for winter road operations Emergency response plan 	20	12 (60%)
1.5	<p>Schedule</p> <p>Prepare a Gantt schedule of activities which illustrates the duration of each of the major tasks. The schedule is to meet the following criteria:</p> <ol style="list-style-type: none"> 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 The critical path of activities is clearly identified within the schedule and available "float" is included within the duration of the specified activities. The schedule clearly indicates the sequence of work activities. Guaranteed milestones are provided for each season. Schedule demonstrates the contract will be completed on or before March 15, 2025. <p>Provide a written discussion to accompany the schedule that addresses the following</p>	20	10 (50%)

	items: a. Assumptions used in creating the schedule. b. Methods of managing the schedule in consideration of the identified risks. 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.		
Total Points Available This Section (Technical Proposal)		200	
Total Points Awarded This Section (Technical Proposal)			-

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.

ITEM	CATEGORY	AVAIL- ABLE POINTS	MIN. PASS MARK
2.1	<p>Company/Joint Venture Qualifications and Experience</p> <p>Provide details of the company/joint venture's capability to manage the services and meet Project challenges while ensuring consistent control throughout the project. The Bidder should demonstrate how the team will be organized and managed as well as describe the Corporate and/or Project specific controls that will be utilized. <u>Experience of sub-contractors will not be considered in this section.</u> Proposals should include the following:</p> <ul style="list-style-type: none">a. Previous experience working on remediation projects in remote northern locationsb. Description of the proposed time/cost services and explanation of how schedule/cost control will be applied throughout the delivery of the Projectc. Proposed quality control methodology, explanation of how quality control will be applied throughout the delivery of the Project; <p>Company / joint venture's Health and Safety Management System and/or Certificate of Recognition or equivalent.</p>	15	7.5 (50%)
2.2	<p>Project Examples and Client References</p> <p>Provide evidence of three (3) similar projects successfully undertaken by the company or either company of the joint venture, which include at least five (5) of the key personnel described in Section 2.3, including back-up and/or cross-shift personnel. <u>Projects completed by sub-contractors will not be considered in this section.</u></p> <p>Clearly identify the project team and their roles, project objectives, location, scope of services, constraints, budget, completion date and deliverables. Clearly note the similarities in project team, scope of services and location with that proposed for the Rayrock Remediation Project.</p> <p>Provide a knowledgeable client reference for each of the projects including name, address, and phone and e-mail address of client contact at the working level.</p> <p><u>The Evaluation Board will contact client references</u> to verify the information provided in the bid and evaluate past performance with respect to scope, schedule, cost, quality and safety. The reference provided must have working level knowledge of the project sufficient to verify the information provided in the proposal. The Bidder must ensure that the references identified in the bid are available to be contacted within 20 working days of bid closing. If Canada is unable to confirm the information with the Contact Reference then the project will not be considered and a score of 0 will be applied.</p>	30	15 (50%)

2.3	<p>Qualifications of Key Personnel:</p> <p>Provide resumes (up to 3 pages in length) for the following positions:</p> <p>A. Project Manager and Back-up (20/15)</p> <p>Demonstrate experience coordinating and managing multi-discipline teams on remediation projects similar in scale and scope to the proposed project, in a Northern climate and in a remote location. Demonstrate that this experience included financial and schedule control and liaison with the client.</p> <p>B. Project Site Superintendent and Cross-Shift (20/15)</p> <p>Demonstrate experience with on-site coordination and management of multiple subcontractors and suppliers, control of work areas(s) and quality control on complex projects. Valid certification as NWT WSCC Supervisor Level II (proof will be required from successful bidder upon contract award). Demonstrate experience in:</p> <ul style="list-style-type: none"> • Ensuring compliance with environmental, health and safety policies, regulations and acts • Demonstrating leadership to all parties on site (in a remote camp setting) including managing field resources and all sub trades to complete their portion of work safely, on-time and to an acceptable standard of quality • Developing site work schedules • Organizing and presiding over regular safety meetings • Maintaining a safe, organized and clean site <p>C. Site Radiation Safety Officer and Back-up (10/5)</p> <p>Demonstrate experience working on projects similar in scope to the proposed project. Qualified and suitable for designation as Contractor's Radiation Safety Officer (RSO) for the project. Demonstrate experience in:</p> <ul style="list-style-type: none"> • Identification, sampling, characterization, containerization, storage, transportation and disposal of radioactive waste materials. • Oversight and ongoing support for implementation of radiation protection measures including defining, documenting, implementing and monitoring Radiation Protection Programs. <p>D. Water Treatment Specialist and Back-up (10/5)</p> <p>Demonstrate experience with packaged systems of similar process and capacity, and used for similar purposes in North America. Similar process is defined as the same treatment process (i.e. filtration), but not necessary in the same application. Demonstrate that this experience included water treatment plant commissioning and operation, sampling and quality control.</p> <p>E. On-Site Health and Safety Coordinator and Cross-Shift (10/5)</p> <p>Demonstrate field experience working on remediation projects similar in scope to the proposed project. Demonstrate that this experience includes developing, implementing and enforcing site specific health and safety programs for remediation projects.</p> <p>F. Off-Site Health and Safety Coordinator (10)</p> <p>Demonstrate experience working on remediation projects similar in scope to the proposed project. Demonstrate that this experience includes developing, implementing and enforcing site specific health and safety programs for remediation projects.</p>	135	94.5 (70%)
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	<p>G. Civil, Mining or Geotechnical Engineer (5)</p> <p>Demonstrate experience with mine site and cold region engineering including an understanding of earthworks, closure requirements for mine openings and field experience on remediation projects similar in scope to the proposed project. Valid registration as a Professional Engineer in the Northwest Territories (proof will be required from successful bidder upon contract award).</p> <p>H. Occupational Health and Safety Specialist (5)</p> <p>Registered Occupational Hygienist (ROH) in good standing with the Canadian Registration Board of Occupational Hygienists. Demonstrate experience working on remediation projects similar in scope to the proposed project. Demonstrate competence, experience and training in the applicable hazards that may be encountered throughout the work, with a focus on radiation exposure. Demonstrate that experience includes developing and implementing air monitoring programs.</p> <p>Resumes should be customized to this RFP to clearly indicate previous work experience including employers, education and previous work experience to demonstrate and explain how it is related to the proposed role as well as the role on Reference Projects in Section 2.2 above (if applicable). The resumes must include details of responsibilities and dates corresponding to the identified projects.</p> <p>Resumes can only be up to 3 standard letter size 8x10 pages in length each. If more than 3 pages are submitted, only the first 3 pages will be considered.</p> <p>Back-up personnel are personnel assigned to the project only if the identified personnel are not available due to illness, change in employment, etc. Back-up does not mean replacement.</p> <p>Cross-shift personnel are personnel who will regularly replace the identified personnel for shift changes during the site work.</p> <p>One individual may fulfill more than one role with the exception of the Project Manager and the Site Superintendent which must be stand-alone roles.</p> <p>If multiple individuals are proposed for a single key individual position and it is not identified who the primary individual is, the first individual in sequence will be evaluated as primary and the second as back-up. Back-ups identified for positions where a back-up is not requested in the RFP will not be evaluated.</p>		
2.4	<p>Organization Chart:</p> <p>Submit a detailed Organization Chart demonstrating company roles, organizational structure of the project team and lines of communication.</p> <ol style="list-style-type: none"> 1. Provide the structure of the proponent team with all proposed key personnel (identified in Section 2.3), as well as other position titles and names of the Bidder's team (including sub-contractors) required to deliver the project. 2. Clearly identify which positions will be full or part time on-site and off-site staff. 3. Clearly identify who will be responsible for overall control and for the provisions for controlling costs, schedule, quality and conformance to the Specifications. 4. Clearly identify which position(s) are responsible to be the main contact for the Departmental Representative regarding contract matters, day-to-day site supervision, etc. 5. Clearly identify which positions will be occupied by Tłıchǵ Citizens. 6. Show the relationship between Tłıchǵ Government, CIRNAC, PSPC (Departmental Representative), Departmental Representative's Authorized Personnel, Contractor's Staff, Sub-Contractors and provide a written discussion of the proposed lines of communication for all parties 	20	10 (50%)

	throughout the project.		
	7. Demonstrate the company/joint venture has the ability to provide and maintain adequate staffing of the 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 and measures that will be taken to ensure personnel with equivalent skills are available should a replacement be required.		
Total Points Available This Section (Management & Organization Proposal)		200	
Total Points Awarded This Section (Management & Organization Proposal)			-

Maximum Points Available for Technical Point Rated Criteria	400
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To be considered further, bidders must achieve the minimum pass mark for each criterion as specified above and in accordance with SI10 Phased Bid Compliance Process. No further consideration will be given to bidders not achieving the pass marks identified.

Section III: Indigenous Opportunity Considerations (IOC) Criteria

PART A – INDIGENOUS OPPORTUNITY CONSIDERATIONS

Evaluation and Assessment of IOC Commitment

For a bid to be assigned points for representations made in respect of any IOC bid criteria, the bidder must provide proof to demonstrate how they will meet the objective of each criterion. Bidders may use the Commitment Tables in Annex C to supplement their IOC submission.

Bidders that do not provide sufficient documentation with their bid to demonstrate how they will meet their commitment may be given 2 calendar days to provide additional supporting information. Bidders that fail to provide the additional information within the allotted time period will receive a score of 0 regardless of the commitment made under the respective criterion and will not be eligible for an incentive. Bidders cannot change their commitments by providing additional information.

Bidders are responsible for providing with their bid sufficient detail to support the plan outlined and the commitments made. Points will not be assigned for unsupported commitments. URL links to websites will not be considered.

Bidders should communicate with Giselle Marion and/or Zabey Nevitt at the Tłıchq Government regarding training and direct labour opportunities using the email address: rayrock@tlcho.ca

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

A third party subject matter expert from the Tłıchq community will participate in the evaluation of the IOC bids as a non-voting member.

ITEM	BID CRITERIA	AVAILABLE POINTS	MIN. PASS MARK
3.0	<p>This procurement is subject to the Tłıchq Land Claims and Self-Government Agreement. Canada reserves the right to confirm validity of all declarations / commitments.</p> <p>The area of the Contract is within Mòwhì Gogha Dè Nìtâèè (MGD), as defined in the Tłıchq Land Claims and Self-Government Agreement, which includes the City of Yellowknife, the community of Dettah, and the four Tłıchq communities.</p>		
OFFICE PRESENCE This criterion is worth 10% of the total IOC evaluation points available			
3.1	<p>OFFICE PRESENCE</p> <p>Bidders to demonstrate the existence of head offices, staffed administrative offices or other staffed facilities within Tłıchq Lands, as defined in Chapter 1 of the Tłıchq Land Claims and Self-Government Agreement. Note, the area defined in this criterion does not include the City of Yellowknife or community of Dettah.</p> <p>Supporting Documentation Bidders must provide details regarding the location(s) submitted. Information to include:</p> <ul style="list-style-type: none"> A description of the locations(s) including address(es) A description of the nature of the firm's presence within Tłıchq Lands and how it demonstrates progress towards, and maintenance of, commitments made in the bidder's IOC. The number of years the firm has been in the identified location(s), number of full-time and part-time employees and the nature of the work performed at that location. 	10	N/A
TŁİCHQ LABOUR This criterion is worth 30% of the total IOC evaluation points available			
3.2	<p>TŁİCHQ GENERAL LABOUR</p> <p>Bidder will be evaluated on their firm commitment to use Tłıchq Citizens in carrying out the work. The percentages identified below relate specifically to labour hours regardless of whether they are Prime Contractor staff and/or subcontractor staff.</p> <p>NOTE: Bidders MUST commit to a minimum of 30% Tłıchq Labour (Tłıchq General Labour and Skilled Labour combined). Bidders committing to less than 30% Tłıchq Labour will be deemed non-responsive and will be given no further consideration.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by Tłıchq Citizens. Tłıchq employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable. Bidders should review this criterion in conjunction with the Skilled Labour criterion to ensure labour commitments are captured accurately.</p> <p>Tłıchq Citizens must meet the following criteria:</p> <ul style="list-style-type: none"> A Tłıchq individual who is performing services related to the project for a contractor, subcontractor or supplier. The individual must be listed on the Tłıchq Citizens register. <p>NOTE: Tłıchq Citizens are NOT required to reside within the area of the contract in order to be included in the Tłıchq Labour commitments.</p> <p>NOTE: It is the bidder's responsibility to verify whether labour resources, including subcontracted labour resources, meet the definition of Tłıchq Citizens.</p>	10	30% (or 6 points) for Tłıchq General Labour and Skilled Labour Combined

	<p>General Labour is defined as labour that does not require specialized training or formal education. General labourers may still require a level of basic knowledge, experience or training to complete tasks successfully.</p> <p>Examples of positions include, but are not limited to: Community Liaison Labourer Apprentice Tradesperson Site Clerk Camp Attendant / Housekeeper Cook Cook's Helper Wildlife Monitor Traditional Knowledge Advisor</p> <p>Bidders should provide their commitment of Tłıchq General Labour in accordance with the following:</p> <p>Total Tłıchq General Employee Hours for This Contract: _____ hrs (a) + Total non-Tłıchq General Employee Hours for This Contract: _____ hrs (b) = Total General Employee Hours (Tłıchq and non-Tłıchq) for This Contract: _____ hrs (c)</p> <p>(a) / (c) = % Commitment (d)</p> <p>0-100% of total labour hours = 0-10 points. Points will be assigned based on a percentage % of the total points available: ____ (d) % x total points available</p> <div style="border: 1px solid black; padding: 5px;"> <p><i>Example:</i> Bidder commitments 65% of labour hours will be Tłıchq = 65% of total points (10) $65\% \times 10 = 6.5 \text{ points}$</p> </div> <p>NOTE: Bidder must demonstrate how they will meet their General Labour %. Simply indicating a “%” commitment is not sufficient to achieve points.</p> <p>*** Deduction and Incentive Conditions will apply to this criterion.</p>		
3.3	<p>TŁIČQ SKILLED LABOUR</p> <p>Bidder will be evaluated on their firm commitment to use Tłıchq Citizens in carrying out the work. The percentages identified below relate specifically to labour hours regardless of whether they are Prime Contractor staff and/or subcontractor staff.</p> <p>NOTE: Bidders MUST commit to a minimum of 30% Tłıchq Labour (Tłıchq General Labour and Skilled Labour combined). Bidders committing to less than 30% Tłıchq Labour will be deemed non-responsive and will be given no further consideration.</p> <p>Percentages should be supported by a list of specific positions, categories, overall percentage of labour, labour hours and the total project hours that may or will be staffed by Tłıchq Citizens. Tłıchq employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative, if applicable. Bidders should review this criterion in conjunction with the General Labour criterion to ensure labour commitments are captured accurately.</p> <p>Tłıchq Citizens must meet the following criteria:</p> <ul style="list-style-type: none"> • A Tłıchq individual who is performing services related to the project for a contractor, subcontractor or supplier. • The individual must be listed on the Tłıchq Citizens register. 	10	

NOTE: Tł̓chq Citizens are NOT required to reside within the area of the contract in order to be included in the Tł̓chq Labour commitments.

NOTE: It is the bidder's responsibility to verify whether labour resources, including subcontracted labour resources, meet the definition of Tł̓chq Citizens.

Skilled Labour is defined as labour that requires specialized training or formal education and is not included in the General Labour criterion. Skilled Labourers do not qualify for on-the-job training in the position for which they have been identified.

Examples of positions include, but are not limited to:

Project Manager
Site Superintendent
Foreman
Professional Engineer
Health and Safety Specialist
Radiation Specialist
Industrial Hygienist
Hazardous Materials Specialist
Environmental Monitor
Heavy Equipment Operator
Surveyor
Blaster
Mechanic
Journeyman Tradesperson

Bidders should provide their commitment of Tł̓chq Skilled Labour in accordance with the following:

Total No. of Tł̓chq Skilled Employee Hours for This Contract: _____ hrs (a) +
Total non-Tł̓chq Skilled Employee Hours for This Contract: _____ hrs (b) =
Total Skilled Employee Hours (Tł̓chq and non-Tł̓chq) for This Contract: _____ hrs (c)

(a) / (c) = % Commitment (d)

0-100% of total labour hours = 0-10 points.

Points will be assigned based on a percentage % of the total points available:

___ (d) % x total points available

Example:

Bidder commitments 65% of labour hours will be Tł̓chq = 65% of total points (10)

65% x 10 = 6.5 points

NOTE:

Bidder must demonstrate how they will meet their Skilled Labour %. Simply indicating a "%" commitment is not sufficient to achieve points.

*** Deduction and Incentive Conditions will apply to this criterion.

TŁJCHQ LABOUR – SUPPORTING DOCUMENTATION			
3.4	<p>Bidders must provide a written plan of engagements, measures and proposed procedures they will implement to deliver their Tłjchq General and Skilled Labour commitments and maximize employment of Tłjchq Citizens. The following information is required, at minimum:</p> <ul style="list-style-type: none"> The overall approach to maximize employment of Tłjchq Citizens Identification of a Traditional Knowledge Advisor who will work with the Contractor to understand the social, cultural and historical significance of the Rayrock mine site to the Tłjchq. The Traditional Knowledge Advisor must be a Tłjchq Citizen with demonstrated knowledge of the Rayrock site including site history and existing conditions. Include an explanation of how the Contractor will engage the Traditional Knowledge Advisor throughout the project. Identification of a Community Liaison who will work with the Contractor to establish and maintain an effective relationship with Tłjchq Citizens who are involved or wish to be involved in the Rayrock Remediation Project. The Community Liaison must be a Tłjchq Citizen with demonstrated experience working with Tłjchq Citizens and within Tłjchq Communities. Include an explanation of how the Contractor will engage the Community Liaison throughout the project. Details of the work to be carried out for each position proposed to be filled by a Tłjchq Citizen including name (where possible), job title/position, a brief description of the work to be performed, and over what period of time the Tłjchq Citizen will be employed in the performance of a contract (number of hours) Opportunities for skills development Experience to be gained Human resource strategies for the recruitment, retention, succession planning and staff management of Tłjchq Citizens Tłjchq Labour Commitment Schedule detailing how the commitments will be broken down per fiscal year Description of the bidders' past experience working with Indigenous people including an example of a project successfully undertaken by the bidder that demonstrates an understanding and appreciation for the socio-economic benefits of Indigenous employment. Projects completed by subcontractors will not be considered in this section. 	10	N/A

TŁJCHQ CONTRACTING			
This criterion is worth 40% of the total IOC evaluation points available.			
3.5	<p>TŁJCHQ CONTRACTING (PRIME CONTRACTOR AND/OR SUBCONTRACTORS/SUPPLIERS)</p> <p>Bidders will be evaluated on their firm commitment to use Tłjchq contractors for services or the procurement of supplies and equipment from Tłjchq owned businesses from the area of the contract.</p> <p>NOTE: Bidders MUST commit to a minimum of 20% Tłjchq Contracting. Bidders committing to less than 20% Tłjchq Contracting will be deemed non-responsive and will be given no further consideration.</p> <p>In order to ensure fairness is maintained across all bidders, Tłjchq Investment Corporation (TIC) will provide consistent pricing to all bidders and maintain confidentiality between bidders.</p> <p>To further ensure that fairness and confidentiality are maintained for all parties, meetings between bidders and TIC will be monitored. A PSPC representative and senior TIC Official will sit in on the meetings. The PSPC representative will be a contracting officer separate from the Rayrock procurement process and will be an observer only. The PSPC representative will communicate to the Contracting Authority</p>	25	20% (or 5 points)

	<p>any concerns in regards to fairness or confidentiality if applicable. Information about the meetings or what was discussed will NOT be communicated to the Contracting Authority named in this document, the Fairness Monitor, or any of the PWGSC Evaluation Board.</p> <p>Bidders must communicate with Mark Brajer, CEO TIC at mbrajer@tlicheic.com / (867) 766-4909 ext 222 and Chaz Klassen at chaz.klassen@pwgsc-tpsgc.gc.ca / (204) 297-6920 to arrange meetings.</p> <p>Tłıchq prime contractor and/or subcontractors/suppliers are defined as: An entity which complies with the legal requirements to carry on business in the Northwest Territories and which is</p> <ol style="list-style-type: none"> a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tłıchq Citizens or the Tłıchq Government; a co-operative controlled by Tłıchq Citizens or the Tłıchq Government; a sole proprietorship operated by a Tłıchq Citizen; or a partnership in which at least 50 percent of the partners are Tłıchq Citizens or the Tłıchq Government <p>If the Prime contractor is a Tłıchq entity, the total dollar value of the Tłıchq contracting will also include the Prime contractor's portion of the contract.</p> <p>Bidders should provide their commitment of Tłıchq Contracting in accordance with the following:</p> <p>Value of Tłıchq Contracting (prime contractor/subcontractor/supplier): \$ _____ (a) +</p> <p>Value of Non-Tłıchq Contracting (prime contractor/subcontractor/supplier): \$ _____ (b) =</p> <p>Estimated Value of Contract (must equal total bid price): \$ _____ (c)</p> <p>(a) / (c) = % Commitment (d)</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p>___ (d) % x total points available</p> <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <p><u>Example:</u></p> <p>Value of Tłıchq sub-contracting: \$ 55,000 (a)</p> <p>Value of Non-Tłıchq sub-contracting: \$ 45,000 (b)</p> <p>Estimated value of Contract: \$100,000 (c)</p> <p>$\\$55,000 / \\$100,000 = .55$</p> <p>$55\% \times 25 = 13.8 \text{ assigned points}$</p> </div> <p>Percentages should be supported by a list of specific subcontractor/suppliers that can be confirmed as Indigenous subcontractors/suppliers. Verification of Tłıchq businesses will be made through:</p> <ul style="list-style-type: none"> - Tłıchq Government; and/or - Indigenous Business Directory: http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html; and/or - Supplier Registration Information: https://srisupplier.contractscanada.gc.ca/; and/or - In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists. <p>*** Deduction and Incentive Conditions will apply to this criterion.</p>		
3.6	TŁIČHQ CONTRACTING – SUPPORTING DOCUMENTATION	15	N/A

	<p>Bidders must provide a written plan of engagements, measures and proposed procedures they will implement to deliver their Tłıchq Contracting commitment and maximize the use of Tłıchq firms to support the project. The following information is required, at minimum:</p> <ul style="list-style-type: none"> The overall approach to maximize the use of Tłıchq firms to support the project Demonstrable Tłıchq ownership of prime contractor and/or subcontractor/supplier The type of work to be carried out by Tłıchq subcontractors/suppliers, including the name of each subcontractor/supplier and the estimated dollar value of the work to be provided by each subcontractor/supplier Confirmation of whether the bidder intends to develop new sources of supply, or new capabilities to carry out the work under the contract Tłıchq Contracting Commitment Schedule detailing how the commitment will be broken down per fiscal year. Description of the bidders' past experience working with Indigenous subcontractors/suppliers including an example of a project successfully undertaken by the bidder that demonstrates an understanding and appreciation for the socio-economic benefits of Indigenous contracting. Projects completed by subcontractors will not be considered in this section. 		
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TŁİCHQ TRAINING AND SKILLS DEVELOPMENT						
This criterion is worth 20% of the total IOC evaluation points available						
3.7	TŁİCHQ SHORT-TERM TRAINING AND SKILLS DEVELOPMENT (24 HOURS OR LESS IN TOTAL DURATION)			5	N/A	
	Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Tłıchq Citizens at no additional cost under this contract.					
	<ul style="list-style-type: none">Training is considered to be “short-term” if the total number of training hours in the training program is 24 hours or less. This can be spread over multiple days (e.g. 3 days x 8 hours of training/day = 24 hours of training; 16 days x 1 hour of training/day = 16 hours of training).“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.Tłıchq Participation in training programs that are included in the scope of the contract are not eligible for consideration.Bidders are to identify what “on-the-job-training” will consist of, the category of work, estimated number of hours and number of persons to be trained. Contractors that exceed their on-the-job training commitment may be eligible for an incentive if the increase in hours is the result of hiring additional personnel or providing additional training to existing personnel in support of career development.					
	To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Tłıchq Short-Term Training Hours, with the proposal committing to the highest number of training hours receiving full points.					
		Bidder 1	Bidder 2			Bidder 3
	Total number of Tłıchq training hours for short-term training proposed	20 hours	35 hours			60 hours
	Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available			60/60 = 100 % of to points available
*** Deduction and Incentive Conditions will apply to this criterion.						
3.8	TŁİCHQ LONG-TERM TRAINING AND SKILLS DEVELOPMENT (GREATER THAN 24 HOURS IN TOTAL DURATION)			5	N/A	

	<p>Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Tłıchq Citizens at no additional cost under this contract.</p> <ul style="list-style-type: none"> • Training is considered to be “long-term” if the total number of training hours in the training program is greater than 24 hours. • “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. • Tłıchq Participation in training programs that are included in the scope of the contract are not eligible for consideration. • Bidders are to identify what “on-the-job-training” will consist of, the category of work, estimated number of hours and number of persons to be trained. Contractors that exceed their on-the-job training commitment may be eligible for an incentive if the increase in hours is the result of hiring additional personnel or providing additional training to existing personnel in support of career development. <p>To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total Tłıchq Long-Term Training Hours, with the proposal committing to the highest number of training hours receiving full points.</p> <table border="1" data-bbox="185 835 1256 1016"> <thead> <tr> <th></th><th>Bidder 1</th><th>Bidder 2</th><th>Bidder 3</th></tr> </thead> <tbody> <tr> <td>Total number of Tłıchq training hours for long-term training proposed</td><td>20 hours</td><td>35 hours</td><td>60 hours</td></tr> <tr> <td>Calculation of points</td><td>20/60 = 33% of total points available</td><td>35/60 = 58% of total points available</td><td>60/60 = 100 % of total points available</td></tr> </tbody> </table> <p>*** Deduction and Incentive Conditions will apply to this criterion.</p>		Bidder 1	Bidder 2	Bidder 3	Total number of Tłıchq training hours for long-term training proposed	20 hours	35 hours	60 hours	Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available		
	Bidder 1	Bidder 2	Bidder 3												
Total number of Tłıchq training hours for long-term training proposed	20 hours	35 hours	60 hours												
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available												
3.9	<p>TŁIČQ TRAINING AND SKILLS DEVELOPMENT – SUPPORTING DOCUMENTATION</p> <p>Bidders must provide a written plan of engagements, measures and proposed procedures they will implement to deliver their Tłıchq Training and Skills Development commitment and maximize the training and skills development opportunities for Tłıchq Citizens. The following information is required, at minimum:</p> <ul style="list-style-type: none"> • The overall approach to maximize the training and skills development of Tłıchq Citizens, paying particular attention to opportunities for women and youth and opportunities for continued employment in the fields of remediation and environmental monitoring; • For each training opportunity, provide details on the type of training being offered and how it is relevant to the procurement including the name of the Tłıchq Citizen being trained (where possible), the number of training hours proposed, the skills the training will develop (such as specialization, certification or accreditation obtained), and the effectiveness of the training delivery approach (such as classroom or field work). Note that training can include the use of apprenticeship programs, pre-professional programs, post-secondary school programs, on-the-job training and in-house training programs, among others. Bidders are encouraged to provide training opportunities for a range of positions including, but not limited to, skilled trades, labour, administration, management and leadership roles; • Strategies for retaining Tłıchq Citizens who have completed training; • How the training of Tłıchq Citizens will be managed, taking into consideration, the operational requirement, availability of bidder's staff to supervise, monitor, support and coordinate trainees as required, availability and capacity of training facilities, including working with regional and local authorities and existing training institutions to identify practical training options. Bidders should also consider barriers that Tłıchq citizens face in accessing training, including but not limited to the cultural cycles of Tłıchq life, challenges of single parenting, existing criminal records, varying 	10	N/A												

	<p>education levels, and low literacy skills;</p> <ul style="list-style-type: none"> • A description of other measures the Bidder considers relevant such as, but not limited to specialized training, engagements, outreach projects, scholarships, etc. • Tł̥chq Training and Skills Development Commitment Schedule detailing how the commitment will be broken down per fiscal year. • Description of the bidders' past experience providing training and skills development opportunities to Indigenous people including an example of a project successfully undertaken by the bidder that demonstrates and understanding and appreciation for the socio-economic benefits of Indigenous training and skills development. 		
3.10	<p>Record of Engagement Log</p> <p>Bidders must keep a record of each engagement with Tł̥chq Government, Tł̥chq Citizens, and Tł̥chq Contractors (subcontractors and suppliers) as part of the planning and preparation of their IOC proposal.</p> <p>Bidders must include with their bid a record of engagement log that includes the following information, at minimum:</p> <ul style="list-style-type: none"> • Date of engagement • Name of person engaged, as well as name of Tł̥chq organization (if applicable) • General description of what was discussed (e.g. "general labour requirements") 	Pass / Fail	
	Total Points Available This Section (Indigenous Opportunity Considerations)	100	30
	Total Points Awarded This Section (Indigenous Opportunity Considerations)		

PART B - BIDDER COMMITMENT

1. At time of bid submission - The Commitment and Achievement tables in Annex "C" may be used by bidders to submit their proposal.
2. Successful bidders that do not make IOC commitments in their bid will be ineligible to be assessed for an incentive in that category at the end of the contract. Bidders take note that a 0% commitment is considered to be no commitment in that category.
3. Canada reserves the right to verify any information provided in the IOC and that untrue statements may result in the tender being declared non-responsive.
4. For follow-up purposes, the Tłı̨chǫ Government and communities may receive copies of the contractor's IOC and periodically receive performance monitoring results.

EVALUATION AND RATING

The technical components of the proposals which are responsive will be reviewed, evaluated and rated by the PWGSC evaluation board in accordance with the following to establish technical ratings.

Point Rated Criteria

The Technical, Management and Organization, and IOC parts of the bid will be evaluated by the PWGSC Evaluation Board under the Technical, Management and Organization, and Indigenous Opportunity Considerations Evaluation Criteria listed in the Evaluation Criteria Table.

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

The rating is then multiplied by the weight factor shown in the Evaluation Criteria Table to produce a weighted rating. The total score is obtained by adding the sum of the weighted ratings.

Generic Evaluation Table

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Points	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
	Proponent does not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

Evaluation Criteria Table**A. Technical**

ITEM	Criterion	Weight Factor	Rating	Available Points	Pass Mark
1.0	Technical Bid	20	-	200	
1.1	Project Understanding	2	0-10	20	12 (60%)
1.2	Mobilization, Demobilization, Equipment and Logistical Considerations	1	0-10	10	5 (50%)
1.3	Work Plan	13	0-10	130	91 (70%)
1.4	Health, Safety and Environment	2	0-10	20	12 (60%)
1.5	Schedule	2	0-10	20	10 (50%)
2.0	Management and Organization Bid	20	-	200	
2.1	Company/Joint Venture Qualifications and Experience	1.5	0-10	15	7.5 (50%)
2.2	Project Examples and Client References	3	0-10	30	15 (50%)
2.3	Qualifications of Key Individuals	13.5	-	135	94.5 (70%)
A-1	Project Manager		0-10	20	-
A-2	Project Manager Back-up		0-10	15	-
B-1	Site Superintendent		0-10	20	-
B-2	Site Superintendent Cross-Shift		0-10	15	-
C-1	Site Radiation Safety Officer		0-10	10	-
C-2	Site Radiation Safety Officer Back-up		0-10	5	-
D-1	Water Treatment Specialist		0-10	10	-
D-2	Water Treatment Specialist Back-up		0-10	5	-
E-1	On-site Health & Safety Coordinator		0-10	5	-
E-2	On-site Health & Safety Coordinator Cross-Shift		0-10	5	-
F-1	Off-site Health & Safety Coordinator		0-10	5	-
G-1	Civil, Mining or Geotechnical Engineer		0-10	5	-
H-1	Occupational Health and Safety Specialist		0-10	5	-
2.4	Organization Chart	2	0-10	20	10 (50%)

B. Indigenous Opportunities Considerations

ITEM	Criterion	Weight Factor	Rating	Available Points	Pass Mark
3.0	Indigenous Opportunities Considerations Bid	35	-	100	30
3.1	Office Presence		0-10	10	-
3.2	Tłıchq General Labour		0-10	10	6 (30%)
3.3	Tłıchq Skilled Labour		0-10	10	
3.4	Tłıchq Labour – Supporting Documentation		0-10	10	-
3.5	Tłıchq Contracting		-	25	5 (20%)
3.6	Tłıchq Contracting – Supporting Documentation		0-10	15	-
3.7	Tłıchq Short-Term Training and Skills Development		-	5	-
3.8	Tłıchq Long-Term Training and Skills Development		-	5	-
3.9	Tłıchq Training and Skills Development – Supporting Documentation		0-10	10	-
3.10	Record of Engagement log		Pass/Fail	Pass/Fail	

APPENDIX 5 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

Contracting Authority:

Name: Isabelle Bilous

Title: Procurement Specialist

Department: Public Services and Procurement Canada

Division: Environmental Services Acquisitions Team, Western Region

Telephone: 780-782-8714

e-mail: isabelle.bilous@pwgsc-tpsgc.gc.ca

TO BE PROVIDED AT CONTRACT AWARD

Technical Authority:

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: ____ - ____ - _____

e-mail: _____

APPENDIX 6 JOINT VENTURE CERTIFICATION

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

The Bidder represents that the bidding entity:

_____ IS a joint venture in accordance with the definition above OR

_____ IS NOT a joint venture in accordance with the definition above.

A Bidder that is a joint venture represents the following additional information:

(a) Type of Joint venture (mark applicable choice):

_____ Incorporated joint venture

_____ Limited partnership joint venture

_____ Partnership joint venture

_____ Contractual joint venture

_____ Other

(b) Composition: (names and addresses of all members of the joint venture)

Solicitation No. - N° de l'invitation
EW699-220778/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS

Client Ref. No. - N° de réf. du client
PCC-EW699-220778

File No. - N° du dossier
NCS-1-44063

CCC No./N° CCC - FMS No./N° VME

ANNEX A SPECIFICATIONS AND DRAWINGS

Refer to attachments SpecificationsDrawings.zip and SupportingDocuments.zip.

ANNEX B

CERTIFICATE OF INSURANCE (NOT REQUIRED AT SOLICITATION CLOSING)

CERTIFICATE OF INSURANCE

Page 1 of 2

Travaux publics et
Services gouvernementaux
CanadaPublic Works and
Government Services
Canada

Description and Location of Work	Contract No.
	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		
Commercial General Liability Umbrella/Excess Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
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 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.

ANNEX C IOC REPORTING AND INCENTIVE/PENALTY CONDITIONS

CONTRACTOR ACHIEVEMENT REPORTING AND CERTIFICATION

Required with monthly progress claim:

1. For the successful Contractor only - If an IOC commitment is provided as part of the bid, the successful Contractor must provide a summary of activities undertaken to meet the commitments made as part of the IOC portion of their bid. The Commitment and Achievement tables must be completed with supporting information (such as invoices, work logs/timesheets, payroll receipts, training certificates or other proof of training taken such as sign in sheets, etc.) by the contractor on a monthly basis.
2. The Contractor must indicate if any objectives were not met, identify why they were not, explain how the situation will be remedied and within what timeframe.
3. Canada reserves the right to verify any information provided in the IOC.

Required with final progress claim:

4. Prior to final payment, the Contractor must submit the IOC Certification and a final IOC Achievement Report, including the Achievement tables and summarizing the achievements over the course of the contract, with details on how the Contractor met its IOC commitment. Supporting documentation which has already been submitted as part of the monthly reporting process will not be required with the final Report.
5. Failure to comply with the request to submit the final certification and report within 15 business days may result in a 7.5% deduction.
6. For follow-up purposes, the communities may receive copies of the Contractor's Indigenous Opportunity Considerations and periodically receive performance monitoring results.

Return Reports to:

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

Contractor IOC Certification

INDIGENOUS OPPORTUNITY CONSIDERATIONS ACHIEVEMENT CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

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

COMMITMENT AND ACHIEVEMENT TABLES – TO BE USED AT TIME OF BID AND END OF CONTRACT

At time of bid submission, the following tables may be used by bidders as part of their bid.

At the end of the contract, the Contractor may also use the following tables to outline their achievements.

TABLE 1 – Office Presence

Provide Business address(es)			
Demonstrate the existence of head offices, staffed administrative offices or other staffed facilities within Tłıchq Lands.			
Head office:			
	Address	City, Province / Territory	Postal Code
Administrative office(s):			
	Address	City, Province / Territory	Postal Code
Staffed facility(ies):			
	Address	City, Province / Territory	Postal Code

TABLE 2 – Tłıchq General Labour

Total No. of Tłıchq General Labour Hours for This Contract _____ = _____ %
Total General Labour Hours (Tłıchq and non-Tłıchq) for This Contract

Name & Position Title (Provide name(s) where possible) Include the # of hours, categories, overall percentage of Tłıchq labour, non-Tłıchq labour hours and the total project hours. NOTE: It is not necessary to identify non-Tłıchq employees by name and position.	Tłıchq General Labour Hours	Non-Tłıchq General Labour Hours
Total Tłıchq and non-Tłıchq General Labour Hours:		

TABLE 3 – Tł̥chq Skilled Labour

Total No. of Tł̥chq Skilled Labour Hours for This Contract _____ = _____ %
Total Skilled Labour Hours (Tł̥chq and non-Tł̥chq) for This Contract _____

Name & Position Title (Provide name(s) where possible) Include the # of hours, categories, overall percentage of Tł̥chq labour, non-Tł̥chq labour hours and the total project hours. NOTE: It is not necessary to identify non-Tł̥chq employees by name and position.	Tł̥chq Skilled Labour Hours	Non-Tł̥chq Skilled Labour Hours
Total Tł̥chq and non-Tł̥chq Skilled Labour Hours:		

TABLE 4 – Tł̥chq Contracting

Total Cost for Tł̥chq Contracting for This Contract _____ = _____ %
Total Value of the Bid Final Contract Value (including amendments TBD)

NOTE: Only prime contractor, subcontractors and suppliers that can be confirmed as Tł̥chq businesses with a staffed office or facility within the area of the contract will be included in the calculations. Verification of Tł̥chq businesses will be made in accordance with 3.5 Tł̥chq Contracting.

Company Name	Description of Work	Value of Subcontract or Supplies / Services	Tł̥chq Company	Non-Tł̥chq Company
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
			<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

TABLE 5 – Tłıchq Short-Term Training and Skills Development (Training programs of less than 24 training hours in total duration)

Position / Title (Provide name(s) where possible)	Certification / Type of Training	Number of Tłıchq Citizens trained	Tłıchq Training Hours
Include type of training and hours of training.			

TABLE 6 – Tłıchq Long-Term Training and Skills Development (Training programs of more than 24 training hours in total duration)

Position / Title (Provide name(s) where possible)	Certification / Type of Training	Number of Tłıchq Citizens trained	Tłıchq Training Hours
Include type of training and hours of training.			

INDIGENOUS OPPORTUNITY CONSIDERATIONS INCENTIVE AND DEDUCTION CONDITIONS

1. Under the provisions of the proposed contract, where the contractor meets the commitments 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 Tłıchq general labour hours worked on the Contract and fails to fulfill their Tłıchq general labour commitment, an amount of up to 1% of the final contract value may be deducted for non-performance. (Table 1A)
3. If the contractor does not meet the certified percentage of Tłıchq skilled labour hours worked on the Contract and fails to fulfill their Tłıchq skilled labour commitment, an amount of up to 1% of the final contract value may be deducted for non-performance. (Table 1B)
4. If the contractor does not meet the certified percentage of Tłıchq contracting, and fails to fulfill their Tłıchq contracting commitment, an amount of up to 3% of the final contract value may be deducted for non-performance. (Table 1C)
5. If the contractor fails to fulfill their Tłıchq short-term training and skills development commitment, an amount of up to 1% of the final contract value may be deducted for non-performance. (Table 1D)
6. If the contractor fails to fulfill their Tłıchq long-term training and skills development commitment, an amount of up to 1.5% of the final contract value may be deducted for non-performance. (Table 1E)
7. If the contractor hires additional Tłıchq general labour above the established general labour commitment certified in the bid, which results in Tłıchq employment, the contractor may be eligible to request an incentive of up to 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 2A)
8. If the contractor hires additional Tłıchq skilled labour above the established skilled labour commitment certified in the bid, which results in Tłıchq employment, the contractor may be eligible to request an incentive of up to 1% of the final contract value that may be paid to the contractor at the end of the project. (Table 2B)
9. If the contractor exceeds the percentage of Tłıchq contracting commitment certified in the bid, the contractor may be eligible to request an incentive of up to 2% of the final contract value that may be paid to the contractor at the end of the project. (Table 2C)
10. If the contractor conducts additional Tłıchq short-term training and skills development above the established commitment, which results in Tłıchq trainees developing skills as a result, the contractor may be eligible to request an incentive of up to 0.5% of the final contract value that may be paid to the contractor at the end of the project. (Table 2D)
11. If the contractor conducts additional Tłıchq long-term training and skills development above the established commitment, which results in Tłıchq trainees developing skills as a result, the contractor may be eligible to request an incentive of up to 0.5% of the final contract value that may be paid to the contractor at the end of the project. (Table 2E)
12. Contractors who exceed the IOC commitment under one criterion but fall short on the other may be evaluated for a deduction and an incentive. The Incentive and Deduction Conditions as specified above will be assessed based on the formulas identified herein.
13. 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 deductions owing and unpaid under this section.
14. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.
15. Canada reserves the right, at their sole discretion, to reduce or eliminate deductions if it can be clearly demonstrated that significant efforts were made to meet the IOC commitment and the minimum requirements could not be met due to circumstances out of the Contractor's control.

Solicitation No. - N° de l'invitation
EW699-220778/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS

Client Ref. No. - N° de réf. du client
PCC-EW699-220778

File No. - N° du dossier
NCS-1-44063

CCC No./N° CCC - FMS No./N° VME

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

INDIGENOUS OPPORTUNITY CONSIDERATIONS INCENTIVE AND DEDUCTION ASSESSMENT		
FINAL STATISTICS		
1	CONTRACTOR:	
2	Final Contract Value (included applicable amendments) (no GST)	\$
3	Certified Tłıchq General Labour commitment	
	Percentage of hours committed	%
	Percentage of hours achieved	%
	Met - No applicable deduction or deduction. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short
4	Certified Tłıchq Skilled Labour commitment	
	Percentage of hours committed	%
	Percentage of hours achieved	%
	Met - No applicable deduction or deduction. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short
5	Certified Tłıchq Contracting commitment	
	Percentage of bid value committed	%
	Percentage of contract value (including all applicable amendments) achieved	%
	Met - No applicable deduction or incentive. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short
6	Certified Tłıchq Short-Term Training and Skills Development commitment	
	Hours proposed	hrs
	Hours achieved	hrs
	Met - No applicable deduction or incentive. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short
7	Certified Tłıchq Long-Term Training and Skills Development commitment	
	Hours proposed	hrs
	Hours achieved	hrs
	Met - No applicable deduction or incentive. Exceeded - Assess the contractor for applicable incentive Shortfall - Assess the contractor for applicable deduction	Met / exceeded / fell short

8	COMMENTS:	
9	SIGNATURE OF EVALUATION PANEL: Departmental Representative: _____ Project Authority: _____ Contracting Officer (PSPC): _____	

**TABLE 1A - ASSESSMENT OF TŁICHQ
GENERAL LABOUR DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE				
1	<p>Calculate the percentage of commitment achieved for Tłichq General Labour content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p>	60					
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Tłichq General Labour commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table> <tr> <td>0 points No information submitted to demonstrate efforts to meet the IOC commitment</td><td>2 points Demonstrated little to no effort to meet the IOC commitment</td><td>6 points Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td><td>10 points Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td></tr> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points No information submitted to demonstrate efforts to meet the IOC commitment	2 points Demonstrated little to no effort to meet the IOC commitment	6 points Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	10 points Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points No information submitted to demonstrate efforts to meet the IOC commitment	2 points Demonstrated little to no effort to meet the IOC commitment	6 points Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	10 points Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls				
3	TOTAL ASSESSED SCORE (1 + 2)	100					
4	<p>TOTAL CALCULATED DEDUCTION (100 - total assessed score)% x (final contract value) x 1%</p>	\$					
5	COMMENTS/JUSTIFICATIONS:						
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>						

**TABLE 1B - ASSESSMENT OF TŁICHQ
SKILLED LABOUR DEDUCTION**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Tłichq Skilled Labour content based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p>	60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Tłichq Skilled Labour commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table> <tr> <td>0 points</td><td>2 points</td><td>6 points</td><td>10 points</td></tr> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td><td>Demonstrated little to no effort to meet the IOC commitment</td><td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td></tr> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	<p>TOTAL CALCULATED DEDUCTION $(100 - \text{total assessed score})\% \times (\text{final contract value}) \times 1\%$</p>	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>										

TABLE 1C - ASSESSMENT OF TĭĭCHQ CONTRACTING DEDUCTION											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Tĭĭchq contracting based on the following formula, where:</p> <p>Achieved %: (a) Proposed %: (b)</p> <p>Score will be calculated as follows:</p> <p>(a) / (b) = (c) * 60</p> <p>Note: If (c) is ≤50%, Contractor will receive 0 points.</p>	60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Tĭĭchq contracting commitment.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="0"> <tr> <td>0 points</td> <td>2 points</td> <td>6 points</td> <td>10 points</td> </tr> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls</td> </tr> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive in attempting to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	<p>TOTAL CALCULATED DEDUCTION (100 - total assessed score)% x (Final contract value) x 3%</p>	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>										

TABLE 1D - ASSESSMENT OF TŁĬCHQ SHORT-TERM TRAINING AND SKILLS DEVELOPMENT DEDUCTION											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Tłĭchq short-term (24 hours or less in duration) training and skills development based on the following formula, where:</p> <p>Achieved hours: (a) Proposed hours: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p>	60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Tłĭchq short-term training and skills development commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="0"> <tr> <td>0 points</td> <td>2 points</td> <td>6 points</td> <td>10 points</td> </tr> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	<p>TOTAL CALCULATED DEDUCTION $(100 - \text{total assessed score})\% \times (\text{final contract value}) \times 1\%$</p>	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>										

TABLE 1E - ASSESSMENT OF Tłı́chq LONG-TERM TRAINING AND SKILLS DEVELOPMENT DEDUCTION											
ITEM	REQUIREMENT	WEIGHT	SCORE								
1	<p>Calculate the percentage of commitment achieved for Tłı́chq long-term (greater than 24 hours in duration) training and skills development based on the following formula, where:</p> <p>Achieved hours: (a) Proposed hours: (b) Percentage achieved %: (c)</p> <p>Score will be calculated as follows:</p> <p>$(a) / (b) = (c) * 60$</p> <p>Note: If (c) is $\leq 50\%$, Contractor will receive 0 points.</p>	60									
2	<p>CONTRACTOR DUE DILIGENCE:</p> <p>Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to achieve Tłı́chq training and skills development commitments.</p> <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="0"> <tr> <td>0 points</td> <td>2 points</td> <td>6 points</td> <td>10 points</td> </tr> <tr> <td>No information submitted to demonstrate efforts to meet the IOC commitment</td> <td>Demonstrated little to no effort to meet the IOC commitment</td> <td>Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls</td> <td>Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </table> <p>Due Diligence Score Assigned (out of 10) x 4 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to meet the IOC commitment	Demonstrated little to no effort to meet the IOC commitment	Demonstrated moderate effort to meet the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to meet the IOC commitment and were proactive to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	TOTAL CALCULATED DEDUCTION (100 - total assessed score)% x (final contract value) x 1.5%	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>										

**TABLE 2A - ASSESSMENT OF TĪĪCHQ
GENERAL LABOUR INCENTIVE**

ITEM	REQUIREMENT	WEIGHT	SCORE				
1	INCREASED TĪĪCHQ GENERAL LABOUR Calculate the percentage increase of TĪĪchq General Labour for the Contract based on the following formula, where: Achieved %: (a) Proposed %: (b) Score will be calculated as follows: $[(a) - (b)] / [100\% - (b)] = (c) * 60$	60					
2	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to exceed the TĪĪchq General Labour commitment. Points awarded for contractor due diligence based on the following scale: <table> <tr> <td>0 points No information submitted to demonstrate efforts to exceed the IOC commitment</td> <td>2 points Demonstrated little to no effort to exceed the IOC commitment</td> <td>6 points Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls</td> <td>10 points Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls</td> </tr> </table> Due Diligence Score Assigned (out of 10) x 4 = Score	0 points No information submitted to demonstrate efforts to exceed the IOC commitment	2 points Demonstrated little to no effort to exceed the IOC commitment	6 points Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	10 points Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls	40	
0 points No information submitted to demonstrate efforts to exceed the IOC commitment	2 points Demonstrated little to no effort to exceed the IOC commitment	6 points Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	10 points Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls				
3	TOTAL ASSESSED SCORE (1 + 2)	100					
4	RECOMMENDED GENERAL LABOUR INCENTIVE (final contract value) x 1% x (total assessed score/100)	\$					
5	COMMENTS/JUSTIFICATIONS: 						
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative: _____ Project Authority: _____ Contracting Officer (PSPC): _____						

**TABLE 2B - ASSESSMENT OF TŁĪCHQ
SKILLED LABOUR INCENTIVE**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	INCREASED TŁĪCHQ GENERAL LABOUR Calculate the percentage increase of TŁĪchq Skilled Labour for the Contract based on the following formula, where: Achieved %: (a) Proposed %: (b) Score will be calculated as follows: $[(a) - (b)] / [100\% - (b)] = (c) * 60$	60									
2	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to exceed the TŁĪchq Skilled Labour commitment. Points awarded for contractor due diligence based on the following scale: <table> <tr> <td>0 points</td><td>2 points</td><td>6 points</td><td>10 points</td></tr> <tr> <td>No information submitted to demonstrate efforts to exceed the IOC commitment</td><td>Demonstrated little to no effort to exceed the IOC commitment</td><td>Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls</td></tr> </table> Due Diligence Score Assigned (out of 10) x 4 = Score	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to exceed the IOC commitment	Demonstrated little to no effort to exceed the IOC commitment	Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to exceed the IOC commitment	Demonstrated little to no effort to exceed the IOC commitment	Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	RECOMMENDED SKILLED LABOUR INCENTIVE (final contract value) x 1% x (total assessed score/100)	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative: _____ Project Authority: _____ Contracting Officer (PSPC): _____										

**TABLE 2C - ASSESSMENT OF TĪĪCHQ
CONTRACTING INCENTIVE**

ITEM	REQUIREMENT	WEIGHT	SCORE								
1	INCREASED TĪĪCHQ CONTRACTING: Calculate the percentage increase of TĪĪchq Contracting costs for the Contract based on the following formula, where: Achieved %: (a) Proposed %: (b) Score will be calculated as follows: $[(a) - (b)] / [100\% - (b)] = (c) * 60$	60									
2	CONTRACTOR DUE DILIGENCE: Case-by-case-consideration is given to contractor's ability to demonstrate diligent efforts to increase TĪĪchq contracting commitments. Points awarded for contractor due diligence based on the following scale: <table> <tr> <td>0 points</td><td>2 points</td><td>6 points</td><td>10 points</td></tr> <tr> <td>No information submitted to demonstrate efforts to exceed the IOC commitment</td><td>Demonstrated little to no effort to exceed the IOC commitment</td><td>Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls</td><td>Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls</td></tr> </table> Due Diligence Score Assigned (out of 10) x 4 = Score	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to exceed the IOC commitment	Demonstrated little to no effort to exceed the IOC commitment	Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls	40	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to exceed the IOC commitment	Demonstrated little to no effort to exceed the IOC commitment	Demonstrated moderate effort to exceed the IOC commitment and attempted to mitigate shortfalls	Demonstrated outstanding effort to exceed the IOC commitment and were proactive to mitigate shortfalls								
3	TOTAL ASSESSED SCORE (1 + 2)	100									
4	RECOMMENDED SUB-CONTRACTING/SUPPLIER INCENTIVE (final contract value) x 2% x (total assessed score/100)	\$									
5	COMMENTS/JUSTIFICATIONS:										
6	SIGNATURE OF EVALUATION PANEL: Departmental Representative: _____ Project Authority: _____ Contracting Officer (PSPC): _____										

**TABLE 2D - ASSESSMENT OF TŁCHQ
SHORT-TERM TRAINING AND SKILLS DEVELOPMENT INCENTIVE**

ITEM#	REQUIREMENT	WEIGHT	SCORE								
1	<p>CONTRACTOR DUE DILIGENCE: Consideration for an incentive will be based solely on the contractor's ability to demonstrate diligent efforts to increase their Tłchq short-term (24 hours or less in duration) training and skills development commitment and a qualitative assessment of the short-term training and skills development provided to Tłchq Citizens.</p> <p>Training and Skills Development: Contractor to detail how the training and skills development was maximized for Tłchq Citizens. See the following examples of information to demonstrate their efforts to increase their commitment and provide meaningful short-term training opportunities:</p> <ul style="list-style-type: none"> • details on the type of training provided and how it was relevant to the procurement • the names or number of persons training and hours of training for both Tłchq and non-Tłchq • details on the skills the training developed (if certificates are not available) • copy of certification or training certificates • details on progression of training e.g. Start/end apprenticeship level <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="0"> <tr> <td>0 points</td><td>2 points</td><td>6 points</td><td>10 points</td></tr> <tr> <td>No information submitted to demonstrate efforts to exceed the IOC commitment</td><td>Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.</td><td>Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.</td><td>Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.</td></tr> </table> <p>Due Diligence Score Assigned (out of 10) x 10 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to exceed the IOC commitment	Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.	Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.	Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.	10	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to exceed the IOC commitment	Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.	Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.	Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.								
2	TOTAL ASSESSED SCORE (out of 100)	100									
3	RECOMMENDED TRAINING INCENTIVE BONUS (final contract value) x 0.5% x (total assessed score/100)	\$									
4	COMMENTS/JUSTIFICATIONS:										
5	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project/Technical Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>										

**TABLE 2E - ASSESSMENT OF TŁCHQ
LONG-TERM TRAINING AND SKILLS DEVELOPMENT INCENTIVE**

ITEM#	REQUIREMENT	WEIGHT	SCORE								
1	<p>CONTRACTOR DUE DILIGENCE: Consideration for an incentive will be based solely on the contractor's ability to demonstrate diligent efforts to increase their Tłchq long-term (greater than 24 hours in duration) training and skills development commitment and a qualitative assessment of the long-term training and skills development provided to Tłchq Citizens.</p> <p>Training and Skills Development: Contractor to detail how the training and skills development was maximized for Tłchq Citizens. See the following examples of information to demonstrate their efforts to increase their commitment and provide meaningful long-term training opportunities:</p> <ul style="list-style-type: none"> • details on the type of training provided and how it was relevant to the procurement • details on how the training will enable the individual to pursue continued employment in the fields of remediation and environmental monitoring • the names or number of persons training and hours of training for both Tłchq and non-Tłchq • details on the skills the training developed (if certificates are not available) • copy of certification or training certificates • details on progression of training e.g. Start/end apprenticeship level <p>Points awarded for contractor due diligence based on the following scale:</p> <table border="0"> <tr> <td align="center">0 points</td><td align="center">2 points</td><td align="center">6 points</td><td align="center">10 points</td></tr> <tr> <td>No information submitted to demonstrate efforts to exceed the IOC commitment</td><td>Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.</td><td>Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.</td><td>Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.</td></tr> </table> <p>Due Diligence Score Assigned (out of 10) x 10 = Score</p>	0 points	2 points	6 points	10 points	No information submitted to demonstrate efforts to exceed the IOC commitment	Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.	Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.	Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.	10	
0 points	2 points	6 points	10 points								
No information submitted to demonstrate efforts to exceed the IOC commitment	Contractor demonstrated some effort to exceed the IOC commitment. Details on training and skills development are insufficient to determine if skills were developed as a result of the training.	Contractor demonstrated moderate to significant effort to exceed their IOC training commitment. Sufficient detail was provided to determine the level of training provided, and skills developed as a result.	Contractor demonstrated outstanding effort to exceed their IOC training commitment and were proactive in mitigating shortfalls. Training was demonstrated clearly and trainees developed skills as a result.								
2	TOTAL ASSESSED SCORE (out of 100)	100									
3	RECOMMENDED TRAINING INCENTIVE BONUS (final contract value) x 0.5% x (total assessed score/100)	\$									
4	COMMENTS/JUSTIFICATIONS:										
5	<p>SIGNATURE OF EVALUATION PANEL:</p> <p>Departmental Representative: _____</p> <p>Project/Technical Authority: _____</p> <p>Contracting Officer (PSPC): _____</p>										

ANNEX D 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